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

DEPT: Community Services Agency

BOARD AGENDA # *B-10

Urgent

Routine

AGENDA DATE May 19, 2009

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award Three-Year Agreements for the Provision of Services to Children by Family Resource Centers to Aspiranet, Center for Human Services-Ceres, West County and East County, Parent Resource Center, Sierra Vista Child and Family Services-North Modesto, and Sierra Vista Child and Family Services-Hughson - Community Services Agency

STAFF RECOMMENDATIONS:

1. Approve the award of three-year agreements by the Community Services Agency for Family Resource Centers to Aspiranet, Center for Human Services-Ceres, Center for Human Services-West County, Center for Human Services-East County, Parent Resource Center, Sierra Vista Child and Family Services-North Modesto, and Sierra Vista Child and Family Services-Hughson
2. Authorize the Director of the Community Services Agency or her Designee to finalize and execute the agreements and any amendments, not to exceed the agreement amounts detailed in the Fiscal Impact.
3. Condition approval of these contracts to subsequent approval of the agreements by the Stanislaus County Children and Families Commission.

FISCAL IMPACT:

The agreements total \$6,178,071 for the period effective July 1, 2009 through June 30, 2012. The Children and Families Commission is funding \$4,678,071 and the Community Services Agency is funding \$1,500,000 for the three-year period. Appropriations and revenues are included in the Agency's Fiscal Year 2009-2010 Proposed CSA-Services and Support budget. Appropriations and revenues for the two succeeding years will be included in future Agency's CSA-Services and Support Budget requests to the Board.
(FISCAL IMPACT continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2009-329

On motion of Supervisor Grover and approved by the following vote,
Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini
Noes: Supervisors: None
Excused or Absent: Supervisors: None
Abstaining: Supervisor: None

- 1) Approved as recommended
- 2) Denied
- 3) Approved as amended
- 4) Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Award Three-Year Agreements for the Provision of Services to Children by Family Resource Centers to Aspiranet, Center for Human Services-Ceres, West County and East County, Parent Resource Center, Sierra Vista Child and Family Services-North Modesto, and Sierra Vista Child and Family Services-Hughson - Community Services Agency
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FISCAL IMPACT: Continued

The Agency portion is supported with Federal Promoting Safe and Stable Families (PSSF), State Child Abuse Prevention Intervention and Treatment (CAPIT) and Federal Community Based Child Abuse Prevention (CBCAP) funding of \$500,000 per year for a total of \$1,500,000 for the three year period. All three (3) program allocations are 100% Federal/State funded, there is no County share requirement to implement these services. As such there is no cost to the County General Fund for Fiscal Year 2009/2010 through Fiscal Year 2011/2012.

The recommended agreement amounts are listed below by vendor:

Vendor	Zip code Service Area	Recommended Three-year Amount
Aspiranet	95380,95382	269,335
Center for Human Services-Ceres	95313,95360,95363 95385,95387	223,485
Center for Human Services-West County	95307, 95328	204,398
Parent Resource Center	95351,95354,95358	575,340
Sierra Vista Child & Family Services –North Modesto	95350,95355,95356 95357,95368	458,518
Sierra Vista Child & Family Services-Hughson	95316,95319,95323 95326,95329, 95357,95386	159,620
Center for Human Services-East County	95230,95361,95367	168,661
Total Agreements		\$6,178,071

DISCUSSION:

On May 24, 2005 the Board of Supervisors awarded contracts as a result of a Request for Proposal for Family Resource Centers (FRC). These contracts end June 30, 2009 with the following outcomes: families provided with strength based assessment, case management services, parenting education/support, resource and referral, screening for depression and developmental issues, sharing of school readiness information, and connection to health insurance.

CSA in partnership with the Children and Families Commission and General Services Agency issued Request for Proposal #08-68-SAS on January 27, 2009 for the provision of Services for Children by Family Resource Centers (FRC). The FRC services will provide family support and strengthen services at the community or neighborhood level. Priority was given to programs currently serving the

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needs of children and families which have demonstrated effectiveness in prevention, intervention and support. Priority was also given to proposals that promote, encourage, and develop collaboration between community-based organizations and can provide FRC's in the target geographical areas. A review panel of five (5) community members reviewed each proposal based on the information set forth in the Request for Proposals packet. The awarded and non-awarded agencies were notified in writing of the agencies intent to award.

All the contracts will be outcome-based and outcomes will be monitored throughout the three-year period.

The action of the Board of Supervisors is contingent on the approval of the Children and Families Commission of these awards. The Commission is expected to act on May 26, 2009.

POLICY ISSUE:

Approval of this request to Award Family Resource Center contracts supports the Board's priorities of *A healthy community* and *Effective partnerships* by collaborating with community partners to develop service programs preventing child abuse and neglect.

STAFFING IMPACT:

There is no staffing impact associated with this request.

**COUNTY OF STANISLAUS
AGREEMENT TO PROVIDE
FAMILY RESOURCE CENTERS AND SERVICES
JULY 1, 2009 THROUGH JUNE 30, 2012**

BOARD OF SUPERVISORS

2009 OCT 22 A 8:24

This AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY AND STANISLAUS COUNTY CHILDREN AND FAMILIES COMMISSION (jointly as "County") and **PARENT RESOURCE CENTER** ("Consultant"), a California non-profit corporation, on July 1, 2009.

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.

INTRODUCTION

WHEREAS, County has the need for Family Resource Centers; and Consultant has agreed to provide those services;

WHEREAS, the Consultant 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 Consultant 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, which is attached hereto and, by this reference, made a part hereof.
- 1.2 All documents, drawings and written work product prepared or produced by the Consultant under this Agreement, including without limitation electronic data files, are the property of the Consultant; 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 Consultant may copyright the same, except that, as to any work which is copyrighted by the Consultant, 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 Consultant at the County's request under this Agreement will be performed in a timely manner in accordance with a Schedule of Work, which the parties hereto shall agree to. The Schedule of Work may be revised from time to time upon mutual written consent of the parties.

- 1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.
- 1.5 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant will be the agent of the Consultant not the County.

2. CONSIDERATION

- 2.1 The Consultant shall be compensated on a time and materials basis as provided in EXHIBIT A attached hereto.
- 2.2 Except as expressly provided in this Agreement, Consultant 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, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant 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 The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.
- 2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- 2.5 Payments of all services provided in accordance with the provisions of this Agreement 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 Consultant's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Consultant ceases to be licensed or otherwise authorized to do business in the State of California, and the Consultant 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 thirty (30) days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.
- 3.5 County shall notify Consultant 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 Agreement in the event corrections are not accomplished within thirty (30) days.
- 3.6 This Agreement 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, Consultant 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 Agreement, County may terminate the Agreement immediately:
 - A. Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services; or,
 - B. Upon loss of any license(s) required for lawful operation of Consultant'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 Consultant

3.8 This Agreement is funded from revenue derived from a tax placed on the sales of cigarettes. The County reasonably believes that such tax revenue will be available to fully fund this Agreement for its term. In the event, however, no funds or insufficient funds are available for payments as determined in the sole discretion of the County, the County will immediately notify Consultant of such occurrence and the Agreement may be terminated by County upon thirty (30) days notice. After this Agreement is terminated under these provisions, County shall have no obligation to make further payments and shall only be obligated for work already performed pursuant to this Agreement

3.9 Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

4. WORK SCHEDULE

Consultant is obligated to perform in a timely manner those services and work identified in EXHIBIT A. It is understood by Consultant that the performance of these services and work will require the Consultant 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 Consultant; 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 Consultant to provide the services and work described in EXHIBIT A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant 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 Consultant at no expense to the County.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant--not the County--has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

7. INSURANCE

7.1 Consultant 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 Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

7.1.2 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.

7.1.3 Automobile Liability Insurance. If the Consultant or the Consultant'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.

7.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this Agreement, the Consultant certifies under section 1861 of the Labor Code that the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant's defense and indemnification obligations as set forth in this Agreement.

7.3 The Consultant shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, 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 Consultant, including the insured's general supervision of the Consultant; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned,

leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County 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 Consultant.

- 7.4 The Consultant'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 Consultant's insurance and shall not contribute with Consultant'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 and employees.
- 7.6 The Consultant'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 Consultant 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 of no less than A-:VII; 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.
- 7.9 Consultant 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 Consultant begins performance of its obligations under this Agreement, Consultant 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 Consultant. 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 Consultant and Consultant's officers, employees, agents, representatives or subcontractors.

7.12 If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant agrees to maintain the required insurance coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. Consultant may maintain the required post agreement coverage by renewal of purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

8. DEFENSE AND INDEMNIFICATION

8.1 To the fullest extent permitted by law, Consultant 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 Consultant or Consultant'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, Consultant'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 Consultant in contributing to such claim, damage, loss and expense.

8.2 Consultant'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 Consultant 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 Consultant 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 CONSULTANT

9.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, 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, Consultant 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 Consultant. It is understood by both Consultant 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 Consultant 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 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant 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 Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.
- 9.4 Consultant is permitted to provide services to others during the same period services are provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.
- 9.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. 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 Consultant.
- 9.6 It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, 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.
- 9.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.
- 9.8 As an independent contractor, Consultant 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 Consultant 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, provided that said writings are not deemed by Consultant to be confidential, attorney work product, or privileged, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. 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 Consultant related to this Agreement as required by State law. An independent public accountant can be appointed by County.
- 10.5 Consultant 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 Consultant shall be responsible for the procurement and performance of a fiscal and compliance audit annually. Entities receiving in excess of \$500,000 in Federal funds must comply with the Single Audit Act of 1984, PL 98-502 and the Single Audit Amendments of 1996, P.L. 104-156. 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-133 as this applies to the auditing of states, local governments, institutions of higher education and non-profit.
- 10.8 The annual audit requirement is replaced with a biennial audit covering the most recent fiscal year if all of the following apply:
 - A. The total County Agreement expenditures, from all funding sources, during the fiscal year, are less than \$100,000
 - B. The Consultant is in compliance with all other Agreement requirements
 - C. An audit was performed on one of the preceding two years in accordance with Government Auditing Standards and a copy of the report and any management letter has been submitted to County
 1. The auditor's opinion on the financial statement and the schedule of federal awards (if applicable) were unqualified
 2. There were no deficiencies in internal control over financial reporting that were identified as material weaknesses under the requirements of Government Auditing Standards
 3. None of the state or federal programs had audit findings in the preceding year that were classified as:

- a. Material weaknesses in the internal control over compliance
 - b. Noncompliance with the provisions of laws, regulations, contracts, or grant agreements that had a material effect on the program
 - c. Known or likely questioned costs
- D. The audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 10.9 Consultant 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.
- 10.10 Expenses incurred by Consultant to provide for the performance of an audit to satisfy said requirements are an allowable Agreement cost. Consultant is responsible for ensuring that the appropriate portion of audit costs are included with its total executed Agreement funds.
- 10.11 Consultant 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 Consultant's fiscal year.

11. CONFIDENTIALITY

Consultant 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:

- 11.1 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.
- 11.2 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.
- 11.3 Consultant 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.
- 11.4 Consultant, as an agent of Stanislaus County, shall adhere to the privacy and security safeguards contained in EXHIBIT D called Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the County of Stanislaus, Community Services Agency.

12. NONDISCRIMINATION

- 12.1 During the performance of this Agreement, Consultant 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. Consultant 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. Consultant 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 Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

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

13. ASSIGNMENT

13.1 This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant 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 Consultant 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 Manager
P.O. Box 42
Modesto, CA 95353

To Consultant: Parent Resource Center
Attention: Leah Silvestre, Executive Director
811 5th Street
Modesto, CA 95351

16. CONFLICTS

Consultant 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. 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.

20. 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.

21. 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.

22. GENERAL ACCOUNTABILITY

- 22.1 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.
- 22.2 In the event of any State hearings, cash grant award or lawsuit award resulting from Consultant's failure to perform as required by this Agreement, Consultant shall make reimbursement to the damaged party.
- 22.3 Additional costs to County for maintaining any portion of the Agreement as a result of Consultant'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.

23. CODE OF ETHICS

Consultant shall uphold the following Code of Ethics:

- Professional Conduct: Employees of Consultant will abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Consultant will also abide by specific codes of ethics prescribed by the professional organizations that set standards for their profession.
- Quality of Service: Employees of Consultant 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 Consultant will conduct all activities with respect and courtesy for participants.
- Propriety: Employees of Consultant will not make use of their position or relationship with clients for personal gain.
- Positive Representation: Employees of Consultant will not behave in any manner that will bring discredit to his/her professional status and reputation or to the program.

24. STATE ENERGY CONSERVATION PLAN

Consultant 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).

25. 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 Agreement including those covered by copyright.

26. CONVICTION OF CRIME

- 26.1 Consultant 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 assigned to provide services under this Agreement, when such information becomes known to Consultant.
- 26.2 Consultant 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.
- 26.3 Consultant shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1 through 11165.6. Consultant 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.

27. MATCHING FUNDS

These funds are not available for matching unless certified by County.

28. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

- 28.1 County and Consultant recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this paragraph, Consultant will be referred to as the "prospective recipient".
- 28.2 This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).
 - A. The prospective recipient of Federal assistance funds certifies by entering this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - B. The prospective recipient of funds agrees by entering this Agreement, that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Federal department or agency with which this transaction originated.
 - C. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

- D. The prospective recipient shall provide immediate written notice to County if at any time prospective recipient learns that its certification in paragraph 28, of this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The prospective recipient further agrees that by entering this Agreement, it will include a clause identical to paragraph 28 of this Agreement and titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- F. The certification in paragraph 28 of this Agreement is a material representation of fact upon which County placed reliance when this transaction was entered into.

29. COMPLIANCE WITH FALSE CLAIMS ACT

- 29.1 Consultant shall notify County immediately upon discovery of any employee of Consultant, any subcontractor, agent or other persons providing services, on behalf of Consultant who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Consultant, any subcontractor, agent or other persons providing services on behalf of Consultant, who is placed on the Medi-Cal Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at www.medi-cal.ca.gov.
- 29.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Consultant shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Consultant the policies and procedures related to the Federal and State False Claims Act. Consultant agrees that it has received a copy of the False Health Care Claims Policy approved by the Stanislaus County Board of Supervisors on May 8, 2007 and that it and its employees, subcontractors, agents and other persons providing services on behalf of Consultant will adhere to these policies and procedures.

30. MISCELLANEOUS REQUIREMENTS

- 30.1 During the period of this Agreement, Consultant agrees to:
 - A. Maintain a tobacco free environment on Consultant's property, including outside areas.
 - B. Refuse to accept any direct funds from tobacco industry sources, including event sponsorships and in-kind donations.
 - C. Provide information to its staff on smoking cessation and the dangers of secondhand smoke.
 - D. Provide healthy food and snack options when meals or foods are provided during the course of program operations.

30.2 Prior to publication or distribution, the Stanislaus County Children and Families Commission's Executive Director shall approve Consultant's deliverable or non-deliverable reports, publication, brochures, or other material to be distributed to the public, which are produced or funded by County funds. The County, through its Executive Director, reserves the right to direct policy of the County. Reports, publications, brochures, correspondence or other materials to be distributed to the public shall contain the following acknowledgement: "Funded by a grant from the Stanislaus County Children and Families Commission". Consultants are encouraged to include the Commission's logo in such published or distributed materials.

30.3 Consultant agrees to be bound by the provisions of the Policies and Procedures Manual adopted by the Stanislaus County Children and Families Commission on October 28, 2008 and as amended by the Commission in the future. A copy of the updated Manual can be viewed on the Commission's website: <http://www.stanprop10.org/pdf/CommissionPoliciesProcedures.pdf>

31. SUPPLANTATION OF FUNDS

Consistent with the intent of the California Children and Families Act of 1998, no monies from the Children and Families Commission shall be used to supplant federal, state, county or other monies available to the Consultant for any purpose. Activities funded through the Act of 1998, must be new activities or enhancements to existing

32. ENTIRE AGREEMENT

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 is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

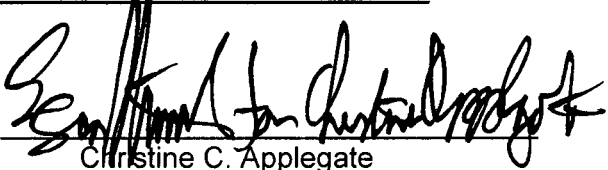


This Agreement has been signed by the parties or their duly authorized representatives to become effective as of the date referenced on the first page.

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

APPROVED AS TO CONTENT:

**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY**

By: 
Christine C. Applegate

Title: Director

Dated: 6-29-09

PARENT RESOURCE CENTER

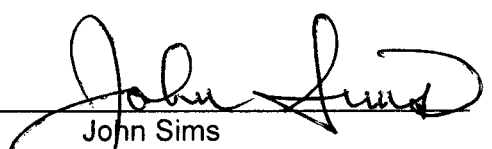
By: 

Title: Executive Director

Dated: 6.22.09

Tax Payer Identification Number:
77-0324466

CHILDREN AND FAMILIES COMMISSION

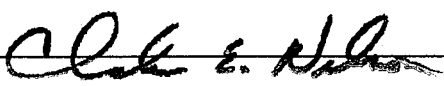
By: 
John Sims

Title: Executive Director

Dated: 6/25/09

**COUNTY OF STANISLAUS
PURCHASING DEPARTMENT**

JUL 09 2009

By: 

Title: Purchasing Agent

Dated: _____

**APPROVED AS TO FORM:
COUNTY COUNSEL
JOHN P. DOERING**

By: 

Title: Deputy County Counsel

Dated: 6/17/09

COUNTY OF STANISLAUS

Approved per BOS Item #: 2009-381

Dated: June 9, 2009

**PARENT RESOURCE CENTER
AGREEMENT TO PROVIDE
FAMILY RESOURCE CENTERS AND SERVICES
JULY 1, 2009 THROUGH JUNE 30, 2012**

I. SCOPE OF WORK

A. Consultant shall provide the following services at the Family Resource Centers at 811 Fifth Street, 205 S. Santa Cruz Ave and 912 Sierra Drive, Modesto, California, 95351, to residents of Stanislaus County as follows:

1. See EXHIBIT C, Stanislaus County Outcomes And Results Reporting Sheet (SCOARRS) for outline of services to be performed by Consultant, which is hereby incorporated by reference and made a part thereof.
2. Consultant shall actively recruit and engage community members and consumers of services as participants in planning and implementing this Agreement.
3. Maintain at least two (2) Family Resource Center locations in the zip code area that are more than one (1) linear mile apart.
4. Family Resource Center locations are expected to open at least four (4) hours per day five (5) days per week and closed no more than thirteen (13) days in a twelve (12) month period for traditional and legal holidays.

B. Outcomes

Consultant shall meet the following Outcomes during the term of this Agreement:

1. See EXHIBIT C, SCOARRS for outline of Planned Outcomes.
2. Consultant shall establish an Internal Monitoring Plan to monitor and meet the outcomes set forth in this Agreement.

II. COMPENSATION

Consultant shall be compensated for the services provided under this Agreement as follows:

A. Costs:

1. The maximum amount of this Agreement for the period July 1, 2009 through June 30, 2012 shall not exceed \$1,726,020. The maximum amount per fiscal year is as follows:

July 1, 2009 through June 30, 2010 shall not exceed \$575,340
July 1, 2010 through June 30, 2011 shall not exceed \$575,340
July 1, 2011 through June 30, 2012 shall not exceed \$575,340

2. This is a cost reimbursement Agreement. The costs attendant to the provision of service are described in EXHIBIT B which is hereby incorporated by reference and made a part hereof. Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, or as the budget is thereafter amended or obligated.
 3. Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, or as the budget is thereafter amended or obligated.
 4. Consultant shall provide a minimum of \$13,911 In-Kind contribution, as detailed in EXHIBIT B – Consultant's Budget.
- B. Consultant shall make no charge to the recipient and shall collect no share of cost.
- C. This Agreement shall be effective July 1, 2009 through June 30, 2012.
- D. Consultant agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Consultant costs, both indirect and direct, relative to this Agreement.
- E. Costs must conform with Federal costs regulation: OMB Circular A-87, A Guide for State and Local Government Agencies, 48 CFR, Part 31, Subpart 31.2 (for profit agencies), and OMB Circular A-122 (for nonprofit agencies). All equipment purchased by Consultant must be depreciated in accordance with 45 CFR 95.705. 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 agreement/program. County reserves the right to physically reclaim any/all such property at the conclusion of the Agreement in accordance with 45 Code of Federal Regulations, Part 74, Administration of Grants.
- F. Any equipment, materials, supplies, or property of any kind purchased for or financed from funds provided under this Agreement, excepting any funds received for indirect expense pursuant to the budget document attached as EXHIBIT B, having useful life of three (3) years or greater, and a value in excess of One Thousand Dollars (\$1,000.00) shall be defined as an inventory item. All inventory items not fully consumed in the work described herein shall be the property of the County at the termination of this Agreement unless the County, at its sole discretion, makes an alternative disposition. Consultant shall annually prepare a written report of all inventory items and submit the report to the County. Consultant shall also file an inventory report with the County within ten (10) days after termination this Agreement. Final disposition of all inventory items shall be in accordance with written instructions from the County. Consultant is responsible for proper maintenance of inventory items and is responsible for all damage except for normal wear and tear.
- G. County shall not be required to purchase any definite amount of services nor does County guarantee to Consultant any minimum amount of funds or hours.

H. Billings:

1. Consultant shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for **July 2009 through April 2010 services. Billings for the service month of May and June 2010 are as follows:**

**May 2010 is due June 10, 2010
June 2010 is due July 8, 2010**

2. Consultant shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for **July 2010 through April 2011 services. Billings for the service month of May and June 2011 are as follows:**

**May 2011 is due June 9, 2011
June 2011 is due July 7, 2011**

3. Consultant shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for **July 2011 through April 2012 services. Billings for the service month of May and June 2012 are as follows:**

**May 2012 is due June 7, 2012
June 2012 is due July 5, 2012**

Billing requirements are subject to change and the Consultant will be notified in writing.

4. Billings will be submitted to:

Stanislaus County Children and Families Commission
Attention: Accounts Payable
930 15th Street
Modesto, CA 95354
(209) 558-4109

5. Supporting documentation shall accompany each invoice: copies of employee time studies/time cards documenting actual time dedicated to these Agreement services, supporting payroll and fringe benefit journals, copies receipts/invoices of all Consultant operational costs billed to this Agreement. In addition, Consultant will submit a monthly report, in a County specified format, indicating client populations, clients' age and services rendered.

I. Payments:

1. If the conditions set forth in this Agreement are met County shall pay, on or before the thirtieth (30th) day of each month following the month of billing, the sum of money claimed by the approved billings, (less any credit due County for adjustments of prior billing.) If the conditions are not met, County shall pay when the necessary processing is completed.

2. County will not pay for unauthorized services rendered by Consultant nor for the claimed services which County monitoring shows have not been provided as authorized.
3. Payment for travel must be in accordance with County Travel Policy located at <http://www.co.stanislaus.ca.us/BOS/Agenda/2004/20040615/B10.pdf>
4. County retains the right to withhold payment on disputed claims.
5. Final payment under Agreement may be held until a termination audit is completed or until receipt of Consultant's annual narrative report. Final payment may be adjusted if Contractor has not met their annual In-Kind Match.

III. REPORTING:

In addition to monthly invoice Consultant, shall submit reports or other data as required by County including, but not limited to:

A. MONTHLY

1. Monthly Program Statistical Reports – Consultant will submit the Program Statistical Report as specified in EXHIBIT E, which is incorporated by this reference, by the 30th day of the following month via email to CSAReport@stancounty.com.
2. Differential Response Client Data Sheet (DR Client Data Sheet) – Consultant shall submit a DR Client Data Sheet as specified in EXHIBIT F, which is incorporated by this reference, within twenty (20) days following the end of the service month via email to DR Client Data@stancounty.com.

B. QUARTERLY

1. SCOARRS – Consultant will submit the SCOARRS, EXHIBIT C, by the last business day of the following month. Receipt of the report is required in order to make payment to Consultant. The County will provide the Consultant with the forms via e-mail.
2. Proposition 10 Evaluation Data System (PEDS) data entry is due by the last business day of the following month.
3. Quarterly - Year to date In-Kind Report – A line item summary of actual expenditures and In-Kind Match.

C. Annual Reporting – Due within thirty (30) days of the end of the Program/Agreement Year as follows:

1. Program Narrative/Annual Report - Consultant shall submit to Commission Program Evaluator and Program Monitor an annual report in the format provided by the County by August 2010, 2011, and 2012 (deadline to be provided).

2. Annual SCOARRS – Consultant shall submit an annual SCOARRS which will include year to date outcomes for the annual period.

D. Customer Satisfaction Survey

1. Consultant shall develop and conduct a customer satisfaction survey during the second and fourth quarters of the Fiscal Year. Consultant will compile and report survey results by the last business day of the following month after Quarter 2 and Quarter 4.
2. Consultant will develop and conduct an employee satisfaction survey annually. Survey results are to be reported in the program's annual report described in Section D1.

E. Consultant shall submit all reporting via email to the following (except DR Case Counts and Monthly Statistical Reporting):

CSAReport@stancounty.com

Kirsten Jasek-Rysdahl, Program Evaluator-rysdahlk@stancounty.com

Dan Rosas, Program Monitor/Public Relations Specialist -rosasd@stancounty.com

F. County will notify Consultant of any form and/or submittal procedure changes.

IV. EVALUATION AND MONITORING:

A. Consultant shall collect data/information to report in annual report in the following areas:

1. Leveraging
2. Linkages/collaboration
3. Best practices/evidence-based practices
4. Cultural proficiency
5. Community feedback
6. Evaluation capacity
7. Response to prior evaluation recommendations
8. Agreement compliance issues
9. Financial management
10. Outcomes/results

B. Consultant shall participate in site visits with County representative twice yearly. Consultant shall also meet periodically with a County representative upon the reasonable request of the County to discuss, review, and evaluate program activities.

C. At County's option, Consultant may be required to file regular and/or special reports to document performance under this Agreement.

D. Consultant agrees to provide the necessary documentation to verify performance under this Agreement.

E. Consultant shall have a representative attend all Commission's Quarterly Contractor Meetings.

- F. Consultant shall participate in an activity and/or assessment regarding collaboration efforts and outcomes.
- G. Consultant shall develop a sustainability plan and submit the plan to the County on or before Friday, October 30, 2009.

EXHIBIT B

**PARENT RESOURCE CENTER
AGREEMENT TO PROVIDE
FAMILY RESOURCE CENTERS AND SERVICES
JULY 1, 2009 THROUGH JUNE 30, 2012**

<u>BUDGET CATEGORY</u>	<u>AGREEMENT FUNDS</u>	<u>IN-KIND</u>	<u>TOTAL</u>
1. Personnel Services			
a) Salaries	\$ 789,402	\$70,680	\$ 860,082
b) Fringe Benefits	\$ 157,881	\$14,136	\$ 172,017
Total Personnel	\$ 947,283	\$84,816	\$1,032,099
2. Operating Expenses	\$ 269,145		\$ 269,145
3. Contracted Services			
a) SVCFS	\$ 384,000		\$ 384,000
b) Airport Neighbors United	\$ 73,500		\$ 73,500
c) Stanislaus Literacy Ctr	\$ 22,092		\$ 22,092
d) Hutton House	\$ 30,000		\$ 30,000
TOTAL:	\$1,726,020	\$84,816	\$1,810,836

EXHIBIT B

PARENT RESOURCE CENTER
 AGREEMENT BUDGET
 FAMILY RESOURCE CENTERS AND SERVICES
 JULY 1, 2009 THROUGH JUNE 30, 2010

<u>BUDGET CATEGORY</u>	<u>AGREEMENT FUNDS</u>	<u>IN-KIND</u>	<u>TOTAL</u>
1. Personnel Services			
a) Salaries	\$ 263,134	\$23,560	\$ 286,694
b) Fringe Benefits	\$ 52,627	\$ 4,712	\$ 57,339
Total Personnel	\$ 315,761	\$28,272	\$ 344,033
2. Operating Expenses	\$ 89,715		\$ 89,715
3. Contracted Services			
a) SVCFS	\$ 128,000		\$ 128,000
b) Airport Neighbors United	\$ 24,500		\$ 24,500
c) Stanislaus Literacy Ctr	\$ 7,364		\$ 7,364
d) Hutton House	\$ 10,000		\$ 10,000
d) Travel/Mileage			
TOTAL:	\$ 575,340	\$28,272	\$ 603,612

EXHIBIT B

**PARENT RESOURCE CENTER
 AGREEMENT BUDGET
 FAMILY RESOURCE CENTERS AND SERVICES
 JULY 1, 2010 THROUGH JUNE 30, 2011**

<u>BUDGET CATEGORY</u>	<u>AGREEMENT FUNDS</u>	<u>IN-KIND</u>	<u>TOTAL</u>
1. Personnel Services			
a) Salaries	\$ 263,134	\$23,560	\$ 286,694
b) Fringe Benefits	\$ 52,626	\$ 4,712	\$ 57,338
Total Personnel	\$ 315,761	\$28,272	\$ 344,033
2. Operating Expenses	\$ 89,714		\$ 89,714
3. Contracted Services			
a) SVCFS	\$ 128,000		\$ 128,000
b) Airport Neighbors United	\$ 24,500		\$ 24,500
c) Stanislaus Literacy Ctr	\$ 7,364		\$ 7,364
d) Hutton House	\$ 10,000		\$ 10,000
d) Travel/Mileage			
TOTAL:	\$ 575,340	\$28,272	\$ 603,612

EXHIBIT B

**PARENT RESOURCE CENTER
AGREEMENT BUDGET
FAMILY RESOURCE CENTERS AND SERVICES
JULY 1, 2011 THROUGH JUNE 30, 2012**

<u>BUDGET CATEGORY</u>	<u>AGREEMENT FUNDS</u>	<u>IN-KIND</u>	<u>TOTAL</u>
1. Personnel Services			
a) Salaries	\$ 263,134	\$23,560	\$ 286,694
b) Fringe Benefits	\$ 52,626	\$ 4,712	\$ 57,338
Total Personnel	\$ 315,761	\$28,272	\$ 344,033
2. Operating Expenses	\$ 89,714		\$ 89,714
3. Contracted Services			
a) SVCFS	\$ 128,000		\$ 128,000
b) Airport Neighbors United	\$ 24,500		\$ 24,500
c) Stanislaus Literacy Ctr	\$ 7,364		\$ 7,364
d) Hutton House	\$ 10,000		\$ 10,000
d) Travel/Mileage			
TOTAL:	\$ 575,340	\$28,272	\$ 603,612



Stanislaus County Outcomes And Results Reporting Sheet (SCOARRS)



Date: _____
 Agency: Parent Resource Center
 Program Name: Central Modesto FRC Services

Prepared by: _____
 Phone Number: _____
 Email: _____

Reporting for Quarter:

- 1st Quarter
- 2nd Quarter
- 3rd Quarter
- 4th Quarter

PLANNED OUTCOMES	STRATEGIES/MILESTONES	INDICATORS-CURRENT QUARTER (PROGRESS)	INDICATORS-CUMULATIVE (PROGRESS)	INDICATORS-CUMULATIVE CALCULATED	NARRATIVE (ONLY IF NEEDED & SPECIFIC TO THE INDICATOR)
1. Decreased occurrence and recurrence of child abuse and neglect through Family Support	1. FRC Staff will provide strength based assessments (SBA) to caregivers of referred DR children. 60 % of the referred DR children will have caregivers who receive a SBA.	a. <input type="text"/> # of referred DR children	a. <input type="text"/> # of referred DR children	$b / \text{total} = \text{input} \%$ of the referred DR children have caregivers who received a SBA	
		b. <input type="text"/> # of DR children whose caregivers are assessed (includes those who receive short-term or ongoing case management)	b. <input type="text"/> # of DR children whose caregivers are assessed (includes those who receive short-term or ongoing case management)		
	2. FRC Staff will provide referrals, resources, or support services to caregivers of referred DR children. 70% of the referred DR children will have caregivers who receive referrals, resources, or support services	c. <input type="text"/> # of DR children whose caregivers are provided referrals, resources, or support services (but are not assessed)	c. <input type="text"/> # of DR children whose caregivers are provided referrals, resources, or support services (but are not assessed)	$(c + b) / \text{total} = \text{input} \%$ of the referred DR children have caregivers who received referrals, resources, or support services	
	3. FRC Staff will provide ongoing case management (3 months or more within the FY) to the caregivers of referred DR children. 40% of the referred DR children will have caregivers who receive ongoing case management.	d. <input type="text"/> # of DR children whose caregivers receive ongoing case management (assessed and 3 months of CM during this FY)	d. <input type="text"/> # of DR children whose caregivers receive ongoing case management (assessed and 3 months of CM during this FY)	$d / \text{total} = \text{input} \%$ of the referred DR children have caregivers who received ongoing case management	To be completed 4 th quarter

<p>4. FRC Staff will provide strength based assessments to the caregivers of children 0-5 (DR & non-DR).</p> <p>60% of the children 0-5 will have caregivers who receive a SBA.</p>	e. <input type="text"/> # of Non-DR children 0-5 (all non-DR children 0-5 receiving any Prop 10 services)	e. <input type="text"/> # of Non-DR children 0-5 (all non-DR children 0-5 receiving any Prop 10 services)	$\frac{(f+h)}{(e+g)} = \text{ } \%$ <p>of the children 0-5 have caregivers who received a SBA</p>	
	f. <input type="text"/> # of Non-DR children 0-5 whose caregivers are assessed	f. <input type="text"/> # of Non-DR children 0-5 whose caregivers are assessed		
	g. <input type="text"/> # of referred DR children 0-5	g. <input type="text"/> # of referred DR children 0-5		
	h. <input type="text"/> # of DR children 0-5 whose caregivers are assessed	h. <input type="text"/> # of DR children 0-5 whose caregivers are assessed		
<p>5. FRC Staff will provide referrals or resources to the caregivers of children 0-5 (DR & non-DR).</p> <p>80% of the children 0-5 will have caregivers who receive referrals, resources, or support services.</p>	i. <input type="text"/> # of Non-DR children 0-5 whose caregivers are provided referrals or resources (but are not assessed)	i. <input type="text"/> # of Non-DR children 0-5 whose caregivers are provided referrals or resources (but are not assessed)	$(i+j) + \frac{(f+h)}{(e+g)} = \text{ } \%$ <p>of the children 0-5 have caregivers who received referrals or resources</p>	
	j. <input type="text"/> # of DR children 0-5 whose caregivers are provided referrals or resources (but are not assessed)	j. <input type="text"/> # of DR children 0-5 whose caregivers are provided referrals or resources (but are not assessed)		
<p>6. FRC Staff will provide ongoing case management (3 months or more within the FY) to the caregivers of children 0-5 (DR & non-DR).</p> <p>40% of the children 0-5 will have caregivers who receive ongoing case management.</p>	k. <input type="text"/> # of Non-DR children 0-5 whose caregivers are provided ongoing case management (assessed and 3 months of CM during the FY)	k. <input type="text"/> # of Non-DR children 0-5 whose caregivers are provided ongoing case management (assessed and 3 months of CM during the FY)	$\frac{(k+l)}{(e+g)} = \text{ } \%$ <p>of the children 0-5 have caregivers who received ongoing case management</p>	To be completed 4 th quarter
	l. <input type="text"/> # of DR children 0-5 whose caregivers are provided ongoing case management (assessed and 3 months of CM during the FY)	l. <input type="text"/> # of DR children 0-5 whose caregivers are provided ongoing case management (assessed and 3 months of CM during the FY)		

2. Increased parenting knowledge, skills, and support	<p>1. FRC Staff will provide parenting education or support groups and measure the increase in knowledge/skills through a survey or pre/post test.</p> <p>60% of the children 0-5 have caregivers who attended parent ed or support groups and took pre/post tests or surveys</p> <p>75% of the children 0-5 will have caregivers who took a pre/post test or survey and indicated an increase in parenting knowledge or skills after attending parenting education or support groups.</p>	m. <input type="text"/> # of children 0-5 whose caregiver attended parent ed or support groups (assessed or not assessed)	m. <input type="text"/> # of children 0-5 whose caregiver attended parent ed or support groups (assessed or not assessed)	$n / m = \text{} \%$ of children 0-5 whose caregiver attended parent ed or support groups and took pre/post tests or a survey	
		n. <input type="text"/> # of children 0-5 whose caregiver attended parent ed or support groups and took pre/post tests or a survey	n. <input type="text"/> # of children 0-5 whose caregiver attended parent ed or support groups and took pre/post tests or a survey		
		o. <input type="text"/> # of children 0-5 whose caregivers took a pre/post test or survey and indicated an increase in knowledge or skills	o. <input type="text"/> # of children 0-5 whose caregivers took a pre/post test or survey and indicated an increase in knowledge or skills	$o / n = \text{} \%$ of children 0-5 whose caregivers took a pre/post test or survey and indicated an increase in parenting knowledge or skills after attending parenting education or support groups.	
		p. <input type="text"/> Total # of DR children whose caregivers attended parent ed or support groups (assessed or not assessed)	p. <input type="text"/> Total # of DR children whose caregivers attended parent ed or support groups (assessed or not assessed)		
3. Caregivers are identified and linked to mental health services	<p>1. FRC Staff will provide a valid depression screening to caregivers of children 0-5 (DR & Non-DR) who are given a SBA.</p> <p>60% of the children 0-5 who are assessed will have caregivers who received depression screenings.</p>	q. <input type="text"/> # of Non-DR children 0-5 whose caregivers were screened for depression	q. <input type="text"/> # of Non-DR children 0-5 whose caregivers were screened for depression	$(q + r) / (f + h) = \text{} \%$ of the children 0-5 whose families were assessed have caregivers who received depression screenings.	
		r. <input type="text"/> # of DR children 0-5 whose caregivers were screened for depression	r. <input type="text"/> # of DR children 0-5 whose caregivers were screened for depression		
	<p>2. FRC staff will provide mental health referrals for caregivers of children 0-5 who scores 21 or above on the Burns depression screening (or who indicates a need for services).</p> <p>90% of the children whose caregivers indicate a need will receive a referral.</p>	s. <input type="text"/> # of children 0-5 whose caregivers scored 21 or above (or \who indicated a need for services)	s. <input type="text"/> # of children 0-5 whose caregivers scored 21 or above (or \who indicated a need for services)	$t / s = \text{} \%$ of the children 0-5 whose caregivers indicated a need, received a referral for mental health services	
		t. <input type="text"/> # of children 0-5 whose caregivers were referred for mental health services	t. <input type="text"/> # of children 0-5 whose caregivers were referred for mental health services		

4. Early identification of and referral for developmental delays and social-emotional problems of children 0-5	<p>1. FRC Staff will provide children 0-5 whose caregiver are assessed with developmental screenings using the Ages & Stages Questionnaire (ASQ)</p> <p>55% of the children 0-5 whose families are assessed will receive developmental screenings</p>	u. <input type="text"/> # of Non-DR children 0-5 whose families were assessed and received a developmental screening	u. <input type="text"/> # of Non-DR children 0-5 whose families were assessed and received a developmental screening	$(u + v) / (f + h) = \text{input} \%$ <p>of the children 0-5 whose families were assessed received developmental screenings</p>	
		v. <input type="text"/> # of DR children 0-5 whose families were assessed and received a developmental screening	v. <input type="text"/> # of DR children 0-5 whose families were assessed and received a developmental screening		
	<p>2. FRC Staff will provide referrals for children 0-5 who fall below the indicator line in any of the developmental areas of the ASQ.</p> <p>90% of the children who indicate this need will be referred.</p>	w. <input type="text"/> # of children 0-5 who scored below the indicator line in a developmental area of the ASQ	w. <input type="text"/> # of children 0-5 who scored below the indicator line in a developmental area of the ASQ	$x / w = \text{input} \% \text{ of the children 0-5 who indicated a need, were referred for further developmental assessment}$	
		x. <input type="text"/> # of children 0-5 who were referred as a result of scoring below the indicator line in a result area	x. <input type="text"/> # of children 0-5 who were referred as a result of scoring below the indicator line in a result area		
5. Families understand the importance of participating in their children's development and education	<p>1. FRC Staff will disseminate SR information to children 0-5 and their caregivers. Caregivers will indicate understanding the importance of their participation as evidenced by a survey.</p> <p>80% of children 0-5 served will have caregivers who indicate an understanding of the importance of caregiver education participation.</p>	y. <input type="text"/> # of children 0-5 whose caregivers received school readiness information	y. <input type="text"/> # of children 0-5 whose caregivers received school readiness information	$z / y = \text{input} \% \text{ of the children 0-5 whose families received school readiness information have caregivers who understand the importance of participating in their children's education}$	
		z. <input type="text"/> # of children 0-5 whose caregivers indicated an understanding of the importance of caregiver education participation	z. <input type="text"/> # of children 0-5 whose caregivers indicated an understanding of the importance of caregiver education participation		

6. Children 0-5 have health insurance and a health care provider	<p>1. FRC Staff will assist families in obtaining health insurance, and with the enrollment of children 0-5 into a health insurance program within 90 days of intake.</p> <p>85% of the children 0-5 who did not have health insurance when entering the program received assistance in obtaining health insurance</p> <p>80% of the assessed children 0-5 who did not have health insurance will be enrolled in a health insurance program within 90 days of intake.</p>	aa. <input type="text"/> # of children 0-5 without health insurance at time of intake	aa. <input type="text"/> # of children 0-5 without health insurance at time of intake	bb / aa = <input type="text"/> % of the children 0-5 who did not have health insurance when entering the program received assistance in obtaining health insurance	
		bb. <input type="text"/> # of children 0-5 who did not have health insurance at intake and have completed an application for health insurance	bb. <input type="text"/> # of children 0-5 who did not have health insurance at intake and have completed an application for health insurance		
		cc. <input type="text"/> # of children 0-5 without health insurance whose caregiver received a SBA	cc. <input type="text"/> # of children 0-5 without health insurance whose caregiver received a SBA	dd / cc = <input type="text"/> % of the assessed children 0-5 who did not have health insurance enrolled in a health insurance program within 90 days	
		dd. <input type="text"/> # of assessed children 0-5 without health insurance are enrolled in a health insurance program within 90 days	dd. <input type="text"/> # of assessed children 0-5 without health insurance are enrolled in a health insurance program within 90 days		

More Information

Additional Supporting Narrative (Only if Needed):

General Feedback, Comments or Suggestions (Only if Needed):

Resources (Staff, Funding, Materials, etc.):

Resource Changes (Only if Needed):

Activities & Services:

Activities & Services Changes (Only if Needed):

**MEDI-CAL DATA PRIVACY AND SECURITY
AGREEMENT BETWEEN
The California Department of Health Care Services
and the County of Stanislaus, Community Services Agency.**

PREAMBLE

The California Department of Health Care Services (DHCS) and the County of Stanislaus, Community Services Agency enter into this Medi-Cal Data Privacy and Security Agreement ("Agreement") in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII).

DHCS receives federal funding to administer the Medi-Cal program. DHCS provides funding to the County Department in exchange for the County Department's assistance in administering the Medi-Cal program.

This Agreement covers the County of Stanislaus, Community Services Agency workers that assist in the administration of the Medi-Cal program; and access, use, or disclose Medi-Cal PII. For the purpose of this Agreement, the following terms mean:

1. "Assist in the Administration of the Medi-Cal Program" is performing an administrative function on behalf of Medi-Cal, such as determining eligibility or case managing IHSS (In-Home Supportive Services) clients; and
2. "Medi-Cal PII" is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining Medi-Cal eligibility or conducting IHSS operations, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.

AGREEMENTS

NOW THEREFORE, DHCS and the County Department mutually agree as follows:

I. PRIVACY AND CONFIDENTIALITY

- A. County Department workers covered by this Agreement ("County Workers") may use or disclose Medi-Cal PII only to perform functions, activities or services directly related to the administration of the Medi-Cal program in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq, or as required by law. For example, County Workers performing eligibility determinations may generally only use or disclose Medi-Cal PII to

determine eligibility for individuals applying for Medi-Cal. County Workers assisting in the administration of In-Home Supportive Services (IHSS) program may generally use or disclose Medi-Cal PII only to perform administrative functions essential to the operation of the IHSS program. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. No County Worker shall duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Agreement.

- B. Access to Medi-Cal PII shall be restricted to only County Workers who need the Medi-Cal PII to perform their official duties in connection with the administration of the Medi-Cal program.
- C. County Workers who access, disclose or use Medi-Cal PII in a manner of for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

II. EMPLOYEE TRAINING AND DISCIPLINE

The County Department agrees to advise County Workers who have access to Medi-Cal PII of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the County Department shall:

- A. Train and use reasonable measures to ensure compliance with the requirements of this Agreement by County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII; and take corrective action against such County Workers who intentionally violate any provisions of this Agreement, up to and including by termination of employment. In complying with this requirement, the County Department agrees to:
 - 1. Provide privacy and security awareness training to each new County Worker within 30 days of employment and thereafter provide ongoing reminders of the privacy and security safeguards in this Agreement to all County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII.
 - 2. Maintain records indicating each County Worker's name and the date on which the initial privacy and security awareness training was completed.
 - 3. Retain training records for inspection for a period of three years after completion of the training.

III. MANAGEMENT OVERSIGHT AND MONITORING

The County Department agrees to:

- A. Establish and maintain ongoing management oversight and quality assurance for monitoring workforce compliance with the privacy and security safeguards in this Agreement when using or disclosing Medi-Cal PII.
- B. Ensure that ongoing management oversight includes periodic self-assessments and randomly sampling work activity by County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. DHCS shall provide the County Department with information on MEDS usage indicating any anomalies for investigation and follow-up.
- C. Ensure that these management oversight and monitoring activities are performed by County Workers whose job functions are separate from those who use or disclose Medi-Cal PII as part of their routine duties.

IV. CONFIDENTIALITY STATEMENT

The County Department agrees to ensure that all County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII sign a confidentiality statement. The statement shall include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement shall be signed by the County Worker prior to access to Medi-Cal PII.

V. PHYSICAL SECURITY

The County Department shall ensure that Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. The County Department agrees to safeguard Medi-Cal PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of County Department facilities where County Workers assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. The County Department shall ensure that these secure areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or access authorization; and access to premises is by official identification.
- B. Ensure that there are security guards or a monitored alarm system with or without security cameras 24 hours a day, 7 days a week at County Department facilities and leased facilities where a large volume of Medi-Cal PII is stored.
- C. Issue County Workers who assist in the administration of the Medi-Cal program identification badges and require County Workers to wear these badges at County Department facilities where Medi-Cal PII is stored or used.
- D. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices in facilities which are multi-use,

meaning that there are County Department and non-County Department functions in one building in work areas that are not securely segregated from each other. The County Department shall have policies which indicate that County Workers are not to leave records with Medi-Cal PII unattended at any time in vehicles or airplanes and not to check such records in baggage on commercial airplanes.

- E. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing Medi-Cal PII.

VI. COMPUTER SECURITY SAFEGUARDS

The County Department agrees to comply with the general computer security safeguards, system security controls, and audit controls in this section.

General Computer Security Safeguards

In order to comply with the following general computer security safeguards, the County Department agrees to:

- A. Encrypt portable computer devices, such as laptops and notebook computers that process and/or store Medi-Cal PII, with a solution using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution. One source of recommended solutions is specified on the California Strategic Sourced Initiative (CSSI) located at the following link: www.pd.dgs.ca.gov/masters/EncryptionSoftware.html. The County Department shall use an encryption solution that is full-disk unless otherwise approved by DHCS.
- B. Encrypt workstations where Medi-Cal PII is stored using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- C. Ensure that only the minimum necessary amount of Medi-Cal PII is downloaded to a laptop or hard drive when absolutely necessary for current business purposes.
- D. Encrypt all electronic files that contain Medi-Cal PII when the file is stored on any removable media type device (i.e. USB thumb drives, floppies, CD/DVD, etc.) using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- E. Ensure that all emails sent outside the County Department's e-mail environment that include Medi-Cal PII are sent via an encrypted method using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- F. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have a commercial third-party anti-virus software solution and are updated when a new anti-virus definition/software release is available.

- G. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have current security patches applied and up-to-date.
- H. Ensure that all Medi-Cal PII is wiped from systems when the data is no longer legally required. The County Department shall ensure that the wipe method conforms to Department of Defense standards for data destruction.
- I. Ensure that any remote access to Medi-Cal PII is established over an encrypted session protocol using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI. The County Department shall ensure that all remote access is limited to minimum necessary and least privilege principles.

System Security Controls

In order to comply with the following system security controls, the County Department agrees to:

- J. Ensure that all County Department systems containing Medi-Cal PII provide an automatic timeout after no more than 20 minutes of inactivity.
- K. Ensure that all County Department systems containing Medi-Cal PII display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User shall be directed to log off the system if they do not agree with these requirements.
- L. Ensure that all County Department systems containing Medi-Cal PII log successes and failures of user authentication and authorizations granted. The system shall log all data changes and system accesses conducted by all users (including all levels of users, system administrators, developers, and auditors). The system shall have the capability to record data access for specified users when requested by authorized management personnel. A log of all system changes shall be maintained and be available for review by authorized management personnel.
- M. Ensure that all County Department systems containing Medi-Cal PII use role based access controls for all user authentication, enforcing the principle of least privilege.
- N. Ensure that all County Department data transmissions over networks outside of the County's control are encrypted end-to-end using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI, when transmitting Medi-Cal PII. The County Department shall encrypt Medi-Cal PII at the minimum of 128 bit AES or 3DES (Triple DES) if AES is unavailable.

- O. Ensure that all County Department systems that are accessible via the Internet or store Medi-Cal PII actively use either a comprehensive third-party real-time host based intrusion detection and prevention program or be protected at the perimeter by a network based IDS/IPS solution.

Audit Controls

In order to comply with the following audit controls, the County Department agrees to:

- P. Ensure that all County Department systems processing and/or storing Medi-Cal PII have at least an annual system security review. The County Department review shall include administrative and technical vulnerability assessments.
- Q. Ensure that all County Department systems processing and/or storing Medi-Cal PII have an automated audit trail, which includes the initiator of the request, along with a time and date stamp for each access. These logs shall be read-only and maintained for a period of at least three (3) years. There shall be a routine procedure in place to review system logs for unauthorized access. The County Department shall investigate anomalies identified by interviewing County Workers and witnesses and taking corrective action, including by disciplining County Workers, when necessary.
- R. Maintain an automated audit trail record identifying either the individual worker or the system process that initiated a request for information from the Social Security Administration (SSA) for its systems, such as IEVS. Individual audit trail records shall contain the data needed to associate each query transaction to its initiator and relevant business purpose (that is, the client record for which SSA data was accessed) and each transaction shall be time and date stamped. Access to the audit file shall be restricted to authorized users with a need to know and the audit file data shall be unalterable (read only) and maintained for a minimum of three years.
- S. Investigate anomalies in MEDS usage identified by DHCS and report conclusions of such investigations and remediation to DHCS.
- T. Exercise management control and oversight, in conjunction with DHCS, of the function of authorizing individual user access to SSA data and MEDS and over the process of issuing and maintaining access control numbers and passwords.
- U. Ensure that all County Department systems processing and/or storing Medi-Cal PII have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

VII. PAPER DOCUMENT CONTROLS

In order to comply with the following paper document controls, the County Department agrees to:

- A. Dispose of Medi-Cal PII in paper form through confidential means, such as cross cut shredding and pulverizing.
- B. Not remove Medi-Cal PII from the premises of the County Department except for identified routine business purposes or with express written permission of DHCS.
- C. Not leave faxes containing Medi-Cal PII unattended and keep fax machines in secure areas. The County Department shall ensure that faxes contain a confidentiality statement notifying persons receiving faxes in error to destroy them. County Workers shall verify fax numbers with the intended recipient before sending.
- D. Use a secure, bonded courier with signature of receipt when sending large volumes of Medi-Cal PII. The County Department shall ensure that disks and other transportable media sent through the mail are encrypted using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

VIII. NOTIFICATION AND INVESTIGATION OF BREACHES

The County Department agrees to:

- A. Notify DHCS immediately by telephone call or e-mail upon the discovery of a breach of security of Medi-Cal PII in computerized form if the PII was, or is reasonably believed to have been, acquired by an unauthorized person; or within 24 hours by telephone call or e-mail of discovery of any other suspected security incident, intrusion, loss or unauthorized use or disclosure of PII in violation of this Agreement or the law. The County Department shall submit the notification to the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PII, the County Department shall notify DHCS by calling the DHCS ITSD Help Desk.

<p>DHCS Privacy Officer Privacy Officer c/o: Office of Legal Services Department of Health Care Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413</p> <p>Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646</p>	<p>DHCS Information Security Officer Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413</p> <p>Email: iso@dhcs.ca.gov Telephone: ITSD Help Desk (916) 440-7000 (800) 579-0874</p>
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- B. Ensure that the initial notification includes contact and component information; a description of the breach or loss with scope, numbers of files or records, type of equipment or media, approximate time and location of breach or loss; description of how the data was physically stored, contained, or packaged (e.g. password protected, encrypted, locked briefcase, etc.); whether any individuals or external organizations have been contacted; and whether any other reports have been filed.
- C. Take prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment.
- D. Investigate the breach and produce a written breach report within ten working days of the incident, detailing what data elements were involved; a description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PII; a description of where PII is believed to have been improperly transmitted, sent, or used; a description of the probable causes of the breach; a detailed corrective action plan including measures that were taken to halt and/or contain the breach. The County Department shall submit the breach report to the DHCS Privacy Officer and Information Security Officer.
- E. Notify individuals of the breach or unauthorized use or disclosure of Medi-Cal PII maintained by the County Department when notification is required under state or federal law. The County Department shall obtain the approval of the DHCS Privacy Officer for the time, manner and content of any such required notifications. County Department shall be responsible for the cost of such notification to the extent that such breach or unauthorized use or disclosure is due to the negligence or intentional misconduct of County Department. To the extent such breach or unauthorized use or disclosure is due to the negligence or intentional misconduct of DHCS, DHCS shall be responsible for notifying individuals and the County Department shall not be responsible for any costs of notification. If there is any question as to whether DHCS or the County Department is responsible for the breach, DHCS shall issue the notice and DHCS and the County Department shall subsequently determine responsibility for purposes of allocating the costs of such notices.

IX. COMPLIANCE WITH SSA AGREEMENT

The County Department agrees to comply with substantive privacy and security requirements in the Agreement between the Social Security Administration and DHCS, known as the 1137 Agreement, which is appended to and hereby incorporated into this Agreement (Exhibit A). The specific sections of the 1137 Agreement which contain substantive privacy and security requirements which are to be complied with by County Department are as follows: XI. Procedures for Security; XII. Safeguarding and Reporting Responsibilities for Personally Identifiable Information (PII); XIII. Procedures for Records Usage, Duplication, and Redisclosure Restrictions; and Attachment C, Information System Security Guidelines for Federal, State and Local Agencies Receiving Electronic Information from the Social Security Administration. If there is any conflict between a privacy and security standard in these sections of the 1137 Agreement and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means that standard which provides the greatest protection to data.

X. COMPLIANCE BY COUNTY DEPARTMENT AGENTS

The County Department shall require that any agents, including subcontractors, which assist the County Department in its Medi-Cal functions and to which the County Department provides PII, agree to the same privacy and security safeguards as are contained in this Agreement; and to incorporate, when applicable, the relevant provisions of this Agreement into each subcontract or sub-award to such agents or subcontractors.

XI. ASSESSMENTS AND REVIEWS

In order to enforce this Agreement and ensure compliance with its provisions, the County Department agrees to allow DHCS to inspect the facilities, systems, books and records of the County Department, with reasonable notice from DHCS, in order to perform assessments and reviews. Such inspections shall be scheduled at times that take into account the operational and staffing demands of the county. The County Department agrees to promptly remedy any violation of any provision of this Agreement and certify the same to the DHCS Privacy Officer and Information Security Officer in writing, or to enter into a written corrective action plan with DHCS containing deadlines for achieving compliance with specific provisions of this Agreement.

XII. DEADLINE FOR SUBSTANTIAL COMPLIANCE

- A. The County Department shall be in substantial compliance with this Agreement by no later than July 1, 2010.
- B. If, at any time, the county is unable to meet the security and privacy requirements imposed in this Agreement in the manner specified therein due to a lack of funding;

DHCS will work with the county to develop a Corrective Action Plan which can be implemented within the resources provided by the state for this purpose and which is intended to substantially meet those security and privacy requirements even if such requirements are met utilizing alternative or different methods than those specified in this Agreement.

- C. DHCS shall monitor corrective action plans which County Department develops to remediate gaps in security compliance under this Agreement and reassess compliance.

XIII. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations by the County Department of the privacy or security of Medi-Cal PII, or federal or state laws or agreements concerning privacy or security of Medi-Cal PII, the County Department shall make all reasonable effort to make itself and any subcontractors, agents, and County Workers assisting in the administration of the Medi-Cal program and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses. DHCS shall also make all reasonable efforts to make itself and any subcontractors, agents, and employees available to County Department at no cost to County Department to testify as witnesses, in the event of litigation or administrative proceedings involving the County Department based upon claimed violations by DHCS of the privacy or security of Medi-Cal PII, or state or federal laws or agreements concerning privacy or security of Medi-Cal PII.

EXHIBIT E

TYPE YOUR AGENCY NAME HERE MONTHLY OUTCOME REPORT
 OFFICE OF CHILD ABUSE PREVENTION SERVICE PROVISION REPORT
 MONTH ENDING: _____
 FUNDING SOURCE: CAPIT CCF CBCAP PSSF

CUSTOMER CENTERED SERVICES*	NUMBER OF CUSTOMERS SERVED						
	CHILDREN				Adults (19 years - older)		FAMILIES
	Ages 0-5		Ages 6-18		without disabilities	with disabilities	
	without disabilities	with disabilities	without disabilities	with disabilities			
Family Resource Center							
Home Visitation							
Information & Referral							
Parent Education and Support							
Parenting Program (Classes)							
Totals	Children 0-5 w/o disabilities	Children 0-5 with disabilities	Children 6-18 w/o disabilities	Children 6-18 with disabilities	Adults w/o disabilities	Adults with disabilities	Families

AGENCY CENTERED ACTIVITIES	NUMBER OF PARTICIPANTS				
	Parents (Consumer of Services)	County Agency Staff	Private Nonprofit Staff	Child Abuse Council Staff	Other (Specify)
State of Regional Training					
Peer Review					
Evaluation / Research					
Other (Specify)					

FUNDING SOURCE:
 CAPIT - CHILD ABUSE PREVENTION, INTERVENTION AND TREATMENT
 CCF - COUNTY CHILDREN'S FUND
 CBCAP - COMMUNITY BASED CHILD ABUSE PREVENTION
 PSSF - PROMOTING SAFE AND STABLE FAMILIES

**COUNTY OF STANISLAUS
AGREEMENT TO PROVIDE
FAMILY RESOURCE CENTERS AND SERVICES
JULY 1, 2009 THROUGH JUNE 30, 2012**

BOARD OF SUPERVISORS

2009 OCT 22 A 8:24

This AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY AND STANISLAUS COUNTY CHILDREN AND FAMILIES COMMISSION (jointly as "County") and **SIERRA VISTA CHILD & FAMILY SERVICES** ("Consultant"), a California non-profit corporation, on July 1, 2009.

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.

INTRODUCTION

WHEREAS, County has the need for Family Resource Centers, referred to as the Hughson Family Resource Center; and Consultant has agreed to provide those services;

WHEREAS, the Consultant 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 Consultant 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, which is attached hereto and, by this reference, made a part hereof.
 - 1.2 All documents, drawings and written work product prepared or produced by the Consultant under this Agreement, including without limitation electronic data files, are the property of the Consultant; 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 Consultant may copyright the same, except that, as to any work which is copyrighted by the Consultant, 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 Consultant at the County's request under this Agreement will be performed in a timely manner in accordance with a Schedule of Work, which the parties hereto shall agree to. The Schedule of Work may be revised from time to time upon mutual written consent of the parties.

- 1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.
- 1.5 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant will be the agent of the Consultant not the County.

2. CONSIDERATION

- 2.1 The Consultant shall be compensated on a time and materials basis as provided in Exhibit A attached hereto.
- 2.2 Except as expressly provided in this Agreement, Consultant 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, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant 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 The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.
- 2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- 2.5 Payments of all services provided in accordance with the provisions of this Agreement 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 Consultant's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Consultant ceases to be licensed or otherwise authorized to do business in the State of California, and the Consultant 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 thirty (30) days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.
- 3.5 County shall notify Consultant 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 Agreement in the event corrections are not accomplished within thirty (30) days.
- 3.6 This Agreement 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, Consultant 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 Agreement, County may terminate the Agreement immediately:
 - A. Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services; or,
 - B. Upon loss of any license(s) required for lawful operation of Consultant'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 Consultant

3.8 This Agreement is funded from revenue derived from a tax placed on the sales of cigarettes. The County reasonably believes that such tax revenue will be available to fully fund this Agreement for its term. In the event, however, no funds or insufficient funds are available for payments as determined in the sole discretion of the County, the County will immediately notify Consultant of such occurrence and the Agreement may be terminated by County upon thirty (30) days notice. After this Agreement is terminated under these provisions, County shall have no obligation to make further payments and shall only be obligated for work already performed pursuant to this Agreement

3.9 Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

4. WORK SCHEDULE

Consultant is obligated to perform in a timely manner those services and work identified in Exhibit A. It is understood by Consultant that the performance of these services and work will require the Consultant 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 Consultant; 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 Consultant to provide the services and work described in Exhibit A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant 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 Consultant at no expense to the County.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant--not the County--has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

7. INSURANCE

7.1 Consultant 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 Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- 7.1.2 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.
- 7.1.3 Automobile Liability Insurance. If the Consultant or the Consultant'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.
- 7.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this Agreement, the Consultant certifies under section 1861 of the Labor Code that the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant's defense and indemnification obligations as set forth in this Agreement.

- 7.3 The Consultant shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, 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 Consultant, including the insured's general supervision of the Consultant; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County 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 Consultant.
- 7.4 The Consultant'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 Consultant's insurance and shall not contribute with Consultant'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 and employees.
- 7.6 The Consultant'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 Consultant 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 of no less than A-:VII; 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.
- 7.9 Consultant 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 Consultant begins performance of its obligations under this Agreement, Consultant 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 Consultant. 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 Consultant and Consultant's officers, employees, agents, representatives or subcontractors.
- 7.12 If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant agrees to maintain the required insurance coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. Consultant may maintain the required post agreement coverage by renewal of purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

8. DEFENSE AND INDEMNIFICATION

- 8.1 To the fullest extent permitted by law, Consultant 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 Consultant or Consultant'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, Consultant'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 Consultant in contributing to such claim, damage, loss and expense.
- 8.2 Consultant'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 Consultant 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 Consultant 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 CONSULTANT

- 9.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, 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, Consultant 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 Consultant. It is understood by both Consultant 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 Consultant 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 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant 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 Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.
- 9.4 Consultant is permitted to provide services to others during the same period services are provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.
- 9.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. 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 Consultant.
- 9.6 It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, 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.
- 9.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.
- 9.8 As an independent contractor, Consultant 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 Consultant 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, provided that said writings are not deemed by Consultant to be confidential, attorney work product, or privileged, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. 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 Consultant related to this Agreement as required by State law. An independent public accountant can be appointed by County.
- 10.5 Consultant 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 Consultant shall be responsible for the procurement and performance of a fiscal and compliance audit annually. Entities receiving in excess of \$500,000 in Federal funds must comply with the Single Audit Act of 1984, PL 98-502 and the Single Audit Amendments of 1996, P.L. 104-156. 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-133 as this applies to the auditing of states, local governments, institutions of higher education and non-profit.
- 10.8 The annual audit requirement is replaced with a biennial audit covering the most recent fiscal year if all of the following apply:
 - A. The total County Agreement expenditures, from all funding sources, during the fiscal year, are less than \$100,000
 - B. The Consultant is in compliance with all other Agreement requirements
 - C. An audit was performed on one of the preceding two years in accordance with Government Auditing Standards and a copy of the report and any management letter has been submitted to County
 1. The auditor's opinion on the financial statement and the schedule of federal awards (if applicable) were unqualified

2. There were no deficiencies in internal control over financial reporting that were identified as material weaknesses under the requirements of Government Auditing Standards
 3. None of the state or federal programs had audit findings in the preceding year that were classified as:
 - a. Material weaknesses in the internal control over compliance
 - b. Noncompliance with the provisions of laws, regulations, contracts, or grant agreements that had a material effect on the program
 - c. Known or likely questioned costs
- D. The audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 10.9 Consultant 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.
- 10.10 Expenses incurred by Consultant to provide for the performance of an audit to satisfy said requirements are an allowable Agreement cost. Consultant is responsible for ensuring that the appropriate portion of audit costs are included with its total executed Agreement funds.
- 10.11 Consultant 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 Consultant's fiscal year.

11. CONFIDENTIALITY

Consultant 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:

- 11.1 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.
- 11.2 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.
- 11.3 Consultant 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.
- 11.4 Consultant, as an agent of Stanislaus County, shall adhere to the privacy and security safeguards contained in EXHIBIT D called Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the County of Stanislaus, Community Services Agency.

12. NONDISCRIMINATION

- 12.1 During the performance of this Agreement, Consultant 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. Consultant 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. Consultant 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 Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 12.3 Consultant shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

13. ASSIGNMENT

- 13.1 This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant 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 Consultant 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 Manager
P.O. Box 42
Modesto, CA 95353

To Consultant: Sierra Vista Child & Family Services
Attention: Judy Kindle, Executive Director
1400 K Street, Suite F
Modesto, CA 95354

16. CONFLICTS

Consultant 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. 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.

20. 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.

21. 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.

22. GENERAL ACCOUNTABILITY

22.1 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.

22.2 In the event of any State hearings, cash grant award or lawsuit award resulting from Consultant's failure to perform as required by this Agreement, Consultant shall make reimbursement to the damaged party.

22.3 Additional costs to County for maintaining any portion of the Agreement as a result of Consultant'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.

23. CODE OF ETHICS

Consultant shall uphold the following Code of Ethics:

- Professional Conduct: Employees of Consultant will abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Consultant will also abide by specific codes of ethics prescribed by the professional organizations that set standards for their profession.
- Quality of Service: Employees of Consultant 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 Consultant will conduct all activities with respect and courtesy for participants.
- Propriety: Employees of Consultant will not make use of their position or relationship with clients for personal gain.
- Positive Representation: Employees of Consultant will not behave in any manner that will bring discredit to his/her professional status and reputation or to the program.
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24. STATE ENERGY CONSERVATION PLAN

Consultant 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).

25. 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 Agreement including those covered by copyright.

26. CONVICTION OF CRIME

26.1 Consultant 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 assigned to provide services under this Agreement, when such information becomes known to Consultant.

26.2 Consultant 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.

26.3 Consultant shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1 through 11165.6. Consultant 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.

27. MATCHING FUNDS

These funds are not available for matching unless certified by County.

28. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

28.1 County and Consultant recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this paragraph, Consultant will be referred to as the "prospective recipient".

28.2 This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

A. The prospective recipient of Federal assistance funds certifies by entering this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

B. The prospective recipient of funds agrees by entering this Agreement, that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Federal department or agency with which this transaction originated.

- C. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.
- D. The prospective recipient shall provide immediate written notice to County if at any time prospective recipient learns that its certification in paragraph 28, of this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The prospective recipient further agrees that by entering this Agreement, it will include a clause identical to paragraph 28 of this Agreement and titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- F. The certification in paragraph 28 of this Agreement is a material representation of fact upon which County placed reliance when this transaction was entered into.

29. COMPLIANCE WITH FALSE CLAIMS ACT

- 29.1 Consultant shall notify County immediately upon discovery of any employee of Consultant, any subcontractor, agent or other persons providing services, on behalf of Consultant who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Consultant, any subcontractor, agent or other persons providing services on behalf of Consultant, who is placed on the Medi-Cal Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at www.medi-cal.ca.gov.
- 29.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Consultant shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Consultant the policies and procedures related to the Federal and State False Claims Act. Consultant agrees that it has received a copy of the False Health Care Claims Policy approved by the Stanislaus County Board of Supervisors on May 8, 2007 and that it and its employees, subcontractors, agents and other persons providing services on behalf of Consultant will adhere to these policies and procedures.

30. MISCELLANEOUS REQUIREMENTS

- 30.1 During the period of this Agreement, Consultant agrees to:
 - A. Maintain a tobacco free environment on Consultant's property, including outside areas.
 - B. Refuse to accept any direct funds from tobacco industry sources, including event sponsorships and in-kind donations.
 - C. Provide information to its staff on smoking cessation and the dangers of secondhand smoke.
 - D. Provide healthy food and snack options when meals or foods are provided during the course of program operations.

This Agreement has been signed by the parties or their duly authorized representatives to become effective as of the date referenced on the first page.

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

**APPROVED AS TO CONTENT:
COMMUNITY SERVICES AGENCY**

By: _____

Christine C. Applegate
Christine C. Applegate

Title: Director

Dated: 6-29-09

SIERRA VISTA CHILD & FAMILY SERVICES

By: _____

Judy Kuehl
Judy Kuehl

Title: Executive Director

Dated: 6-20-09

Tax Payer Identification Number:

94-2158023

CHILDREN AND FAMILIES COMMISSION

By: _____

John Sims
John Sims

Title: Executive Director

Dated: 6/25/09

**COUNTY OF STANISLAUS
PURCHASING DEPARTMENT**

JUL 09 2009

By: _____

Chad E. Nelson
Chad E. Nelson

Title: Purchasing Agent

Dated: _____

**APPROVED AS TO FORM:
COUNTY COUNSEL
JOHN P. DOERING**

By: _____

Title: Deputy County Counsel

Dated: 6/17/09

COUNTY OF STANISLAUS

Approved per BOS Item #: 2009-381

Dated: 6/9/09

**SIERRA VISTA CHILD & FAMILY SERVICES
AGREEMENT TO PROVIDE
FAMILY RESOURCE CENTERS AND SERVICES
JULY 1, 2009 THROUGH JUNE 30, 2012**

I. SCOPE OF WORK

A. Consultant shall provide the following services at the Family Resource Center located at 2413 3rd Street, Hughson to residents of Stanislaus County as follows:

1. See EXHIBIT C, Stanislaus County Outcomes And Results Reporting Sheet (SCOARRS) for outline of services to be performed by Consultant, which is hereby incorporated by reference and made a part thereof.
2. Consultant shall actively recruit and engage community members and consumers of services as participants in planning and implementing this Agreement.
3. Family Resource Center locations are expected to open at least four (4) hours per day five (5) days per week and closed no more than thirteen (13) days in a twelve (12) month period for traditional and legal holidays.

B. Outcomes

Consultant shall meet the following Outcomes during the term of this Agreement:

1. See EXHIBIT C, SCOARRS for outline of Planned Outcomes.
2. Consultant shall establish an Internal Monitoring Plan to monitor and meet the outcomes set forth in this Agreement.

II. COMPENSATION

Consultant shall be compensated for the services provided under this Agreement as follows:

A. Costs:

1. The maximum amount of this Agreement for the period July 1, 2009 through June 30, 2012 shall not exceed \$478,860. The maximum amount per fiscal year is as follows:

July 1, 2009 through June 30, 2010 shall not exceed \$159,620

July 1, 2010 through June 30, 2011 shall not exceed \$159,620

July 1, 2011 through June 30, 2012 shall not exceed \$159,620

2. This is a cost reimbursement Agreement. The costs attendant to the provision of service are described in EXHIBIT B which is hereby incorporated by reference and made a part hereof. Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, or as the budget is thereafter amended or obligated.

3. Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, or as the budget is thereafter amended or obligated.
 4. Consultant shall provide a minimum of \$3,860 In-Kind contribution, as detailed in EXHIBIT B – Consultant's Budget.
- B. Consultant shall make no charge to the recipient and shall collect no share of cost.
- C. This Agreement shall be effective July 1, 2009 through June 30, 2012.
- D. Consultant agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Consultant costs, both indirect and direct, relative to this Agreement.
- E. Costs must conform with Federal costs regulation: OMB Circular A-87, A Guide for State and Local Government Agencies, 48 CFR, Part 31, Subpart 31.2 (for profit agencies), and OMB Circular A-122 (for nonprofit agencies). All equipment purchased by Consultant must be depreciated in accordance with 45 CFR 95.705. 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 agreement/program. County reserves the right to physically reclaim any/all such property at the conclusion of the Agreement in accordance with 45 Code of Federal Regulations, Part 74, Administration of Grants.
- F. Any equipment, materials, supplies, or property of any kind purchased for or financed from funds provided under this Agreement, excepting any funds received for indirect expense pursuant to the budget document attached as EXHIBIT B, having useful life of three (3) years or greater, and a value in excess of One Thousand Dollars (\$1,000.00) shall be defined as an inventory item. All inventory items not fully consumed in the work described herein shall be the property of the County at the termination of this Agreement unless the County, at its sole discretion, makes an alternative disposition. Consultant shall annually prepare a written report of all inventory items and submit the report to the County. Consultant shall also file an inventory report with the County within ten (10) days after termination this Agreement. Final disposition of all inventory items shall be in accordance with written instructions from the County. Consultant is responsible for proper maintenance of inventory items and is responsible for all damage except for normal wear and tear.
- G. County shall not be required to purchase any definite amount of services nor does County guarantee to Consultant any minimum amount of funds or hours.
- H. Billings:
1. Consultant shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for **July 2009 through April 2010 services. Billings for the service month of May and June 2010 are as follows:**

May 2010 is due June 10, 2010
June 2010 is due July 8, 2010

2. Consultant shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for **July 2010 through April 2011 services. Billings for the service month of May and June 2011 are as follows:**

May 2011 is due June 9, 2011

June 2011 is due July 7, 2011

3. Consultant shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for **July 2011 through April 2012 services. Billings for the service month of May and June 2012 are as follows:**

May 2012 is due June 7, 2012

June 2012 is due July 5, 2012

Billing requirements are subject to change and the Consultant will be notified in writing.

4. Billings will be submitted to:

Stanislaus County Children and Families Commission
930 15th Street
Modesto, CA 95354-1115
(209) 558-6218

5. Supporting documentation shall accompany each invoice: copies of employee time studies/time cards documenting actual time dedicated to these Agreement services, supporting payroll and fringe benefit journals, copies receipts/invoices of all Consultant operational costs billed to this Agreement. In addition, Consultant will submit a monthly report, in a County specified format, indicating client populations, client's age and services rendered.

I. **Payments:**

1. If the conditions set forth in this Agreement are met County shall pay, on or before the thirtieth (30th) day of each month following the month of billing, the sum of money claimed by the approved billings, (less any credit due County for adjustments of prior billing.) If the conditions are not met, County shall pay when the necessary processing is completed.
2. County will not pay for unauthorized services rendered by Consultant nor for the claimed services which County monitoring shows have not been provided as authorized.
3. Payment for travel must be in accordance with County Travel Policy located at <http://www.co.stanislaus.ca.us/BOS/Agenda/2004/20040615/B10.pdf>
4. County retains the right to withhold payment on disputed claims.
5. Final payment under Agreement may be held until a termination audit is completed or until receipt of Consultant's annual narrative report. Final payment may be adjusted if Contractor has not met their annual In-Kind Match.

III. REPORTING:

In addition to monthly invoice Consultant, shall submit reports or other data as required by County including, but not limited to:

A. MONTHLY

1. Monthly Program Statistical Reports – Consultant will submit the Program Statistical Report as specified in EXHIBIT E, which is incorporated by this reference, by the 30th day of the following month via email to CSAReport@stancounty.com.
2. Differential Response Client Data Sheet (DR Client Data Sheet) – Consultant shall submit a DR Client Data Sheet as specified in EXHIBIT F, which is incorporated by this reference, within twenty (20) days following the end of the service month via email to DR Client Data@stancounty.com.

B. QUARTERLY

1. SCOARRS – Consultant will submit the SCOARRS, EXHIBIT C, by the last business day of the following month. Receipt of the report is required in order to make payment to Consultant. The County will provide the Consultant with the forms via e-mail.
2. Proposition 10 Evaluation Data System (PEDS) data entry is due by the last business day of the following month.
3. Quarterly - Year to date In-Kind Report – A line item summary of actual expenditures and In-Kind Match.

C. Annual Reporting – Due within thirty (30) days of the end of the Program/Agreement Year as follows:

1. Program Narrative/Annual Report - Consultant shall submit to Commission Program Evaluator and Program Monitor an annual report in the format provided by the County by August 2010, 2011, and 2012 (deadline to be provided).
2. Annual SCOARRS – Consultant shall submit an annual SCOARRS which will include year to date outcomes for the annual period.

D. Customer Satisfaction Survey

1. Consultant shall develop and conduct a customer satisfaction survey during the second and fourth quarters of the Fiscal Year. Consultant will compile and report survey results by the last business day of the following month after Quarter 2 and Quarter 4.
2. Consultant will develop and conduct an employee satisfaction survey annually. Survey results are to be reported in the program's annual report described in Section D1.

- E. Consultant shall submit all reporting via email to the following (except DR Case Counts and Monthly Statistical Reporting):

CSAReport@stancounty.com

Kirsten Jasek-Rysdahl, Program Evaluator-rysdahlk@stancounty.com

Dan Rosas, Program Monitor/Public Relations Specialist -rosasd@stancounty.com

- F. County will notify Consultant of any form and/or submittal procedure changes.

IV. EVALUATION AND MONITORING:

- A. Consultant shall collect data/information to report in annual report in the following areas:
 - 1. Leveraging
 - 2. Linkages/collaboration
 - 3. Best practices/evidence-based practices
 - 4. Cultural proficiency
 - 5. Community feedback
 - 6. Evaluation capacity
 - 7. Response to prior evaluation recommendations
 - 8. Agreement compliance issues
 - 9. Financial management
 - 10. Outcomes/results
- B. Consultant shall participate in site visits with County representative twice yearly. Consultant shall also meet periodically with a County representative upon the reasonable request of the County to discuss, review, and evaluate program activities.
- C. At County's option, Consultant may be required to file regular and/or special reports to document performance under this Agreement.
- D. Consultant agrees to provide the necessary documentation to verify performance under this Agreement.
- E. Consultant shall have a representative attend all Commission's Quarterly Contractor Meetings.
- F. Consultant shall participate in an activity and/or assessment regarding collaboration efforts and outcomes.
- G. Consultant shall develop a sustainability plan and submit the plan to the County on or before Friday, October 30, 2009.

EXHIBIT B

SIERRA VISTA CHILD & FAMILY SERVICES
 AGREEMENT TO PROVIDE
 FAMILY RESOURCE CENTERS AND SERVICES
 JULY 1, 2009 THROUGH JUNE 30, 2012

<u>BUDGET CATEGORY</u>	<u>AGREEMENT FUNDS</u>	<u>IN-KIND</u>	<u>TOTAL</u>
1. Personnel Services			
a) Salaries	\$289,350	\$16,224	\$305,574
b) Fringe Benefits	\$ 63,657		\$ 63,657
Total Personnel	\$353,007	\$16,224	\$369,231
2. Operating Expenses	\$ 81,553		\$ 81,553
3. Contracted Services			
a) Haven Women's Center	\$ 9,000		\$ 9,000
Indirect			
10% of Salary & Benefits	\$ 35,300		\$ 35,300
TOTALS:	\$478,860	\$16,224	\$495,084

EXHIBIT B

SIERRA VISTA CHILD & FAMILY SERVICES
 AGREEMENT BUDGET
 FAMILY RESOURCE CENTERS AND SERVICES
 JULY 1, 2009 THROUGH JUNE 30, 2010

<u>BUDGET CATEGORY</u>	<u>AGREEMENT FUNDS</u>	<u>IN-KIND</u>	<u>TOTAL</u>
1. Personnel Services			
a) Salaries	\$ 96,450	\$5,408	\$101,858
b) Fringe Benefits	\$ 21,219		\$ 21,219
Total Personnel	\$117,669	\$5,408	\$123,077
2. Operating Expenses	\$ 27,185		\$ 27,185
3. Contracted Services			
a) Haven Women's Center	\$ 3,000		\$ 3,000
Indirect			
10% of Salary & Benefits	\$ 11,766		\$ 11,766
TOTALS:	\$159,620	\$5,408	\$165,028

EXHIBIT B

**SIERRA VISTA CHILD & FAMILY SERVICES
AGREEMENT BUDGET
FAMILY RESOURCE CENTERS AND SERVICES
JULY 1, 2010 THROUGH JUNE 30, 2011**

<u>BUDGET CATEGORY</u>	<u>AGREEMENT FUNDS</u>	<u>IN-KIND</u>	<u>TOTAL</u>
1. Personnel Services			
a) Salaries	\$ 96,450	\$5,408	\$101,858
b) Fringe Benefits	\$ 21,219		\$ 21,219
Total Personnel	\$117,669	\$5,408	\$123,077
2. Operating Expenses	\$ 27,184		\$ 27,184
3. Contracted Services			
a) Haven Women's Center	\$ 3,000		\$ 3,000
Indirect			
10% of Salary & Benefits	\$ 11,766		\$ 11,766
TOTALS:	\$159,619	\$5,408	\$165,027

EXHIBIT B

SIERRA VISTA CHILD & FAMILY SERVICES
 AGREEMENT BUDGET
 FAMILY RESOURCE CENTERS AND SERVICES
 JULY 1, 2011 THROUGH JUNE 30, 2012

<u>BUDGET CATEGORY</u>	<u>AGREEMENT FUNDS</u>	<u>IN-KIND</u>	<u>TOTAL</u>
1. Personnel Services			
a) Salaries	\$ 96,450	\$5,408	\$101,858
b) Fringe Benefits	\$ 21,219		\$ 21,219
Total Personnel	\$117,669	\$5,408	\$123,077
2. Operating Expenses	\$ 27,184		\$ 27,184
3. Contracted Services			
a) Haven Women's Center	\$ 3,000		\$ 3,000
Indirect			
10% of Salary & Benefits	\$ 11,766		\$ 11,766
TOTALS:	\$159,619	\$5,408	\$165,027



Stanislaus County Outcomes And Results Reporting Sheet (SCOARRS)



Date:

Agency: Sierra Vista
Program Name: Hughson FRC Services

Prepared by:
Phone Number:
Email:

Reporting for Quarter:

- 1st Quarter
- 2nd Quarter
- 3rd Quarter
- 4th Quarter

PLANNED OUTCOMES	STRATEGIES/MILESTONES	INDICATORS-CURRENT QUARTER (PROGRESS)	INDICATORS-CUMULATIVE (PROGRESS)	INDICATORS-CUMULATIVE CALCULATED	NARRATIVE (ONLY IF NEEDED & SPECIFIC TO THE INDICATOR)
<p>1. Decreased occurrence and recurrence of child abuse and neglect through Family Support</p>	<p>1. FRC Staff will provide strength based assessments (SBA) to caregivers of referred DR children. 60 % of the referred DR children will have caregivers who receive a SBA.</p>	<p>a. <input type="text"/> # of referred DR children</p>	<p>a. <input type="text"/> # of referred DR children</p>	<p><math>b / a = \text{ <input type="text"/> } \%</math> of the referred DR children have caregivers who received a SBA</p>	
	<p>2. FRC Staff will provide referrals, resources, or support services to caregivers of referred DR children. 70% of the referred DR children will have caregivers who receive referrals, resources, or support services</p>	<p>b. <input type="text"/> # of DR children whose caregivers are assessed (includes those who receive short-term or ongoing case management)</p>	<p>b. <input type="text"/> # of DR children whose caregivers are assessed (includes those who receive short-term or ongoing case management)</p>		<p><math>(c + b) / a = \text{ <input type="text"/> } \%</math> of the referred DR children have caregivers who received referrals, resources, or support services</p>
	<p>3. FRC Staff will provide ongoing case management (3 months or more within the FY) to the caregivers of referred DR children. 40% of the referred DR children will have caregivers who receive ongoing case management.</p>	<p>c. <input type="text"/> # of DR children whose caregivers are provided referrals, resources, or support services (but are not assessed)</p>	<p>c. <input type="text"/> # of DR children whose caregivers are provided referrals, resources, or support services (but are not assessed)</p>	<p><math>d / a = \text{ <input type="text"/> } \%</math> of the referred DR children have caregivers who received ongoing case management</p>	<p>To be completed 4th quarter</p>

4. FRC Staff will provide strength based assessments to the caregivers of children 0-5 (DR & non-DR).

60% of the children 0-5 will have caregivers who receive a SBA.

e. # of Non-DR children 0-5 (all non-DR children 0-5 receiving any Prop 10 services)

e. # of Non-DR children 0-5 (all non-DR children 0-5 receiving any Prop 10 services)

f. # of Non-DR children 0-5 whose caregivers are assessed

f. # of Non-DR children 0-5 whose caregivers are assessed

g. # of referred DR children 0-5

g. # of referred DR children 0-5

h. # of DR children 0-5 whose caregivers are assessed

h. # of DR children 0-5 whose caregivers are assessed

$(f + h) / (e + g) = \text{input} \%$
of the children 0-5 have caregivers who received a SBA

5. FRC Staff will provide referrals or resources to the caregivers of children 0-5 (DR & non-DR).

80% of the children 0-5 will have caregivers who receive referrals, resources, or support services.

i. # of Non-DR children 0-5 whose caregivers are provided referrals or resources (but are not assessed)

i. # of Non-DR children 0-5 whose caregivers are provided referrals or resources (but are not assessed)

j. # of DR children 0-5 whose caregivers are provided referrals or resources (but are not assessed)

j. # of DR children 0-5 whose caregivers are provided referrals or resources (but are not assessed)

$(i + j) + (f + h) / (e + g) = \text{input} \%$
of the children 0-5 have caregivers who received referrals or resources

6. FRC Staff will provide ongoing case management (3 months or more within the FY) to the caregivers of children 0-5 (DR & non-DR).

40% of the children 0-5 will have caregivers who receive ongoing case management.

k. # of Non-DR children 0-5 whose caregivers are provided ongoing case management (assessed and 3 months of CM during the FY)

k. # of Non-DR children 0-5 whose caregivers are provided ongoing case management (assessed and 3 months of CM during the FY)

l. # of DR children 0-5 whose caregivers are provided ongoing case management (assessed and 3 months of CM during the FY)

l. # of DR children 0-5 whose caregivers are provided ongoing case management (assessed and 3 months of CM during the FY)

$(k + l) / (e + g) = \text{input} \%$
of the children 0-5 have caregivers who received ongoing case management

To be completed 4th quarter

To be completed 4th quarter

2. Increased parenting knowledge, skills, and support	<p>1. FRC Staff will provide parenting education on support groups and measure the increase in knowledge/skills through a survey or pre/post test.</p> <p>60% of the children 0-5 have caregivers who attended parent ed or support groups and took pre/post tests or surveys</p> <p>75% of the children 0-5 will have caregivers who took a pre/post test or survey and indicated an increase in parenting knowledge or skills after attending parenting education or support groups.</p>	m. <input type="text"/> # of children 0-5 whose caregiver attended parent ed or support groups (assessed or not assessed)	m. <input type="text"/> # of children 0-5 whose caregiver attended parent ed or support groups (assessed or not assessed)	$n / m = \text{input} \%$ of children 0-5 whose caregiver attended parent ed or support groups and took pre/post tests or a survey	
		n. <input type="text"/> # of children 0-5 whose caregiver attended parent ed or support groups and took pre/post tests or a survey	n. <input type="text"/> # of children 0-5 whose caregiver attended parent ed or support groups and took pre/post tests or a survey		
		o. <input type="text"/> # of children 0-5 whose caregivers took a pre/post test or survey and indicated an increase in knowledge or skills	o. <input type="text"/> # of children 0-5 whose caregivers took a pre/post test or survey and indicated an increase in knowledge or skills	$o / n = \text{input} \%$ of children 0-5 whose caregivers took a pre/post test or survey and indicated an increase in parenting knowledge or skills after attending parenting education or support groups.	
		p. <input type="text"/> Total # of DR children whose caregivers attended parent ed or support groups (assessed or not assessed)	p. <input type="text"/> Total # of DR children whose caregivers attended parent ed or support groups (assessed or not assessed)		
3. Caregivers are identified and linked to mental health services	<p>1. FRC Staff will provide a valid depression screening to caregivers of children 0-5 (DR & Non-DR) who are given a SBA.</p> <p>60% of the children 0-5 who are assessed will have caregivers who received depression screenings.</p>	q. <input type="text"/> # of Non-DR children 0-5 whose caregivers were screened for depression	q. <input type="text"/> # of Non-DR children 0-5 whose caregivers were screened for depression	$(q + r) / (r + n) = \text{input} \%$ of the children 0-5 whose families were assessed have caregivers who received depression screenings.	
		r. <input type="text"/> # of DR children 0-5 whose caregivers were screened for depression	r. <input type="text"/> # of DR children 0-5 whose caregivers were screened for depression		
	<p>2. FRC staff will provide mental health referrals for caregivers of children 0-5 who scores 21 or above on the Burns depression screening (or who indicates a need for services).</p> <p>90% of the children whose caregivers indicate a need will receive a referral.</p>	s. <input type="text"/> # of children 0-5 whose caregivers scored 21 or above (or who indicated a need for services)	s. <input type="text"/> # of children 0-5 whose caregivers scored 21 or above (or who indicated a need for services)	$t / s = \text{input} \%$ of the children 0-5 whose caregivers indicated a need, received a referral for mental health services	
		t. <input type="text"/> # of children 0-5 whose caregivers were referred for mental health services	t. <input type="text"/> # of children 0-5 whose caregivers were referred for mental health services		

4. Early identification of and referral for developmental delays and social-emotional problems of children 0-5	1. FRC Staff will provide children 0-5 whose caregiver are assessed with developmental screenings using the Ages & Stages Questionnaire (ASQ) 55% of the children 0-5 whose families are assessed will receive developmental screenings	u. <input type="text"/> # of Non-DR children 0-5 whose families were assessed and received a developmental screening	u. <input type="text"/> # of Non-DR children 0-5 whose families were assessed and received a developmental screening	$(u + v) / (f + h) = \text{input} \%$ of the children 0-5 whose families were assessed received developmental screenings	
		v. <input type="text"/> # of DR children 0-5 whose families were assessed and received a developmental screening	v. <input type="text"/> # of DR children 0-5 whose families were assessed and received a developmental screening		
	2. FRC Staff will provide referrals for children 0-5 who fall below the indicator line in any of the developmental areas of the ASQ. 90% of the children who indicate this need will be referred.	w. <input type="text"/> # of children 0-5 who scored below the indicator line in a developmental area of the ASQ	w. <input type="text"/> # of children 0-5 who scored below the indicator line in a developmental area of the ASQ	$x / w = \text{input} \%$ of the children 0-5 who indicated a need, were referred for further developmental assessment	
		x. <input type="text"/> # of children 0-5 who were referred as a result of scoring below the indicator line in a result area	x. <input type="text"/> # of children 0-5 who were referred as a result of scoring below the indicator line in a result area		
5. Families understand the importance of participating in their children's development and education	1. FRC Staff will disseminate SR information to children 0-5 and their caregivers. Caregivers will indicate understanding the importance of their participation as evidenced by a survey. 80% of children 0-5 served will have caregivers who indicate an understanding of the importance of caregiver education participation.	y. <input type="text"/> # of children 0-5 whose caregivers received school readiness information	y. <input type="text"/> # of children 0-5 whose caregivers received school readiness information	$z / y = \text{input} \%$ of the children 0-5 whose families received school readiness information have caregivers who understand the importance of participating in their children's education	
		z. <input type="text"/> # of children 0-5 whose caregivers indicated an understanding of the importance of caregiver education participation	z. <input type="text"/> # of children 0-5 whose caregivers indicated an understanding of the importance of caregiver education participation		

6. Children 0-5 have health insurance and a health care provider	<p>1. FRC Staff will assist families in obtaining health insurance, and with the enrollment of children 0-5 into a health insurance program within 90 days of intake.</p> <p>85% of the children 0-5 who did not have health insurance when entering the program received assistance in obtaining health insurance</p> <p>80% of the assessed children 0-5 who did not have health insurance will be enrolled in a health insurance program within 90 days of intake.</p>	aa. <input type="text"/> # of children 0-5 without health insurance at time of intake	aa. <input type="text"/> # of children 0-5 without health insurance at time of intake	bb / aa = <input type="text"/> % of the children 0-5 who did not have health insurance when entering the program received assistance in obtaining health insurance	
		bb. <input type="text"/> # of children 0-5 who did not have health insurance at intake and have completed an application for health insurance	bb. <input type="text"/> # of children 0-5 who did not have health insurance at intake and have completed an application for health insurance		
		cc. <input type="text"/> # of children 0-5 without health insurance whose caregiver received a SBA	cc. <input type="text"/> # of children 0-5 without health insurance whose caregiver received a SBA	dd / cc = <input type="text"/> % of the assessed children 0-5 who did not have health insurance enrolled in a health insurance program within 90 days	
		dd. <input type="text"/> # of assessed children 0-5 without health insurance are enrolled in a health insurance program within 90 days	dd. <input type="text"/> # of assessed children 0-5 without health insurance are enrolled in a health insurance program within 90 days		

More Information

Additional Supporting Narrative (Only if Needed):

General Feedback, Comments or Suggestions (Only if Needed):

Resources (Staff, Funding, Materials, etc.):

Resource Changes (Only if Needed):

Activities & Services:

Activities & Services Changes (Only if Needed):

**MEDI-CAL DATA PRIVACY AND SECURITY
AGREEMENT BETWEEN
The California Department of Health Care Services
and the County of Stanislaus, Community Services Agency.**

PREAMBLE

The California Department of Health Care Services (DHCS) and the County of Stanislaus, Community Services Agency enter into this Medi-Cal Data Privacy and Security Agreement ("Agreement") in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII).

DHCS receives federal funding to administer the Medi-Cal program. DHCS provides funding to the County Department in exchange for the County Department's assistance in administering the Medi-Cal program.

This Agreement covers the County of Stanislaus, Community Services Agency workers that assist in the administration of the Medi-Cal program; and access, use, or disclose Medi-Cal PII. For the purpose of this Agreement, the following terms mean:

1. "Assist in the Administration of the Medi-Cal Program" is performing an administrative function on behalf of Medi-Cal, such as determining eligibility or case managing IHSS (In-Home Supportive Services) clients; and
2. "Medi-Cal PII" is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining Medi-Cal eligibility or conducting IHSS operations, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.

AGREEMENTS

NOW THEREFORE, DHCS and the County Department mutually agree as follows:

I. PRIVACY AND CONFIDENTIALITY

- A. County Department workers covered by this Agreement ("County Workers") may use or disclose Medi-Cal PII only to perform functions, activities or services directly related to the administration of the Medi-Cal program in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq, or as required by law. For example, County Workers performing eligibility determinations may generally only use or disclose Medi-Cal PII to

determine eligibility for individuals applying for Medi-Cal. County Workers assisting in the administration of In-Home Supportive Services (IHSS) program may generally use or disclose Medi-Cal PII only to perform administrative functions essential to the operation of the IHSS program. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. No County Worker shall duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Agreement.

- B. Access to Medi-Cal PII shall be restricted to only County Workers who need the Medi-Cal PII to perform their official duties in connection with the administration of the Medi-Cal program.
- C. County Workers who access, disclose or use Medi-Cal PII in a manner of for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

II. EMPLOYEE TRAINING AND DISCIPLINE

The County Department agrees to advise County Workers who have access to Medi-Cal PII of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the County Department shall:

- A. Train and use reasonable measures to ensure compliance with the requirements of this Agreement by County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII; and take corrective action against such County Workers who intentionally violate any provisions of this Agreement, up to and including by termination of employment. In complying with this requirement, the County Department agrees to:
 - 1. Provide privacy and security awareness training to each new County Worker within 30 days of employment and thereafter provide ongoing reminders of the privacy and security safeguards in this Agreement to all County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII.
 - 2. Maintain records indicating each County Worker's name and the date on which the initial privacy and security awareness training was completed.
 - 3. Retain training records for inspection for a period of three years after completion of the training.

III. MANAGEMENT OVERSIGHT AND MONITORING

The County Department agrees to:

- A. Establish and maintain ongoing management oversight and quality assurance for monitoring workforce compliance with the privacy and security safeguards in this Agreement when using or disclosing Medi-Cal PII.
- B. Ensure that ongoing management oversight includes periodic self-assessments and randomly sampling work activity by County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. DHCS shall provide the County Department with information on MEDS usage indicating any anomalies for investigation and follow-up.
- C. Ensure that these management oversight and monitoring activities are performed by County Workers whose job functions are separate from those who use or disclose Medi-Cal PII as part of their routine duties.

IV. CONFIDENTIALITY STATEMENT

The County Department agrees to ensure that all County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII sign a confidentiality statement. The statement shall include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement shall be signed by the County Worker prior to access to Medi-Cal PII.

V. PHYSICAL SECURITY

The County Department shall ensure that Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. The County Department agrees to safeguard Medi-Cal PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of County Department facilities where County Workers assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. The County Department shall ensure that these secure areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or access authorization; and access to premises is by official identification.
- B. Ensure that there are security guards or a monitored alarm system with or without security cameras 24 hours a day, 7 days a week at County Department facilities and leased facilities where a large volume of Medi-Cal PII is stored.
- C. Issue County Workers who assist in the administration of the Medi-Cal program identification badges and require County Workers to wear these badges at County Department facilities where Medi-Cal PII is stored or used.
- D. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices in facilities which are multi-use,

meaning that there are County Department and non-County Department functions in one building in work areas that are not securely segregated from each other. The County Department shall have policies which indicate that County Workers are not to leave records with Medi-Cal PII unattended at any time in vehicles or airplanes and not to check such records in baggage on commercial airplanes.

- E. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing Medi-Cal PII.

VI. COMPUTER SECURITY SAFEGUARDS

The County Department agrees to comply with the general computer security safeguards, system security controls, and audit controls in this section.

General Computer Security Safeguards

In order to comply with the following general computer security safeguards, the County Department agrees to:

- A. Encrypt portable computer devices, such as laptops and notebook computers that process and/or store Medi-Cal PII, with a solution using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution. One source of recommended solutions is specified on the California Strategic Sourced Initiative (CSSI) located at the following link: www.pd.dgs.ca.gov/masters/EncryptionSoftware.html. The County Department shall use an encryption solution that is full-disk unless otherwise approved by DHCS.
- B. Encrypt workstations where Medi-Cal PII is stored using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- C. Ensure that only the minimum necessary amount of Medi-Cal PII is downloaded to a laptop or hard drive when absolutely necessary for current business purposes.
- D. Encrypt all electronic files that contain Medi-Cal PII when the file is stored on any removable media type device (i.e. USB thumb drives, floppies, CD/DVD, etc.) using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- E. Ensure that all emails sent outside the County Department's e-mail environment that include Medi-Cal PII are sent via an encrypted method using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- F. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have a commercial third-party anti-virus software solution and are updated when a new anti-virus definition/software release is available.

- G. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have current security patches applied and up-to-date.
- H. Ensure that all Medi-Cal PII is wiped from systems when the data is no longer legally required. The County Department shall ensure that the wipe method conforms to Department of Defense standards for data destruction.
- I. Ensure that any remote access to Medi-Cal PII is established over an encrypted session protocol using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI. The County Department shall ensure that all remote access is limited to minimum necessary and least privilege principles.

System Security Controls

In order to comply with the following system security controls, the County Department agrees to:

- J. Ensure that all County Department systems containing Medi-Cal PII provide an automatic timeout after no more than 20 minutes of inactivity.
- K. Ensure that all County Department systems containing Medi-Cal PII display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User shall be directed to log off the system if they do not agree with these requirements.
- L. Ensure that all County Department systems containing Medi-Cal PII log successes and failures of user authentication and authorizations granted. The system shall log all data changes and system accesses conducted by all users (including all levels of users, system administrators, developers, and auditors). The system shall have the capability to record data access for specified users when requested by authorized management personnel. A log of all system changes shall be maintained and be available for review by authorized management personnel.
- M. Ensure that all County Department systems containing Medi-Cal PII use role based access controls for all user authentication, enforcing the principle of least privilege.
- N. Ensure that all County Department data transmissions over networks outside of the County's control are encrypted end-to-end using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI, when transmitting Medi-Cal PII. The County Department shall encrypt Medi-Cal PII at the minimum of 128 bit AES or 3DES (Triple DES) if AES is unavailable.

- O. Ensure that all County Department systems that are accessible via the Internet or store Medi-Cal PII actively use either a comprehensive third-party real-time host based intrusion detection and prevention program or be protected at the perimeter by a network based IDS/IPS solution.

Audit Controls

In order to comply with the following audit controls, the County Department agrees to:

- P. Ensure that all County Department systems processing and/or storing Medi-Cal PII have at least an annual system security review. The County Department review shall include administrative and technical vulnerability assessments.
- Q. Ensure that all County Department systems processing and/or storing Medi-Cal PII have an automated audit trail, which includes the initiator of the request, along with a time and date stamp for each access. These logs shall be read-only and maintained for a period of at least three (3) years. There shall be a routine procedure in place to review system logs for unauthorized access. The County Department shall investigate anomalies identified by interviewing County Workers and witnesses and taking corrective action, including by disciplining County Workers, when necessary.
- R. Maintain an automated audit trail record identifying either the individual worker or the system process that initiated a request for information from the Social Security Administration (SSA) for its systems, such as IEVS. Individual audit trail records shall contain the data needed to associate each query transaction to its initiator and relevant business purpose (that is, the client record for which SSA data was accessed) and each transaction shall be time and date stamped. Access to the audit file shall be restricted to authorized users with a need to know and the audit file data shall be unalterable (read only) and maintained for a minimum of three years.
- S. Investigate anomalies in MEDS usage identified by DHCS and report conclusions of such investigations and remediation to DHCS.
- T. Exercise management control and oversight, in conjunction with DHCS, of the function of authorizing individual user access to SSA data and MEDS and over the process of issuing and maintaining access control numbers and passwords.
- U. Ensure that all County Department systems processing and/or storing Medi-Cal PII have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

VII. PAPER DOCUMENT CONTROLS

In order to comply with the following paper document controls, the County Department agrees to:

- A. Dispose of Medi-Cal PII in paper form through confidential means, such as cross cut shredding and pulverizing.
- B. Not remove Medi-Cal PII from the premises of the County Department except for identified routine business purposes or with express written permission of DHCS.
- C. Not leave faxes containing Medi-Cal PII unattended and keep fax machines in secure areas. The County Department shall ensure that faxes contain a confidentiality statement notifying persons receiving faxes in error to destroy them. County Workers shall verify fax numbers with the intended recipient before sending.
- D. Use a secure, bonded courier with signature of receipt when sending large volumes of Medi-Cal PII. The County Department shall ensure that disks and other transportable media sent through the mail are encrypted using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

VIII. NOTIFICATION AND INVESTIGATION OF BREACHES

The County Department agrees to:

- A. Notify DHCS immediately by telephone call or e-mail upon the discovery of a breach of security of Medi-Cal PII in computerized form if the PII was, or is reasonably believed to have been, acquired by an unauthorized person; or within 24 hours by telephone call or e-mail of discovery of any other suspected security incident, intrusion, loss or unauthorized use or disclosure of PII in violation of this Agreement or the law. The County Department shall submit the notification to the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PII, the County Department shall notify DHCS by calling the DHCS ITSD Help Desk.

<p>DHCS Privacy Officer</p> <p>Privacy Officer c/o: Office of Legal Services Department of Health Care Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413</p> <p>Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646</p>	<p>DHCS Information Security Officer</p> <p>Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413</p> <p>Email: iso@dhcs.ca.gov Telephone: ITSD Help Desk (916) 440-7000 (800) 579-0874</p>
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- B. Ensure that the initial notification includes contact and component information; a description of the breach or loss with scope, numbers of files or records, type of equipment or media, approximate time and location of breach or loss; description of how the data was physically stored, contained, or packaged (e.g. password protected, encrypted, locked briefcase, etc.); whether any individuals or external organizations have been contacted; and whether any other reports have been filed.
- C. Take prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment.
- D. Investigate the breach and produce a written breach report within ten working days of the incident, detailing what data elements were involved; a description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PII; a description of where PII is believed to have been improperly transmitted, sent, or used; a description of the probable causes of the breach; a detailed corrective action plan including measures that were taken to halt and/or contain the breach. The County Department shall submit the breach report to the DHCS Privacy Officer and Information Security Officer.
- E. Notify individuals of the breach or unauthorized use or disclosure of Medi-Cal PII maintained by the County Department when notification is required under state or federal law. The County Department shall obtain the approval of the DHCS Privacy Officer for the time, manner and content of any such required notifications. County Department shall be responsible for the cost of such notification to the extent that such breach or unauthorized use or disclosure is due to the negligence or intentional misconduct of County Department. To the extent such breach or unauthorized use or disclosure is due to the negligence or intentional misconduct of DHCS, DHCS shall be responsible for notifying individuals and the County Department shall not be responsible for any costs of notification. If there is any question as to whether DHCS or the County Department is responsible for the breach, DHCS shall issue the notice and DHCS and the County Department shall subsequently determine responsibility for purposes of allocating the costs of such notices.

IX. COMPLIANCE WITH SSA AGREEMENT

The County Department agrees to comply with substantive privacy and security requirements in the Agreement between the Social Security Administration and DHCS, known as the 1137 Agreement, which is appended to and hereby incorporated into this Agreement (Exhibit A). The specific sections of the 1137 Agreement which contain substantive privacy and security requirements which are to be complied with by County Department are as follows: XI. Procedures for Security; XII. Safeguarding and Reporting Responsibilities for Personally Identifiable Information (PII); XIII. Procedures for Records Usage, Duplication, and Redisclosure Restrictions; and Attachment C, Information System Security Guidelines for Federal, State and Local Agencies Receiving Electronic Information from the Social Security Administration. If there is any conflict between a privacy and security standard in these sections of the 1137 Agreement and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means that standard which provides the greatest protection to data.

X. COMPLIANCE BY COUNTY DEPARTMENT AGENTS

The County Department shall require that any agents, including subcontractors, which assist the County Department in its Medi-Cal functions and to which the County Department provides PII, agree to the same privacy and security safeguards as are contained in this Agreement; and to incorporate, when applicable, the relevant provisions of this Agreement into each subcontract or sub-award to such agents or subcontractors.

XI. ASSESSMENTS AND REVIEWS

In order to enforce this Agreement and ensure compliance with its provisions, the County Department agrees to allow DHCS to inspect the facilities, systems, books and records of the County Department, with reasonable notice from DHCS, in order to perform assessments and reviews. Such inspections shall be scheduled at times that take into account the operational and staffing demands of the county. The County Department agrees to promptly remedy any violation of any provision of this Agreement and certify the same to the DHCS Privacy Officer and Information Security Officer in writing, or to enter into a written corrective action plan with DHCS containing deadlines for achieving compliance with specific provisions of this Agreement.

XII. DEADLINE FOR SUBSTANTIAL COMPLIANCE

- A. The County Department shall be in substantial compliance with this Agreement by no later than July 1, 2010.
- B. If, at any time, the county is unable to meet the security and privacy requirements imposed in this Agreement in the manner specified therein due to a lack of funding;

DHCS will work with the county to develop a Corrective Action Plan which can be implemented within the resources provided by the state for this purpose and which is intended to substantially meet those security and privacy requirements even if such requirements are met utilizing alternative or different methods than those specified in this Agreement.

- C. DHCS shall monitor corrective action plans which County Department develops to remediate gaps in security compliance under this Agreement and reassess compliance.

XIII. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations by the County Department of the privacy or security of Medi-Cal PII, or federal or state laws or agreements concerning privacy or security of Medi-Cal PII, the County Department shall make all reasonable effort to make itself and any subcontractors, agents, and County Workers assisting in the administration of the Medi-Cal program and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses. DHCS shall also make all reasonable efforts to make itself and any subcontractors, agents, and employees available to County Department at no cost to County Department to testify as witnesses, in the event of litigation or administrative proceedings involving the County Department based upon claimed violations by DHCS of the privacy or security of Medi-Cal PII, or state or federal laws or agreements concerning privacy or security of Medi-Cal PII.

EXHIBIT E

TYPE YOUR AGENCY NAME HERE MONTHLY OUTCOME REPORT
OFFICE OF CHILD ABUSE PREVENTION SERVICE PROVISION REPORT

MONTH ENDING: _____

FUNDING SOURCE: CAPIT CCF CBCAP PSSF

CUSTOMER CENTERED SERVICES*	NUMBER OF CUSTOMERS SERVED						
	CHILDREN				Adults (19 years - older)		FAMILIES
	Ages 0-5		Ages 6-18		without disabilities	with disabilities	
	without disabilities	with disabilities	without disabilities	with disabilities			
Family Resource Center							
Home Visitation							
Information & Referral							
Parent Education and Support							
Parenting Program (Classes)							
Totals	Children 0-5 w/o disabilities	Children 0-5 with disabilities	Children 6-18 w/o disabilities	Children 6-18 with disabilities	Adults w/o disabilities	Adults with disabilities	Families

AGENCY CENTERED ACTIVITIES	NUMBER OF PARTICIPANTS				
	Parents (Consumer of Services)	County Agency Staff	Private Nonprofit Staff	Child Abuse Council Staff	Other (Specify)
State of Regional Training					
Peer Review					
Evaluation / Research					
Other (Specify)					

FUNDING SOURCE:
CAPIT - CHILD ABUSE PREVENTION, INTERVENTION AND TREATMENT
CCF - COUNTY CHILDREN'S FUND
CBCAP - COMMUNITY BASED CHILD ABUSE PREVENTION
PSSF - PROMOTING SAFE AND STABLE FAMILIES

**COUNTY OF STANISLAUS
AGREEMENT TO PROVIDE
FAMILY RESOURCE CENTERS AND SERVICES
JULY 1, 2009 THROUGH JUNE 30, 2012**

BOARD OF SUPERVISORS

2009 001 22 - A 8: 24

This AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS (COMMUNITY SERVICES AGENCY) AND STANISLAUS COUNTY CHILDREN AND FAMILIES COMMISSION (jointly as "County") and **SIERRA VISTA CHILD AND FAMILY SERVICES** ("Consultant"), a California non-profit corporation, on July 1, 2009.

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.

INTRODUCTION

WHEREAS, County has the need for Family Resource Centers; and Consultant has agreed to provide those services;

WHEREAS, the Consultant 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 Consultant 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, which is attached hereto and, by this reference, made a part hereof.
- 1.2 All documents, drawings and written work product prepared or produced by the Consultant under this Agreement, including without limitation electronic data files, are the property of the Consultant; 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 Consultant may copyright the same, except that, as to any work which is copyrighted by the Consultant, 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 Consultant at the County's request under this Agreement will be performed in a timely manner in accordance with a Schedule of Work, which the parties hereto shall agree to. The Schedule of Work may be

revised from time to time upon mutual written consent of the parties.

- 1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.
- 1.5 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant will be the agent of the Consultant not the County.

2. CONSIDERATION

- 2.1 The Consultant shall be compensated on a time and materials basis as provided in EXHIBIT A attached hereto.
- 2.2 Except as expressly provided in this Agreement, Consultant 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, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant 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 The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.
- 2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- 2.5 Payments of all services provided in accordance with the provisions of this Agreement 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 Consultant's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Consultant ceases to be licensed or otherwise authorized to do business in the State of California, and the Consultant 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 thirty (30) days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.
- 3.5 County shall notify Consultant 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 Agreement in the event corrections are not accomplished within thirty (30) days.
- 3.6 This Agreement 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, Consultant 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 Agreement, County may terminate the Agreement immediately:
 - A. Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services; or,
 - B. Upon loss of any license(s) required for lawful operation of Consultant'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 Consultant

3.8 This Agreement is funded from revenue derived from a tax placed on the sales of cigarettes. The County reasonably believes that such tax revenue will be available to fully fund this Agreement for its term. In the event, however, no funds or insufficient funds are available for payments as determined in the sole discretion of the County, the County will immediately notify Consultant of such occurrence and the Agreement may be terminated by County upon thirty (30) days notice. After this Agreement is terminated under these provisions, County shall have no obligation to make further payments and shall only be obligated for work already performed pursuant to this Agreement

3.9 Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

4. WORK SCHEDULE

Consultant is obligated to perform in a timely manner those services and work identified in EXHIBIT A. It is understood by Consultant that the performance of these services and work will require the Consultant 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 Consultant; 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 Consultant to provide the services and work described in EXHIBIT A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant 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 Consultant at no expense to the County.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant--not the County--has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

7. INSURANCE

7.1 Consultant 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 Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

7.1.2 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.

7.1.3 Automobile Liability Insurance. If the Consultant or the Consultant'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.

7.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this Agreement, the Consultant certifies under section 1861 of the Labor Code that the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant's defense and indemnification obligations as set forth in this Agreement.

7.3 The Consultant shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, 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 Consultant, including the insured's general supervision of the Consultant; (b) services, products and completed operations of the Consultant; (c)

premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County 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 Consultant.

- 7.4 The Consultant'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 Consultant's insurance and shall not contribute with Consultant'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 and employees.
- 7.6 The Consultant'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 Consultant 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 of no less than A-:VII; 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.
- 7.9 Consultant 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 Consultant begins performance of its obligations under this Agreement, Consultant 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 Consultant. 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 Consultant and Consultant's officers, employees, agents, representatives or subcontractors.

7.12 If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant agrees to maintain the required insurance coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. Consultant may maintain the required post agreement coverage by renewal of purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

8. DEFENSE AND INDEMNIFICATION

8.1 To the fullest extent permitted by law, Consultant 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 Consultant or Consultant'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, Consultant'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 Consultant in contributing to such claim, damage, loss and expense.

8.2 Consultant'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 Consultant 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 Consultant 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 CONSULTANT

9.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, 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, Consultant 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 Consultant. It is understood by both Consultant 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 Consultant 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 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant 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 Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.
- 9.4 Consultant is permitted to provide services to others during the same period services are provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.
- 9.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. 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 Consultant.
- 9.6 It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, 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.
- 9.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.
- 9.8 As an independent contractor, Consultant 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 Consultant 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, provided that said writings are not deemed by Consultant to be confidential, attorney work product, or privileged, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. 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 Consultant related to this Agreement as required by State law. An independent public accountant can be appointed by County.
- 10.5 Consultant 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 Consultant shall be responsible for the procurement and performance of a fiscal and compliance audit annually. Entities receiving in excess of \$500,000 in Federal funds must comply with the Single Audit Act of 1984, PL 98-502 and the Single Audit Amendments of 1996, P.L. 104-156. 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-133 as this applies to the auditing of states, local governments, institutions of higher education and non-profit.
- 10.8 The annual audit requirement is replaced with a biennial audit covering the most recent fiscal year if all of the following apply:
 - A. The total County Agreement expenditures, from all funding sources, during the fiscal year, are less than \$100,000
 - B. The Consultant is in compliance with all other Agreement requirements
 - C. An audit was performed on one of the preceding two years in accordance with Government Auditing Standards and a copy of the report and any management letter has been submitted to County
 1. The auditor's opinion on the financial statement and the schedule of federal awards (if applicable) were unqualified
 2. There were no deficiencies in internal control over financial reporting that were identified as material weaknesses under the requirements of Government Auditing Standards
 3. None of the state or federal programs had audit findings in the preceding year that were classified as:

- a. Material weaknesses in the internal control over compliance
 - b. Noncompliance with the provisions of laws, regulations, contracts, or grant agreements that had a material effect on the program
 - c. Known or likely questioned costs
- D. The audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 10.9 Consultant 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.
- 10.10 Expenses incurred by Consultant to provide for the performance of an audit to satisfy said requirements are an allowable Agreement cost. Consultant is responsible for ensuring that the appropriate portion of audit costs are included with its total executed Agreement funds.
- 10.11 Consultant 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 Consultant's fiscal year.

11. CONFIDENTIALITY

Consultant 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:

- 11.1 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.
- 11.2 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.
- 11.3 Consultant 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.
- 11.4 Consultant, as an agent of Stanislaus County, shall adhere to the privacy and security safeguards contained in EXHIBIT D called Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the County of Stanislaus, Community Services Agency.

12. NONDISCRIMINATION

- 12.1 During the performance of this Agreement, Consultant 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. Consultant 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. Consultant 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 Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

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

13. ASSIGNMENT

13.1 This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant 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 Consultant 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 Manager
P.O. Box 42
Modesto, CA 95353

To Consultant: Sierra Vista Child and Family Services
Attention: Judy Kindle, Executive Director
1400 K Street, Suite F
Modesto, CA 95354

16. CONFLICTS

Consultant 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. 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.

20. 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.

21. 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.

22. GENERAL ACCOUNTABILITY

- 22.1 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.
- 22.2 In the event of any State hearings, cash grant award or lawsuit award resulting from Consultant's failure to perform as required by this Agreement, Consultant shall make reimbursement to the damaged party.
- 22.3 Additional costs to County for maintaining any portion of the Agreement as a result of Consultant'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.

23. CODE OF ETHICS

Consultant shall uphold the following Code of Ethics:

- Professional Conduct: Employees of Consultant will abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Consultant will also abide by specific codes of ethics prescribed by the professional organizations that set standards for their profession.
- Quality of Service: Employees of Consultant 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 Consultant will conduct all activities with respect and courtesy for participants.
- Propriety: Employees of Consultant will not make use of their position or relationship with clients for personal gain.
- Positive Representation: Employees of Consultant will not behave in any manner that will bring discredit to his/her professional status and reputation or to the program.

24. STATE ENERGY CONSERVATION PLAN

Consultant 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).

25. 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 Agreement including those covered by copyright.

26. CONVICTION OF CRIME

- 26.1 Consultant 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 assigned to provide services under this Agreement, when such information becomes known to Consultant.
- 26.2 Consultant 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.
- 26.3 Consultant shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1 through 11165.6. Consultant 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.

27. MATCHING FUNDS

These funds are not available for matching unless certified by County.

28. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

- 28.1 County and Consultant recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this paragraph, Consultant will be referred to as the "prospective recipient".
- 28.2 This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).
 - A. The prospective recipient of Federal assistance funds certifies by entering this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - B. The prospective recipient of funds agrees by entering this Agreement, that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Federal department or agency with which this transaction originated.
 - C. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

- D. The prospective recipient shall provide immediate written notice to County if at any time prospective recipient learns that its certification in paragraph 28, of this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The prospective recipient further agrees that by entering this Agreement, it will include a clause identical to paragraph 28 of this Agreement and titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- F. The certification in paragraph 28 of this Agreement is a material representation of fact upon which County placed reliance when this transaction was entered into.

29. COMPLIANCE WITH FALSE CLAIMS ACT

- 29.1 Consultant shall notify County immediately upon discovery of any employee of Consultant, any subcontractor, agent or other persons providing services, on behalf of Consultant who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Consultant, any subcontractor, agent or other persons providing services on behalf of Consultant, who is placed on the Medi-Cal Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at www.medi-cal.ca.gov.
- 29.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Consultant shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Consultant the policies and procedures related to the Federal and State False Claims Act. Consultant agrees that it has received a copy of the False Health Care Claims Policy approved by the Stanislaus County Board of Supervisors on May 8, 2007 and that it and its employees, subcontractors, agents and other persons providing services on behalf of Consultant will adhere to these policies and procedures.

30. MISCELLANEOUS REQUIREMENTS

- 30.1 During the period of this Agreement, Consultant agrees to:
 - A. Maintain a tobacco free environment on Consultant's property, including outside areas.
 - B. Refuse to accept any direct funds from tobacco industry sources, including event sponsorships and in-kind donations.
 - C. Provide information to its staff on smoking cessation and the dangers of secondhand smoke.
 - D. Provide healthy food and snack options when meals or foods are provided during the course of program operations.

30.2 Prior to publication or distribution, the Stanislaus County Children and Families Commission's Executive Director shall approve Consultant's deliverable or non-deliverable reports, publication, brochures, or other material to be distributed to the public, which are produced or funded by County funds. The County, through its Executive Director, reserves the right to direct policy of the County. Reports, publications, brochures, correspondence or other materials to be distributed to the public shall contain the following acknowledgement: "Funded by a grant from the Stanislaus County Children and Families Commission". Consultants are encouraged to include the Commission's logo in such published or distributed materials.

30.3 Consultant agrees to be bound by the provisions of the Policies and Procedures Manual adopted by the Stanislaus County Children and Families Commission on October 28, 2008 and as amended by the Commission in the future. A copy of the updated Manual can be viewed on the Commission's website: <http://www.stanprop10.org/pdf/CommissionPoliciesProcedures.pdf>

31. SUPPLANTATION OF FUNDS

Consistent with the intent of the California Children and Families Act of 1998, no monies from the Children and Families Commission shall be used to supplant federal, state, county or other monies available to the Consultant for any purpose. Activities funded through the Act of 1998, must be new activities or enhancements to existing

32. ENTIRE AGREEMENT

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 is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.



This Agreement has been signed by the parties or their duly authorized representatives to become effective as of the date referenced on the first page.

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

APPROVED AS TO CONTENT:

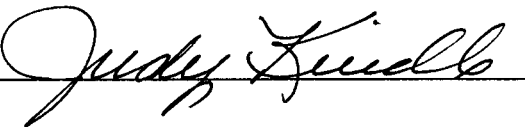
**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY**

By: 
Christine C. Applegate

Title: Director

Dated: 6-29-09

**SIERRA VISTA CHILD
AND FAMILY SERVICES**

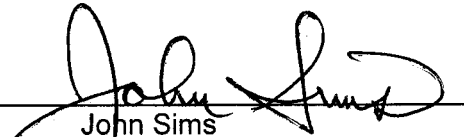
By: 

Title: Executive Director

Dated: 6-20-09

Tax Payer Identification Number:
94-2158023


CHILDREN AND FAMILIES COMMISSION

By: 
John Sims

Title: Executive Director

Dated: 6/25/09

**COUNTY OF STANISLAUS
PURCHASING DEPARTMENT**

By: 

Title: Purchasing Agent

Dated: 7-10-09

**APPROVED AS TO FORM:
COUNTY COUNSEL
JOHN P. DOERING**

By: 

Title: Deputy County Counsel

Dated: 6/17/09

COUNTY OF STANISLAUS

Approved per BOS Item #: 2609-381

Dated: 6/19/09

**SIERRA VISTA CHILD AND FAMILY SERVICES
AGREEMENT TO PROVIDE
FAMILY RESOURCE CENTERS AND SERVICES
JULY 1, 2009 THROUGH JUNE 30, 2012**

I. SCOPE OF WORK

A. Consultant shall provide the following services at the Family Resource Center located at 2020 Standiford Ave, Suite C1, Modesto to residents of Stanislaus County as follows:

1. See EXHIBIT C, Stanislaus County Outcomes And Results Reporting Sheet (SCOARRS) for outline of services to be performed by Consultant, which is hereby incorporated by reference and made a part thereof.
2. Consultant shall actively recruit and engage community members and consumers of services as participants in planning and implementing this Agreement.
3. Family Resource Center locations are expected to open at least four (four) hours per day five (5) days per week and closed no more than thirteen (13) days in a twelve (12) month period for traditional and legal holidays.

B. Outcomes

Consultant shall meet the following Outcomes during the term of this Agreement:

1. See EXHIBIT C, SCOARRS for outline of Planned Outcomes.
2. Consultant shall establish an Internal Monitoring Plan to monitor and meet the outcomes set forth in this Agreement.

II. COMPENSATION

Consultant shall be compensated for the services provided under this Agreement as follows:

A. Costs:

1. The maximum amount of this Agreement for the period July 1, 2009 through June 30, 2012 shall not exceed \$1,375,554. The maximum amount per fiscal year is as follows:

July 1, 2009 through June 30, 2010 shall not exceed \$458,518

July 1, 2010 through June 30, 2011 shall not exceed \$458,518

July 1, 2011 through June 30, 2012 shall not exceed \$458,518

2. This is a cost reimbursement Agreement. The costs attendant to the provision of service are described in EXHIBIT B which is hereby incorporated by reference and made a part hereof. Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, or as the budget is thereafter amended or obligated.

3. Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, or as the budget is thereafter amended or obligated.
 4. Consultant shall provide a minimum of \$11,087 In-Kind contribution, as detailed in EXHIBIT B – Consultant's Budget.
- B. Consultant shall make no charge to the recipient and shall collect no share of cost.
- C. This Agreement shall be effective July 1, 2009 through June 30, 2012.
- D. Consultant agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Consultant costs, both indirect and direct, relative to this Agreement.
- E. Costs must conform with Federal costs regulation: OMB Circular A-87, A Guide for State and Local Government Agencies, 48 CFR, Part 31, Subpart 31.2 (for profit agencies), and OMB Circular A-122 (for nonprofit agencies). All equipment purchased by Consultant must be depreciated in accordance with 45 CFR 95.705. 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 agreement/program. County reserves the right to physically reclaim any/all such property at the conclusion of the Agreement in accordance with 45 Code of Federal Regulations, Part 74, Administration of Grants.
- F. Any equipment, materials, supplies, or property of any kind purchased for or financed from funds provided under this Agreement, excepting any funds received for indirect expense pursuant to the budget document attached as EXHIBIT B, having useful life of three (3) years or greater, and a value in excess of One Thousand Dollars (\$1,000.00) shall be defined as an inventory item. All inventory items not fully consumed in the work described herein shall be the property of the County at the termination of this Agreement unless the County, at its sole discretion, makes an alternative disposition. Consultant shall annually prepare a written report of all inventory items and submit the report to the County. Consultant shall also file an inventory report with the County within ten (10) days after termination this Agreement. Final disposition of all inventory items shall be in accordance with written instructions from the County. Consultant is responsible for proper maintenance of inventory items and is responsible for all damage except for normal wear and tear.
- G. County shall not be required to purchase any definite amount of services nor does County guarantee to Consultant any minimum amount of funds or hours.
- H. Billings:
1. Consultant shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for **July 2009 through April 2010 services. Billings for the service month of May and June 2010 are as follows:**

May 2010 is due June 10, 2010
June 2010 is due July 8, 2010

2. Consultant shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for **July 2010 through April 2011 services**. **Billings for the service month of May and June 2011 are as follows:**

May 2011 is due June 9, 2011
June 2011 is due July 7, 2011

3. Consultant shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for **July 2011 through April 2012 services**. **Billings for the service month of May and June 2012 are as follows:**

May 2012 is due June 7, 2012
June 2012 is due July 5, 2012

Billing requirements are subject to change and the Consultant will be notified in writing.

4. Billings will be submitted to:

Stanislaus County Children and Families Commission
930 15th Street
Modesto, CA 95354-1115
(209) 558-6218

5. Supporting documentation shall accompany each invoice: copies of employee time studies/time cards documenting actual time dedicated to these Agreement services, supporting payroll and fringe benefit journals, copies receipts/invoices of all Consultant operational costs billed to this Agreement. In addition, Consultant will submit a monthly report, in a County specified format, indicating client populations, client's age and services rendered.

- I. **Payments:**

1. If the conditions set forth in this Agreement are met County shall pay, on or before the thirtieth (30th) day of each month following the month of billing, the sum of money claimed by the approved billings, (less any credit due County for adjustments of prior billing.) If the conditions are not met, County shall pay when the necessary processing is completed.
2. County will not pay for unauthorized services rendered by Consultant nor for the claimed services which County monitoring shows have not been provided as authorized.
3. Payment for travel must be in accordance with County Travel Policy located at <http://www.co.stanislaus.ca.us/BOS/Agenda/2004/20040615/B10.pdf>
4. County retains the right to withhold payment on disputed claims.

5. Final payment under Agreement may be held until a termination audit is completed or until receipt of Consultant's annual narrative report. Final payment may be adjusted if Contractor has not met their annual In-Kind Match.

III. REPORTING:

In addition to monthly invoice Consultant, shall submit reports or other data as required by County including, but not limited to:

A. MONTHLY

1. Monthly Program Statistical Report– Consultant will submit the Program Statistical Report, as specified in EXHIBIT E, which is incorporated by this reference, is due by the 30th day of the following month via email to CSARreport@stancounty.com.
2. Differential Response Client Data Sheet (DR Client Data Sheet) – Consultant shall submit a DR Client Data Sheet as specified in EXHIBIT F, with is incorporated by this reference, is due within twenty (20) days following the end of the service month via email to [DR Client Data@stancounty.com](mailto:DRClientData@stancounty.com).

B. QUARTERLY

SCOARRS – Consultant will submit the SCOARRS, EXHIBIT C, by the last business day of the following month. Receipt of the report is required in order to make payment to Consultant. The County will provide the Consultant with the forms via e-mail.

2. Proposition 10 Evaluation Data System (PEDS) data entry is due by the last business day of the following month.
3. Quarterly - Year to date In-Kind Report – A line item summary of actual expenditures and In-Kind Match.

C. Annual Reporting – Due within thirty (30) days of the end of the Program/Agreement Year as follows:

1. Program Narrative/Annual Report - Consultant shall submit to Commission Program Evaluator and Program Monitor an annual report in the format provided by the County by August 2010, 2011, and 2012 (deadline to be provided).
2. Annual SCOARRS – Consultant shall submit an annual SCOARRS which will include year to date outcomes for the annual period.

D. Customer Satisfaction Survey

- a. Consultant shall develop and conduct a customer satisfaction survey during the second and fourth quarters of the Fiscal Year. Consultant will compile and report survey results by the last business day of the following month after Quarter 2 and Quarter 4.

- b. Consultant will develop and conduct an employee satisfaction survey annually. Survey results are to be reported in the program's annual report described in Section D1.
- E. Consultant shall submit all reporting via email to the following (except DR Case Counts and Monthly Statistical Reporting):
 - CSAReport@stancounty.com
 - Kirsten Jasek-Rysdahl, Program Evaluator-rysdahlk@stancounty.com
 - Dan Rosas, Program Monitor/Public Relations Specialist -rosasd@stancounty.com
- F. County will notify Consultant of any form and/or submittal procedure changes.

IV. EVALUATION AND MONITORING:

- A. Consultant shall collect data/information to report in annual report in the following areas:
 - 1. Leveraging
 - 2. Linkages/collaboration
 - 3. Best practices/evidence-based practices
 - 4. Cultural proficiency
 - 5. Community feedback
 - 6. Evaluation capacity
 - 7. Response to prior evaluation recommendations
 - 8. Agreement compliance issues
 - 9. Financial management
 - 10. Outcomes/results
- B. Consultant shall participate in site visits with County representative twice yearly. Consultant shall also meet periodically with a County representative upon the reasonable request of the County to discuss, review, and evaluate program activities.
- C. At County's option, Consultant may be required to file regular and/or special reports to document performance under this Agreement.
- D. Consultant agrees to provide the necessary documentation to verify performance under this Agreement.
- E. Consultant shall have a representative attend all Commission's Quarterly Contractor Meetings.
- F. Consultant shall participate in an activity and/or assessment regarding collaboration efforts and outcomes.
- G. Consultant shall develop a sustainability plan and submit the plan to the County on or before Friday, October 30, 2009.

EXHIBIT B

SIERRA VISTA CHILD AND FAMILY SERVICES
 AGREEMENT TO PROVIDE
 FAMILY RESOURCE CENTERS AND SERVICES
 JULY 1, 2009 THROUGH JUNE 30, 2012

<u>BUDGET CATEGORY</u>	<u>AGREEMENT FUNDS</u>	<u>IN-KIND*</u>	<u>TOTAL</u>
1. Personnel Services			
a) Salaries	\$ 703,236		\$ 703,236
b) Fringe Benefits	\$ 154,712		\$ 154,712
Total Personnel	\$ 857,948		\$ 857,948
2. Operating Expenses	\$ 246,525		\$ 246,525
3. Contracted Services			
a) Center for Human Services	\$ 90,000		\$ 90,000
b) Parent Resource Center	\$ 71,646		\$ 71,646
c) Literacy Center	\$ 23,640		\$ 23,640
4. Indirect	\$ 85,794		\$ 85,794
10% of Salary & Benefits			
TOTAL:	\$1,375,554	\$11,088	\$1,386,642

*Category to be determined

EXHIBIT B

SIERRA VISTA CHILD AND FAMILY SERVICES
 AGREEMENT BUDGET
 FAMILY RESOURCE CENTERS AND SERVICES
 JULY 1, 2009 THROUGH JUNE 30, 2010

<u>BUDGET CATEGORY</u>	<u>AGREEMENT FUNDS</u>	<u>IN-KIND*</u>	<u>TOTAL</u>
1. Personnel Services			
a) Salaries	\$ 234,412		\$ 234,412
b) Fringe Benefits	\$ 51,571		\$ 51,570
Total Personnel	\$ 285,983		\$ 285,982
2. Operating Expenses	\$ 82,175		\$ 82,175
3. Contracted Services			
a) Center for Human Services	\$ 30,000		\$ 30,000
b) Parent Resource Center	\$ 23,882		\$ 23,882
c) Literacy Center	\$ 7,880		\$ 7,880
4. Indirect	\$ 28,599		\$ 28,599
10% of Salary & Benefits			
TOTAL:	\$ 458,519	\$3,696	\$ 462,215

*Category to be determined

EXHIBIT B

SIERRA VISTA CHILD AND FAMILY SERVICES
 AGREEMENT BUDGET
 FAMILY RESOURCE CENTERS AND SERVICES
 JULY 1, 2010 THROUGH JUNE 30, 2011

<u>BUDGET CATEGORY</u>	<u>AGREEMENT FUNDS</u>	<u>IN-KIND*</u>	<u>TOTAL</u>
1. Personnel Services			
a) Salaries	\$ 234,412		\$ 234,412
b) Fringe Benefits	\$ 51,571		\$ 51,571
Total Personnel	\$ 285,983		\$ 285,983
2. Operating Expenses	\$ 82,175		\$ 82,175
4. Contracted Services			
a) Center for Human Services	\$ 30,000		\$ 30,000
b) Parent Resource Center	\$ 23,882		\$ 23,882
c) Literacy Center	\$ 7,880		\$ 7,880
4. Indirect	\$ 28,598		\$ 28,598
10% of Salary & Benefits			
TOTAL:	\$ 458,518	\$3,696	\$ 462,214

*Category to be determined

EXHIBIT B

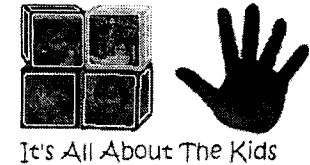
SIERRA VISTA CHILD AND FAMILY SERVICES
 AGREEMENT BUDGET
 FAMILY RESOURCE CENTERS AND SERVICES
 JULY 1, 2011 THROUGH JUNE 30, 2012

<u>BUDGET CATEGORY</u>	<u>AGREEMENT FUNDS</u>	<u>IN-KIND*</u>	<u>TOTAL</u>
1. Personnel Services			
a) Salaries	\$ 234,412		\$ 234,412
b) Fringe Benefits	\$ 51,571		\$ 51,571
Total Personnel	\$ 285,983		\$ 285,983
2. Operating Expenses	\$ 82,175		\$ 82,175
3. Contracted Services			
a) Center for Human Services	\$ 30,000		\$ 30,000
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c) Literacy Center	\$ 7,880		\$ 7,880
4. Indirect	\$ 28,598		\$ 28,598
10% of Salary & Benefits			
TOTAL:	\$ 458,518	\$3,696	\$ 462,214

*Category to be determined



Stanislaus County Outcomes And Results Reporting Sheet (SCOARRS)



Reporting for Quarter:

- 1st Quarter
- 2nd Quarter
- 3rd Quarter
- 4th Quarter

Date:

Agency: Sierra Vista

Program Name: North Modesto/Salida FRC Services

Prepared by:

Phone Number:

Email:

PLANNED OUTCOMES	STRATEGIES/MILESTONES	INDICATORS-CURRENT QUARTER (PROGRESS)	INDICATORS-CUMULATIVE (PROGRESS)	INDICATORS-CUMULATIVE CALCULATED	NARRATIVE (ONLY IF NEEDED & SPECIFIC TO THE INDICATOR)
1. Decreased occurrence and recurrence of child abuse and neglect through Family Support	1. FRC Staff will provide strength based assessments (SBA) to caregivers of referred DR children. 60% of the referred DR children will have caregivers who receive a SBA.	a. <input type="text"/> # of referred DR children	a. <input type="text"/> # of referred DR children	$b / a = \text{ } \%$ <p>of the referred DR children have caregivers who received a SBA</p>	
	2. FRC Staff will provide referrals, resources, or support services to caregivers of referred DR children. 70% of the referred DR children will have caregivers who receive referrals, resources, or support services	b. <input type="text"/> # of DR children whose caregivers are assessed (includes those who receive short-term or ongoing case management)	b. <input type="text"/> # of DR children whose caregivers are assessed (includes those who receive short-term or ongoing case management)		$(c + b) / a = \text{ } \%$ <p>of the referred DR children have caregivers who received referrals, resources, or support services</p>
	3. FRC Staff will provide ongoing case management (3 months or more within the FY) to the caregivers of referred DR children. 40% of the referred DR children will have caregivers who receive ongoing case management.	c. <input type="text"/> # of DR children whose caregivers are provided referrals, resources, or support services (but are not assessed)	c. <input type="text"/> # of DR children whose caregivers are provided referrals, resources, or support services (but are not assessed)	$d / a = \text{ } \%$ <p>of the referred DR children have caregivers who received ongoing case management</p>	To be completed 4 th quarter

4. FRC Staff will provide strength based assessments to the caregivers of children 0-5 (DR & non-DR).

60% of the children 0-5 will have caregivers who receive a SBA.

e. # of Non-DR children 0-5 (all non-DR children 0-5 receiving any Prop 10 services)

e. # of Non-DR children 0-5 (all non-DR children 0-5 receiving any Prop 10 services)

f. # of Non-DR children 0-5 whose caregivers are assessed

f. # of Non-DR children 0-5 whose caregivers are assessed

g. # of referred DR children 0-5

g. # of referred DR children 0-5

h. # of DR children 0-5 whose caregivers are assessed

h. # of DR children 0-5 whose caregivers are assessed

$(f+h) / (e+g) = \text{input} \%$
of the children 0-5 have caregivers who received a SBA

5. FRC Staff will provide referrals or resources to the caregivers of children 0-5 (DR & non-DR).

80% of the children 0-5 will have caregivers who receive referrals, resources, or support services.

i. # of Non-DR children 0-5 whose caregivers are provided referrals or resources (but are not assessed)

i. # of Non-DR children 0-5 whose caregivers are provided referrals or resources (but are not assessed)

j. # of DR children 0-5 whose caregivers are provided referrals or resources (but are not assessed)

j. # of DR children 0-5 whose caregivers are provided referrals or resources (but are not assessed)

$(i+j) + (f+h) / (e+g) = \text{input} \%$
of the children 0-5 have caregivers who received referrals or resources

6. FRC Staff will provide ongoing case management (3 months or more within the FY) to the caregivers of children 0-5 (DR & non-DR).

40% of the children 0-5 will have caregivers who receive ongoing case management.

k. # of Non-DR children 0-5 whose caregivers are provided ongoing case management (assessed and 3 months of CM during the FY)

k. # of Non-DR children 0-5 whose caregivers are provided ongoing case management (assessed and 3 months of CM during the FY)

l. # of DR children 0-5 whose caregivers are provided ongoing case management (assessed and 3 months of CM during the FY)

l. # of DR children 0-5 whose caregivers are provided ongoing case management (assessed and 3 months of CM during the FY)

$(k+l) / (e+g) = \text{input} \%$
of the children 0-5 have caregivers who received ongoing case management

To be completed 4th quarter

To be completed 4th quarter

2. Increased parenting knowledge, skills, and support	<p>1. FRC Staff will provide parenting education or support groups and measure the increase in knowledge/skills through a survey or pre/post test.</p> <p>60% of the children 0-5 have caregivers who attended parent ed or support groups and took pre/post tests or surveys</p> <p>75% of the children 0-5 will have caregivers who took a pre/post test or survey and indicated an increase in parenting knowledge or skills after attending parenting education or support groups.</p>	m. <input type="text"/> # of children 0-5 whose caregiver attended parent ed or support groups (assessed or not assessed)	m. <input type="text"/> # of children 0-5 whose caregiver attended parent ed or support groups (assessed or not assessed)	$n / m = \text{input} \%$ of children 0-5 whose caregiver attended parent ed or support groups and took pre/post tests or a survey	
		n. <input type="text"/> # of children 0-5 whose caregiver attended parent ed or support groups and took pre/post tests or a survey	n. <input type="text"/> # of children 0-5 whose caregiver attended parent ed or support groups and took pre/post tests or a survey		
		o. <input type="text"/> # of children 0-5 whose caregivers took a pre/post test or survey and indicated an increase in knowledge or skills	o. <input type="text"/> # of children 0-5 whose caregivers took a pre/post test or survey and indicated an increase in knowledge or skills	$o / n = \text{input} \%$ of children 0-5 whose caregivers took a pre/post test or survey and indicated an increase in parenting knowledge or skills after attending parenting education or support groups.	
		p. <input type="text"/> Total # of DR children whose caregivers attended parent ed or support groups (assessed or not assessed)	p. <input type="text"/> Total # of DR children whose caregivers attended parent ed or support groups (assessed or not assessed)		
3. Caregivers are identified and linked to mental health services	<p>1. FRC Staff will provide a valid depression screening to caregivers of children 0-5 (DR & Non-DR) who are given a SBA.</p> <p>60% of the children 0-5 who are assessed will have caregivers who received depression screenings.</p>	q. <input type="text"/> # of Non-DR children 0-5 whose caregivers were screened for depression	q. <input type="text"/> # of Non-DR children 0-5 whose caregivers were screened for depression	$(q + r) / (f + h) = \text{input} \%$ of the children 0-5 whose families were assessed have caregivers who received depression screenings.	
		r. <input type="text"/> # of DR children 0-5 whose caregivers were screened for depression	r. <input type="text"/> # of DR children 0-5 whose caregivers were screened for depression		
	<p>2. FRC staff will provide mental health referrals for caregivers of children 0-5 who scores 21 or above on the Burns depression screening (or who indicates a need for services).</p> <p>90% of the children whose caregivers indicate a need will receive a referral.</p>	s. <input type="text"/> # of children 0-5 whose caregivers scored 21 or above (or \who indicated a need for services)	s. <input type="text"/> # of children 0-5 whose caregivers scored 21 or above (or \who indicated a need for services)	$t / s = \text{input} \%$ of the children 0-5 whose caregivers indicated a need, received a referral for mental health services	
		t. <input type="text"/> # of children 0-5 whose caregivers were referred for mental health services	t. <input type="text"/> # of children 0-5 whose caregivers were referred for mental health services		

4. Early identification of and referral for developmental delays and social-emotional problems of children 0-5	1. FRC Staff will provide children 0-5 whose caregiver are assessed with developmental screenings using the Ages & Stages Questionnaire (ASQ) 55% of the children 0-5 whose families are assessed will receive developmental screenings	u. <input type="text"/> # of Non-DR children 0-5 whose families were assessed and received a developmental screening	u. <input type="text"/> # of Non-DR children 0-5 whose families were assessed and received a developmental screening	$(u + v) / \text{Total} = \text{input} \%$ of the children 0-5 whose families were assessed received developmental screenings	
		v. <input type="text"/> # of DR children 0-5 whose families were assessed and received a developmental screening	v. <input type="text"/> # of DR children 0-5 whose families were assessed and received a developmental screening		
	2. FRC Staff will provide referrals for children 0-5 who fall below the indicator line in any of the developmental areas of the ASQ. 90% of the children who indicate this need will be referred.	w. <input type="text"/> # of children 0-5 who scored below the indicator line in a developmental area of the ASQ	w. <input type="text"/> # of children 0-5 who scored below the indicator line in a developmental area of the ASQ	$x / w = \text{input} \%$ of the children 0-5 who indicated a need, were referred for further developmental assessment	
		x. <input type="text"/> # of children 0-5 who were referred as a result of scoring below the indicator line in a result area	x. <input type="text"/> # of children 0-5 who were referred as a result of scoring below the indicator line in a result area		
5. Families understand the importance of participating in their children's development and education	1. FRC Staff will disseminate SR information to children 0-5 and their caregivers. Caregivers will indicate understanding the importance of their participation as evidenced by a survey. 80% of children 0-5 served will have caregivers who indicate an understanding of the importance of caregiver education participation.	y. <input type="text"/> # of children 0-5 whose caregivers received school readiness information	y. <input type="text"/> # of children 0-5 whose caregivers received school readiness information	$z / y = \text{input} \%$ of the children 0-5 whose families received school readiness information have caregivers who understand the importance of participating in their children's education	
		z. <input type="text"/> # of children 0-5 whose caregivers indicated an understanding of the importance of caregiver education participation	z. <input type="text"/> # of children 0-5 whose caregivers indicated an understanding of the importance of caregiver education participation		

6. Children 0-5 have health insurance and a health care provider

1. FRC Staff will assist families in obtaining health insurance, and with the enrollment of children 0-5 into a health insurance program within 90 days of intake.
 85% of the children 0-5 who did not have health insurance when entering the program received assistance in obtaining health insurance
 80% of the assessed children 0-5 who did not have health insurance will be enrolled in a health insurance program within 90 days of intake.

aa. # of children 0-5 without health insurance at time of intake
 bb. # of children 0-5 who did not have health insurance at intake and have completed an application for health insurance
 cc. # of children 0-5 without health insurance whose caregiver received a SBA
 dd. # of assessed children 0-5 without health insurance are enrolled in a health insurance program within 90 days

aa. # of children 0-5 without health insurance at time of intake
 bb. # of children 0-5 who did not have health insurance at intake and have completed an application for health insurance
 cc. # of children 0-5 without health insurance whose caregiver received a SBA
 dd. # of assessed children 0-5 without health insurance are enrolled in a health insurance program within 90 days

bb / aa = % of the children 0-5 who did not have health insurance when entering the program received assistance in obtaining health insurance

dd / cc = % of the assessed children 0-5 who did not have health insurance enrolled in a health insurance program within 90 days

More Information

Additional Supporting Narrative (Only if Needed):

General Feedback, Comments or Suggestions (Only if Needed):

Resources (Staff, Funding, Materials, etc.):

Resource Changes (Only if Needed):

Activities & Services:

Activities & Services Changes (Only if Needed):

**MEDI-CAL DATA PRIVACY AND SECURITY
AGREEMENT BETWEEN
The California Department of Health Care Services
and the County of Stanislaus, Community Services Agency.**

PREAMBLE

The California Department of Health Care Services (DHCS) and the County of Stanislaus, Community Services Agency enter into this Medi-Cal Data Privacy and Security Agreement ("Agreement") in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII).

DHCS receives federal funding to administer the Medi-Cal program. DHCS provides funding to the County Department in exchange for the County Department's assistance in administering the Medi-Cal program.

This Agreement covers the County of Stanislaus, Community Services Agency workers that assist in the administration of the Medi-Cal program; and access, use, or disclose Medi-Cal PII. For the purpose of this Agreement, the following terms mean:

1. "Assist in the Administration of the Medi-Cal Program" is performing an administrative function on behalf of Medi-Cal, such as determining eligibility or case managing IHSS (In-Home Supportive Services) clients; and
2. "Medi-Cal PII" is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining Medi-Cal eligibility or conducting IHSS operations, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.

AGREEMENTS

NOW THEREFORE, DHCS and the County Department mutually agree as follows:

I. PRIVACY AND CONFIDENTIALITY

- A. County Department workers covered by this Agreement ("County Workers") may use or disclose Medi-Cal PII only to perform functions, activities or services directly related to the administration of the Medi-Cal program in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq, or as required by law. For example, County Workers performing eligibility determinations may generally only use or disclose Medi-Cal PII to

determine eligibility for individuals applying for Medi-Cal. County Workers assisting in the administration of In-Home Supportive Services (IHSS) program may generally use or disclose Medi-Cal PII only to perform administrative functions essential to the operation of the IHSS program. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. No County Worker shall duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Agreement.

- B. Access to Medi-Cal PII shall be restricted to only County Workers who need the Medi-Cal PII to perform their official duties in connection with the administration of the Medi-Cal program.
- C. County Workers who access, disclose or use Medi-Cal PII in a manner of for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

II. EMPLOYEE TRAINING AND DISCIPLINE

The County Department agrees to advise County Workers who have access to Medi-Cal PII of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the County Department shall:

- A. Train and use reasonable measures to ensure compliance with the requirements of this Agreement by County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII; and take corrective action against such County Workers who intentionally violate any provisions of this Agreement, up to and including by termination of employment. In complying with this requirement, the County Department agrees to:
 - 1. Provide privacy and security awareness training to each new County Worker within 30 days of employment and thereafter provide ongoing reminders of the privacy and security safeguards in this Agreement to all County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII.
 - 2. Maintain records indicating each County Worker's name and the date on which the initial privacy and security awareness training was completed.
 - 3. Retain training records for inspection for a period of three years after completion of the training.

III. MANAGEMENT OVERSIGHT AND MONITORING

The County Department agrees to:

- A. Establish and maintain ongoing management oversight and quality assurance for monitoring workforce compliance with the privacy and security safeguards in this Agreement when using or disclosing Medi-Cal PII.
- B. Ensure that ongoing management oversight includes periodic self-assessments and randomly sampling work activity by County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. DHCS shall provide the County Department with information on MEDS usage indicating any anomalies for investigation and follow-up.
- C. Ensure that these management oversight and monitoring activities are performed by County Workers whose job functions are separate from those who use or disclose Medi-Cal PII as part of their routine duties.

IV. CONFIDENTIALITY STATEMENT

The County Department agrees to ensure that all County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII sign a confidentiality statement. The statement shall include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement shall be signed by the County Worker prior to access to Medi-Cal PII.

V. PHYSICAL SECURITY

The County Department shall ensure that Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. The County Department agrees to safeguard Medi-Cal PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of County Department facilities where County Workers assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. The County Department shall ensure that these secure areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or access authorization; and access to premises is by official identification.
- B. Ensure that there are security guards or a monitored alarm system with or without security cameras 24 hours a day, 7 days a week at County Department facilities and leased facilities where a large volume of Medi-Cal PII is stored.
- C. Issue County Workers who assist in the administration of the Medi-Cal program identification badges and require County Workers to wear these badges at County Department facilities where Medi-Cal PII is stored or used.
- D. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices in facilities which are multi-use,

meaning that there are County Department and non-County Department functions in one building in work areas that are not securely segregated from each other. The County Department shall have policies which indicate that County Workers are not to leave records with Medi-Cal PII unattended at any time in vehicles or airplanes and not to check such records in baggage on commercial airplanes.

- E. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing Medi-Cal PII.

VI. COMPUTER SECURITY SAFEGUARDS

The County Department agrees to comply with the general computer security safeguards, system security controls, and audit controls in this section.

General Computer Security Safeguards

In order to comply with the following general computer security safeguards, the County Department agrees to:

- A. Encrypt portable computer devices, such as laptops and notebook computers that process and/or store Medi-Cal PII, with a solution using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution. One source of recommended solutions is specified on the California Strategic Sourced Initiative (CSSI) located at the following link: www.pd.dgs.ca.gov/masters/EncryptionSoftware.html. The County Department shall use an encryption solution that is full-disk unless otherwise approved by DHCS.
- B. Encrypt workstations where Medi-Cal PII is stored using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- C. Ensure that only the minimum necessary amount of Medi-Cal PII is downloaded to a laptop or hard drive when absolutely necessary for current business purposes.
- D. Encrypt all electronic files that contain Medi-Cal PII when the file is stored on any removable media type device (i.e. USB thumb drives, floppies, CD/DVD, etc.) using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- E. Ensure that all emails sent outside the County Department's e-mail environment that include Medi-Cal PII are sent via an encrypted method using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- F. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have a commercial third-party anti-virus software solution and are updated when a new anti-virus definition/software release is available.

- G. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have current security patches applied and up-to-date.
- H. Ensure that all Medi-Cal PII is wiped from systems when the data is no longer legally required. The County Department shall ensure that the wipe method conforms to Department of Defense standards for data destruction.
- I. Ensure that any remote access to Medi-Cal PII is established over an encrypted session protocol using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI. The County Department shall ensure that all remote access is limited to minimum necessary and least privilege principles.

System Security Controls

In order to comply with the following system security controls, the County Department agrees to:

- J. Ensure that all County Department systems containing Medi-Cal PII provide an automatic timeout after no more than 20 minutes of inactivity.
- K. Ensure that all County Department systems containing Medi-Cal PII display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User shall be directed to log off the system if they do not agree with these requirements.
- L. Ensure that all County Department systems containing Medi-Cal PII log successes and failures of user authentication and authorizations granted. The system shall log all data changes and system accesses conducted by all users (including all levels of users, system administrators, developers, and auditors). The system shall have the capability to record data access for specified users when requested by authorized management personnel. A log of all system changes shall be maintained and be available for review by authorized management personnel.
- M. Ensure that all County Department systems containing Medi-Cal PII use role based access controls for all user authentication, enforcing the principle of least privilege.
- N. Ensure that all County Department data transmissions over networks outside of the County's control are encrypted end-to-end using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI, when transmitting Medi-Cal PII. The County Department shall encrypt Medi-Cal PII at the minimum of 128 bit AES or 3DES (Triple DES) if AES is unavailable.

- O. Ensure that all County Department systems that are accessible via the Internet or store Medi-Cal PII actively use either a comprehensive third-party real-time host based intrusion detection and prevention program or be protected at the perimeter by a network based IDS/IPS solution.

Audit Controls

In order to comply with the following audit controls, the County Department agrees to:

- P. Ensure that all County Department systems processing and/or storing Medi-Cal PII have at least an annual system security review. The County Department review shall include administrative and technical vulnerability assessments.
- Q. Ensure that all County Department systems processing and/or storing Medi-Cal PII have an automated audit trail, which includes the initiator of the request, along with a time and date stamp for each access. These logs shall be read-only and maintained for a period of at least three (3) years. There shall be a routine procedure in place to review system logs for unauthorized access. The County Department shall investigate anomalies identified by interviewing County Workers and witnesses and taking corrective action, including by disciplining County Workers, when necessary.
- R. Maintain an automated audit trail record identifying either the individual worker or the system process that initiated a request for information from the Social Security Administration (SSA) for its systems, such as IEVS. Individual audit trail records shall contain the data needed to associate each query transaction to its initiator and relevant business purpose (that is, the client record for which SSA data was accessed) and each transaction shall be time and date stamped. Access to the audit file shall be restricted to authorized users with a need to know and the audit file data shall be unalterable (read only) and maintained for a minimum of three years.
- S. Investigate anomalies in MEDS usage identified by DHCS and report conclusions of such investigations and remediation to DHCS.
- T. Exercise management control and oversight, in conjunction with DHCS, of the function of authorizing individual user access to SSA data and MEDS and over the process of issuing and maintaining access control numbers and passwords.
- U. Ensure that all County Department systems processing and/or storing Medi-Cal PII have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

VII. PAPER DOCUMENT CONTROLS

In order to comply with the following paper document controls, the County Department agrees to:

- A. Dispose of Medi-Cal PII in paper form through confidential means, such as cross cut shredding and pulverizing.
- B. Not remove Medi-Cal PII from the premises of the County Department except for identified routine business purposes or with express written permission of DHCS.
- C. Not leave faxes containing Medi-Cal PII unattended and keep fax machines in secure areas. The County Department shall ensure that faxes contain a confidentiality statement notifying persons receiving faxes in error to destroy them. County Workers shall verify fax numbers with the intended recipient before sending.
- D. Use a secure, bonded courier with signature of receipt when sending large volumes of Medi-Cal PII. The County Department shall ensure that disks and other transportable media sent through the mail are encrypted using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

VIII. NOTIFICATION AND INVESTIGATION OF BREACHES

The County Department agrees to:

- A. Notify DHCS immediately by telephone call or e-mail upon the discovery of a breach of security of Medi-Cal PII in computerized form if the PII was, or is reasonably believed to have been, acquired by an unauthorized person; or within 24 hours by telephone call or e-mail of discovery of any other suspected security incident, intrusion, loss or unauthorized use or disclosure of PII in violation of this Agreement or the law. The County Department shall submit the notification to the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PII, the County Department shall notify DHCS by calling the DHCS ITSD Help Desk.

<p>DHCS Privacy Officer</p> <p>Privacy Officer c/o: Office of Legal Services Department of Health Care Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413</p> <p>Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646</p>	<p>DHCS Information Security Officer</p> <p>Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413</p> <p>Email: iso@dhcs.ca.gov Telephone: ITSD Help Desk (916) 440-7000 (800) 579-0874</p>
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- B. Ensure that the initial notification includes contact and component information; a description of the breach or loss with scope, numbers of files or records, type of equipment or media, approximate time and location of breach or loss; description of how the data was physically stored, contained, or packaged (e.g. password protected, encrypted, locked briefcase, etc.); whether any individuals or external organizations have been contacted; and whether any other reports have been filed.
- C. Take prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment.
- D. Investigate the breach and produce a written breach report within ten working days of the incident, detailing what data elements were involved; a description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PII; a description of where PII is believed to have been improperly transmitted, sent, or used; a description of the probable causes of the breach; a detailed corrective action plan including measures that were taken to halt and/or contain the breach. The County Department shall submit the breach report to the DHCS Privacy Officer and Information Security Officer.
- E. Notify individuals of the breach or unauthorized use or disclosure of Medi-Cal PII maintained by the County Department when notification is required under state or federal law. The County Department shall obtain the approval of the DHCS Privacy Officer for the time, manner and content of any such required notifications. County Department shall be responsible for the cost of such notification to the extent that such breach or unauthorized use or disclosure is due to the negligence or intentional misconduct of County Department. To the extent such breach or unauthorized use or disclosure is due to the negligence or intentional misconduct of DHCS, DHCS shall be responsible for notifying individuals and the County Department shall not be responsible for any costs of notification. If there is any question as to whether DHCS or the County Department is responsible for the breach, DHCS shall issue the notice and DHCS and the County Department shall subsequently determine responsibility for purposes of allocating the costs of such notices.

IX. COMPLIANCE WITH SSA AGREEMENT

The County Department agrees to comply with substantive privacy and security requirements in the Agreement between the Social Security Administration and DHCS, known as the 1137 Agreement, which is appended to and hereby incorporated into this Agreement (Exhibit A). The specific sections of the 1137 Agreement which contain substantive privacy and security requirements which are to be complied with by County Department are as follows: XI. Procedures for Security; XII. Safeguarding and Reporting Responsibilities for Personally Identifiable Information (PII); XIII. Procedures for Records Usage, Duplication, and Redisclosure Restrictions; and Attachment C, Information System Security Guidelines for Federal, State and Local Agencies Receiving Electronic Information from the Social Security Administration. If there is any conflict between a privacy and security standard in these sections of the 1137 Agreement and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means that standard which provides the greatest protection to data.

X. COMPLIANCE BY COUNTY DEPARTMENT AGENTS

The County Department shall require that any agents, including subcontractors, which assist the County Department in its Medi-Cal functions and to which the County Department provides PII, agree to the same privacy and security safeguards as are contained in this Agreement; and to incorporate, when applicable, the relevant provisions of this Agreement into each subcontract or sub-award to such agents or subcontractors.

XI. ASSESSMENTS AND REVIEWS

In order to enforce this Agreement and ensure compliance with its provisions, the County Department agrees to allow DHCS to inspect the facilities, systems, books and records of the County Department, with reasonable notice from DHCS, in order to perform assessments and reviews. Such inspections shall be scheduled at times that take into account the operational and staffing demands of the county. The County Department agrees to promptly remedy any violation of any provision of this Agreement and certify the same to the DHCS Privacy Officer and Information Security Officer in writing, or to enter into a written corrective action plan with DHCS containing deadlines for achieving compliance with specific provisions of this Agreement.

XII. DEADLINE FOR SUBSTANTIAL COMPLIANCE

- A. The County Department shall be in substantial compliance with this Agreement by no later than July 1, 2010.
- B. If, at any time, the county is unable to meet the security and privacy requirements imposed in this Agreement in the manner specified therein due to a lack of funding;

DHCS will work with the county to develop a Corrective Action Plan which can be implemented within the resources provided by the state for this purpose and which is intended to substantially meet those security and privacy requirements even if such requirements are met utilizing alternative or different methods than those specified in this Agreement.

- C. DHCS shall monitor corrective action plans which County Department develops to remediate gaps in security compliance under this Agreement and reassess compliance.

XIII. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations by the County Department of the privacy or security of Medi-Cal PII, or federal or state laws or agreements concerning privacy or security of Medi-Cal PII, the County Department shall make all reasonable effort to make itself and any subcontractors, agents, and County Workers assisting in the administration of the Medi-Cal program and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses. DHCS shall also make all reasonable efforts to make itself and any subcontractors, agents, and employees available to County Department at no cost to County Department to testify as witnesses, in the event of litigation or administrative proceedings involving the County Department based upon claimed violations by DHCS of the privacy or security of Medi-Cal PII, or state or federal laws or agreements concerning privacy or security of Medi-Cal PII.

EXHIBIT E

TYPE YOUR AGENCY NAME HERE MONTHLY OUTCOME REPORT
 OFFICE OF CHILD ABUSE PREVENTION SERVICE PROVISION REPORT
 MONTH ENDING: _____
 FUNDING SOURCE: CAPIT CCF CBCAP PSSF

CUSTOMER CENTERED SERVICES*	NUMBER OF CUSTOMERS SERVED						
	CHILDREN				Adults (19 years - older)		FAMILIES
	Ages 0-5		Ages 6-18		without disabilities	with disabilities	
	without disabilities	with disabilities	without disabilities	with disabilities			
Family Resource Center							
Home Visitation							
Information & Referral							
Parent Education and Support							
Parenting Program (Classes)							
Totals	Children 0-5 w/o disabilities	Children 0-5 with disabilities	Children 6-18 w/o disabilities	Children 6-18 with disabilities	Adults w/o disabilities	Adults with disabilities	Families

AGENCY CENTERED ACTIVITIES	NUMBER OF PARTICIPANTS				
	Parents (Consumer of Services)	County Agency Staff	Private Nonprofit Staff	Child Abuse Council Staff	Other (Specify)
State of Regional Training					
Peer Review					
Evaluation / Research					
Other (Specify)					

FUNDING SOURCE:

CAPIT - CHILD ABUSE PREVENTION, INTERVENTION AND TREATMENT
 CCF - COUNTY CHILDREN'S FUND
 CBCAP - COMMUNITY BASED CHILD ABUSE PREVENTION
 PSSF - PROMOTING SAFE AND STABLE FAMILIES

TYPE YOUR AGENCY NAME HERE

MONTHLY AGE, LANGUAGE AND ETHNICITY REPORT

FUNDING SOURCE*

CAPIT CCF CBCAP PSSF StanWORKs CFC

PROGRAM NAME _____
 SERVICE MONTH _____
 INVOICE DATE _____

Customers Receiving Services					
0-5 Years		6-18 Years		Adults (19 yr - older)	
without disabilities	with disabilities	without disabilities	with disabilities	without disabilities	with disabilities
DO NOT WRITE BELOW THIS LINE					
0	0	0	0	0	0
TOTALS					

** Use appropriate code listed below:

- Code Ethnic Origin**
 WH White non-Hispanic
 HS Hispanic
 BL Black non-hispanic
 A Asian
 NA Native America
 O Other

- Code* Funding Source**
 CAPIT Child Abuse Prevention
 CCF County Children's Fund
 PSSF Promoting Safe and Stable Families
 CBCAP Community Based Child Abuse Prevention

COUNTY OF STANISLAUS BOARD OF SUPERVISORS
AGREEMENT TO PROVIDE
FAMILY RESOURCE CENTERS AND SERVICES
JULY 1, 2009 THROUGH JUNE 30, 2012

2009 OCT 22 A 8:24

This AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY AND STANISLAUS COUNTY CHILDREN AND FAMILIES COMMISSION (jointly as "County") and **CENTER FOR HUMAN SERVICES** ("Consultant"), a California non-profit corporation, on July 1, 2009.

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.

INTRODUCTION

WHEREAS, County has the need for Family Resource Centers; and Consultant has agreed to provide those services;

WHEREAS, the Consultant 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 Consultant 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, which is attached hereto and, by this reference, made a part hereof.
- 1.2 All documents, drawings and written work product prepared or produced by the Consultant under this Agreement, including without limitation electronic data files, are the property of the Consultant; 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 Consultant may copyright the same, except that, as to any work which is copyrighted by the Consultant, 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 Consultant at the County's request under this Agreement will be performed in a timely manner in accordance with a Schedule of Work, which the parties hereto shall agree to. The Schedule of Work may be revised from time to time upon mutual written consent of the parties.

- 1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.
- 1.5 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant will be the agent of the Consultant not the County.

2. CONSIDERATION

- 2.1 The Consultant shall be compensated on a time and materials basis as provided in EXHIBIT A attached hereto.
- 2.2 Except as expressly provided in this Agreement, Consultant 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, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant 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 The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.
- 2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- 2.5 Payments of all services provided in accordance with the provisions of this Agreement 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 Consultant's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Consultant ceases to be licensed or otherwise authorized to do business in the State of California, and the Consultant 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 thirty (30) days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.
- 3.5 County shall notify Consultant 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 Agreement in the event corrections are not accomplished within thirty (30) days.
- 3.6 This Agreement 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, Consultant 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 Agreement, County may terminate the Agreement immediately:
- A. Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services; or,
 - B. Upon loss of any license(s) required for lawful operation of Consultant'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 Consultant

3.8 This Agreement is funded from revenue derived from a tax placed on the sales of cigarettes. The County reasonably believes that such tax revenue will be available to fully fund this Agreement for its term. In the event, however, no funds or insufficient funds are available for payments as determined in the sole discretion of the County, the County will immediately notify Consultant of such occurrence and the Agreement may be terminated by County upon thirty (30) days notice. After this Agreement is terminated under these provisions, County shall have no obligation to make further payments and shall only be obligated for work already performed pursuant to this Agreement

3.9 Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

4. WORK SCHEDULE

Consultant is obligated to perform in a timely manner those services and work identified in EXHIBIT A. It is understood by Consultant that the performance of these services and work will require the Consultant 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 Consultant; 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 Consultant to provide the services and work described in EXHIBIT A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant 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 Consultant at no expense to the County.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant-not the County-has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

7. INSURANCE

7.1 Consultant 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 Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

7.1.2 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.

7.1.3 Automobile Liability Insurance. If the Consultant or the Consultant'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.

7.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this Agreement, the Consultant certifies under section 1861 of the Labor Code that the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant's defense and indemnification obligations as set forth in this Agreement.

7.3 The Consultant shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, 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 Consultant, including the insured's general supervision of the Consultant; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned,

leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County 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 Consultant.

- 7.4 The Consultant'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 Consultant's insurance and shall not contribute with Consultant'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 and employees.
- 7.6 The Consultant'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 Consultant 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 of no less than A-:VII; 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.
- 7.9 Consultant 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 Consultant begins performance of its obligations under this Agreement, Consultant 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 Consultant. 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 Consultant and Consultant's officers, employees, agents, representatives or subcontractors.

7.12 If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant agrees to maintain the required insurance coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. Consultant may maintain the required post agreement coverage by renewal of purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

8. DEFENSE AND INDEMNIFICATION

8.1 To the fullest extent permitted by law, Consultant 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 Consultant or Consultant'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, Consultant'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 Consultant in contributing to such claim, damage, loss and expense.

8.2 Consultant'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 Consultant 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 Consultant 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 CONSULTANT

9.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, 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, Consultant 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 Consultant. It is understood by both Consultant 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 Consultant 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 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant 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 Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.
- 9.4 Consultant is permitted to provide services to others during the same period services are provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.
- 9.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. 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 Consultant.
- 9.6 It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, 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.
- 9.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.
- 9.8 As an independent contractor, Consultant 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 Consultant 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, provided that said writings are not deemed by Consultant to be confidential, attorney work product, or privileged, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. 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 Consultant related to this Agreement as required by State law. An independent public accountant can be appointed by County.
- 10.5 Consultant 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 Consultant shall be responsible for the procurement and performance of a fiscal and compliance audit annually. Entities receiving in excess of \$500,000 in Federal funds must comply with the Single Audit Act of 1984, PL 98-502 and the Single Audit Amendments of 1996, P.L. 104-156. 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-133 as this applies to the auditing of states, local governments, institutions of higher education and non-profit.
- 10.8 The annual audit requirement is replaced with a biennial audit covering the most recent fiscal year if all of the following apply:
 - A. The total County Agreement expenditures, from all funding sources, during the fiscal year, are less than \$100,000
 - B. The Consultant is in compliance with all other Agreement requirements
 - C. An audit was performed on one of the preceding two years in accordance with Government Auditing Standards and a copy of the report and any management letter has been submitted to County
 1. The auditor's opinion on the financial statement and the schedule of federal awards (if applicable) were unqualified
 2. There were no deficiencies in internal control over financial reporting that were identified as material weaknesses under the requirements of Government Auditing Standards
 3. None of the state or federal programs had audit findings in the preceding year that were classified as:

- a. Material weaknesses in the internal control over compliance
- b. Noncompliance with the provisions of laws, regulations, contracts, or grant agreements that had a material effect on the program
- c. Known or likely questioned costs

D. The audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.

- 10.9 Consultant 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.
- 10.10 Expenses incurred by Consultant to provide for the performance of an audit to satisfy said requirements are an allowable Agreement cost. Consultant is responsible for ensuring that the appropriate portion of audit costs are included with its total executed Agreement funds.
- 10.11 Consultant 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 Consultant's fiscal year.

11. CONFIDENTIALITY

Consultant 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:

- 11.1 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.
- 11.2 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.
- 11.3 Consultant 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.
- 11.4 Consultant, as an agent of Stanislaus County, shall adhere to the privacy and security safeguards contained in EXHIBIT D called Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the County of Stanislaus, Community Services Agency.

12. NONDISCRIMINATION

- 12.1 During the performance of this Agreement, Consultant 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. Consultant 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. Consultant 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 Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

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

13. ASSIGNMENT

13.1 This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant 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 Consultant 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 Manager
P.O. Box 42
Modesto, CA 95353

To Consultant: Center for Human Services
Attention: Linda M. Kovacs, Executive Director
1700 McHenry Village Way, Suite #11
Modesto, CA 95350

16. CONFLICTS

Consultant 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. 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.

20. 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.

21. 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.

22. GENERAL ACCOUNTABILITY

- 22.1 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.
- 22.2 In the event of any State hearings, cash grant award or lawsuit award resulting from Consultant's failure to perform as required by this Agreement, Consultant shall make reimbursement to the damaged party.
- 22.3 Additional costs to County for maintaining any portion of the Agreement as a result of Consultant'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.

23. CODE OF ETHICS

Consultant shall uphold the following Code of Ethics:

- Professional Conduct: Employees of Consultant will abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Consultant will also abide by specific codes of ethics prescribed by the professional organizations that set standards for their profession.
- Quality of Service: Employees of Consultant 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 Consultant will conduct all activities with respect and courtesy for participants.
- Propriety: Employees of Consultant will not make use of their position or relationship with clients for personal gain.
- Positive Representation: Employees of Consultant will not behave in any manner that will bring discredit to his/her professional status and reputation or to the program.

24. STATE ENERGY CONSERVATION PLAN

Consultant 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).

25. 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 Agreement including those covered by copyright.

26. CONVICTION OF CRIME

- 26.1 Consultant 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 assigned to provide services under this Agreement, when such information becomes known to Consultant.
- 26.2 Consultant 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.
- 26.3 Consultant shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1 through 11165.6. Consultant 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.

27. MATCHING FUNDS

These funds are not available for matching unless certified by County.

28. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

- 28.1 County and Consultant recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this paragraph, Consultant will be referred to as the "prospective recipient".
- 28.2 This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).
 - A. The prospective recipient of Federal assistance funds certifies by entering this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - B. The prospective recipient of funds agrees by entering this Agreement, that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Federal department or agency with which this transaction originated.
 - C. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

- D. The prospective recipient shall provide immediate written notice to County if at any time prospective recipient learns that its certification in paragraph 28, of this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The prospective recipient further agrees that by entering this Agreement, it will include a clause identical to paragraph 28 of this Agreement and titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- F. The certification in paragraph 28 of this Agreement is a material representation of fact upon which County placed reliance when this transaction was entered into.

29. COMPLIANCE WITH FALSE CLAIMS ACT

- 29.1 Consultant shall notify County immediately upon discovery of any employee of Consultant, any subcontractor, agent or other persons providing services, on behalf of Consultant who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Consultant, any subcontractor, agent or other persons providing services on behalf of Consultant, who is placed on the Medi-Cal Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at www.medi-cal.ca.gov.
- 29.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Consultant shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Consultant the policies and procedures related to the Federal and State False Claims Act. Consultant agrees that it has received a copy of the False Health Care Claims Policy approved by the Stanislaus County Board of Supervisors on May 8, 2007 and that it and its employees, subcontractors, agents and other persons providing services on behalf of Consultant will adhere to these policies and procedures.

30. MISCELLANEOUS REQUIREMENTS

- 30.1 During the period of this Agreement, Consultant agrees to:
 - A. Maintain a tobacco free environment on Consultant's property, including outside areas.
 - B. Refuse to accept any direct funds from tobacco industry sources, including event sponsorships and in-kind donations.
 - C. Provide information to its staff on smoking cessation and the dangers of secondhand smoke.
 - D. Provide healthy food and snack options when meals or foods are provided during the course of program operations.

30.2 Prior to publication or distribution, the Stanislaus County Children and Families Commission's Executive Director shall approve Consultant's deliverable or non-deliverable reports, publication, brochures, or other material to be distributed to the public, which are produced or funded by County funds. The County, through its Executive Director, reserves the right to direct policy of the County. Reports, publications, brochures, correspondence or other materials to be distributed to the public shall contain the following acknowledgement: "Funded by a grant from the Stanislaus County Children and Families Commission". Consultants are encouraged to include the Commission's logo in such published or distributed materials.

30.3 Consultant agrees to be bound by the provisions of the Policies and Procedures Manual adopted by the Stanislaus County Children and Families Commission on October 28, 2008 and as amended by the Commission in the future. A copy of the updated Manual can be viewed on the Commission's website: <http://www.stanprop10.org/pdf/CommissionPoliciesProcedures.pdf>

31. SUPPLANTATION OF FUNDS

Consistent with the intent of the California Children and Families Act of 1998, no monies from the Children and Families Commission shall be used to supplant federal, state, county or other monies available to the Consultant for any purpose. Activities funded through the Act of 1998, must be new activities or enhancements to existing

32. ENTIRE AGREEMENT

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 is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.



This Agreement has been signed by the parties or their duly authorized representatives to become effective as of the date referenced on the first page.

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

**APPROVED AS TO CONTENT:
COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY**

By: Christine C. Applegate
Christine C. Applegate

Title: Director

Dated: 6/25/09

CENTER FOR HUMAN SERVICES

By: Junda Kovacs

Title: Executive Director

Dated: 6/19/09

Tax Payer Identification Number:
94-1725620

CHILDREN AND FAMILIES COMMISSION

By: John Sims
John Sims

Title: Executive Director

Dated: 6/24/09

**COUNTY OF STANISLAUS
PURCHASING DEPARTMENT**

JUL 09 2009

By: Cheryl

Title: Purchasing Agent

Dated: _____

**APPROVED AS TO FORM:
COUNTY COUNSEL
JOHN P. DOERING**

By: John P. Doering

Title: Deputy County Counsel

Dated: 6/17/09

COUNTY OF STANISLAUS

Approved per BOS Item #: 2009-381

Dated: 6/19/09

**CENTER FOR HUMAN SERVICES
AGREEMENT TO PROVIDE
FAMILY RESOURCE CENTERS AND SERVICES
JULY 1, 2009 THROUGH JUNE 30, 2012**

I. SCOPE OF WORK

A. Consultant shall provide the following services at the Family Resource Center located at 1300 Patchett Drive, Newman, 301 Howard Road, Westley and 118 N. 2nd Street, Suite D, Patterson to residents of Stanislaus County as follows:

1. See EXHIBIT C, Stanislaus County Outcomes And Results Reporting Sheet (SCOARRS) for outline of services to be performed by Consultant, which is hereby incorporated by reference and made a part thereof.
2. Consultant shall actively recruit and engage community members and consumers of services as participants in planning and implementing this Agreement.
3. Maintain at least two (2) Family Resource Center locations in the zip code area that are more than one (1) linear mile apart.
4. Family Resource Center locations are expected to open at least four (4) hours per day five (5) days per week and closed no more than thirteen (13) days in a twelve (12) month period for traditional and legal holidays.

B. Outcomes

Consultant shall meet the following Outcomes during the term of this Agreement:

1. See EXHIBIT C, SCOARRS for outline of Planned Outcomes.
2. Consultant shall establish an Internal Monitoring Plan to monitor and meet the outcomes set forth in this Agreement.

II. COMPENSATION

Consultant shall be compensated for the services provided under this Agreement as follows:

A. Costs:

1. The maximum amount of this Agreement for the period July 1, 2009 through June 30, 2012 shall not exceed \$670,455. The maximum amount per fiscal year is as follows:

July 1, 2009 through June 30, 2010 shall not exceed \$223,485
July 1, 2010 through June 30, 2011 shall not exceed \$223,485
July 1, 2011 through June 30, 2012 shall not exceed \$223,485

2. This is a cost reimbursement Agreement. The costs attendant to the provision of service are described in EXHIBIT B which is hereby incorporated by reference and made a part hereof. Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, or as the budget is thereafter amended or obligated.
 3. Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, or as the budget is thereafter amended or obligated.
 4. Consultant shall provide a minimum of \$5,403 In-Kind contribution, as detailed in EXHIBIT B – Consultant’s Budget.
- B. Consultant shall make no charge to the recipient and shall collect no share of cost.
- C. This Agreement shall be effective July 1, 2009 through June 30, 2012.
- D. Consultant agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Consultant costs, both indirect and direct, relative to this Agreement.
- E. Costs must conform with Federal costs regulation: OMB Circular A-87, A Guide for State and Local Government Agencies, 48 CFR, Part 31, Subpart 31.2 (for profit agencies), and OMB Circular A-122 (for nonprofit agencies). All equipment purchased by Consultant must be depreciated in accordance with 45 CFR 95.705. 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 agreement/program. County reserves the right to physically reclaim any/all such property at the conclusion of the Agreement in accordance with 45 Code of Federal Regulations, Part 74, Administration of Grants.
- F. Any equipment, materials, supplies, or property of any kind purchased for or financed from funds provided under this Agreement, excepting any funds received for indirect expense pursuant to the budget document attached as EXHIBIT B, having useful life of three (3) years or greater, and a value in excess of One Thousand Dollars (\$1,000.00) shall be defined as an inventory item. All inventory items not fully consumed in the work described herein shall be the property of the County at the termination of this Agreement unless the County, at its sole discretion, makes an alternative disposition. Consultant shall annually prepare a written report of all inventory items and submit the report to the County. Consultant shall also file an inventory report with the County within ten (10) days after termination this Agreement. Final disposition of all inventory items shall be in accordance with written instructions from the County. Consultant is responsible for proper maintenance of inventory items and is responsible for all damage except for normal wear and tear.
- G. County shall not be required to purchase any definite amount of services nor does County guarantee to Consultant any minimum amount of funds or hours.

H. Billings:

1. Consultant shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for **July 2009 through April 2010 services. Billings for the service month of May and June 2010 are as follows:**

**May 2010 is due June 10, 2010
June 2010 is due July 8, 2010**

2. Consultant shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for **July 2010 through April 2011 services. Billings for the service month of May and June 2011 are as follows:**

**May 2011 is due June 9, 2011
June 2011 is due July 7, 2011**

3. Consultant shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for **July 2011 through April 2012 services. Billings for the service month of May and June 2012 are as follows:**

**May 2012 is due June 7, 2012
June 2012 is due July 5, 2012**

Billing requirements are subject to change and the Consultant will be notified in writing.

4. Billings will be submitted to:

Stanislaus County Children and Families Commission
930 15th Street
Modesto, CA 95354-1115
(209) 558-6218

5. Supporting documentation shall accompany each invoice: copies of employee time studies/time cards documenting actual time dedicated to these Agreement services, supporting payroll and fringe benefit journals, copies receipts/invoices of all Consultant operational costs billed to this Agreement. In addition, Consultant will submit a monthly report, in a County specified format, indicating client populations, client's age and services rendered.

I. Payments:

1. If the conditions set forth in this Agreement are met County shall pay, on or before the thirtieth (30th) day of each month following the month of billing, the sum of money claimed by the approved billings, (less any credit due County for adjustments of prior billing.) If the conditions are not met, County shall pay when the necessary processing is completed.
2. County will not pay for unauthorized services rendered by Consultant nor for the claimed services which County monitoring shows have not been provided as authorized.

3. Payment for travel must be in accordance with County Travel Policy located at <http://www.co.stanislaus.ca.us/BOS/Agenda/2004/20040615/B10.pdf>
4. County retains the right to withhold payment on disputed claims.
5. Final payment under Agreement may be held until a termination audit is completed or until receipt of Consultant's annual narrative report. Final payment may be adjusted if Contractor has not met their annual In-Kind Match.

III. REPORTING:

In addition to monthly invoice Consultant, shall submit reports or other data as required by County including, but not limited to:

A. MONTHLY

1. Monthly Program Statistical Report– Consultant will submit the Program Statistical Report, as specified in EXHIBIT E, which is incorporated by this reference, is due by the 30th day of the following month via email to CSAReport@stancounty.com.
2. Differential Response Client Data Sheet (DR Client Data Sheet) – Consultant shall submit a DR Client Data Sheet as specified in EXHIBIT F, with is incorporated by this reference, is due within twenty (20) days following the end of the service month via email to DR Client Data@stancounty.com.

B. QUARTERLY

1. SCOARRS – Consultant will submit the SCOARRS, EXHIBIT C, by the last business day of the following month. Receipt of the report is required in order to make payment to vendor. The County will provide the Consultant with the forms via e-mail and/or hard copy.
2. Proposition 10 Evaluation Data System (PEDS) data entry is due by the business day of the following month.

C. Annual Reporting – Due within 30 days of the end of the Program/Agreement Year as follows:

1. Program Narrative/Annual Report - Consultant shall submit to Commission Program Evaluator and Program Monitor an annual report in the format provided by the County by August 2010, 2011, and 2012 (deadline to be provided).
2. Annual SCOARRS – Consultant shall submit an annual SCOARRS which will include year to date outcomes for the annual period.

D. Customer Satisfaction Survey

1. Consultant shall develop and conduct a customer satisfaction survey during the second and fourth quarters of the Fiscal Year. Consultant will compile and report survey results by the last business day of the following month after Quarter 2 and Quarter 4.

2. Consultant will develop and conduct an employee satisfaction survey annually. Survey results are to be reported in the program's annual report described in Section D1.

- E. Consultant shall submit all reporting via email to the following (except DR Case Counts and Monthly Statistical Reporting):

CSAReport@stancounty.com

Kirsten Jasek-Rysdahl, Program Evaluator-rysdahlk@stancounty.com

Dan Rosas, Program Monitor/Public Relations Specialist -rosasd@stancounty.com

- F. County will notify Consultant of any form and/or submittal procedure changes.

IV. EVALUATION AND MONITORING:

- A. Consultant shall collect data/information to report in annual report in the following areas:

1. Leveraging
2. Linkages/collaboration
3. Best practices/evidence-based practices
4. Cultural proficiency
5. Community feedback
6. Evaluation capacity
7. Response to prior evaluation recommendations
8. Agreement compliance issues
9. Financial management
10. Outcomes/results

- B. Consultant shall participate in site visits with County representative twice yearly. Consultant shall also meet periodically with a County representative upon the reasonable request of the County to discuss, review, and evaluate program activities.

- C. At County's option, Consultant may be required to file regular and/or special reports to document performance under this Agreement.

- D. Consultant agrees to provide the necessary documentation to verify performance under this Agreement.

- E. Consultant shall have a representative attend all Commission's Quarterly Contractor Meetings.

- F. Consultant shall participate in an activity and/or assessment regarding collaboration efforts and outcomes.

- G. Consultant shall develop a sustainability plan and submit the plan to the County on or before Friday, October 30, 2009.

**CENTER FOR HUMAN SERVICES
 AGREEMENT TO PROVIDE
 FAMILY RESOURCE CENTERS AND SERVICES
 JULY 1, 2009 THROUGH JUNE 30, 2012**

<u>BUDGET CATEGORY</u>	<u>AGREEMENT FUNDS</u>	<u>IN-KIND</u>	<u>TOTAL</u>
1. Personnel Services			
a) Salaries	\$255,045	\$60,000	\$315,045
b) Fringe Benefits	\$ 51,009		\$ 51,009
Total Personnel	\$306,054	\$60,000	\$366,054
2. Operating Expenses	\$ 94,827	\$30,000	\$124,827
3. Other			
a) Contract Services	\$168,624		\$168,624
b) Special Activities	\$ 4,500		\$ 4,500
c) Client Supportive Services	\$ 9,000		\$ 9,000
4. Indirect	\$ 87,450		\$ 87,450
TOTAL:	\$670,455	\$90,000	\$760,455

**CENTER FOR HUMAN SERVICES
AGREEMENT BUDGET
FAMILY RESOURCE CENTERS AND SERVICES
JULY 1, 2009 THROUGH JUNE 30, 2010**

<u>BUDGET CATEGORY</u>	<u>AGREEMENT FUNDS</u>	<u>IN-KIND</u>	<u>TOTAL</u>
1. Personnel Services			
a) Salaries	\$ 85,015	\$20,000	\$105,015
b) Fringe Benefits	\$ 17,003		\$ 17,003
Total Personnel	\$102,018	\$20,000	\$122,018
2. Operating Expenses	\$ 31,609	\$10,000	\$ 41,609
3. Other			
a) Contract Services	\$ 56,208		\$ 56,208
b) Special Activities	\$ 1,500		\$ 1,500
c) Client Supportive Services	\$ 3,000		\$ 3,000
4. Indirect	\$ 29,150		\$ 29,150
TOTAL:	\$223,485	\$30,000	\$253,485

**CENTER FOR HUMAN SERVICES
AGREEMENT BUDGET
FAMILY RESOURCE CENTERS AND SERVICES
JULY 1, 2010 THROUGH JUNE 30, 2011**

<u>BUDGET CATEGORY</u>	<u>AGREEMENT FUNDS</u>	<u>IN-KIND</u>	<u>TOTAL</u>
1. Personnel Services			
a) Salaries	\$ 85,015	\$20,000	\$105,015
b) Fringe Benefits	\$ 17,003		\$ 17,003
Total Personnel	\$102,018	\$20,000	\$122,018
2. Operating Expenses	\$ 31,609	\$10,000	\$ 41,609
3. Other			
a) Contract Services	\$ 56,208		\$ 56,208
b) Special Activities	\$ 1,500		\$ 1,500
c) Client Supportive Services	\$ 3,000		\$ 3,000
4. Indirect	\$ 29,150		\$ 29,150
TOTAL:	\$223,485	\$30,000	\$253,485

**CENTER FOR HUMAN SERVICES
 AGREEMENT BUDGET
 FAMILY RESOURCE CENTERS AND SERVICES
 JULY 1, 2011 THROUGH JUNE 30, 2012**

<u>BUDGET CATEGORY</u>	<u>AGREEMENT FUNDS</u>	<u>IN-KIND</u>	<u>TOTAL</u>
1. Personnel Services			
a) Salaries	\$ 85,015	\$20,000	\$105,015
b) Fringe Benefits	\$ 17,003		\$ 17,003
Total Personnel	\$102,018	\$20,000	\$122,018
2. Operating Expenses	\$ 31,609	\$10,000	\$ 41,609
3. Other			
a) Contract Services	\$ 56,208		\$ 56,208
b) Special Activities	\$ 1,500		\$ 1,500
c) Client Supportive Services	\$ 3,000		\$ 3,000
4. Indirect	\$ 29,150		\$ 29,150
TOTAL:	\$223,485	\$30,000	\$253,485



Stanislaus County Outcomes And Results Reporting Sheet (SCOARRS)



Date:

Agency: Center for Human Services
Program Name: Westside FRC Services

Prepared by:
Phone Number:
Email:

Reporting for Quarter:

- 1st Quarter
- 2nd Quarter
- 3rd Quarter
- 4th Quarter

PLANNED OUTCOMES	STRATEGIES/MILESTONES	INDICATORS-CURRENT QUARTER (PROGRESS)	INDICATORS-CUMULATIVE (PROGRESS)	INDICATORS-CUMULATIVE CALCULATED	NARRATIVE (ONLY IF NEEDED & SPECIFIC TO THE INDICATOR)
1. Decreased occurrence and recurrence of child abuse and neglect through Family Support	1. FRC Staff will provide strength based assessments (SBA) to caregivers of referred DR children. 60 % of the referred DR children will have caregivers who receive a SBA.	a. <input type="text"/> # of referred DR children	a. <input type="text"/> # of referred DR children	$b / a = \text{ } \%$ of the referred DR children have caregivers who received a SBA	
		b. <input type="text"/> # of DR children whose caregivers are assessed (includes those who receive short-term or ongoing case management)	b. <input type="text"/> # of DR children whose caregivers are assessed (includes those who receive short-term or ongoing case management)		
	2. FRC Staff will provide referrals, resources, or support services to caregivers of referred DR children. 70% of the referred DR children will have caregivers who receive referrals, resources, or support services	c. <input type="text"/> # of DR children whose caregivers are provided referrals, resources, or support services (but are not assessed)	c. <input type="text"/> # of DR children whose caregivers are provided referrals, resources, or support services (but are not assessed)	$(c + b) / a = \text{ } \%$ of the referred DR children have caregivers who received referrals, resources, or support services	
3. FRC Staff will provide ongoing case management (3 months or more within the FY) to the caregivers of referred DR children. 40% of the referred DR children will have caregivers who receive ongoing case management.	d. <input type="text"/> # of DR children whose caregivers receive ongoing case management (assessed and 3 months of CM during this FY)	d. <input type="text"/> # of DR children whose caregivers receive ongoing case management (assessed and 3 months of CM during this FY)	$d / a = \text{ } \%$ of the referred DR children have caregivers who received ongoing case management	To be completed 4 th quarter	

4. FRC Staff will provide strength based assessments to the caregivers of children 0-5 (DR & non-DR).

60% of the children 0-5 will have caregivers who receive a SBA.

e. # of Non-DR children 0-5 (all non-DR children 0-5 receiving any Prop 10 services)

e. # of Non-DR children 0-5 (all non-DR children 0-5 receiving any Prop 10 services)

f. # of Non-DR children 0-5 whose caregivers are assessed

f. # of Non-DR children 0-5 whose caregivers are assessed

g. # of referred DR children 0-5

g. # of referred DR children 0-5

h. # of DR children 0-5 whose caregivers are assessed

h. # of DR children 0-5 whose caregivers are assessed

$$\frac{(f+h)}{(e+g)} = \text{input} \%$$

of the children 0-5 have caregivers who received a SBA

5. FRC Staff will provide referrals or resources to the caregivers of children 0-5 (DR & non-DR).

80% of the children 0-5 will have caregivers who receive referrals, resources, or support services.

i. # of Non-DR children 0-5 whose caregivers are provided referrals or resources (but are not assessed)

i. # of Non-DR children 0-5 whose caregivers are provided referrals or resources (but are not assessed)

j. # of DR children 0-5 whose caregivers are provided referrals or resources (but are not assessed)

j. # of DR children 0-5 whose caregivers are provided referrals or resources (but are not assessed)

$$(i+j) + \frac{(f+h)}{(e+g)} = \text{input} \%$$

of the children 0-5 have caregivers who received referrals or resources

6. FRC Staff will provide ongoing case management (3 months or more within the FY) to the caregivers of children 0-5 (DR & non-DR).

40% of the children 0-5 will have caregivers who receive ongoing case management.

k. # of Non-DR children 0-5 whose caregivers are provided ongoing case management (assessed and 3 months of CM during the FY)

k. # of Non-DR children 0-5 whose caregivers are provided ongoing case management (assessed and 3 months of CM during the FY)

l. # of DR children 0-5 whose caregivers are provided ongoing case management (assessed and 3 months of CM during the FY)

l. # of DR children 0-5 whose caregivers are provided ongoing case management (assessed and 3 months of CM during the FY)

$$\frac{(k+l)}{(e+g)} = \text{input} \%$$

of the children 0-5 have caregivers who received ongoing case management

To be completed 4th quarter

To be completed 4th quarter

2. Increased parenting knowledge, skills, and support	<p>1. FRC Staff will provide parenting education or support groups and measure the increase in knowledge/skills through a survey or pre/post test.</p> <p>60% of the children 0-5 have caregivers who attended parent ed or support groups and took pre/post tests or surveys</p> <p>75% of the children 0-5 will have caregivers who took a pre/post test or survey and indicated an increase in parenting knowledge or skills after attending parenting education or support groups.</p>	m. <input type="text"/> # of children 0-5 whose caregiver attended parent ed or support groups (assessed or not assessed)	m. <input type="text"/> # of children 0-5 whose caregiver attended parent ed or support groups (assessed or not assessed)	$n / m = \text{input} \%$ of children 0-5 whose caregiver attended parent ed or support groups and took pre/post tests or a survey	
		n. <input type="text"/> # of children 0-5 whose caregiver attended parent ed or support groups and took pre/post tests or a survey	n. <input type="text"/> # of children 0-5 whose caregiver attended parent ed or support groups and took pre/post tests or a survey		
		o. <input type="text"/> # of children 0-5 whose caregivers took a pre/post test or survey and indicated an increase in knowledge or skills	o. <input type="text"/> # of children 0-5 whose caregivers took a pre/post test or survey and indicated an increase in knowledge or skills	$o / n = \text{input} \%$ of children 0-5 whose caregivers took a pre/post test or survey and indicated an increase in parenting knowledge or skills after attending parenting education or support groups.	
		p. <input type="text"/> Total # of DR children whose caregivers attended parent ed or support groups (assessed or not assessed)	p. <input type="text"/> Total # of DR children whose caregivers attended parent ed or support groups (assessed or not assessed)		
3. Caregivers are identified and linked to mental health services	<p>1. FRC Staff will provide a valid depression screening to caregivers of children 0-5 (DR & Non-DR) who are given a SBA.</p> <p>60% of the children 0-5 who are assessed will have caregivers who received depression screenings.</p>	q. <input type="text"/> # of Non-DR children 0-5 whose caregivers were screened for depression	q. <input type="text"/> # of Non-DR children 0-5 whose caregivers were screened for depression	$(q + r) / (f + h) = \text{input} \%$ of the children 0-5 whose families were assessed have caregivers who received depression screenings.	
		r. <input type="text"/> # of DR children 0-5 whose caregivers were screened for depression	r. <input type="text"/> # of DR children 0-5 whose caregivers were screened for depression		
	<p>2. FRC staff will provide mental health referrals for caregivers of children 0-5 who scores 21 or above on the Burns depression screening (or who indicates a need for services).</p> <p>90% of the children whose caregivers indicate a need will receive a referral.</p>	s. <input type="text"/> # of children 0-5 whose caregivers scored 21 or above (or \who indicated a need for services)	s. <input type="text"/> # of children 0-5 whose caregivers scored 21 or above (or \who indicated a need for services)	$t / s = \text{input} \%$ of the children 0-5 whose caregivers indicated a need, received a referral for mental health services	
		t. <input type="text"/> # of children 0-5 whose caregivers were referred for mental health services	t. <input type="text"/> # of children 0-5 whose caregivers were referred for mental health services		

4. Early identification of and referral for developmental delays and social-emotional problems of children 0-5	1. FRC Staff will provide children 0-5 whose caregiver are assessed with developmental screenings using the Ages & Stages Questionnaire (ASQ) 55% of the children 0-5 whose families are assessed will receive developmental screenings	u. <input type="text"/> # of Non-DR children 0-5 whose families were assessed and received a developmental screening	u. <input type="text"/> # of Non-DR children 0-5 whose families were assessed and received a developmental screening	$(u + v) / (f + h) = \text{input} \%$ of the children 0-5 whose families were assessed received developmental screenings	
		v. <input type="text"/> # of DR children 0-5 whose families were assessed and received a developmental screening	v. <input type="text"/> # of DR children 0-5 whose families were assessed and received a developmental screening		
	2. FRC Staff will provide referrals for children 0-5 who fall below the indicator line in any of the developmental areas of the ASQ. 90% of the children who indicate this need will be referred.	w. <input type="text"/> # of children 0-5 who scored below the indicator line in a developmental area of the ASQ	w. <input type="text"/> # of children 0-5 who scored below the indicator line in a developmental area of the ASQ	$x / w = \text{input} \%$ of the children 0-5 who indicated a need, were referred for further developmental assessment	
		x. <input type="text"/> # of children 0-5 who were referred as a result of scoring below the indicator line in a result area	x. <input type="text"/> # of children 0-5 who were referred as a result of scoring below the indicator line in a result area		
5. Families understand the importance of participating in their children's development and education	1. FRC Staff will disseminate SR information to children 0-5 and their caregivers. Caregivers will indicate understanding the importance of their participation as evidenced by a survey. 80% of children 0-5 served will have caregivers who indicate an understanding of the importance of caregiver education participation.	y. <input type="text"/> # of children 0-5 whose caregivers received school readiness information	y. <input type="text"/> # of children 0-5 whose caregivers received school readiness information	$z / y = \text{input} \%$ of the children 0-5 whose families received school readiness information have caregivers who understand the importance of participating in their children's education	
		z. <input type="text"/> # of children 0-5 whose caregivers indicated an understanding of the importance of caregiver education participation	z. <input type="text"/> # of children 0-5 whose caregivers indicated an understanding of the importance of caregiver education participation		

6. Children 0-5 have health insurance and a health care provider

1. FRC Staff will assist families in obtaining health insurance, and with the enrollment of children 0-5 into a health insurance program within 90 days of intake.

85% of the children 0-5 who did not have health insurance when entering the program received assistance in obtaining health insurance

80% of the assessed children 0-5 who did not have health insurance will be enrolled in a health insurance program within 90 days of intake.

aa. # of children 0-5 without health insurance at time of intake

bb. # of children 0-5 who did not have health insurance at intake and have completed an application for health insurance

cc. # of children 0-5 without health insurance whose caregiver received a SBA

dd. # of assessed children 0-5 without health insurance are enrolled in a health insurance program within 90 days

aa. # of children 0-5 without health insurance at time of intake

bb. # of children 0-5 who did not have health insurance at intake and have completed an application for health insurance

cc. # of children 0-5 without health insurance whose caregiver received a SBA

dd. # of assessed children 0-5 without health insurance are enrolled in a health insurance program within 90 days

bb / aa = % of the children 0-5 who did not have health insurance when entering the program received assistance in obtaining health insurance

dd / cc = % of the assessed children 0-5 who did not have health insurance enrolled in a health insurance program within 90 days

More Information

Additional Supporting Narrative (Only if Needed):

General Feedback, Comments or Suggestions (Only if Needed):

Resources (Staff, Funding, Materials, etc.):

Resource Changes (Only if Needed):

Activities & Services:

Activities & Services Changes (Only if Needed):

**MEDI-CAL DATA PRIVACY AND SECURITY
AGREEMENT BETWEEN
The California Department of Health Care Services
and the County of Stanislaus, Community Services Agency.**

PREAMBLE

The California Department of Health Care Services (DHCS) and the County of Stanislaus, Community Services Agency enter into this Medi-Cal Data Privacy and Security Agreement ("Agreement") in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII).

DHCS receives federal funding to administer the Medi-Cal program. DHCS provides funding to the County Department in exchange for the County Department's assistance in administering the Medi-Cal program.

This Agreement covers the County of Stanislaus, Community Services Agency workers that assist in the administration of the Medi-Cal program; and access, use, or disclose Medi-Cal PII. For the purpose of this Agreement, the following terms mean:

1. "Assist in the Administration of the Medi-Cal Program" is performing an administrative function on behalf of Medi-Cal, such as determining eligibility or case managing IHSS (In-Home Supportive Services) clients; and
2. "Medi-Cal PII" is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining Medi-Cal eligibility or conducting IHSS operations, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.

AGREEMENTS

NOW THEREFORE, DHCS and the County Department mutually agree as follows:

I. PRIVACY AND CONFIDENTIALITY

- A. County Department workers covered by this Agreement ("County Workers") may use or disclose Medi-Cal PII only to perform functions, activities or services directly related to the administration of the Medi-Cal program in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq, or as required by law. For example, County Workers performing eligibility determinations may generally only use or disclose Medi-Cal PII to

determine eligibility for individuals applying for Medi-Cal. County Workers assisting in the administration of In-Home Supportive Services (IHSS) program may generally use or disclose Medi-Cal PII only to perform administrative functions essential to the operation of the IHSS program. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. No County Worker shall duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Agreement.

- B. Access to Medi-Cal PII shall be restricted to only County Workers who need the Medi-Cal PII to perform their official duties in connection with the administration of the Medi-Cal program.
- C. County Workers who access, disclose or use Medi-Cal PII in a manner of for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

II. EMPLOYEE TRAINING AND DISCIPLINE

The County Department agrees to advise County Workers who have access to Medi-Cal PII of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the County Department shall:

- A. Train and use reasonable measures to ensure compliance with the requirements of this Agreement by County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII; and take corrective action against such County Workers who intentionally violate any provisions of this Agreement, up to and including by termination of employment. In complying with this requirement, the County Department agrees to:
 - 1. Provide privacy and security awareness training to each new County Worker within 30 days of employment and thereafter provide ongoing reminders of the privacy and security safeguards in this Agreement to all County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII.
 - 2. Maintain records indicating each County Worker's name and the date on which the initial privacy and security awareness training was completed.
 - 3. Retain training records for inspection for a period of three years after completion of the training.

III. MANAGEMENT OVERSIGHT AND MONITORING

The County Department agrees to:

- A. Establish and maintain ongoing management oversight and quality assurance for monitoring workforce compliance with the privacy and security safeguards in this Agreement when using or disclosing Medi-Cal PII.
- B. Ensure that ongoing management oversight includes periodic self-assessments and randomly sampling work activity by County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. DHCS shall provide the County Department with information on MEDS usage indicating any anomalies for investigation and follow-up.
- C. Ensure that these management oversight and monitoring activities are performed by County Workers whose job functions are separate from those who use or disclose Medi-Cal PII as part of their routine duties.

IV. CONFIDENTIALITY STATEMENT

The County Department agrees to ensure that all County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII sign a confidentiality statement. The statement shall include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement shall be signed by the County Worker prior to access to Medi-Cal PII.

V. PHYSICAL SECURITY

The County Department shall ensure that Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. The County Department agrees to safeguard Medi-Cal PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of County Department facilities where County Workers assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. The County Department shall ensure that these secure areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or access authorization; and access to premises is by official identification.
- B. Ensure that there are security guards or a monitored alarm system with or without security cameras 24 hours a day, 7 days a week at County Department facilities and leased facilities where a large volume of Medi-Cal PII is stored.
- C. Issue County Workers who assist in the administration of the Medi-Cal program identification badges and require County Workers to wear these badges at County Department facilities where Medi-Cal PII is stored or used.
- D. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices in facilities which are multi-use,

meaning that there are County Department and non-County Department functions in one building in work areas that are not securely segregated from each other. The County Department shall have policies which indicate that County Workers are not to leave records with Medi-Cal PII unattended at any time in vehicles or airplanes and not to check such records in baggage on commercial airplanes.

- E. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing Medi-Cal PII.

VI. COMPUTER SECURITY SAFEGUARDS

The County Department agrees to comply with the general computer security safeguards, system security controls, and audit controls in this section.

General Computer Security Safeguards

In order to comply with the following general computer security safeguards, the County Department agrees to:

- A. Encrypt portable computer devices, such as laptops and notebook computers that process and/or store Medi-Cal PII, with a solution using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution. One source of recommended solutions is specified on the California Strategic Sourced Initiative (CSSI) located at the following link: www.pd.dgs.ca.gov/masters/EncryptionSoftware.html. The County Department shall use an encryption solution that is full-disk unless otherwise approved by DHCS.
- B. Encrypt workstations where Medi-Cal PII is stored using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- C. Ensure that only the minimum necessary amount of Medi-Cal PII is downloaded to a laptop or hard drive when absolutely necessary for current business purposes.
- D. Encrypt all electronic files that contain Medi-Cal PII when the file is stored on any removable media type device (i.e. USB thumb drives, floppies, CD/DVD, etc.) using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- E. Ensure that all emails sent outside the County Department's e-mail environment that include Medi-Cal PII are sent via an encrypted method using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- F. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have a commercial third-party anti-virus software solution and are updated when a new anti-virus definition/software release is available.

- G. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have current security patches applied and up-to-date.
- H. Ensure that all Medi-Cal PII is wiped from systems when the data is no longer legally required. The County Department shall ensure that the wipe method conforms to Department of Defense standards for data destruction.
- I. Ensure that any remote access to Medi-Cal PII is established over an encrypted session protocol using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI. The County Department shall ensure that all remote access is limited to minimum necessary and least privilege principles.

System Security Controls

In order to comply with the following system security controls, the County Department agrees to:

- J. Ensure that all County Department systems containing Medi-Cal PII provide an automatic timeout after no more than 20 minutes of inactivity.
- K. Ensure that all County Department systems containing Medi-Cal PII display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User shall be directed to log off the system if they do not agree with these requirements.
- L. Ensure that all County Department systems containing Medi-Cal PII log successes and failures of user authentication and authorizations granted. The system shall log all data changes and system accesses conducted by all users (including all levels of users, system administrators, developers, and auditors). The system shall have the capability to record data access for specified users when requested by authorized management personnel. A log of all system changes shall be maintained and be available for review by authorized management personnel.
- M. Ensure that all County Department systems containing Medi-Cal PII use role based access controls for all user authentication, enforcing the principle of least privilege.
- N. Ensure that all County Department data transmissions over networks outside of the County's control are encrypted end-to-end using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI, when transmitting Medi-Cal PII. The County Department shall encrypt Medi-Cal PII at the minimum of 128 bit AES or 3DES (Triple DES) if AES is unavailable.

- O. Ensure that all County Department systems that are accessible via the Internet or store Medi-Cal PII actively use either a comprehensive third-party real-time host based intrusion detection and prevention program or be protected at the perimeter by a network based IDS/IPS solution.

Audit Controls

In order to comply with the following audit controls, the County Department agrees to:

- P. Ensure that all County Department systems processing and/or storing Medi-Cal PII have at least an annual system security review. The County Department review shall include administrative and technical vulnerability assessments.
- Q. Ensure that all County Department systems processing and/or storing Medi-Cal PII have an automated audit trail, which includes the initiator of the request, along with a time and date stamp for each access. These logs shall be read-only and maintained for a period of at least three (3) years. There shall be a routine procedure in place to review system logs for unauthorized access. The County Department shall investigate anomalies identified by interviewing County Workers and witnesses and taking corrective action, including by disciplining County Workers, when necessary.
- R. Maintain an automated audit trail record identifying either the individual worker or the system process that initiated a request for information from the Social Security Administration (SSA) for its systems, such as IEVS. Individual audit trail records shall contain the data needed to associate each query transaction to its initiator and relevant business purpose (that is, the client record for which SSA data was accessed) and each transaction shall be time and date stamped. Access to the audit file shall be restricted to authorized users with a need to know and the audit file data shall be unalterable (read only) and maintained for a minimum of three years.
- S. Investigate anomalies in MEDS usage identified by DHCS and report conclusions of such investigations and remediation to DHCS.
- T. Exercise management control and oversight, in conjunction with DHCS, of the function of authorizing individual user access to SSA data and MEDS and over the process of issuing and maintaining access control numbers and passwords.
- U. Ensure that all County Department systems processing and/or storing Medi-Cal PII have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

VII. PAPER DOCUMENT CONTROLS

In order to comply with the following paper document controls, the County Department agrees to:

- A. Dispose of Medi-Cal PII in paper form through confidential means, such as cross cut shredding and pulverizing.
- B. Not remove Medi-Cal PII from the premises of the County Department except for identified routine business purposes or with express written permission of DHCS.
- C. Not leave faxes containing Medi-Cal PII unattended and keep fax machines in secure areas. The County Department shall ensure that faxes contain a confidentiality statement notifying persons receiving faxes in error to destroy them. County Workers shall verify fax numbers with the intended recipient before sending.
- D. Use a secure, bonded courier with signature of receipt when sending large volumes of Medi-Cal PII. The County Department shall ensure that disks and other transportable media sent through the mail are encrypted using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

VIII. NOTIFICATION AND INVESTIGATION OF BREACHES

The County Department agrees to:

- A. Notify DHCS immediately by telephone call or e-mail upon the discovery of a breach of security of Medi-Cal PII in computerized form if the PII was, or is reasonably believed to have been, acquired by an unauthorized person; or within 24 hours by telephone call or e-mail of discovery of any other suspected security incident, intrusion, loss or unauthorized use or disclosure of PII in violation of this Agreement or the law. The County Department shall submit the notification to the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PII, the County Department shall notify DHCS by calling the DHCS ITSD Help Desk.

<p>DHCS Privacy Officer Privacy Officer c/o: Office of Legal Services Department of Health Care Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413</p> <p>Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646</p>	<p>DHCS Information Security Officer Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413</p> <p>Email: iso@dhcs.ca.gov Telephone: ITSD Help Desk (916) 440-7000 (800) 579-0874</p>
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- B. Ensure that the initial notification includes contact and component information; a description of the breach or loss with scope, numbers of files or records, type of equipment or media, approximate time and location of breach or loss; description of how the data was physically stored, contained, or packaged (e.g. password protected, encrypted, locked briefcase, etc.); whether any individuals or external organizations have been contacted; and whether any other reports have been filed.
- C. Take prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment.
- D. Investigate the breach and produce a written breach report within ten working days of the incident, detailing what data elements were involved; a description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PII; a description of where PII is believed to have been improperly transmitted, sent, or used; a description of the probable causes of the breach; a detailed corrective action plan including measures that were taken to halt and/or contain the breach. The County Department shall submit the breach report to the DHCS Privacy Officer and Information Security Officer.
- E. Notify individuals of the breach or unauthorized use or disclosure of Medi-Cal PII maintained by the County Department when notification is required under state or federal law. The County Department shall obtain the approval of the DHCS Privacy Officer for the time, manner and content of any such required notifications. County Department shall be responsible for the cost of such notification to the extent that such breach or unauthorized use or disclosure is due to the negligence or intentional misconduct of County Department. To the extent such breach or unauthorized use or disclosure is due to the negligence or intentional misconduct of DHCS, DHCS shall be responsible for notifying individuals and the County Department shall not be responsible for any costs of notification. If there is any question as to whether DHCS or the County Department is responsible for the breach, DHCS shall issue the notice and DHCS and the County Department shall subsequently determine responsibility for purposes of allocating the costs of such notices.

IX. COMPLIANCE WITH SSA AGREEMENT

The County Department agrees to comply with substantive privacy and security requirements in the Agreement between the Social Security Administration and DHCS, known as the 1137 Agreement, which is appended to and hereby incorporated into this Agreement (Exhibit A). The specific sections of the 1137 Agreement which contain substantive privacy and security requirements which are to be complied with by County Department are as follows: XI. Procedures for Security; XII. Safeguarding and Reporting Responsibilities for Personally Identifiable Information (PII); XIII. Procedures for Records Usage, Duplication, and Redisclosure Restrictions; and Attachment C, Information System Security Guidelines for Federal, State and Local Agencies Receiving Electronic Information from the Social Security Administration. If there is any conflict between a privacy and security standard in these sections of the 1137 Agreement and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means that standard which provides the greatest protection to data.

X. COMPLIANCE BY COUNTY DEPARTMENT AGENTS

The County Department shall require that any agents, including subcontractors, which assist the County Department in its Medi-Cal functions and to which the County Department provides PII, agree to the same privacy and security safeguards as are contained in this Agreement; and to incorporate, when applicable, the relevant provisions of this Agreement into each subcontract or sub-award to such agents or subcontractors.

XI. ASSESSMENTS AND REVIEWS

In order to enforce this Agreement and ensure compliance with its provisions, the County Department agrees to allow DHCS to inspect the facilities, systems, books and records of the County Department, with reasonable notice from DHCS, in order to perform assessments and reviews. Such inspections shall be scheduled at times that take into account the operational and staffing demands of the county. The County Department agrees to promptly remedy any violation of any provision of this Agreement and certify the same to the DHCS Privacy Officer and Information Security Officer in writing, or to enter into a written corrective action plan with DHCS containing deadlines for achieving compliance with specific provisions of this Agreement.

XII. DEADLINE FOR SUBSTANTIAL COMPLIANCE

- A. The County Department shall be in substantial compliance with this Agreement by no later than July 1, 2010.
- B. If, at any time, the county is unable to meet the security and privacy requirements imposed in this Agreement in the manner specified therein due to a lack of funding;

DHCS will work with the county to develop a Corrective Action Plan which can be implemented within the resources provided by the state for this purpose and which is intended to substantially meet those security and privacy requirements even if such requirements are met utilizing alternative or different methods than those specified in this Agreement.

- C. DHCS shall monitor corrective action plans which County Department develops to remediate gaps in security compliance under this Agreement and reassess compliance.

XIII. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations by the County Department of the privacy or security of Medi-Cal PII, or federal or state laws or agreements concerning privacy or security of Medi-Cal PII, the County Department shall make all reasonable effort to make itself and any subcontractors, agents, and County Workers assisting in the administration of the Medi-Cal program and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses. DHCS shall also make all reasonable efforts to make itself and any subcontractors, agents, and employees available to County Department at no cost to County Department to testify as witnesses, in the event of litigation or administrative proceedings involving the County Department based upon claimed violations by DHCS of the privacy or security of Medi-Cal PII, or state or federal laws or agreements concerning privacy or security of Medi-Cal PII.

TYPE YOUR AGENCY NAME HERE MONTHLY OUTCOME REPORT
 OFFICE OF CHILD ABUSE PREVENTION SERVICE PROVISION REPORT
 MONTH ENDING: _____

FUNDING SOURCE: CAPIT CCF CBCAP PSSF

CUSTOMER CENTERED SERVICES*	NUMBER OF CUSTOMERS SERVED						
	CHILDREN				Adults (19 years - older)		FAMILIES
	Ages 0-5		Ages 6-18		without disabilities	with disabilities	
	without disabilities	with disabilities	without disabilities	with disabilities			
Family Resource Center							
Home Visitation							
Information & Referral							
Parent Education and Support							
Parenting Program (Classes)							
Totals	Children 0-5 w/o disabilities	Children 0-5 with disabilities	Children 6-18 w/o disabilities	Children 6-18 with disabilities	Adults w/o disabilities	Adults with disabilities	Families

AGENCY CENTERED ACTIVITIES	NUMBER OF PARTICIPANTS				
	Parents (Consumer of Services)	County Agency Staff	Private Nonprofit Staff	Child Abuse Council Staff	Other (Specify)
State of Regional Training					
Peer Review					
Evaluation / Research					
Other (Specify)					

FUNDING SOURCE:
 CAPIT - CHILD ABUSE PREVENTION, INTERVENTION AND TREATMENT
 CCF - COUNTY CHILDREN'S FUND
 CBCAP - COMMUNITY BASED CHILD ABUSE PREVENTION
 PSSF - PROMOTING SAFE AND STABLE FAMILIES

**COUNTY OF STANISLAUS
AGREEMENT TO PROVIDE
FAMILY RESOURCE CENTERS AND SERVICES
JULY 1, 2009 THROUGH JUNE 30, 2012**

BOARD OF SUPERVISORS
2009 OCT 22 A 8:24

This AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS (COMMUNITY SERVICES AGENCY) AND STANISLAUS COUNTY CHILDREN AND FAMILIES COMMISSION (jointly as "County") and **CENTER FOR HUMAN SERVICES** ("Consultant"), a California non-profit corporation, on July 1, 2009.

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.

INTRODUCTION

WHEREAS, County has the need for Family Resource Centers; and Consultant has agreed to provide those services;

WHEREAS, the Consultant 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 Consultant 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, which is attached hereto and, by this reference, made a part hereof.
- 1.2 All documents, drawings and written work product prepared or produced by the Consultant under this Agreement, including without limitation electronic data files, are the property of the Consultant; 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 Consultant may copyright the same, except that, as to any work which is copyrighted by the Consultant, 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 Consultant at the County's request under this Agreement will be performed in a timely manner in accordance with a Schedule of Work, which the parties hereto shall agree to. The Schedule of Work may be revised from time to time upon mutual written consent of the parties.

- 1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.
- 1.5 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant will be the agent of the Consultant not the County.

2. CONSIDERATION

- 2.1 The Consultant shall be compensated on a time and materials basis as provided in EXHIBIT A attached hereto.
- 2.2 Except as expressly provided in this Agreement, Consultant 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, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant 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 The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.
- 2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- 2.5 Payments of all services provided in accordance with the provisions of this Agreement 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 Consultant's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Consultant ceases to be licensed or otherwise authorized to do business in the State of California, and the Consultant 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 thirty (30) days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.
- 3.5 County shall notify Consultant 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 Agreement in the event corrections are not accomplished within thirty (30) days.
- 3.6 This Agreement 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, Consultant 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 Agreement, County may terminate the Agreement immediately:
 - A. Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services; or,
 - B. Upon loss of any license(s) required for lawful operation of Consultant'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 Consultant

3.8 This Agreement is funded from revenue derived from a tax placed on the sales of cigarettes. The County reasonably believes that such tax revenue will be available to fully fund this Agreement for its term. In the event, however, no funds or insufficient funds are available for payments as determined in the sole discretion of the County, the County will immediately notify Consultant of such occurrence and the Agreement may be terminated by County upon thirty (30) days notice. After this Agreement is terminated under these provisions, County shall have no obligation to make further payments and shall only be obligated for work already performed pursuant to this Agreement

3.9 Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

4. WORK SCHEDULE

Consultant is obligated to perform in a timely manner those services and work identified in EXHIBIT A. It is understood by Consultant that the performance of these services and work will require the Consultant 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 Consultant; 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 Consultant to provide the services and work described in EXHIBIT A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant 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 Consultant at no expense to the County.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant-not the County-has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

7. INSURANCE

7.1 Consultant 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 Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

7.1.2 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.

7.1.3 Automobile Liability Insurance. If the Consultant or the Consultant'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.

7.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this Agreement, the Consultant certifies under section 1861 of the Labor Code that the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant's defense and indemnification obligations as set forth in this Agreement.

7.3 The Consultant shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, 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 Consultant, including the insured's general supervision of the Consultant; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against

the County 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 Consultant.

- 7.4 The Consultant'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 Consultant's insurance and shall not contribute with Consultant'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 and employees.
- 7.6 The Consultant'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 Consultant 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 of no less than A-:VII; 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.
- 7.9 Consultant 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 Consultant begins performance of its obligations under this Agreement, Consultant 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 Consultant. 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 Consultant and Consultant's officers, employees, agents, representatives or subcontractors.
- 7.12 If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant agrees to maintain the required insurance coverage for a period of three (3) years after the expiration of this Agreement

(hereinafter "post agreement coverage") and any extensions thereof. Consultant may maintain the required post agreement coverage by renewal of purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

8. DEFENSE AND INDEMNIFICATION

- 8.1 To the fullest extent permitted by law, Consultant 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 Consultant or Consultant'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, Consultant'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 Consultant in contributing to such claim, damage, loss and expense.
- 8.2 Consultant'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 Consultant 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 Consultant 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 CONSULTANT

- 9.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, 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, Consultant 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 Consultant. It is understood by both Consultant 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 Consultant 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 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant 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 Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.
- 9.4 Consultant is permitted to provide services to others during the same period services are provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.
- 9.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. 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 Consultant.
- 9.6 It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, 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.
- 9.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.
- 9.8 As an independent contractor, Consultant 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 Consultant 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, provided that said writings are not deemed by Consultant to be confidential, attorney work product, or privileged, for the purposes of making audit, evaluation,

examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. 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 Consultant related to this Agreement as required by State law. An independent public accountant can be appointed by County.
- 10.5 Consultant 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 Consultant shall be responsible for the procurement and performance of a fiscal and compliance audit annually. Entities receiving in excess of \$500,000 in Federal funds must comply with the Single Audit Act of 1984, PL 98-502 and the Single Audit Amendments of 1996, P.L. 104-156. 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-133 as this applies to the auditing of states, local governments, institutions of higher education and non-profit.
- 10.8 The annual audit requirement is replaced with a biennial audit covering the most recent fiscal year if all of the following apply:
 - A. The total County Agreement expenditures, from all funding sources, during the fiscal year, are less than \$100,000
 - B. The Consultant is in compliance with all other Agreement requirements
 - C. An audit was performed on one of the preceding two years in accordance with Government Auditing Standards and a copy of the report and any management letter has been submitted to County
 1. The auditor's opinion on the financial statement and the schedule of federal awards (if applicable) were unqualified
 2. There were no deficiencies in internal control over financial reporting that were identified as material weaknesses under the requirements of Government Auditing Standards
 3. None of the state or federal programs had audit findings in the preceding year that were classified as:
 - a. Material weaknesses in the internal control over compliance
 - b. Noncompliance with the provisions of laws, regulations, contracts, or grant agreements that had a material effect on the program
 - c. Known or likely questioned costs

D. The audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.

10.9 Consultant 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.

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

10.11 Consultant 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 Consultant's fiscal year.

11. CONFIDENTIALITY

Consultant 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:

11.1 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.

11.2 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.

11.3 Consultant 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.

11.4 Consultant, as an agent of Stanislaus County, shall adhere to the privacy and security safeguards contained in EXHIBIT D called Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the County of Stanislaus, Community Services Agency.

12. NONDISCRIMINATION

12.1 During the performance of this Agreement, Consultant 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. Consultant 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. Consultant 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 Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

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

13. ASSIGNMENT

13.1 This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant 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 Consultant 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 Manager
P.O. Box 42
Modesto, CA 95353

To Consultant: Center for Human Services
Attention: Linda M. Kovacs, Executive Director
1700 McHenry Village Way, Suite #11
Modesto, CA 95350

16. CONFLICTS

Consultant 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. 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.

20. 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.

21. 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.

22. GENERAL ACCOUNTABILITY

22.1 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.

22.2 In the event of any State hearings, cash grant award or lawsuit award resulting from Consultant's failure to perform as required by this Agreement, Consultant shall make reimbursement to the damaged party.

22.3 Additional costs to County for maintaining any portion of the Agreement as a result of Consultant'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.

23. CODE OF ETHICS

Consultant shall uphold the following Code of Ethics:

- Professional Conduct: Employees of Consultant will abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Consultant will also abide by specific codes of ethics prescribed by the professional organizations that set standards for their profession.
- Quality of Service: Employees of Consultant 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 Consultant will conduct all activities with respect and courtesy for participants.
- Propriety: Employees of Consultant will not make use of their position or relationship with clients for personal gain.
- Positive Representation: Employees of Consultant will not behave in any manner that will bring discredit to his/her professional status and reputation or to the program.

24. STATE ENERGY CONSERVATION PLAN

Consultant 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).

25. 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 Agreement including those covered by copyright.

26. CONVICTION OF CRIME

- 26.1 Consultant 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 assigned to provide services under this Agreement, when such information becomes known to Consultant.
- 26.2 Consultant 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.

26.3 Consultant shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1 through 11165.6. Consultant 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.

27. MATCHING FUNDS

These funds are not available for matching unless certified by County.

28. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

28.1 County and Consultant recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this paragraph, Consultant will be referred to as the "prospective recipient".

28.2 This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

A. The prospective recipient of Federal assistance funds certifies by entering this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

B. The prospective recipient of funds agrees by entering this Agreement, that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Federal department or agency with which this transaction originated.

C. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

D. The prospective recipient shall provide immediate written notice to County if at any time prospective recipient learns that its certification in paragraph 28, of this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances.

E. The prospective recipient further agrees that by entering this Agreement, it will include a clause identical to paragraph 28 of this Agreement and titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

F. The certification in paragraph 28 of this Agreement is a material representation of fact upon which County placed reliance when this transaction was entered into.

29. COMPLIANCE WITH FALSE CLAIMS ACT

- 29.1 Consultant shall notify County immediately upon discovery of any employee of Consultant, any subcontractor, agent or other persons providing services, on behalf of Consultant who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Consultant, any subcontractor, agent or other persons providing services on behalf of Consultant, who is placed on the Medi-Cal Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at www.medi-cal.ca.gov.
- 29.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Consultant shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Consultant the policies and procedures related to the Federal and State False Claims Act. Consultant agrees that it has received a copy of the False Health Care Claims Policy approved by the Stanislaus County Board of Supervisors on May 8, 2007 and that it and its employees, subcontractors, agents and other persons providing services on behalf of Consultant will adhere to these policies and procedures.

30. MISCELLANEOUS REQUIREMENTS

- 30.1 During the period of this Agreement, Consultant agrees to:
- A. Maintain a tobacco free environment on Consultant's property, including outside areas.
 - B. Refuse to accept any direct funds from tobacco industry sources, including event sponsorships and in-kind donations.
 - C. Provide information to its staff on smoking cessation and the dangers of secondhand smoke.
 - D. Provide healthy food and snack options when meals or foods are provided during the course of program operations.
- 30.2 Prior to publication or distribution, the Stanislaus County Children and Families Commission's Executive Director shall approve Consultant's deliverable or non-deliverable reports, publication, brochures, or other material to be distributed to the public, which are produced or funded by County funds. The County, through its Executive Director, reserves the right to direct policy of the County. Reports, publications, brochures, correspondence or other materials to be distributed to the public shall contain the following acknowledgement: "Funded by a grant from the Stanislaus County Children and Families Commission". Consultants are encouraged to include the Commission's logo in such published or distributed materials.
- 30.3 Consultant agrees to be bound by the provisions of the Policies and Procedures Manual adopted by the Stanislaus County Children and Families Commission on October 28, 2008 and as amended by the Commission in the future. A copy of the updated Manual can be viewed on the Commission's website: <http://www.stanprop10.org/pdf/CommissionPoliciesProcedures.pdf>

This Agreement has been signed by the parties or their duly authorized representatives to become effective as of the date referenced on the first page.

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

**APPROVED AT TO CONTENT:
COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY**

CENTER FOR HUMAN SERVICES

By: Christine C. Applegate
Christine C. Applegate

By: Junda Kovacs

Title: Director

Title: Executive Director

Dated: 6/25/09

Dated: 6/19/09

Tax Payer Identification Number:
94-1725620

CHILDREN AND FAMILIES COMMISSION

**COUNTY OF STANISLAUS
PURCHASING DEPARTMENT**

JUL 09 2009

By: John Sims
John Sims

By: Clark E. Nelson

Title: Executive Director

Title: Purchasing Agent

Dated: 6/24/09

Dated: _____

**APPROVED AS TO FORM:
COUNTY COUNSEL
JOHN P. DOERING**

COUNTY OF STANISLAUS

By: Amber

Approved per BOS Item #: 2009-351

Title: Deputy County Counsel

Dated: 6/19/09

Dated: 6/17/09

**CENTER FOR HUMAN SERVICES
AGREEMENT TO PROVIDE
FAMILY RESOURCE CENTERS AND SERVICES
JULY 1, 2009 THROUGH JUNE 30, 2012**

I. SCOPE OF WORK

- A. Consultant shall provide the following services at the Family Resource Center located at 1405 West F Street, Suite A, Oakdale, CA to residents of Stanislaus County as follows:
1. See EXHIBIT C, Stanislaus County Outcomes And Results Reporting Sheet (SCOARRS) for outline of services to be performed by Consultant, which is hereby incorporated by reference and made a part thereof.
 2. Consultant shall actively recruit and engage community members and consumers of services as participants in planning and implementing this Agreement.
 3. Family Resource Center shall be open at least four (4) hours per day five (5) days per week and closed no more than 13 days in a twelve (12) month period for traditional and legal holidays
- B. Outcomes
- Consultant shall meet the following Outcomes during the term of this Agreement:
1. See EXHIBIT C, SCOARRS for outline of Planned Outcomes.
 2. Consultant shall establish an Internal Monitoring Plan to monitor and meet the outcomes set forth in this Agreement.

II. COMPENSATION

Consultant shall be compensated for the services provided under this Agreement as follows:

- A. Costs:
1. The maximum amount of this Agreement for the period July 1, 2009 through June 30, 2012 shall not exceed \$505,983. The maximum amount per fiscal year is as follows:

July 1, 2009 through June 30, 2010 shall not exceed \$168,661
July 1, 2010 through June 30, 2011 shall not exceed \$168,661
July 1, 2011 through June 30, 2012 shall not exceed \$168,661
 2. This is a cost reimbursement Agreement. The costs attendant to the provision of service are described in EXHIBIT B which is hereby incorporated by reference and made a part hereof. Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, or as the budget is thereafter amended or obligated.

3. Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, or as the budget is thereafter amended or obligated.
 4. Consultant shall provide a minimum of \$4,078 In-Kind contribution, as detailed in EXHIBIT B – Consultant's Budget.
- B. Consultant shall make no charge to the recipient and shall collect no share of cost.
- C. This Agreement shall be effective July 1, 2009 through June 30, 2012.
- D. Consultant agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Consultant costs, both indirect and direct, relative to this Agreement.
- E. Costs must conform with Federal costs regulation: OMB Circular A-87, A Guide for State and Local Government Agencies, 48 CFR, Part 31, Subpart 31.2 (for profit agencies), and OMB Circular A-122 (for nonprofit agencies). All equipment purchased by Consultant must be depreciated in accordance with 45 CFR 95.705. 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 agreement/program. County reserves the right to physically reclaim any/all such property at the conclusion of the Agreement in accordance with 45 Code of Federal Regulations, Part 74, Administration of Grants.
- F. Any equipment, materials, supplies, or property of any kind purchased for or financed from funds provided under this Agreement, excepting any funds received for indirect expense pursuant to the budget document attached as EXHIBIT B, having useful life of three (3) years or greater, and a value in excess of One Thousand Dollars (\$1,000.00) shall be defined as an inventory item. All inventory items not fully consumed in the work described herein shall be the property of the County at the termination of this Agreement unless the County, at its sole discretion, makes an alternative disposition. Consultant shall annually prepare a written report of all inventory items and submit the report to the County. Consultant shall also file an inventory report with the County within ten (10) days after termination this Agreement. Final disposition of all inventory items shall be in accordance with written instructions from the County. Consultant is responsible for proper maintenance of inventory items and is responsible for all damage except for normal wear and tear.
- G. County shall not be required to purchase any definite amount of services nor does County guarantee to Consultant any minimum amount of funds or hours.
- H. Billings:
1. Consultant shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for **July 2009 through April 2010 services. Billings for the service month of May and June 2010 are as follows:**

May 2010 is due June 10, 2010
June 2010 is due July 8, 2010

2. Consultant shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for **July 2010 through April 2011 services**. **Billings for the service month of May and June 2011 are as follows:**

May 2011 is due June 9, 2011

June 2011 is due July 7, 2011

3. Consultant shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for **July 2011 through April 2012 services**. **Billings for the service month of May and June 2012 are as follows:**

May 2012 is due June 7, 2012

June 2012 is due July 5, 2012

Billing requirements are subject to change and the Consultant will be notified in writing.

4. Billings will be submitted to:

Stanislaus County Children and Families Commission
Attention: Accounts Payable
930 15th Street
Modesto, CA 95354
(209) 558-4109

5. Supporting documentation shall accompany each invoice: copies of employee time studies/time cards documenting actual time dedicated to these Agreement services, supporting payroll and fringe benefit journals, copies receipts/invoices of all Consultant operational costs billed to this Agreement. In addition, Consultant will submit a monthly report, in a County specified format, indicating client populations, clients' age and services rendered.

I. **Payments:**

1. If the conditions set forth in this Agreement are met County shall pay, on or before the thirtieth (30th) day of each month following the month of billing, the sum of money claimed by the approved billings, (less any credit due County for adjustments of prior billing.) If the conditions are not met, County shall pay when the necessary processing is completed.
2. County will not pay for unauthorized services rendered by Consultant nor for the claimed services which County monitoring shows have not been provided as authorized.
3. Payment for travel must be in accordance with County Travel Policy located at <http://www.co.stanislaus.ca.us/BOS/Agenda/2004/20040615/B10.pdf>
4. County retains the right to withhold payment on disputed claims.
5. Final payment under Agreement may be held until a termination audit is completed or until receipt of Consultant's annual narrative report. Final payment may be adjusted if Contractor has not met their annual In-Kind Match.

III. REPORTING:

In addition to monthly invoice Consultant, shall submit reports or other data as required by County including, but not limited to:

A. MONTHLY

1. Monthly Program Statistical Reports – Consultant will submit the Program Statistical Report as specified in EXHIBIT E, which is incorporated by this reference, by the 30th day of the following month via email to CSAReport@stancounty.com.
2. Differential Response Client Data Sheet (DR Client Data Sheet) – Consultant shall submit a DR Client Data Sheet as specified in EXHIBIT F, which is incorporated by this reference, within twenty (20) days following the end of the service month via email to DR Client Data@stancounty.com.

B. QUARTERLY

1. SCOARRS – Consultant will submit the SCOARRS, EXHIBIT C, by the last business day of the following month. Receipt of the report is required in order to make payment to Consultant. The County will provide the Consultant with the forms via e-mail.
2. Proposition 10 Evaluation Data System (PEDS) data entry is due by the last business day of the following month.
3. Quarterly - Year to date In-Kind Report – A line item summary of actual expenditures and In-Kind Match.

C. Annual Reporting – Due within thirty (30) days of the end of the Program/Agreement Year as follows:

1. Program Narrative/Annual Report - Consultant shall submit to Commission Program Evaluator and Program Monitor an annual report in the format provided by the County by August 2010, 2011, and 2012 (deadline to be provided).
2. Annual SCOARRS – Consultant shall submit an annual SCOARRS which will include year to date outcomes for the annual period.

D. Customer Satisfaction Survey

1. Consultant shall develop and conduct a customer satisfaction survey during the second and fourth quarters of the Fiscal Year. Consultant will compile and report survey results by the last business day of the following month after Quarter 2 and Quarter 4.
2. Consultant will develop and conduct an employee satisfaction survey annually. Survey results are to be reported in the program's annual report described in Section D1.

- E. Consultant shall submit all reporting via email to the following (except DR Case Counts and Monthly Statistical Reporting):

CSAReport@stancounty.com

Kirsten Jasek-Rysdahl, Program Evaluator-rysdahlk@stancounty.com

Dan Rosas, Program Monitor/Public Relations Specialist -rosasd@stancounty.com

- F. County will notify Consultant of any form and/or submittal procedure changes.

IV. EVALUATION AND MONITORING:

- A. Consultant shall collect data/information to report in annual report in the following areas:
 - 1. Leveraging
 - 2. Linkages/collaboration
 - 3. Best practices/evidence-based practices
 - 4. Cultural proficiency
 - 5. Community feedback
 - 6. Evaluation capacity
 - 7. Response to prior evaluation recommendations
 - 8. Agreement compliance issues
 - 9. Financial management
 - 10. Outcomes/results
- B. Consultant shall participate in site visits with County representative twice yearly. Consultant shall also meet periodically with a County representative upon the reasonable request of the County to discuss, review, and evaluate program activities.
- C. At County's option, Consultant may be required to file regular and/or special reports to document performance under this Agreement.
- D. Consultant agrees to provide the necessary documentation to verify performance under this Agreement.
- E. Consultant shall have a representative attend all Commission's Quarterly Contractor Meetings.
- F. Consultant shall participate in an activity and/or assessment regarding collaboration efforts and outcomes.
- G. Consultant shall develop a sustainability plan and submit the plan to the County on or before Friday, October 30, 2009.

EXHIBIT B

**CENTER FOR HUMAN SERVICES
AGREEMENT TO PROVIDE
FAMILY RESOURCE CENTERS AND SERVICES
JULY 1, 2009 THROUGH JUNE 30, 2012**

<u>BUDGET CATEGORY</u>	<u>AGREEMENT FUNDS</u>	<u>IN-KIND</u>	<u>TOTAL</u>
1. Personnel Services			
a) Salaries	\$119,424		\$119,424
b) Fringe Benefits	\$ 23,883		\$ 23,883
Total Personnel	\$143,307		\$143,307
2. Operating Expenses	\$ 1,935	\$ 9,000	\$ 10,935
3. Other			
a) Contract Services	\$293,496		\$293,496
b) Client Supportive Services	\$ 1,500	\$ 3,000	\$ 4,500
4. Indirect	\$ 65,745		\$ 65,745
TOTAL:	\$505,983	\$12,000	\$517,983

**CENTER FOR HUMAN SERVICES
 AGREEMENT BUDGET
 FAMILY RESOURCE CENTERS AND SERVICES
 JULY 1, 2009 THROUGH JUNE 30, 2010**

<u>BUDGET CATEGORY</u>	<u>AGREEMENT FUNDS</u>	<u>IN-KIND</u>	<u>TOTAL</u>
1. Personnel Services			
a) Salaries	\$ 39,808		\$ 39,808
b) Fringe Benefits	\$ 7,961		\$ 7,961
Total Personnel	\$ 47,769		\$ 47,769
2. Operating Expenses	\$ 645	\$ 3,000	\$ 3,645
3. Other			
a) Contract Services	\$ 97,832		\$ 97,832
b) Client Supportive Services	\$ 500	\$ 1,000	\$ 1,500
4. Indirect	\$ 21,915		\$ 21,915
TOTAL:	\$168,661	\$ 4,000	\$172,661

EXHIBIT B

**CENTER FOR HUMAN SERVICES
AGREEMENT BUDGET
FAMILY RESOURCE CENTERS AND SERVICES
JULY 1, 2010 THROUGH JUNE 30, 2011**

<u>BUDGET CATEGORY</u>	<u>AGREEMENT FUNDS</u>	<u>IN-KIND</u>	<u>TOTAL</u>
1. Personnel Services			
a) Salaries	\$ 39,808		\$ 39,808
b) Fringe Benefits	\$ 7,961		\$ 7,961
Total Personnel	\$ 47,769		\$ 47,769
2. Operating Expenses	\$ 645	\$ 3,000	\$ 3,645
3. Other			
a) Contract Services	\$ 97,832		\$ 97,832
b) Client Supportive Services	\$ 500	\$ 1,000	\$ 1,500
4. Indirect	\$ 21,915		\$ 21,915
TOTAL:	\$168,661	\$ 4,000	\$172,661

EXHIBIT B

**CENTER FOR HUMAN SERVICES
AGREEMENT BUDGET
FAMILY RESOURCE CENTERS AND SERVICES
JULY 1, 2011 THROUGH JUNE 30, 2012**

<u>BUDGET CATEGORY</u>	<u>AGREEMENT FUNDS</u>	<u>IN-KIND</u>	<u>TOTAL</u>
1. Personnel Services			
a) Salaries	\$ 39,808		\$ 39,808
b) Fringe Benefits	\$ 7,961		\$ 7,961
Total Personnel	\$ 47,769		\$ 47,769
2. Operating Expenses	\$ 645	\$ 3,000	\$ 3,645
3. Other			
a) Contract Services	\$ 97,832		\$ 97,832
b) Client Supportive Services	\$ 500	\$ 1,000	\$ 1,500
4. Indirect	\$ 21,915		\$ 21,915
TOTAL:	\$168,661	\$ 4,000	\$172,661



Stanislaus County Outcomes And Results Reporting Sheet (SCOARRS)



Date: _____
 Agency: Center for Human Services
 Program Name: Oakdale/Riverbank FRC Services

Prepared by: _____
 Phone Number: _____
 Email: _____

Reporting for Quarter:

- 1st Quarter
- 2nd Quarter
- 3rd Quarter
- 4th Quarter

PLANNED OUTCOMES	STRATEGIES/MILESTONES	INDICATORS- CURRENT QUARTER (PROGRESS)	INDICATORS- CUMULATIVE (PROGRESS)	INDICATORS- CUMULATIVE CALCULATED	NARRATIVE (ONLY IF NEEDED & SPECIFIC TO THE INDICATOR)
1. Decreased occurrence and recurrence of child abuse and neglect through Family Support	1. FRC Staff will provide strength-based assessments (SBA) to caregivers of referred DR children. 60% of the referred DR children will have caregivers who receive a SBA.	a. <input type="text"/> # of referred DR children	a. <input type="text"/> # of referred DR children	$b / a = \text{ } \%$ of the referred DR children have caregivers who received a SBA	
	2. FRC Staff will provide referrals, resources, or support services to caregivers of referred DR children. 70% of the referred DR children will have caregivers who receive referrals, resources, or support services	b. <input type="text"/> # of DR children whose caregivers are assessed (includes those who receive short-term or ongoing case management)	b. <input type="text"/> # of DR children whose caregivers are assessed (includes those who receive short-term or ongoing case management)		$(c + b) / a = \text{ } \%$ of the referred DR children have caregivers who received referrals, resources, or support services
	3. FRC Staff will provide ongoing case management (3 months or more within the FY) to the caregivers of referred DR children. 40% of the referred DR children will have caregivers who receive ongoing case management.	c. <input type="text"/> # of DR children whose caregivers are provided referrals, resources, or support services (but are not assessed)	c. <input type="text"/> # of DR children whose caregivers are provided referrals, resources, or support services (but are not assessed)	$d / a = \text{ } \%$ of the referred DR children have caregivers who received ongoing case management	To be completed 4 th quarter

<p>4. FRC Staff will provide strength based assessments to the caregivers of children 0-5 (DR & non-DR).</p> <p>60% of the children 0-5 will have caregivers who receive a SBA.</p>	e. <input type="text"/> # of Non-DR children 0-5 (all non-DR children 0-5 receiving any Prop 10 services)	e. <input type="text"/> # of Non-DR children 0-5 (all non-DR children 0-5 receiving any Prop 10 services)	$\frac{(f + h)}{(e + g)} = \text{ } \%$ <p>of the children 0-5 have caregivers who received a SBA</p>	
	f. <input type="text"/> # of Non-DR children 0-5 whose caregivers are assessed	f. <input type="text"/> # of Non-DR children 0-5 whose caregivers are assessed		
	g. <input type="text"/> # of referred DR children 0-5	g. <input type="text"/> # of referred DR children 0-5		
	h. <input type="text"/> # of DR children 0-5 whose caregivers are assessed	h. <input type="text"/> # of DR children 0-5 whose caregivers are assessed		
<p>5. FRC Staff will provide referrals or resources to the caregivers of children 0-5 (DR & non-DR).</p> <p>80% of the children 0-5 will have caregivers who receive referrals, resources, or support services.</p>	i. <input type="text"/> # of Non-DR children 0-5 whose caregivers are provided referrals or resources (but are not assessed)	i. <input type="text"/> # of Non-DR children 0-5 whose caregivers are provided referrals or resources (but are not assessed)	$(i + j) + \frac{(f + h)}{(e + g)} = \text{ } \%$ <p>of the children 0-5 have caregivers who received referrals or resources</p>	
	j. <input type="text"/> # of DR children 0-5 whose caregivers are provided referrals or resources (but are not assessed)	j. <input type="text"/> # of DR children 0-5 whose caregivers are provided referrals or resources (but are not assessed)		
<p>6. FRC Staff will provide ongoing case management (3 months or more within the FY) to the caregivers of children 0-5 (DR & non-DR).</p> <p>40% of the children 0-5 will have caregivers who receive ongoing case management.</p>	k. <input type="text"/> # of Non-DR children 0-5 whose caregivers are provided ongoing case management (assessed and 3 months of CM during the FY)	k. <input type="text"/> # of Non-DR children 0-5 whose caregivers are provided ongoing case management (assessed and 3 months of CM during the FY)	$(k + l) / (e + g) = \text{ } \%$ <p>of the children 0-5 have caregivers who received ongoing case management</p>	To be completed 4 th quarter
	l. <input type="text"/> # of DR children 0-5 whose caregivers are provided ongoing case management (assessed and 3 months of CM during the FY)	l. <input type="text"/> # of DR children 0-5 whose caregivers are provided ongoing case management (assessed and 3 months of CM during the FY)		

2. Increased parenting knowledge, skills, and support	<p>1. FRC Staff will provide parenting education or support groups and measure the increase in knowledge/skills through a survey or pre/post test.</p> <p>60% of the children 0-5 have caregivers who attended parent ed or support groups and took pre/post tests or surveys</p> <p>75% of the children 0-5 will have caregivers who took a pre/post test or survey and indicated an increase in parenting knowledge or skills after attending parenting education or support groups.</p>	m. <input type="text"/> # of children 0-5 whose caregiver attended parent ed or support groups (assessed or not assessed)	m. <input type="text"/> # of children 0-5 whose caregiver attended parent ed or support groups (assessed or not assessed)	$n / m = \text{input} \%$ of children 0-5 whose caregiver attended parent ed or support groups and took pre/post tests or a survey	
		n. <input type="text"/> # of children 0-5 whose caregiver attended parent ed or support groups and took pre/post tests or a survey	n. <input type="text"/> # of children 0-5 whose caregiver attended parent ed or support groups and took pre/post tests or a survey		
		o. <input type="text"/> # of children 0-5 whose caregivers took a pre/post test or survey and indicated an increase in knowledge or skills	o. <input type="text"/> # of children 0-5 whose caregivers took a pre/post test or survey and indicated an increase in knowledge or skills	$o / n = \text{input} \%$ of children 0-5 whose caregivers took a pre/post test or survey and indicated an increase in parenting knowledge or skills after attending parenting education or support groups.	
		p. <input type="text"/> Total # of DR children whose caregivers attended parent ed or support groups (assessed or not assessed)	p. <input type="text"/> Total # of DR children whose caregivers attended parent ed or support groups (assessed or not assessed)		
3. Caregivers are identified and linked to mental health services	<p>1. FRC Staff will provide a valid depression screening to caregivers of children 0-5 (DR & Non-DR) who are given a SBA.</p> <p>60% of the children 0-5 who are assessed will have caregivers who received depression screenings.</p>	q. <input type="text"/> # of Non-DR children 0-5 whose caregivers were screened for depression	q. <input type="text"/> # of Non-DR children 0-5 whose caregivers were screened for depression	$(q + r) / (f + h) = \text{input} \%$ of the children 0-5 whose families were assessed have caregivers who received depression screenings.	
		r. <input type="text"/> # of DR children 0-5 whose caregivers were screened for depression	r. <input type="text"/> # of DR children 0-5 whose caregivers were screened for depression		
	<p>2. FRC staff will provide mental health referrals for caregivers of children 0-5 who scores 21 or above on the Burns depression screening (or who indicates a need for services).</p> <p>90% of the children whose caregivers indicate a need will receive a referral.</p>	s. <input type="text"/> # of children 0-5 whose caregivers scored 21 or above (or who indicated a need for services)	s. <input type="text"/> # of children 0-5 whose caregivers scored 21 or above (or who indicated a need for services)	$t / s = \text{input} \%$ of the children 0-5 whose caregivers indicated a need, received a referral for mental health services	
		t. <input type="text"/> # of children 0-5 whose caregivers were referred for mental health services	t. <input type="text"/> # of children 0-5 whose caregivers were referred for mental health services		

4. Early identification of and referral for developmental delays and social-emotional problems of children 0-5	1. FRC Staff will provide children 0-5 whose caregiver are assessed with developmental screenings using the Ages & Stages Questionnaire (ASQ) 55% of the children 0-5 whose families are assessed will receive developmental screenings	u. <input type="text"/> # of Non-DR children 0-5 whose families were assessed and received a developmental screening	u. <input type="text"/> # of Non-DR children 0-5 whose families were assessed and received a developmental screening	$(u + v) / (u + v) = \text{input} \%$ of the children 0-5 whose families were assessed received developmental screenings	
		v. <input type="text"/> # of DR children 0-5 whose families were assessed and received a developmental screening	v. <input type="text"/> # of DR children 0-5 whose families were assessed and received a developmental screening		
	2. FRC Staff will provide referrals for children 0-5 who fall below the indicator line in any of the developmental areas of the ASQ. 90% of the children who indicate this need will be referred.	w. <input type="text"/> # of children 0-5 who scored below the indicator line in a developmental area of the ASQ	w. <input type="text"/> # of children 0-5 who scored below the indicator line in a developmental area of the ASQ	x / w = <input type="text"/> % of the children 0-5 who indicated a need, were referred for further developmental assessment	
		x. <input type="text"/> # of children 0-5 who were referred as a result of scoring below the indicator line in a result area	x. <input type="text"/> # of children 0-5 who were referred as a result of scoring below the indicator line in a result area		
5. Families understand the importance of participating in their children's development and education	1. FRC Staff will disseminate SR information to children 0-5 and their caregivers. Caregivers will indicate understanding the importance of their participation as evidenced by a survey. 80% of children 0-5 served will have caregivers who indicate an understanding of the importance of caregiver education participation.	y. <input type="text"/> # of children 0-5 whose caregivers received school readiness information	y. <input type="text"/> # of children 0-5 whose caregivers received school readiness information	z / y = <input type="text"/> % of the children 0-5 whose families received school readiness information have caregivers who understand the importance of participating in their children's education	
		z. <input type="text"/> # of children 0-5 whose caregivers indicated an understanding of the importance of caregiver education participation	z. <input type="text"/> # of children 0-5 whose caregivers indicated an understanding of the importance of caregiver education participation		

6. Children 0-5 have health insurance and a health care provider	<p>1. FRC Staff will assist families in obtaining health insurance, and with the enrollment of children 0-5 into a health insurance program within 90 days of intake.</p> <p>85% of the children 0-5 who did not have health insurance when entering the program received assistance in obtaining health insurance</p> <p>80% of the assessed children 0-5 who did not have health insurance will be enrolled in a health insurance program within 90 days of intake.</p>	aa. <input type="text"/> # of children 0-5 without health insurance at time of intake	aa. <input type="text"/> # of children 0-5 without health insurance at time of intake	bb / aa = <input type="text"/> % of the children 0-5 who did not have health insurance when entering the program received assistance in obtaining health insurance	
		bb. <input type="text"/> # of children 0-5 who did not have health insurance at intake and have completed an application for health insurance	bb. <input type="text"/> # of children 0-5 who did not have health insurance at intake and have completed an application for health insurance		
		cc. <input type="text"/> # of children 0-5 without health insurance whose caregiver received a SBA	cc. <input type="text"/> # of children 0-5 without health insurance whose caregiver received a SBA	dd / cc = <input type="text"/> % of the assessed children 0-5 who did not have health insurance enrolled in a health insurance program within 90 days	
		dd. <input type="text"/> # of assessed children 0-5 without health insurance are enrolled in a health insurance program within 90 days	dd. <input type="text"/> # of assessed children 0-5 without health insurance are enrolled in a health insurance program within 90 days		

More Information

Additional Supporting Narrative (Only if Needed):

General Feedback, Comments or Suggestions (Only if Needed):

Resources (Staff, Funding, Materials, etc.):

Resource Changes (Only if Needed):

Activities & Services:

Activities & Services Changes (Only if Needed):

**MEDI-CAL DATA PRIVACY AND SECURITY
AGREEMENT BETWEEN
The California Department of Health Care Services
and the County of Stanislaus, Community Services Agency.**

PREAMBLE

The California Department of Health Care Services (DHCS) and the County of Stanislaus, Community Services Agency enter into this Medi-Cal Data Privacy and Security Agreement ("Agreement") in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII).

DHCS receives federal funding to administer the Medi-Cal program. DHCS provides funding to the County Department in exchange for the County Department's assistance in administering the Medi-Cal program.

This Agreement covers the County of Stanislaus, Community Services Agency workers that assist in the administration of the Medi-Cal program; and access, use, or disclose Medi-Cal PII. For the purpose of this Agreement, the following terms mean:

1. "Assist in the Administration of the Medi-Cal Program" is performing an administrative function on behalf of Medi-Cal, such as determining eligibility or case managing IHSS (In-Home Supportive Services) clients; and
2. "Medi-Cal PII" is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining Medi-Cal eligibility or conducting IHSS operations, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.

AGREEMENTS

NOW THEREFORE, DHCS and the County Department mutually agree as follows:

I. PRIVACY AND CONFIDENTIALITY

- A. County Department workers covered by this Agreement ("County Workers") may use or disclose Medi-Cal PII only to perform functions, activities or services directly related to the administration of the Medi-Cal program in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq, or as required by law. For example, County Workers performing eligibility determinations may generally only use or disclose Medi-Cal PII to

determine eligibility for individuals applying for Medi-Cal. County Workers assisting in the administration of In-Home Supportive Services (IHSS) program may generally use or disclose Medi-Cal PII only to perform administrative functions essential to the operation of the IHSS program. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. No County Worker shall duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Agreement.

- B. Access to Medi-Cal PII shall be restricted to only County Workers who need the Medi-Cal PII to perform their official duties in connection with the administration of the Medi-Cal program.
- C. County Workers who access, disclose or use Medi-Cal PII in a manner of for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statues.

II. EMPLOYEE TRAINING AND DISCIPLINE

The County Department agrees to advise County Workers who have access to Medi-Cal PII of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the County Department shall:

- A. Train and use reasonable measures to ensure compliance with the requirements of this Agreement by County Workers who assist in the administration of the Medi-Cal program and use of disclose Medi-Cal PII; and take corrective action against such County Workers who intentionally violate any provisions of this Agreement, up to and including by termination of employment. In complying with this requirement, the County Department agrees to:
 - 1. Provide privacy and security awareness training to each new County Worker within 30 days of employment and thereafter provide ongoing reminders of the privacy and security safeguards in this Agreement to all County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII.
 - 2. Maintain records indicating each County Worker's name and the date on which the initial privacy and security awareness training was completed.
 - 3. Retain training records for inspection for a period of three years after completion of the training.

III. MANAGEMENT OVERSIGHT AND MONITORING

The County Department agrees to:

- A. Establish and maintain ongoing management oversight and quality assurance for monitoring workforce compliance with the privacy and security safeguards in this Agreement when using or disclosing Medi-Cal PII.
- B. Ensure that ongoing management oversight includes periodic self-assessments and randomly sampling work activity by County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. DHCS shall provide the County Department with information on MEDS usage indicating any anomalies for investigation and follow-up.
- C. Ensure that these management oversight and monitoring activities are performed by County Workers whose job functions are separate from those who use or disclose Medi-Cal PII as part of their routine duties.

IV. CONFIDENTIALITY STATEMENT

The County Department agrees to ensure that all County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII sign a confidentiality statement. The statement shall include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement shall be signed by the County Worker prior to access to Medi-Cal PII.

V. PHYSICAL SECURITY

The County Department shall ensure that Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. The County Department agrees to safeguard Medi-Cal PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of County Department facilities where County Workers assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. The County Department shall ensure that these secure areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or access authorization; and access to premises is by official identification.
- B. Ensure that there are security guards or a monitored alarm system with or without security cameras 24 hours a day, 7 days a week at County Department facilities and leased facilities where a large volume of Medi-Cal PII is stored.
- C. Issue County Workers who assist in the administration of the Medi-Cal program identification badges and require County Workers to wear these badges at County Department facilities where Medi-Cal PII is stored or used.
- D. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices in facilities which are multi-use,

meaning that there are County Department and non-County Department functions in one building in work areas that are not securely segregated from each other. The County Department shall have policies which indicate that County Workers are not to leave records with Medi-Cal PII unattended at any time in vehicles or airplanes and not to check such records in baggage on commercial airplanes.

- E. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing Medi-Cal PII.

VI. COMPUTER SECURITY SAFEGUARDS

The County Department agrees to comply with the general computer security safeguards, system security controls, and audit controls in this section.

General Computer Security Safeguards

In order to comply with the following general computer security safeguards, the County Department agrees to:

- A. Encrypt portable computer devices, such as laptops and notebook computers that process and/or store Medi-Cal PII, with a solution using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution. One source of recommended solutions is specified on the California Strategic Sourced Initiative (CSSI) located at the following link: www.pd.dgs.ca.gov/masters/EncryptionSoftware.html. The County Department shall use an encryption solution that is full-disk unless otherwise approved by DHCS.
- B. Encrypt workstations where Medi-Cal PII is stored using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- C. Ensure that only the minimum necessary amount of Medi-Cal PII is downloaded to a laptop or hard drive when absolutely necessary for current business purposes.
- D. Encrypt all electronic files that contain Medi-Cal PII when the file is stored on any removable media type device (i.e. USB thumb drives, floppies, CD/DVD, etc.) using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- E. Ensure that all emails sent outside the County Department's e-mail environment that include Medi-Cal PII are sent via an encrypted method using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- F. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have a commercial third-party anti-virus software solution and are updated when a new anti-virus definition/software release is available.

- G. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have current security patches applied and up-to-date.
- H. Ensure that all Medi-Cal PII is wiped from systems when the data is no longer legally required. The County Department shall ensure that the wipe method conforms to Department of Defense standards for data destruction.
- I. Ensure that any remote access to Medi-Cal PII is established over an encrypted session protocol using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI. The County Department shall ensure that all remote access is limited to minimum necessary and least privilege principles.

System Security Controls

In order to comply with the following system security controls, the County Department agrees to:

- J. Ensure that all County Department systems containing Medi-Cal PII provide an automatic timeout after no more than 20 minutes of inactivity.
- K. Ensure that all County Department systems containing Medi-Cal PII display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User shall be directed to log off the system if they do not agree with these requirements.
- L. Ensure that all County Department systems containing Medi-Cal PII log successes and failures of user authentication and authorizations granted. The system shall log all data changes and system accesses conducted by all users (including all levels of users, system administrators, developers, and auditors). The system shall have the capability to record data access for specified users when requested by authorized management personnel. A log of all system changes shall be maintained and be available for review by authorized management personnel.
- M. Ensure that all County Department systems containing Medi-Cal PII use role based access controls for all user authentication, enforcing the principle of least privilege.
- N. Ensure that all County Department data transmissions over networks outside of the County's control are encrypted end-to-end using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI, when transmitting Medi-Cal PII. The County Department shall encrypt Medi-Cal PII at the minimum of 128 bit AES or 3DES (Triple DES) if AES is unavailable.

- O. Ensure that all County Department systems that are accessible via the Internet or store Medi-Cal PII actively use either a comprehensive third-party real-time host based intrusion detection and prevention program or be protected at the perimeter by a network based IDS/IPS solution.

Audit Controls

In order to comply with the following audit controls, the County Department agrees to:

- P. Ensure that all County Department systems processing and/or storing Medi-Cal PII have at least an annual system security review. The County Department review shall include administrative and technical vulnerability assessments.
- Q. Ensure that all County Department systems processing and/or storing Medi-Cal PII have an automated audit trail, which includes the initiator of the request, along with a time and date stamp for each access. These logs shall be read-only and maintained for a period of at least three (3) years. There shall be a routine procedure in place to review system logs for unauthorized access. The County Department shall investigate anomalies identified by interviewing County Workers and witnesses and taking corrective action, including by disciplining County Workers, when necessary.
- R. Maintain an automated audit trail record identifying either the individual worker or the system process that initiated a request for information from the Social Security Administration (SSA) for its systems, such as IEVS. Individual audit trail records shall contain the data needed to associate each query transaction to its initiator and relevant business purpose (that is, the client record for which SSA data was accessed) and each transaction shall be time and date stamped. Access to the audit file shall be restricted to authorized users with a need to know and the audit file data shall be unalterable (read only) and maintained for a minimum of three years.
- S. Investigate anomalies in MEDS usage identified by DHCS and report conclusions of such investigations and remediation to DHCS.
- T. Exercise management control and oversight, in conjunction with DHCS, of the function of authorizing individual user access to SSA data and MEDS and over the process of issuing and maintaining access control numbers and passwords.
- U. Ensure that all County Department systems processing and/or storing Medi-Cal PII have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

VII. PAPER DOCUMENT CONTROLS

In order to comply with the following paper document controls, the County Department agrees to:

- A. Dispose of Medi-Cal PII in paper form through confidential means, such as cross cut shredding and pulverizing.
- B. Not remove Medi-Cal PII from the premises of the County Department except for identified routine business purposes or with express written permission of DHCS.
- C. Not leave faxes containing Medi-Cal PII unattended and keep fax machines in secure areas. The County Department shall ensure that faxes contain a confidentiality statement notifying persons receiving faxes in error to destroy them. County Workers shall verify fax numbers with the intended recipient before sending.
- D. Use a secure, bonded courier with signature of receipt when sending large volumes of Medi-Cal PII. The County Department shall ensure that disks and other transportable media sent through the mail are encrypted using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

VIII. NOTIFICATION AND INVESTIGATION OF BREACHES

The County Department agrees to:

- A. Notify DHCS immediately by telephone call or e-mail upon the discovery of a breach of security of Medi-Cal PII in computerized form if the PII was, or is reasonably believed to have been, acquired by an unauthorized person; or within 24 hours by telephone call or e-mail of discovery of any other suspected security incident, intrusion, loss or unauthorized use or disclosure of PII in violation of this Agreement or the law. The County Department shall submit the notification to the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PII, the County Department shall notify DHCS by calling the DHCS ITSD Help Desk.

<p>DHCS Privacy Officer Privacy Officer c/o: Office of Legal Services Department of Health Care Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413</p> <p>Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646</p>	<p>DHCS Information Security Officer Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413</p> <p>Email: iso@dhcs.ca.gov Telephone: ITSD Help Desk (916) 440-7000 (800) 579-0874</p>
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- B. Ensure that the initial notification includes contact and component information; a description of the breach or loss with scope, numbers of files or records, type of equipment or media, approximate time and location of breach or loss; description of how the data was physically stored, contained, or packaged (e.g. password protected, encrypted, locked briefcase, etc.); whether any individuals or external organizations have been contacted; and whether any other reports have been filed.
- C. Take prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment.
- D. Investigate the breach and produce a written breach report within ten working days of the incident, detailing what data elements were involved; a description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PII; a description of where PII is believed to have been improperly transmitted, sent, or used; a description of the probable causes of the breach; a detailed corrective action plan including measures that were taken to halt and/or contain the breach. The County Department shall submit the breach report to the DHCS Privacy Officer and Information Security Officer.
- E. Notify individuals of the breach or unauthorized use or disclosure of Medi-Cal PII maintained by the County Department when notification is required under state or federal law. The County Department shall obtain the approval of the DHCS Privacy Officer for the time, manner and content of any such required notifications. County Department shall be responsible for the cost of such notification to the extent that such breach or unauthorized use or disclosure is due to the negligence or intentional misconduct of County Department. To the extent such breach or unauthorized use or disclosure is due to the negligence or intentional misconduct of DHCS, DHCS shall be responsible for notifying individuals and the County Department shall not be responsible for any costs of notification. If there is any question as to whether DHCS or the County Department is responsible for the breach, DHCS shall issue the notice and DHCS and the County Department shall subsequently determine responsibility for purposes of allocating the costs of such notices.

IX. COMPLIANCE WITH SSA AGREEMENT

The County Department agrees to comply with substantive privacy and security requirements in the Agreement between the Social Security Administration and DHCS, known as the 1137 Agreement, which is appended to and hereby incorporated into this Agreement (Exhibit A). The specific sections of the 1137 Agreement which contain substantive privacy and security requirements which are to be complied with by County Department are as follows: XI. Procedures for Security; XII. Safeguarding and Reporting Responsibilities for Personally Identifiable Information (PII); XIII. Procedures for Records Usage, Duplication, and Redisclosure Restrictions; and Attachment C, Information System Security Guidelines for Federal, State and Local Agencies Receiving Electronic Information from the Social Security Administration. If there is any conflict between a privacy and security standard in these sections of the 1137 Agreement and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means that standard which provides the greatest protection to data.

X. COMPLIANCE BY COUNTY DEPARTMENT AGENTS

The County Department shall require that any agents, including subcontractors, which assist the County Department in its Medi-Cal functions and to which the County Department provides PII, agree to the same privacy and security safeguards as are contained in this Agreement; and to incorporate, when applicable, the relevant provisions of this Agreement into each subcontract or sub-award to such agents or subcontractors.

XI. ASSESSMENTS AND REVIEWS

In order to enforce this Agreement and ensure compliance with its provisions, the County Department agrees to allow DHCS to inspect the facilities, systems, books and records of the County Department, with reasonable notice from DHCS, in order to perform assessments and reviews. Such inspections shall be scheduled at times that take into account the operational and staffing demands of the county. The County Department agrees to promptly remedy any violation of any provision of this Agreement and certify the same to the DHCS Privacy Officer and Information Security Officer in writing, or to enter into a written corrective action plan with DHCS containing deadlines for achieving compliance with specific provisions of this Agreement.

XII. DEADLINE FOR SUBSTANTIAL COMPLIANCE

- A. The County Department shall be in substantial compliance with this Agreement by no later than July 1, 2010.
- B. If, at any time, the county is unable to meet the security and privacy requirements imposed in this Agreement in the manner specified therein due to a lack of funding;

DHCS will work with the county to develop a Corrective Action Plan which can be implemented within the resources provided by the state for this purpose and which is intended to substantially meet those security and privacy requirements even if such requirements are met utilizing alternative or different methods than those specified in this Agreement.

- C. DHCS shall monitor corrective action plans which County Department develops to remediate gaps in security compliance under this Agreement and reassess compliance.

XIII. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations by the County Department of the privacy or security of Medi-Cal PII, or federal or state laws or agreements concerning privacy or security of Medi-Cal PII, the County Department shall make all reasonable effort to make itself and any subcontractors, agents, and County Workers assisting in the administration of the Medi-Cal program and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses. DHCS shall also make all reasonable efforts to make itself and any subcontractors, agents, and employees available to County Department at no cost to County Department to testify as witnesses, in the event of litigation or administrative proceedings involving the County Department based upon claimed violations by DHCS of the privacy or security of Medi-Cal PII, or state or federal laws or agreements concerning privacy or security of Medi-Cal PII.

TYPE YOUR AGENCY NAME HERE MONTHLY OUTCOME REPORT
 OFFICE OF CHILD ABUSE PREVENTION SERVICE PROVISION REPORT
 MONTH ENDING: _____
 FUNDING SOURCE: CAPIT CCF CBCAP PSSF

CUSTOMER CENTERED SERVICES*	NUMBER OF CUSTOMERS SERVED						
	CHILDREN				Adults (19 years - older)		FAMILIES
	Ages 0-5		Ages 6-18		without disabilities	with disabilities	
	without disabilities	with disabilities	without disabilities	with disabilities	without disabilities	with disabilities	
Family Resource Center							
Home Visitation							
Information & Referral							
Parent Education and Support							
Parenting Program (Classes)							
Totals	Children 0-5 w/o disabilities	Children 0-5 with disabilities	Children 6-18 w/o disabilities	Children 6-18 with disabilities	Adults w/o disabilities	Adults with disabilities	Families
AGENCY CENTERED ACTIVITIES	NUMBER OF PARTICIPANTS						
	Parents (Consumer of Services)	County Agency Staff	Private Nonprofit Staff	Child Abuse Council Staff	Other (Specify)		
State of Regional Training							
Peer Review							
Evaluation / Research							
Other (Specify)							

FUNDING SOURCE:

- CAPIT - CHILD ABUSE PREVENTION, INTERVENTION AND TREATMENT
- CCF - COUNTY CHILDREN'S FUND
- CBCAP - COMMUNITY BASED CHILD ABUSE PREVENTION
- PSSF - PROMOTING SAFE AND STABLE FAMILIES

**COUNTY OF STANISLAUS
AGREEMENT TO PROVIDE
FAMILY RESOURCE CENTERS AND SERVICES
JULY 1, 2009 THROUGH JUNE 30, 2012**

BOARD OF SUPERVISORS
2009 OCT 22 A 8:24

This AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS (COMMUNITY SERVICES AGENCY) AND STANISLAUS COUNTY CHILDREN AND FAMILIES COMMISSION (jointly as "County") and **CENTER FOR HUMAN SERVICES** ("Consultant"), a California non-profit corporation, on July 1, 2009.

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.

INTRODUCTION

WHEREAS, County has the need for Family Resource Centers; and Consultant has agreed to provide those services;

WHEREAS, the Consultant 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 Consultant 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, which is attached hereto and, by this reference, made a part hereof.
 - 1.2 All documents, drawings and written work product prepared or produced by the Consultant under this Agreement, including without limitation electronic data files, are the property of the Consultant; 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 Consultant may copyright the same, except that, as to any work which is copyrighted by the Consultant, 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 Consultant at the County's request under this Agreement will be performed in a timely manner in accordance with a Schedule of Work, which the parties hereto shall agree to. The Schedule of Work may be revised from time to time upon mutual written consent of the parties.

- 1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.
- 1.5 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant will be the agent of the Consultant not the County.

2. CONSIDERATION

- 2.1 The Consultant shall be compensated on a time and materials basis as provided in EXHIBIT A attached hereto.
- 2.2 Except as expressly provided in this Agreement, Consultant 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, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant 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 The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.
- 2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- 2.5 Payments of all services provided in accordance with the provisions of this Agreement 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 Consultant's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Consultant ceases to be licensed or otherwise authorized to do business in the State of California, and the Consultant 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 thirty (30) days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.
- 3.5 County shall notify Consultant 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 Agreement in the event corrections are not accomplished within thirty (30) days.
- 3.6 This Agreement 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, Consultant 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 Agreement, County may terminate the Agreement immediately:
- A. Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services; or,
 - B. Upon loss of any license(s) required for lawful operation of Consultant'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 Consultant

3.8 This Agreement is funded from revenue derived from a tax placed on the sales of cigarettes. The County reasonably believes that such tax revenue will be available to fully fund this Agreement for its term. In the event, however, no funds or insufficient funds are available for payments as determined in the sole discretion of the County, the County will immediately notify Consultant of such occurrence and the Agreement may be terminated by County upon thirty (30) days notice. After this Agreement is terminated under these provisions, County shall have no obligation to make further payments and shall only be obligated for work already performed pursuant to this Agreement

3.9 Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

4. WORK SCHEDULE

Consultant is obligated to perform in a timely manner those services and work identified in EXHIBIT A. It is understood by Consultant that the performance of these services and work will require the Consultant 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 Consultant; 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 Consultant to provide the services and work described in EXHIBIT A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant 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 Consultant at no expense to the County.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant-not the County-has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

7. INSURANCE

7.1 Consultant 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 Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

7.1.2 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.

7.1.3 Automobile Liability Insurance. If the Consultant or the Consultant'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.

7.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this Agreement, the Consultant certifies under section 1861 of the Labor Code that the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant's defense and indemnification obligations as set forth in this Agreement.

7.3 The Consultant shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, 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 Consultant, including the insured's general supervision of the Consultant; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned,

leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County 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 Consultant.

- 7.4 The Consultant'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 Consultant's insurance and shall not contribute with Consultant'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 and employees.
- 7.6 The Consultant'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 Consultant 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 of no less than A-VII; 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.
- 7.9 Consultant 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 Consultant begins performance of its obligations under this Agreement, Consultant 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 Consultant. 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 Consultant and Consultant's officers, employees, agents, representatives or subcontractors.

7.12 If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant agrees to maintain the required insurance coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. Consultant may maintain the required post agreement coverage by renewal of purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

8. DEFENSE AND INDEMNIFICATION

8.1 To the fullest extent permitted by law, Consultant 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 Consultant or Consultant'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, Consultant'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 Consultant in contributing to such claim, damage, loss and expense.

8.2 Consultant'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 Consultant 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 Consultant 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 CONSULTANT

9.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, 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, Consultant 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 Consultant. It is understood by both Consultant 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 Consultant 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 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant 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 Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.
- 9.4 Consultant is permitted to provide services to others during the same period services are provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.
- 9.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. 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 Consultant.
- 9.6 It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, 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.
- 9.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.
- 9.8 As an independent contractor, Consultant 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 Consultant 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, provided that said writings are not deemed by Consultant to be confidential, attorney work product, or privileged, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. 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 Consultant related to this Agreement as required by State law. An independent public accountant can be appointed by County.
- 10.5 Consultant 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 Consultant shall be responsible for the procurement and performance of a fiscal and compliance audit annually. Entities receiving in excess of \$500,000 in Federal funds must comply with the Single Audit Act of 1984, PL 98-502 and the Single Audit Amendments of 1996, P.L. 104-156. 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-133 as this applies to the auditing of states, local governments, institutions of higher education and non-profit.
- 10.8 The annual audit requirement is replaced with a biennial audit covering the most recent fiscal year if all of the following apply:
 - A. The total County Agreement expenditures, from all funding sources, during the fiscal year, are less than \$100,000
 - B. The Consultant is in compliance with all other Agreement requirements
 - C. An audit was performed on one of the preceding two years in accordance with Government Auditing Standards and a copy of the report and any management letter has been submitted to County
 1. The auditor's opinion on the financial statement and the schedule of federal awards (if applicable) were unqualified
 2. There were no deficiencies in internal control over financial reporting that were identified as material weaknesses under the requirements of Government Auditing Standards
 3. None of the state or federal programs had audit findings in the preceding year that were classified as:

- a. Material weaknesses in the internal control over compliance
- b. Noncompliance with the provisions of laws, regulations, contracts, or grant agreements that had a material effect on the program
- c. Known or likely questioned costs

D. The audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.

- 10.9 Consultant 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.
- 10.10 Expenses incurred by Consultant to provide for the performance of an audit to satisfy said requirements are an allowable Agreement cost. Consultant is responsible for ensuring that the appropriate portion of audit costs are included with its total executed Agreement funds.
- 10.11 Consultant 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 Consultant's fiscal year.

11. CONFIDENTIALITY

Consultant 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:

- 11.1 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.
- 11.2 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.
- 11.3 Consultant 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.
- 11.4 Consultant, as an agent of Stanislaus County, shall adhere to the privacy and security safeguards contained in EXHIBIT D called Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the County of Stanislaus, Community Services Agency.

12. NONDISCRIMINATION

- 12.1 During the performance of this Agreement, Consultant 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. Consultant 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. Consultant 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 Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

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

13. ASSIGNMENT

13.1 This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant 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 Consultant 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 Manager
P.O. Box 42
Modesto, CA 95353

To Consultant: Center for Human Services
Attention: Linda M. Kovacs, Executive Director
1700 McHenry Village Way, Suite #11
Modesto, CA 95350

16. CONFLICTS

Consultant 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. 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.

20. 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.

21. 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.

22. GENERAL ACCOUNTABILITY

- 22.1 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.
- 22.2 In the event of any State hearings, cash grant award or lawsuit award resulting from Consultant's failure to perform as required by this Agreement, Consultant shall make reimbursement to the damaged party.
- 22.3 Additional costs to County for maintaining any portion of the Agreement as a result of Consultant'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.

23. CODE OF ETHICS

Consultant shall uphold the following Code of Ethics:

- Professional Conduct: Employees of Consultant will abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Consultant will also abide by specific codes of ethics prescribed by the professional organizations that set standards for their profession.
- Quality of Service: Employees of Consultant 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 Consultant will conduct all activities with respect and courtesy for participants.
- Propriety: Employees of Consultant will not make use of their position or relationship with clients for personal gain.
- Positive Representation: Employees of Consultant will not behave in any manner that will bring discredit to his/her professional status and reputation or to the program.

24. STATE ENERGY CONSERVATION PLAN

Consultant 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).

25. 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 Agreement including those covered by copyright.

26. CONVICTION OF CRIME

- 26.1 Consultant 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 assigned to provide services under this Agreement, when such information becomes known to Consultant.
- 26.2 Consultant 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.
- 26.3 Consultant shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1 through 11165.6. Consultant 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.

27. MATCHING FUNDS

These funds are not available for matching unless certified by County.

28. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

- 28.1 County and Consultant recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this paragraph, Consultant will be referred to as the "prospective recipient".
- 28.2 This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).
 - A. The prospective recipient of Federal assistance funds certifies by entering this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - B. The prospective recipient of funds agrees by entering this Agreement, that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Federal department or agency with which this transaction originated.
 - C. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

- D. The prospective recipient shall provide immediate written notice to County if at any time prospective recipient learns that its certification in paragraph 28, of this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The prospective recipient further agrees that by entering this Agreement, it will include a clause identical to paragraph 28 of this Agreement and titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- F. The certification in paragraph 28 of this Agreement is a material representation of fact upon which County placed reliance when this transaction was entered into.

29. COMPLIANCE WITH FALSE CLAIMS ACT

- 29.1 Consultant shall notify County immediately upon discovery of any employee of Consultant, any subcontractor, agent or other persons providing services, on behalf of Consultant who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Consultant, any subcontractor, agent or other persons providing services on behalf of Consultant, who is placed on the Medi-Cal Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at www.medi-cal.ca.gov.
- 29.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Consultant shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Consultant the policies and procedures related to the Federal and State False Claims Act. Consultant agrees that it has received a copy of the False Health Care Claims Policy approved by the Stanislaus County Board of Supervisors on May 8, 2007 and that it and its employees, subcontractors, agents and other persons providing services on behalf of Consultant will adhere to these policies and procedures.

30. MISCELLANEOUS REQUIREMENTS

- 30.1 During the period of this Agreement, Consultant agrees to:
 - A. Maintain a tobacco free environment on Consultant's property, including outside areas.
 - B. Refuse to accept any direct funds from tobacco industry sources, including event sponsorships and in-kind donations.
 - C. Provide information to its staff on smoking cessation and the dangers of secondhand smoke.
 - D. Provide healthy food and snack options when meals or foods are provided during the course of program operations.
- 30.2 Prior to publication or distribution, the Stanislaus County Children and Families Commission's Executive Director shall approve Consultant's deliverable or non-deliverable reports, publication, brochures, or other material to be distributed to the

This Agreement has been signed by the parties or their duly authorized representatives to become effective as of the date referenced on the first page.

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

**APPROVED AS TO CONTENT:
COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY**

By: Christine C. Applegate
Christine C. Applegate

Title: Director

Dated: 6/25/09

CENTER FOR HUMAN SERVICES

By: Linda Kraas

Title: Executive Director

Dated: 6/19/09

Tax Payer Identification Number:
94-1725620

CHILDREN AND FAMILIES COMMISSION

By: John Sims
John Sims

Title: Executive Director

Dated: 6/24/09

**COUNTY OF STANISLAUS
PURCHASING DEPARTMENT
JUL 09 2009**

By: Ch. E. Nelson

Title: Purchasing Agent

Dated: _____

**APPROVED AS TO FORM:
COUNTY COUNSEL
JOHN P. DOERING**

By: John P. Doering

Title: Deputy County Counsel

Dated: 6/17/09

COUNTY OF STANISLAUS

Approved per BOS Item #: 2009-381

Dated: June 9, 2009

**CENTER FOR HUMAN SERVICES
AGREEMENT TO PROVIDE
FAMILY RESOURCE CENTERS AND SERVICES
JULY 1, 2009 THROUGH JUNE 30, 2012**

I. SCOPE OF WORK

A. Consultant shall provide the following services at the Family Resource Center located at 2908 Fourth Street, Ceres to residents of Stanislaus County as follows:

1. See EXHIBIT C, Stanislaus County Outcomes And Results Reporting Sheet (SCOARRS) for outline of services to be performed by Consultant, which is hereby incorporated by reference and made a part thereof.
2. Consultant shall actively recruit and engage community members and consumers of services as participants in planning and implementing this Agreement.
3. Family Resource Center shall be open at least four (4) hours per day five (5) days per week and closed no more than thirteen (13) days in a twelve (12) month period for traditional and legal holidays

B. Outcomes

Consultant shall meet the following Outcomes during the term of this Agreement:

1. See EXHIBIT C, SCOARRS for outline of Planned Outcomes.
2. Consultant shall establish an Internal Monitoring Plan to monitor and meet the outcomes set forth in this Agreement.

II. COMPENSATION

Consultant shall be compensated for the services provided under this Agreement as follows:

A. Costs:

1. The maximum amount of this Agreement for the period July 1, 2009 through June 30, 2012 shall not exceed \$613,194. The maximum amount per fiscal year is as follows:

July 1, 2009 through June 30, 2010 shall not exceed \$204,398

July 1, 2010 through June 30, 2011 shall not exceed \$204,398

July 1, 2011 through June 30, 2012 shall not exceed \$204,398

2. This is a cost reimbursement Agreement. The costs attendant to the provision of service are described in EXHIBIT B which is hereby incorporated by reference and made a part hereof. Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, or as the budget is thereafter amended or obligated.
 3. Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, or as the budget is thereafter amended or obligated.
 4. Consultant shall provide a minimum of \$4,941 In-Kind contribution, as detailed in EXHIBIT B – Consultant's Budget.
- B. Consultant shall make no charge to the recipient and shall collect no share of cost.
- C. This Agreement shall be effective July 1, 2009 through June 30, 2012.
- D. Consultant agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Consultant costs, both indirect and direct, relative to this Agreement.
- E. Costs must conform with Federal costs regulation: OMB Circular A-87, A Guide for State and Local Government Agencies, 48 CFR, Part 31, Subpart 31.2 (for profit agencies), and OMB Circular A-122 (for nonprofit agencies). All equipment purchased by Consultant must be depreciated in accordance with 45 CFR 95.705. 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 agreement/program. County reserves the right to physically reclaim any/all such property at the conclusion of the Agreement in accordance with 45 Code of Federal Regulations, Part 74, Administration of Grants.
- F. Any equipment, materials, supplies, or property of any kind purchased for or financed from funds provided under this Agreement, excepting any funds received for indirect expense pursuant to the budget document attached as EXHIBIT B, having useful life of three (3) years or greater, and a value in excess of One Thousand Dollars (\$1,000.00) shall be defined as an inventory item. All inventory items not fully consumed in the work described herein shall be the property of the County at the termination of this Agreement unless the County, at its sole discretion, makes an alternative disposition. Consultant shall annually prepare a written report of all inventory items and submit the report to the County. Consultant shall also file an inventory report with the County within ten (10) days after termination this Agreement. Final disposition of all inventory items shall be in accordance with written instructions from the County. Consultant is responsible for proper maintenance of inventory items and is responsible for all damage except for normal wear and tear.
- G. County shall not be required to purchase any definite amount of services nor does County guarantee to Consultant any minimum amount of funds or hours.

H. Billings:

1. Consultant shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for **July 2009 through April 2010 services**. **Billings for the service month of May and June 2010 are as follows:**

May 2010 is due June 10, 2010
June 2010 is due July 8, 2010

2. Consultant shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for **July 2010 through April 2011 services**. **Billings for the service month of May and June 2011 are as follows:**

May 2011 is due June 9, 2011
June 2011 is due July 7, 2011

3. Consultant shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for **July 2011 through April 2012 services**. **Billings for the service month of May and June 2012 are as follows:**

May 2012 is due June 7, 2012
June 2012 is due July 5, 2012

Billings requirements are subject to change and the Consultant will be notified in writing.

4. Billings will be submitted to:

Stanislaus County Children and Families Commission
Attention: Accounts Payable
930 15th Street
Modesto, CA 95354
(209) 558-4109

5. Supporting documentation shall accompany each invoice: copies of employee time studies/time cards documenting actual time dedicated to these Agreement services, supporting payroll and fringe benefit journals, copies receipts/invoices of all Consultant operational costs billed to this Agreement. In addition, Consultant will submit a monthly report, in a County specified format, indicating client populations, client's age and services rendered.

I. Payments:

1. If the conditions set forth in this Agreement are met County shall pay, on or before the thirtieth (30th) day of each month following the month of billing, the sum of money claimed by the approved billings, (less any credit due County for adjustments of prior billing.) If the conditions are not met, County shall pay when the necessary processing is completed.

2. County will not pay for unauthorized services rendered by Consultant nor for the claimed services which County monitoring shows have not been provided as authorized.
3. Payment for travel must be in accordance with County Travel Policy located at <http://www.co.stanislaus.ca.us/BOS/Agenda/2004/20040615/B10.pdf>
4. County retains the right to withhold payment on disputed claims.
5. Final payment under Agreement may be held until a termination audit is completed or until receipt of Consultant's annual narrative report. Final payment may be adjusted if Consultant has not met their annual In-Kind Match.

III. REPORTING:

In addition to monthly invoice Consultant, shall submit reports or other data as required by County including, but not limited to:

A. MONTHLY

1. *Monthly Program Statistical Report* – Consultant will submit the Program Statistical Report, as specified in EXHIBIT E, which is incorporated by this reference, is due by the 30th day of the following month via email to CSAReport@stancounty.com.
2. *Differential Response Client Data Sheet (DR Client Data Sheet)* – Consultant shall submit a DR Client Data Sheet as specified in EXHIBIT F, with is incorporated by this reference, is due within twenty (20) days following the end of the service month via email to DR Client Data@stancounty.com.

B. QUARTERLY

1. *SCOARRS* – Consultant will submit the SCOARRS, EXHIBIT C, by the last day of the following month. Receipt of the report is required in order to make payment to Consultant. The County will provide the Consultant with the forms via e-mail and/or hard copy.
2. *Proposition 10 Evaluation Data System (PEDS)* data entry is due by the 30th day of the following month.
3. *Quarterly - Year to date In-Kind Report* – A line item summary of actual expenditures and In-Kind Match.

C. Annual Reporting – Due within thirty (30) days of the end of the Program/Agreement Year as follows:

1. *Program Narrative/Annual Report* - Consultant shall submit to Commission Program Evaluator and Program Monitor an annual report in the format provided by the County by August 2010, 2011, and 2012 (deadline to be provided).
2. *Annual SCOARRS* – Consultant will submit an annual SCOARRS which will include year to date outcomes for the annual period.

D. Customer Satisfaction Survey

1. Consultant shall develop and conduct a customer satisfaction survey during the second and fourth quarters of the Fiscal Year. Consultant will compile and report survey results by the last business day of the following month after Quarter 2 and Quarter 4.
2. Consultant will develop and conduct an employee satisfaction survey annually. Survey results are to be reported in the program's annual report described in Section D1.

E. Consultant shall submit all reporting via email to the following (except DR Case Counts and Monthly Statistical Reporting):

CSAReport@stancounty.com

Kirsten Jasek-Rysdahl, Program Evaluator-rysdahlk@stancounty.com

Dan Rosas, Program Monitor/Public Relations Specialist -rosasd@stancounty.com

F. County will notify Consultant of any form and/or submittal procedure changes.

IV. EVALUATION AND MONITORING:

A. Consultant shall collect data/information to report in annual report in the following areas:

1. Leveraging
2. Linkages/collaboration
3. Best practices/evidence-based practices
4. Cultural proficiency
5. Community feedback
6. Evaluation capacity
7. Response to prior evaluation recommendations
8. Agreement compliance issues
9. Financial management
10. Outcomes/results

B. Consultant shall participate in site visits with County representative twice yearly. Consultant shall also meet periodically with a County representative upon the reasonable request of the County to discuss, review, and evaluate program activities.

C. At County's option, Consultant may be required to file regular and/or special reports to document performance under this Agreement.

D. Consultant agrees to provide the necessary documentation to verify performance under this Agreement.

E. Consultant shall have a representative attend all Commission's Quarterly Contractor Meetings.

F. Consultant shall participate in an activity and/or assessment regarding collaboration efforts and outcomes.

- G. Consultant shall develop a sustainability plan and submit the plan to the County on or before Friday, October 30, 2009.

EXHIBIT B

**CENTER FOR HUMAN SERVICES
 AGREEMENT TO PROVIDE
 FAMILY RESOURCE CENTERS AND SERVICES
 JULY 1, 2009 THROUGH JUNE 30, 2012**

<u>BUDGET CATEGORY</u>	<u>AGREEMENT FUNDS</u>	<u>IN-KIND</u>	<u>TOTAL</u>
1. Personnel Services			
a) Salaries	\$341,103	\$120,000	\$461,103
b) Fringe Benefits	\$ 68,220		\$ 68,220
Total Personnel	\$409,323	\$120,000	\$529,323
2. Operating Expenses	\$117,588	\$ 30,000	\$147,588
3. Other			
a) Client Supportive Services	\$ 6,300	\$ 36,000	\$ 42,300
4. Indirect	\$ 79,983		\$ 79,983
TOTAL:	\$613,194	\$186,000	\$799,194

EXHIBIT B

**CENTER FOR HUMAN SERVICES
 AGREEMENT BUDGET
 FAMILY RESOURCE CENTERS AND SERVICES
 JULY 1, 2009 THROUGH JUNE 30, 2010**

<u>BUDGET CATEGORY</u>	<u>AGREEMENT FUNDS</u>	<u>IN-KIND</u>	<u>TOTAL</u>
1. Personnel Services			
a) Salaries	\$113,701	\$ 40,000	\$153,701
b) Fringe Benefits	\$ 22,740		\$ 22,740
Total Personnel	\$136,441	\$ 40,000	\$176,441
2. Operating Expenses	\$ 39,196	\$ 10,000	\$ 49,196
3. Other			
a) Client Supportive Services	\$ 2,100	\$ 12,000	\$ 14,100
4. Indirect	\$ 26,661		\$ 26,661
TOTAL:	\$204,398	\$ 62,000	\$266,398

EXHIBIT B

**CENTER FOR HUMAN SERVICES
AGREEMENT BUDGET
FAMILY RESOURCE CENTERS AND SERVICES
JULY 1, 2010 THROUGH JUNE 30, 2011**

<u>BUDGET CATEGORY</u>	<u>AGREEMENT FUNDS</u>	<u>IN-KIND</u>	<u>TOTAL</u>
1. Personnel Services			
a) Salaries	\$113,701	\$ 40,000	\$153,701
b) Fringe Benefits	\$ 22,740		\$ 22,740
Total Personnel	\$136,441	\$ 40,000	\$176,441
2. Operating Expenses	\$ 39,196	\$ 10,000	\$ 49,196
3. Other			
a) Client Supportive Services	\$ 2,100	\$ 12,000	\$ 14,100
4. Indirect	\$ 26,661		\$ 26,661
TOTAL:	\$204,398	\$ 62,000	\$266,398

EXHIBIT B

**CENTER FOR HUMAN SERVICES
 AGREEMENT BUDGET
 FAMILY RESOURCE CENTERS AND SERVICES
 JULY 1, 2011 THROUGH JUNE 30, 2012**

<u>BUDGET CATEGORY</u>	<u>AGREEMENT FUNDS</u>	<u>IN-KIND</u>	<u>TOTAL</u>
1. Personnel Services			
a) Salaries	\$113,701	\$ 40,000	\$153,701
b) Fringe Benefits	\$ 22,740		\$ 22,740
Total Personnel	\$136,441	\$ 40,000	\$176,441
2. Operating Expenses	\$ 39,196	\$ 10,000	\$ 49,196
3. Other			
a) Client Supportive Services	\$ 2,100	\$ 12,000	\$ 14,100
4. Indirect	\$ 26,661		\$ 26,661
 TOTAL:	 \$204,398	 \$ 62,000	 \$266,398



Stanislaus County Outcomes And Results Reporting Sheet (SCOARRS)



Date:

Agency: Center for Human Services

Program Name: Ceres FRC Services

Prepared by:

Phone Number:

Email:

Reporting for Quarter:

- 1st Quarter
- 2nd Quarter
- 3rd Quarter
- 4th Quarter

PLANNED OUTCOMES	STRATEGIES/MILESTONES	INDICATORS-CURRENT QUARTER (PROGRESS)	INDICATORS-CUMULATIVE (PROGRESS)	INDICATORS-CUMULATIVE CALCULATED	NARRATIVE (ONLY IF NEEDED & SPECIFIC TO THE INDICATOR)
<p>1. Decreased occurrence and recurrence of child abuse and neglect through Family Support</p>	<p>1. FRC Staff will provide strength based assessments (SBA) to caregivers of referred DR children. 60 % of the referred DR children will have caregivers who receive a SBA.</p>	<p>a. <input type="text"/> # of referred DR children</p>	<p>a. <input type="text"/> # of referred DR children</p>	<p>$b / a = \text{input} \%$ of the referred DR children have caregivers who received a SBA</p>	
		<p>b. <input type="text"/> # of DR children whose caregivers are assessed (includes those who receive short-term or ongoing case management)</p>	<p>b. <input type="text"/> # of DR children whose caregivers are assessed (includes those who receive short-term or ongoing case management)</p>		
	<p>2. FRC Staff will provide referrals, resources, or support services to caregivers of referred DR children. 70% of the referred DR children will have caregivers who receive referrals, resources, or support services</p>	<p>c. <input type="text"/> # of DR children whose caregivers are provided referrals, resources, or support services (but are not assessed)</p>	<p>c. <input type="text"/> # of DR children whose caregivers are provided referrals, resources, or support services (but are not assessed)</p>	<p>$(c + b) / a = \text{input} \%$ of the referred DR children have caregivers who received referrals, resources, or support services</p>	
<p>3. FRC Staff will provide ongoing case management (3 months or more within the FY) to the caregivers of referred DR children. 40% of the referred DR children will have caregivers who receive ongoing case management.</p>	<p>d. <input type="text"/> # of DR children whose caregivers receive ongoing case management (assessed and 3 months of CM during this FY)</p>	<p>d. <input type="text"/> # of DR children whose caregivers receive ongoing case management (assessed and 3 months of CM during this FY)</p>	<p>$d / a = \text{input} \%$ of the referred DR children have caregivers who received ongoing case management</p>	<p>To be completed 4th quarter</p>	

<p>4. FRC Staff will provide strength based assessments to the caregivers of children 0-5 (DR & non-DR).</p> <p>60% of the children 0-5 will have caregivers who receive a SBA.</p>	<p>e. <input type="text"/> # of Non-DR children 0-5 (all non-DR children 0-5 receiving any Prop 10 services)</p>	<p>e. <input type="text"/> # of Non-DR children 0-5 (all non-DR children 0-5 receiving any Prop 10 services)</p>	<p><math>(f + h) / (e + g) = \text{ <input type="text"/> } \%</math></p> <p>of the children 0-5 have caregivers who received a SBA</p>	
	<p>f. <input type="text"/> # of Non-DR children 0-5 whose caregivers are assessed</p>	<p>f. <input type="text"/> # of Non-DR children 0-5 whose caregivers are assessed</p>		
	<p>g. <input type="text"/> # of referred DR children 0-5</p>	<p>g. <input type="text"/> # of referred DR children 0-5</p>		
	<p>h. <input type="text"/> # of DR children 0-5 whose caregivers are assessed</p>	<p>h. <input type="text"/> # of DR children 0-5 whose caregivers are assessed</p>		
<p>5. FRC Staff will provide referrals or resources to the caregivers of children 0-5 (DR & non-DR).</p> <p>80% of the children 0-5 will have caregivers who receive referrals, resources, or support services.</p>	<p>i. <input type="text"/> # of Non-DR children 0-5 whose caregivers are provided referrals or resources (but are not assessed)</p>	<p>i. <input type="text"/> # of Non-DR children 0-5 whose caregivers are provided referrals or resources (but are not assessed)</p>	<p><math>(i + j) + (f + h) / (e + g) = \text{ <input type="text"/> } \%</math></p> <p>of the children 0-5 have caregivers who received referrals or resources</p>	
	<p>j. <input type="text"/> # of DR children 0-5 whose caregivers are provided referrals or resources (but are not assessed)</p>	<p>j. <input type="text"/> # of DR children 0-5 whose caregivers are provided referrals or resources (but are not assessed)</p>		
<p>6. FRC Staff will provide ongoing case management (3 months or more within the FY) to the caregivers of children 0-5 (DR & non-DR).</p> <p>40% of the children 0-5 will have caregivers who receive ongoing case management.</p>	<p>k. <input type="text"/> # of Non-DR children 0-5 whose caregivers are provided ongoing case management (assessed and 3 months of CM during the FY)</p>	<p>k. <input type="text"/> # of Non-DR children 0-5 whose caregivers are provided ongoing case management (assessed and 3 months of CM during the FY)</p>	<p><math>(k + l) / (e + g) = \text{ <input type="text"/> } \%</math></p> <p>of the children 0-5 have caregivers who received ongoing case management</p>	To be completed 4 th quarter
	<p>l. <input type="text"/> # of DR children 0-5 whose caregivers are provided ongoing case management (assessed and 3 months of CM during the FY)</p>	<p>l. <input type="text"/> # of DR children 0-5 whose caregivers are provided ongoing case management (assessed and 3 months of CM during the FY)</p>		

2. Increased parenting knowledge, skills, and support	<p>1. FRC Staff will provide parenting education or support groups and measure the increase in knowledge/skills through a survey or pre/post test.</p> <p>60% of the children 0-5 have caregivers who attended parent ed or support groups and took pre/post tests or surveys</p> <p>75% of the children 0-5 will have caregivers who took a pre/post test or survey and indicated an increase in parenting knowledge or skills after attending parenting education or support groups.</p>	m. <input type="text"/> # of children 0-5 whose caregiver attended parent ed or support groups (assessed or not assessed)	m. <input type="text"/> # of children 0-5 whose caregiver attended parent ed or support groups (assessed or not assessed)	$n / m = \text{} \%$ of children 0-5 whose caregiver attended parent ed or support groups and took pre/post tests or a survey	
		n. <input type="text"/> # of children 0-5 whose caregiver attended parent ed or support groups and took pre/post tests or a survey	n. <input type="text"/> # of children 0-5 whose caregiver attended parent ed or support groups and took pre/post tests or a survey		
		o. <input type="text"/> # of children 0-5 whose caregivers took a pre/post test or survey and indicated an increase in knowledge or skills	o. <input type="text"/> # of children 0-5 whose caregivers took a pre/post test or survey and indicated an increase in knowledge or skills	$o / n = \text{} \%$ of children 0-5 whose caregivers took a pre/post test or survey and indicated an increase in parenting knowledge or skills after attending parenting education or support groups.	
		p. <input type="text"/> Total # of DR children whose caregivers attended parent ed or support groups (assessed or not assessed)	p. <input type="text"/> Total # of DR children whose caregivers attended parent ed or support groups (assessed or not assessed)		
3. Caregivers are identified and linked to mental health services	<p>1. FRC Staff will provide a valid depression screening to caregivers of children 0-5 (DR & Non-DR) who are given a SBA.</p> <p>60% of the children 0-5 who are assessed will have caregivers who received depression screenings.</p>	q. <input type="text"/> # of Non-DR children 0-5 whose caregivers were screened for depression	q. <input type="text"/> # of Non-DR children 0-5 whose caregivers were screened for depression	$(q + r) / (f + h) = \text{} \%$ of the children 0-5 whose families were assessed have caregivers who received depression screenings.	
		r. <input type="text"/> # of DR children 0-5 whose caregivers were screened for depression	r. <input type="text"/> # of DR children 0-5 whose caregivers were screened for depression		
	<p>2. FRC staff will provide mental health referrals for caregivers of children 0-5 who scores 21 or above on the Burns depression screening (or who indicates a need for services).</p> <p>90% of the children whose caregivers indicate a need will receive a referral.</p>	s. <input type="text"/> # of children 0-5 whose caregivers scored 21 or above (or who indicated a need for services)	s. <input type="text"/> # of children 0-5 whose caregivers scored 21 or above (or who indicated a need for services)	$t / s = \text{} \%$ of the children 0-5 whose caregivers indicated a need, received a referral for mental health services	
		t. <input type="text"/> # of children 0-5 whose caregivers were referred for mental health services	t. <input type="text"/> # of children 0-5 whose caregivers were referred for mental health services		

4. Early identification of and referral for developmental delays and social-emotional problems of children 0-5	1. FRC Staff will provide children 0-5 whose caregiver are assessed with developmental screenings using the Ages & Stages Questionnaire (ASQ) 55% of the children 0-5 whose families are assessed will receive developmental screenings	u. <input type="text"/> # of Non-DR children 0-5 whose families were assessed and received a developmental screening	u. <input type="text"/> # of Non-DR children 0-5 whose families were assessed and received a developmental screening	$(u + v) / (f + h) = \text{input} \%$ of the children 0-5 whose families were assessed received developmental screenings	
		v. <input type="text"/> # of DR children 0-5 whose families were assessed and received a developmental screening	v. <input type="text"/> # of DR children 0-5 whose families were assessed and received a developmental screening		
	2. FRC Staff will provide referrals for children 0-5 who fall below the indicator line in any of the developmental areas of the ASQ. 90% of the children who indicate this need will be referred.	w. <input type="text"/> # of children 0-5 who scored below the indicator line in a developmental area of the ASQ	w. <input type="text"/> # of children 0-5 who scored below the indicator line in a developmental area of the ASQ	$x / w = \text{input} \%$ of the children 0-5 who indicated a need, were referred for further developmental assessment	
		x. <input type="text"/> # of children 0-5 who were referred as a result of scoring below the indicator line in a result area	x. <input type="text"/> # of children 0-5 who were referred as a result of scoring below the indicator line in a result area		
5. Families understand the importance of participating in their children's development and education	1. FRC Staff will disseminate SR information to children 0-5 and their caregivers. Caregivers will indicate understanding the importance of their participation as evidenced by a survey. 80% of children 0-5 served will have caregivers who indicate an understanding of the importance of caregiver education participation.	y. <input type="text"/> # of children 0-5 whose caregivers received school readiness information	y. <input type="text"/> # of children 0-5 whose caregivers received school readiness information	$z / y = \text{input} \%$ of the children 0-5 whose families received school readiness information have caregivers who understand the importance of participating in their children's education	
		z. <input type="text"/> # of children 0-5 whose caregivers indicated an understanding of the importance of caregiver education participation	z. <input type="text"/> # of children 0-5 whose caregivers indicated an understanding of the importance of caregiver education participation		

6. Children 0-5 have health insurance and a health care provider	<p>1. FRC Staff will assist families in obtaining health insurance, and with the enrollment of children 0-5 into a health insurance program within 90 days of intake.</p> <p>85% of the children 0-5 who did not have health insurance when entering the program received assistance in obtaining health insurance</p> <p>80% of the assessed children 0-5 who did not have health insurance will be enrolled in a health insurance program within 90 days of intake.</p>	aa. <input type="text"/> # of children 0-5 without health insurance at time of intake	aa. <input type="text"/> # of children 0-5 without health insurance at time of intake	bb / aa = <input type="text"/> % of the children 0-5 who did not have health insurance when entering the program received assistance in obtaining health insurance	
		bb. <input type="text"/> # of children 0-5 who did not have health insurance at intake and have completed an application for health insurance	bb. <input type="text"/> # of children 0-5 who did not have health insurance at intake and have completed an application for health insurance		
		cc. <input type="text"/> # of children 0-5 without health insurance whose caregiver received a SBA	cc. <input type="text"/> # of children 0-5 without health insurance whose caregiver received a SBA	dd / cc = <input type="text"/> % of the assessed children 0-5 who did not have health insurance enrolled in a health insurance program within 90 days	
		dd. <input type="text"/> # of assessed children 0-5 without health insurance are enrolled in a health insurance program within 90 days	dd. <input type="text"/> # of assessed children 0-5 without health insurance are enrolled in a health insurance program within 90 days		

More Information

Additional Supporting Narrative (Only if Needed):

General Feedback, Comments or Suggestions (Only if Needed):

Resources (Staff, Funding, Materials, etc.):

Resource Changes (Only if Needed):

Activities & Services:

Activities & Services Changes (Only if Needed):

**MEDI-CAL DATA PRIVACY AND SECURITY
AGREEMENT BETWEEN
The California Department of Health Care Services
and the County of Stanislaus, Community Services Agency.**

PREAMBLE

The California Department of Health Care Services (DHCS) and the County of Stanislaus, Community Services Agency enter into this Medi-Cal Data Privacy and Security Agreement (“Agreement”) in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII).

DHCS receives federal funding to administer the Medi-Cal program. DHCS provides funding to the County Department in exchange for the County Department’s assistance in administering the Medi-Cal program.

This Agreement covers the County of Stanislaus, Community Services Agency workers that assist in the administration of the Medi-Cal program; and access, use, or disclose Medi-Cal PII. For the purpose of this Agreement, the following terms mean:

1. “Assist in the Administration of the Medi-Cal Program” is performing an administrative function on behalf of Medi-Cal, such as determining eligibility or case managing IHSS (In-Home Supportive Services) clients; and
2. “Medi-Cal PII” is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining Medi-Cal eligibility or conducting IHSS operations, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver’s license number or identification number. PII may be electronic or paper.

AGREEMENTS

NOW THEREFORE, DHCS and the County Department mutually agree as follows:

I. PRIVACY AND CONFIDENTIALITY

- A. County Department workers covered by this Agreement (“County Workers”) may use or disclose Medi-Cal PII only to perform functions, activities or services directly related to the administration of the Medi-Cal program in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq, or as required by law. For example, County Workers performing eligibility determinations may generally only use or disclose Medi-Cal PII to

determine eligibility for individuals applying for Medi-Cal. County Workers assisting in the administration of In-Home Supportive Services (IHSS) program may generally use or disclose Medi-Cal PII only to perform administrative functions essential to the operation of the IHSS program. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. No County Worker shall duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Agreement.

- B. Access to Medi-Cal PII shall be restricted to only County Workers who need the Medi-Cal PII to perform their official duties in connection with the administration of the Medi-Cal program.
- C. County Workers who access, disclose or use Medi-Cal PII in a manner of for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statues.

II. EMPLOYEE TRAINING AND DISCIPLINE

The County Department agrees to advise County Workers who have access to Medi-Cal PII of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the County Department shall:

- A. Train and use reasonable measures to ensure compliance with the requirements of this Agreement by County Workers who assist in the administration of the Medi-Cal program and use of disclose Medi-Cal PII; and take corrective action against such County Workers who intentionally violate any provisions of this Agreement, up to and including by termination of employment. In complying with this requirement, the County Department agrees to:
 - 1. Provide privacy and security awareness training to each new County Worker within 30 days of employment and thereafter provide ongoing reminders of the privacy and security safeguards in this Agreement to all County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII.
 - 2. Maintain records indicating each County Worker's name and the date on which the initial privacy and security awareness training was completed.
 - 3. Retain training records for inspection for a period of three years after completion of the training.

III. MANAGEMENT OVERSIGHT AND MONITORING

The County Department agrees to:

- A. Establish and maintain ongoing management oversight and quality assurance for monitoring workforce compliance with the privacy and security safeguards in this Agreement when using or disclosing Medi-Cal PII.
- B. Ensure that ongoing management oversight includes periodic self-assessments and randomly sampling work activity by County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. DHCS shall provide the County Department with information on MEDS usage indicating any anomalies for investigation and follow-up.
- C. Ensure that these management oversight and monitoring activities are performed by County Workers whose job functions are separate from those who use or disclose Medi-Cal PII as part of their routine duties.

IV. CONFIDENTIALITY STATEMENT

The County Department agrees to ensure that all County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII sign a confidentiality statement. The statement shall include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement shall be signed by the County Worker prior to access to Medi-Cal PII.

V. PHYSICAL SECURITY

The County Department shall ensure that Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. The County Department agrees to safeguard Medi-Cal PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of County Department facilities where County Workers assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. The County Department shall ensure that these secure areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or access authorization; and access to premises is by official identification.
- B. Ensure that there are security guards or a monitored alarm system with or without security cameras 24 hours a day, 7 days a week at County Department facilities and leased facilities where a large volume of Medi-Cal PII is stored.
- C. Issue County Workers who assist in the administration of the Medi-Cal program identification badges and require County Workers to wear these badges at County Department facilities where Medi-Cal PII is stored or used.
- D. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices in facilities which are multi-use,

meaning that there are County Department and non-County Department functions in one building in work areas that are not securely segregated from each other. The County Department shall have policies which indicate that County Workers are not to leave records with Medi-Cal PII unattended at any time in vehicles or airplanes and not to check such records in baggage on commercial airplanes.

- E. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing Medi-Cal PII.

VI. COMPUTER SECURITY SAFEGUARDS

The County Department agrees to comply with the general computer security safeguards, system security controls, and audit controls in this section.

General Computer Security Safeguards

In order to comply with the following general computer security safeguards, the County Department agrees to:

- A. Encrypt portable computer devices, such as laptops and notebook computers that process and/or store Medi-Cal PII, with a solution using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution. One source of recommended solutions is specified on the California Strategic Sourced Initiative (CSSI) located at the following link: www.pd.dgs.ca.gov/masters/EncryptionSoftware.html. The County Department shall use an encryption solution that is full-disk unless otherwise approved by DHCS.
- B. Encrypt workstations where Medi-Cal PII is stored using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- C. Ensure that only the minimum necessary amount of Medi-Cal PII is downloaded to a laptop or hard drive when absolutely necessary for current business purposes.
- D. Encrypt all electronic files that contain Medi-Cal PII when the file is stored on any removable media type device (i.e. USB thumb drives, floppies, CD/DVD, etc.) using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- E. Ensure that all emails sent outside the County Department's e-mail environment that include Medi-Cal PII are sent via an encrypted method using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- F. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have a commercial third-party anti-virus software solution and are updated when a new anti-virus definition/software release is available.

- G. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have current security patches applied and up-to-date.
- H. Ensure that all Medi-Cal PII is wiped from systems when the data is no longer legally required. The County Department shall ensure that the wipe method conforms to Department of Defense standards for data destruction.
- I. Ensure that any remote access to Medi-Cal PII is established over an encrypted session protocol using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI. The County Department shall ensure that all remote access is limited to minimum necessary and least privilege principles.

System Security Controls

In order to comply with the following system security controls, the County Department agrees to:

- J. Ensure that all County Department systems containing Medi-Cal PII provide an automatic timeout after no more than 20 minutes of inactivity.
- K. Ensure that all County Department systems containing Medi-Cal PII display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User shall be directed to log off the system if they do not agree with these requirements.
- L. Ensure that all County Department systems containing Medi-Cal PII log successes and failures of user authentication and authorizations granted. The system shall log all data changes and system accesses conducted by all users (including all levels of users, system administrators, developers, and auditors). The system shall have the capability to record data access for specified users when requested by authorized management personnel. A log of all system changes shall be maintained and be available for review by authorized management personnel.
- M. Ensure that all County Department systems containing Medi-Cal PII use role based access controls for all user authentication, enforcing the principle of least privilege.
- N. Ensure that all County Department data transmissions over networks outside of the County's control are encrypted end-to-end using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI, when transmitting Medi-Cal PII. The County Department shall encrypt Medi-Cal PII at the minimum of 128 bit AES or 3DES (Triple DES) if AES is unavailable.

- O. Ensure that all County Department systems that are accessible via the Internet or store Medi-Cal PII actively use either a comprehensive third-party real-time host based intrusion detection and prevention program or be protected at the perimeter by a network based IDS/IPS solution.

Audit Controls

In order to comply with the following audit controls, the County Department agrees to:

- P. Ensure that all County Department systems processing and/or storing Medi-Cal PII have at least an annual system security review. The County Department review shall include administrative and technical vulnerability assessments.
- Q. Ensure that all County Department systems processing and/or storing Medi-Cal PII have an automated audit trail, which includes the initiator of the request, along with a time and date stamp for each access. These logs shall be read-only and maintained for a period of at least three (3) years. There shall be a routine procedure in place to review system logs for unauthorized access. The County Department shall investigate anomalies identified by interviewing County Workers and witnesses and taking corrective action, including by disciplining County Workers, when necessary.
- R. Maintain an automated audit trail record identifying either the individual worker or the system process that initiated a request for information from the Social Security Administration (SSA) for its systems, such as IEVS. Individual audit trail records shall contain the data needed to associate each query transaction to its initiator and relevant business purpose (that is, the client record for which SSA data was accessed) and each transaction shall be time and date stamped. Access to the audit file shall be restricted to authorized users with a need to know and the audit file data shall be unalterable (read only) and maintained for a minimum of three years.
- S. Investigate anomalies in MEDS usage identified by DHCS and report conclusions of such investigations and remediation to DHCS.
- T. Exercise management control and oversight, in conjunction with DHCS, of the function of authorizing individual user access to SSA data and MEDS and over the process of issuing and maintaining access control numbers and passwords.
- U. Ensure that all County Department systems processing and/or storing Medi-Cal PII have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

VII. PAPER DOCUMENT CONTROLS

In order to comply with the following paper document controls, the County Department agrees to:

- A. Dispose of Medi-Cal PII in paper form through confidential means, such as cross cut shredding and pulverizing.
- B. Not remove Medi-Cal PII from the premises of the County Department except for identified routine business purposes or with express written permission of DHCS.
- C. Not leave faxes containing Medi-Cal PII unattended and keep fax machines in secure areas. The County Department shall ensure that faxes contain a confidentiality statement notifying persons receiving faxes in error to destroy them. County Workers shall verify fax numbers with the intended recipient before sending.
- D. Use a secure, bonded courier with signature of receipt when sending large volumes of Medi-Cal PII. The County Department shall ensure that disks and other transportable media sent through the mail are encrypted using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

VIII. NOTIFICATION AND INVESTIGATION OF BREACHES

The County Department agrees to:

- A. Notify DHCS immediately by telephone call or e-mail upon the discovery of a breach of security of Medi-Cal PII in computerized form if the PII was, or is reasonably believed to have been, acquired by an unauthorized person; or within 24 hours by telephone call or e-mail of discovery of any other suspected security incident, intrusion, loss or unauthorized use or disclosure of PII in violation of this Agreement or the law. The County Department shall submit the notification to the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PII, the County Department shall notify DHCS by calling the DHCS ITSD Help Desk.

DHCS Privacy Officer	DHCS Information Security Officer
Privacy Officer c/o: Office of Legal Services Department of Health Care Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Help Desk (916) 440-7000 (800) 579-0874

- B. Ensure that the initial notification includes contact and component information; a description of the breach or loss with scope, numbers of files or records, type of equipment or media, approximate time and location of breach or loss; description of how the data was physically stored, contained, or packaged (e.g. password protected, encrypted, locked briefcase, etc.); whether any individuals or external organizations have been contacted; and whether any other reports have been filed.
- C. Take prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment.
- D. Investigate the breach and produce a written breach report within ten working days of the incident, detailing what data elements were involved; a description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PII; a description of where PII is believed to have been improperly transmitted, sent, or used; a description of the probable causes of the breach; a detailed corrective action plan including measures that were taken to halt and/or contain the breach. The County Department shall submit the breach report to the DHCS Privacy Officer and Information Security Officer.
- E. Notify individuals of the breach or unauthorized use or disclosure of Medi-Cal PII maintained by the County Department when notification is required under state or federal law. The County Department shall obtain the approval of the DHCS Privacy Officer for the time, manner and content of any such required notifications. County Department shall be responsible for the cost of such notification to the extent that such breach or unauthorized use or disclosure is due to the negligence or intentional misconduct of County Department. To the extent such breach or unauthorized use or disclosure is due to the negligence or intentional misconduct of DHCS, DHCS shall be responsible for notifying individuals and the County Department shall not be responsible for any costs of notification. If there is any question as to whether DHCS or the County Department is responsible for the breach, DHCS shall issue the notice and DHCS and the County Department shall subsequently determine responsibility for purposes of allocating the costs of such notices.

IX. COMPLIANCE WITH SSA AGREEMENT

The County Department agrees to comply with substantive privacy and security requirements in the Agreement between the Social Security Administration and DHCS, known as the 1137 Agreement, which is appended to and hereby incorporated into this Agreement (Exhibit A). The specific sections of the 1137 Agreement which contain substantive privacy and security requirements which are to be complied with by County Department are as follows: XI. Procedures for Security; XII. Safeguarding and Reporting Responsibilities for Personally Identifiable Information (PII); XIII. Procedures for Records Usage, Duplication, and Redisclosure Restrictions; and Attachment C, Information System Security Guidelines for Federal, State and Local Agencies Receiving Electronic Information from the Social Security Administration. If there is any conflict between a privacy and security standard in these sections of the 1137 Agreement and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means that standard which provides the greatest protection to data.

X. COMPLIANCE BY COUNTY DEPARTMENT AGENTS

The County Department shall require that any agents, including subcontractors, which assist the County Department in its Medi-Cal functions and to which the County Department provides PII, agree to the same privacy and security safeguards as are contained in this Agreement; and to incorporate, when applicable, the relevant provisions of this Agreement into each subcontract or sub-award to such agents or subcontractors.

XI. ASSESSMENTS AND REVIEWS

In order to enforce this Agreement and ensure compliance with its provisions, the County Department agrees to allow DHCS to inspect the facilities, systems, books and records of the County Department, with reasonable notice from DHCS, in order to perform assessments and reviews. Such inspections shall be scheduled at times that take into account the operational and staffing demands of the county. The County Department agrees to promptly remedy any violation of any provision of this Agreement and certify the same to the DHCS Privacy Officer and Information Security Officer in writing, or to enter into a written corrective action plan with DHCS containing deadlines for achieving compliance with specific provisions of this Agreement.

XII. DEADLINE FOR SUBSTANTIAL COMPLIANCE

- A. The County Department shall be in substantial compliance with this Agreement by no later than July 1, 2010.
- B. If, at any time, the county is unable to meet the security and privacy requirements imposed in this Agreement in the manner specified therein due to a lack of funding;

DHCS will work with the county to develop a Corrective Action Plan which can be implemented within the resources provided by the state for this purpose and which is intended to substantially meet those security and privacy requirements even if such requirements are met utilizing alternative or different methods than those specified in this Agreement.

- C. DHCS shall monitor corrective action plans which County Department develops to remediate gaps in security compliance under this Agreement and reassess compliance.

XIII. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations by the County Department of the privacy or security of Medi-Cal PII, or federal or state laws or agreements concerning privacy or security of Medi-Cal PII, the County Department shall make all reasonable effort to make itself and any subcontractors, agents, and County Workers assisting in the administration of the Medi-Cal program and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses. DHCS shall also make all reasonable efforts to make itself and any subcontractors, agents, and employees available to County Department at no cost to County Department to testify as witnesses, in the event of litigation or administrative proceedings involving the County Department based upon claimed violations by DHCS of the privacy or security of Medi-Cal PII, or state or federal laws or agreements concerning privacy or security of Medi-Cal PII.

EXHIBIT E

TYPE YOUR AGENCY NAME HERE **MONTHLY OUTCOME REPORT**
OFFICE OF CHILD ABUSE PREVENTION SERVICE PROVISION REPORT
MONTH ENDING: _____
FUNDING SOURCE: CAPIT CCF CBCAP PSSF

CUSTOMER CENTERED SERVICES*	NUMBER OF CUSTOMERS SERVED						
	CHILDREN				Adults (19 years - older)		FAMILIES
	Ages 0-5		Ages 6-18		without disabilities	with disabilities	
	without disabilities	with disabilities	without disabilities	with disabilities			
Family Resource Center							
Home Visitation							
Information & Referral							
Parent Education and Support							
Parenting Program (Classes)							
Totals	Children 0-5 w/o disabilities	Children 0-5 with disabilities	Children 6-18 w/o disabilities	Children 6-18 with disabilities	Adults w/o disabilities	Adults with disabilities	Families

AGENCY CENTERED ACTIVITIES	NUMBER OF PARTICIPANTS				
	Parents (Consumer of Services)	County Agency Staff	Private Nonprofit Staff	Child Abuse Council Staff	Other (Specify)
State of Regional Training					
Peer Review					
Evaluation / Research					
Other (Specify)					

FUNDING SOURCE:
 CAPIT - CHILD ABUSE PREVENTION, INTERVENTION AND TREATMENT
 CCF - COUNTY CHILDREN'S FUND
 CBCAP - COMMUNITY BASED CHILD ABUSE PREVENTION
 PSSF - PROMOTING SAFE AND STABLE FAMILIES

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**COUNTY OF STANISLAUS
AGREEMENT TO PROVIDE
FAMILY RESOURCE CENTERS AND SERVICES
JULY 1, 2009 THROUGH JUNE 30, 2012**

BOARD OF SUPERVISORS

JULY 22, 2009

This AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY AND STANISLAUS COUNTY CHILDREN AND FAMILIES COMMISSION (jointly as "County") and **ASPIRANET** ("Consultant"), a California non-profit corporation, on July 1, 2009.

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.

INTRODUCTION

WHEREAS, County has the need for Family Resource Centers; and Consultant has agreed to provide those services;

WHEREAS, the Consultant 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 Consultant 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, which is attached hereto and, by this reference, made a part hereof.
- 1.2 All documents, drawings and written work product prepared or produced by the Consultant under this Agreement, including without limitation electronic data files, are the property of the Consultant; 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 Consultant may copyright the same, except that, as to any work which is copyrighted by the Consultant, 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 Consultant at the County's request under this Agreement will be performed in a timely manner in accordance with a Schedule of Work, which the parties hereto shall agree to. The Schedule of Work may be

revised from time to time upon mutual written consent of the parties.

- 1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.
- 1.5 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant will be the agent of the Consultant not the County.

2. CONSIDERATION

- 2.1 The Consultant shall be compensated on a time and materials basis as provided in EXHIBIT A attached hereto.
- 2.2 Except as expressly provided in this Agreement, Consultant 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, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant 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 The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.
- 2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- 2.5 Payments of all services provided in accordance with the provisions of this Agreement 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 Consultant's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Consultant ceases to be licensed or otherwise authorized to do business in the State of California, and the Consultant 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 thirty (30) days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.
- 3.5 County shall notify Consultant 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 Agreement in the event corrections are not accomplished within thirty (30) days.
- 3.6 This Agreement 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, Consultant 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 Agreement, County may terminate the Agreement immediately:
- A. Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services; or,
 - B. Upon loss of any license(s) required for lawful operation of Consultant'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 Consultant

3.8 This Agreement is funded from revenue derived from a tax placed on the sales of cigarettes. The County reasonably believes that such tax revenue will be available to fully fund this Agreement for its term. In the event, however, no funds or insufficient funds are available for payments as determined in the sole discretion of the County. The County will immediately notify Consultant of such occurrence and the Agreement may be terminated by County upon thirty (30) days notice. After this Agreement is terminated under these provisions, County shall have no obligation to make further payments and shall only be obligated for work already performed pursuant to this Agreement

3.9 Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

4. WORK SCHEDULE

Consultant is obligated to perform in a timely manner those services and work identified in EXHIBIT A. It is understood by Consultant that the performance of these services and work will require the Consultant 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 Consultant; 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 Consultant to provide the services and work described in EXHIBIT A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant 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 Consultant at no expense to the County.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant--not the County--has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

7. INSURANCE

7.1 Consultant 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 Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- 7.1.2 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.
- 7.1.3 Automobile Liability Insurance. If the Consultant or the Consultant'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.
- 7.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this Agreement, the Consultant certifies under section 1861 of the Labor Code that the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant's defense and indemnification obligations as set forth in this Agreement.
- 7.3 The Consultant shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, 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 Consultant, including the insured's general supervision of the Consultant; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County 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 Consultant.

- 7.4 The Consultant'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 Consultant's insurance and shall not contribute with Consultant'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 and employees.
- 7.6 The Consultant'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 Consultant 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 of no less than A-:VII; 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.
- 7.9 Consultant 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 Consultant begins performance of its obligations under this Agreement, Consultant 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 Consultant. 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 Consultant and Consultant's officers, employees, agents, representatives or subcontractors.
- 7.12 If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant agrees to maintain the required insurance coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. Consultant may maintain the required post agreement coverage by renewal of purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

8. DEFENSE AND INDEMNIFICATION

- 8.1 To the fullest extent permitted by law, Consultant 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 Consultant or Consultant'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, Consultant'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 Consultant in contributing to such claim, damage, loss and expense.
- 8.2 Consultant'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 Consultant 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 Consultant 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 CONSULTANT

- 9.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, 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, Consultant 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 Consultant. It is

understood by both Consultant 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 Consultant 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 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant 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 Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.
- 9.4 Consultant is permitted to provide services to others during the same period services are provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.
- 9.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. 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 Consultant.
- 9.6 It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, 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.
- 9.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.
- 9.8 As an independent contractor, Consultant 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 Consultant 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, provided that said writings are not deemed by Consultant to be confidential, attorney work product, or privileged, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. 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 Consultant related to this Agreement as required by State law. An independent public accountant can be appointed by County.
- 10.5 Consultant 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 Consultant shall be responsible for the procurement and performance of a fiscal and compliance audit annually. Entities receiving in excess of \$500,000 in Federal funds must comply with the Single Audit Act of 1984, PL 98-502 and the Single Audit Amendments of 1996, P.L. 104-156. 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-133 as this applies to the auditing of states, local governments, institutions of higher education and non-profit.
- 10.8 The annual audit requirement is replaced with a biennial audit covering the most recent fiscal year if all of the following apply:
 - A. The total County Agreement expenditures, from all funding sources, during the fiscal year, are less than \$100,000
 - B. The Consultant is in compliance with all other Agreement requirements
 - C. An audit was performed on one of the preceding two years in accordance with Government Auditing Standards and a copy of the report and any management letter has been submitted to County
 1. The auditor's opinion on the financial statement and the schedule of federal awards (if applicable) were unqualified
 2. There were no deficiencies in internal control over financial reporting that were identified as material weaknesses under the requirements of Government Auditing Standards

3. None of the state or federal programs had audit findings in the preceding year that were classified as:
 - a. Material weaknesses in the internal control over compliance
 - b. Noncompliance with the provisions of laws, regulations, contracts, or grant agreements that had a material effect on the program
 - c. Known or likely questioned costs
- D. The audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 10.9 Consultant 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.
- 10.10 Expenses incurred by Consultant to provide for the performance of an audit to satisfy said requirements are an allowable Agreement cost. Consultant is responsible for ensuring that the appropriate portion of audit costs are included with its total executed Agreement funds.
- 10.11 Consultant 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 Consultant's fiscal year.

11. CONFIDENTIALITY

Consultant 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:

- 11.1 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.
- 11.2 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.
- 11.3 Consultant 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.
- 11.4 Consultant, as an agent of Stanislaus County, shall adhere to the privacy and security safeguards contained in EXHIBIT D called Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the County of Stanislaus, Community Services Agency.

12. NONDISCRIMINATION

- 12.1 During the performance of this Agreement, Consultant 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. Consultant 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. Consultant 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 Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 12.3 Consultant shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

13. ASSIGNMENT

- 13.1 This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant 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 Consultant 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 Manager
P.O. Box 42
Modesto, CA 95353

To Consultant: Aspiranet
Attention: Vernon Brown, Executive Director
400 Oyster Point Blvd, Suite 501
South San Francisco, CA 94080

16. CONFLICTS

Consultant 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. 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.

20. 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.

21. 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.

22. GENERAL ACCOUNTABILITY

- 22.1 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.
- 22.2 In the event of any State hearings, cash grant award or lawsuit award resulting from Consultant's failure to perform as required by this Agreement, Consultant shall make reimbursement to the damaged party.
- 22.3 Additional costs to County for maintaining any portion of the Agreement as a result of Consultant'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.

23. CODE OF ETHICS

Consultant shall uphold the following Code of Ethics:

- Professional Conduct: Employees of Consultant will abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Consultant will also abide by specific codes of ethics prescribed by the professional organizations that set standards for their profession.
- Quality of Service: Employees of Consultant 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 Consultant will conduct all activities with respect and courtesy for participants.
- Propriety: Employees of Consultant will not make use of their position or relationship with clients for personal gain.
- Positive Representation: Employees of Consultant will not behave in any manner that will bring discredit to his/her professional status and reputation or to the program.

24. STATE ENERGY CONSERVATION PLAN

Consultant 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).

25. 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 Agreement including those covered by copyright.

26. CONVICTION OF CRIME

26.1 Consultant 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 assigned to provide services under this Agreement, when such information becomes known to Consultant.

26.2 Consultant 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.

26.3 Consultant shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1 through 11165.6. Consultant 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.

27. MATCHING FUNDS

These funds are not available for matching unless certified by County.

28. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

28.1 County and Consultant recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this paragraph, Consultant will be referred to as the "prospective recipient".

28.2 This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

A. The prospective recipient of Federal assistance funds certifies by entering this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

B. The prospective recipient of funds agrees by entering this Agreement, that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Federal department or agency with which this transaction originated.

- C. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.
- D. The prospective recipient shall provide immediate written notice to County if at any time prospective recipient learns that its certification in paragraph 28, of this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The prospective recipient further agrees that by entering this Agreement, it will include a clause identical to paragraph 28 of this Agreement and titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- F. The certification in paragraph 28 of this Agreement is a material representation of fact upon which County placed reliance when this transaction was entered into.

29. COMPLIANCE WITH FALSE CLAIMS ACT

- 29.1 Consultant shall notify County immediately upon discovery of any employee of Consultant, any subcontractor, agent or other persons providing services, on behalf of Consultant who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Consultant, any subcontractor, agent or other persons providing services on behalf of Consultant, who is placed on the Medi-Cal Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at www.medi-cal.ca.gov.
- 29.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Consultant shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Consultant the policies and procedures related to the Federal and State False Claims Act. Consultant agrees that it has received a copy of the False Health Care Claims Policy approved by the Stanislaus County Board of Supervisors on May 8, 2007 and that it and its employees, subcontractors, agents and other persons providing services on behalf of Consultant will adhere to these policies and procedures.

30. MISCELLANEOUS REQUIREMENTS

- 30.1 During the period of this Agreement, Consultant agrees to:
 - A. Maintain a tobacco free environment on Consultant's property, including outside areas.
 - B. Refuse to accept any direct funds from tobacco industry sources, including event sponsorships and in-kind donations.
 - C. Provide information to its staff on smoking cessation and the dangers of secondhand smoke.
 - D. Provide healthy food and snack options when meals or foods are provided during the course of program operations.

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

APPROVED AS TO CONTENT:

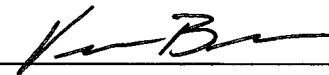
**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY**

By: 
Christine C. Applegate

Title: Director

Dated: 6/30/09

ASPIRANET

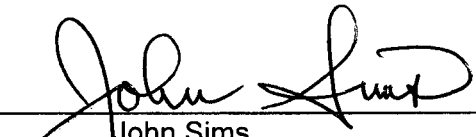
By: 

Title: CEO

Dated: 6/19/09

Tax Payer Identification Number:
94-2442955

CHILDREN AND FAMILIES COMMISSION


By: 
John Sims

Title: Executive Director

Dated: 6/30/09

**COUNTY OF STANISLAUS
PURCHASING DEPARTMENT**

JUL 09 2009

By: 

Title: Purchasing Agent

Dated: _____

**APPROVED AS TO FORM:
COUNTY COUNSEL
JOHN P. DOERING**

By: 

Title: Deputy County Counsel

Dated: 6/15/09

COUNTY OF STANISLAUS

Approved per BOS Item #: 2009-381

Dated: 6/9/09

**ASPIRANET
AGREEMENT TO PROVIDE
FAMILY RESOURCE CENTERS AND SERVICES
JULY 1, 2009 THROUGH JUNE 30, 2012**

I. SCOPE OF WORK

A. Consultant shall provide the following services at the Family Resource Center located at 352 E. Olive Ave, Suite A, Turlock, CA to residents of Stanislaus County as follows:

1. See EXHIBIT C, Stanislaus County Outcomes And Results Reporting Sheet (SCOARRS) for outline of services to be performed by Consultant, which is hereby incorporated by reference and made a part thereof.
2. Consultant shall actively recruit and engage community members and consumers of services as participants in planning and implementing this Agreement.
3. Family Resource Center shall be open at least four (4) hours per day five (5) days per week and closed no more than 13 days in a twelve (12) month period for traditional and legal holidays

B. Outcomes

Consultant shall meet the following Outcomes during the term of this Agreement:

1. See EXHIBIT C, SCOARRS for outline of Planned Outcomes.
2. Consultant shall establish an Internal Monitoring Plan to monitor and meet the outcomes set forth in this Agreement.

II. COMPENSATION

Consultant shall be compensated for the services provided under this Agreement as follows:

A. Costs:

1. The maximum amount of this Agreement for the period July 1, 2009 through June 30, 2012 shall not exceed \$808,005. The maximum amount per fiscal year is as follows:

July 1, 2009 through June 30, 2010 shall not exceed \$269,335
July 1, 2010 through June 30, 2011 shall not exceed \$269,335
July 1, 2011 through June 30, 2012 shall not exceed \$269,335

2. This is a cost reimbursement Agreement. The costs attendant to the provision of service are described in EXHIBIT B which is hereby incorporated by reference and made a part hereof. Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, or as the budget is thereafter amended or obligated.

3. Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, or as the budget is thereafter amended or obligated.
 4. Consultant shall provide a minimum of \$6,512 In-Kind contribution, as detailed in EXHIBIT B – Consultant’s Budget.
- B. Consultant shall make no charge to the recipient and shall collect no share of cost.
- C. This Agreement shall be effective July 1, 2009 through June 30, 2012.
- D. Consultant agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Consultant costs, both indirect and direct, relative to this Agreement.
- E. Costs must conform with Federal costs regulation: OMB Circular A-87, A Guide for State and Local Government Agencies, 48 CFR, Part 31, Subpart 31.2 (for profit agencies), and OMB Circular A-122 (for nonprofit agencies). All equipment purchased by Consultant must be depreciated in accordance with 45 CFR 95.705. 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 agreement/program. County reserves the right to physically reclaim any/all such property at the conclusion of the Agreement in accordance with 45 Code of Federal Regulations, Part 74, Administration of Grants.
- F. Any equipment, materials, supplies, or property of any kind purchased for or financed from funds provided under this Agreement, excepting any funds received for indirect expense pursuant to the budget document attached as EXHIBIT B, having useful life of three (3) years or greater, and a value in excess of One Thousand Dollars (\$1,000.00) shall be defined as an inventory item. All inventory items not fully consumed in the work described herein shall be the property of the County at the termination of this Agreement unless the County, at its sole discretion, makes an alternative disposition. Consultant shall annually prepare a written report of all inventory items and submit the report to the County. Consultant shall also file an inventory report with the County within ten (10) days after termination this Agreement. Final disposition of all inventory items shall be in accordance with written instructions from the County. Consultant is responsible for proper maintenance of inventory items and is responsible for all damage except for normal wear and tear.
- G. County shall not be required to purchase any definite amount of services nor does County guarantee to Consultant any minimum amount of funds or hours.
- H. Billings:
1. Consultant shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for **July 2009 through April 2010 services. Billings for the service month of May and June 2010 are as follows:**

May 2010 is due June 10, 2010
June 2010 is due July 8, 2010

2. Consultant shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for **July 2010 through April 2011 services. Billings for the service month of May and June 2011 are as follows:**

**May 2011 is due June 9, 2011
June 2011 is due July 7, 2011**

3. Consultant shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for **July 2011 through April 2012 services. Billings for the service month of May and June 2012 are as follows:**

**May 2012 is due June 7, 2012
June 2012 is due July 5, 2012**

Billing requirements are subject to change and the Consultant will be notified in writing.

4. Billings will be submitted to:

Stanislaus County Children and Families Commission
Attention: Accounts Payable
930 15th Street
Modesto, CA 95354
(209) 558-4109

5. Supporting documentation shall accompany each invoice: copies of employee time studies/time cards documenting actual time dedicated to these Agreement services, supporting payroll and fringe benefit journals, copies receipts/invoices of all Consultant operational costs billed to this Agreement. In addition, Consultant will submit a monthly report, in a County specified format, indicating client populations, clients' age and services rendered.

I. **Payments:**

1. If the conditions set forth in this Agreement are met County shall pay, on or before the thirtieth (30th) day of each month following the month of billing, the sum of money claimed by the approved billings, (less any credit due County for adjustments of prior billing.) If the conditions are not met, County shall pay when the necessary processing is completed.
2. County will not pay for unauthorized services rendered by Consultant nor for the claimed services which County monitoring shows have not been provided as authorized.
3. Payment for travel must be in accordance with County Travel Policy located at <http://www.co.stanislaus.ca.us/BOS/Agenda/2004/20040615/B10.pdf>
4. County retains the right to withhold payment on disputed claims.

5. Final payment under Agreement may be held until a termination audit is completed or until receipt of Consultant's annual narrative report. Final payment may be adjusted if Contractor has not met their annual In-Kind Match.

III. REPORTING:

In addition to monthly invoice Consultant, shall submit reports or other data as required by County including, but not limited to:

A. MONTHLY

1. Monthly Program Statistical Reports – Consultant will submit the Program Statistical Report as specified in EXHIBIT E, which is incorporated by this reference, by the 30th day of the following month via email to CSAReport@stancounty.com.
2. Differential Response Client Data Sheet (DR Client Data Sheet) – Consultant shall submit a DR Client Data Sheet as specified in EXHIBIT F, which is incorporated by this reference, within twenty (20) days following the end of the service month via email to DR Client Data@stancounty.com.

B. QUARTERLY

1. SCOARRS – Consultant will submit the SCOARRS, EXHIBIT C, by the last business day of the following month. Receipt of the report is required in order to make payment to Consultant. The County will provide the Consultant with the forms via e-mail.
2. Proposition 10 Evaluation Data System (PEDS) data entry is due by the last business day of the following month.
3. Quarterly - Year to date In-Kind Report – A line item summary of actual expenditures and In-Kind Match.

C. Annual Reporting – Due within thirty (30) days of the end of the Program/Agreement Year as follows:

1. Program Narrative/Annual Report - Consultant shall submit to Commission Program Evaluator and Program Monitor an annual report in the format provided by the County by August 2010, 2011, and 2012 (deadline to be provided).
2. Annual SCOARRS – Consultant shall submit an annual SCOARRS which will include year to date outcomes for the annual period.

D. Customer Satisfaction Survey

1. Consultant shall develop and conduct a customer satisfaction survey during the second and fourth quarters of the Fiscal Year. Consultant will compile and report survey results by the last business day of the following month after Quarter 2 and Quarter 4.

2. Consultant will develop and conduct an employee satisfaction survey annually. Survey results are to be reported in the program's annual report described in Section D1.
- E. Consultant shall submit all reporting via email to the following (except DR Case Counts and Monthly Statistical Reporting):
- CSAReport@stancounty.com
 Kirsten Jasek-Rysdahl, Program Evaluator-rysdahlk@stancounty.com
 Dan Rosas, Program Monitor/Public Relations Specialist -rosasd@stancounty.com
- F. County will notify Consultant of any form and/or submittal procedure changes.

IV. EVALUATION AND MONITORING:

- A. Consultant shall collect data/information to report in annual report in the following areas:
1. Leveraging
 2. Linkages/collaboration
 3. Best practices/evidence-based practices
 4. Cultural proficiency
 5. Community feedback
 6. Evaluation capacity
 7. Response to prior evaluation recommendations
 8. Agreement compliance issues
 9. Financial management
 10. Outcomes/results
- B. Consultant shall participate in site visits with County representative twice yearly. Consultant shall also meet periodically with a County representative upon the reasonable request of the County to discuss, review, and evaluate program activities.
- C. At County's option, Consultant may be required to file regular and/or special reports to document performance under this Agreement.
- D. Consultant agrees to provide the necessary documentation to verify performance under this Agreement.
- E. Consultant shall have a representative attend all Commission's Quarterly Contractor Meetings.
- F. Consultant shall participate in an activity and/or assessment regarding collaboration efforts and outcomes.
- G. Consultant shall develop a sustainability plan and submit the plan to the County on or before Friday, October 30, 2009.

EXHIBIT B

ASPIRANET
AGREEMENT TO PROVIDE
FAMILY RESOURCE CENTERS AND SERVICES
JULY 1, 2009 THROUGH JUNE 30, 2012

<u>BUDGET CATEGORY</u>	<u>AGREEMENT FUNDS</u>	<u>IN-KIND*</u>	<u>TOTAL</u>
1. Personnel Services			
a) Salaries	\$459,183		\$459,183
b) Fringe Benefits	\$ 91,836		\$ 91,836
Total Personnel	\$551,019		\$551,019
2. Operating Expenses	\$171,705		\$171,705
3. Indirect	\$ 85,282		\$ 82,282
11.8% of Total Cost			
TOTAL:	\$808,006	\$6,513	\$814,519

*Category to be determined

EXHIBIT B

ASPIRANET
 AGREEMENT BUDGET
 FAMILY RESOURCE CENTERS AND SERVICES
 JULY 1, 2009 THROUGH JUNE 30, 2010

<u>BUDGET CATEGORY</u>	<u>AGREEMENT FUNDS</u>	<u>IN-KIND*</u>	<u>TOTAL</u>
1. Personnel Services			
a) Salaries	\$153,061		\$153,061
b) Fringe Benefits	\$ 30,612		\$ 30,612
Total Personnel	\$183,673		\$183,673
2. Operating Expenses	\$ 57,235		\$ 57,235
3. Indirect	\$ 28,427		\$ 28,428
11.8% of Total Cost			
TOTAL:	\$269,335	\$2,171	\$271,506

*Category to be determined

EXHIBIT B

ASPIRANET
 AGREEMENT BUDGET
 FAMILY RESOURCE CENTERS AND SERVICES
 JULY 1, 2010 THROUGH JUNE 30, 2011

<u>BUDGET CATEGORY</u>	<u>AGREEMENT FUNDS</u>	<u>IN-KIND*</u>	<u>TOTAL</u>
1. Personnel Services			
a) Salaries	\$153,061		\$153,061
b) Fringe Benefits	\$ 30,612		\$ 30,612
Total Personnel	\$183,673		\$183,673
2. Operating Expenses	\$ 57,235		\$ 57,235
3. Indirect	\$ 28,427		\$ 28,427
11.8% of Total Cost			
TOTAL:	\$269,335	\$2,171	\$271,506

*Category to be determined

EXHIBIT B

ASPIRANET
 AGREEMENT BUDGET
 FAMILY RESOURCE CENTERS AND SERVICES
 JULY 1, 2011 THROUGH JUNE 30, 2012

<u>BUDGET CATEGORY</u>	<u>AGREEMENT FUNDS</u>	<u>IN-KIND*</u>	<u>TOTAL</u>
1. Personnel Services			
a) Salaries	\$153,061		\$153,061
b) Fringe Benefits	\$ 30,612		\$ 30,612
Total Personnel	\$183,673		\$183,673
2. Operating Expenses	\$ 57,235		\$ 57,235
3. Indirect	\$ 28,427		\$ 28,427
11.8% of Total Cost			
TOTAL:	\$269,335	\$2,171	\$271,506

*Category to be determined



Stanislaus County Outcomes And Results Reporting Sheet (SCOARRS)



Date: _____
 Agency: AspiraNet
 Program Name: Turlock FRC Services

Prepared by: _____
 Phone Number: _____
 Email: _____

Reporting for Quarter:

- 1st Quarter
- 2nd Quarter
- 3rd Quarter
- 4th Quarter

PLANNED OUTCOMES	STRATEGIES/MILESTONES	INDICATORS-CURRENT QUARTER (PROGRESS)	INDICATORS-CUMULATIVE (PROGRESS)	INDICATORS-CUMULATIVE CALCULATED	NARRATIVE (ONLY IF NEEDED & SPECIFIC TO THE INDICATOR)
1. Decreased occurrence and recurrence of child abuse and neglect through Family Support	1. FRC Staff will provide strength based assessments (SBA) to caregivers of referred DR children. 60 % of the referred DR children will have caregivers who receive a SBA.	a. <input type="text"/> # of referred DR children	a. <input type="text"/> # of referred DR children	$b / \text{■} = \text{□} \%$ of the referred DR children have caregivers who received a SBA	
	2. FRC Staff will provide referrals, resources, or support services to caregivers of referred DR children. 70% of the referred DR children will have caregivers who receive referrals, resources, or support services	b. <input type="text"/> # of DR children whose caregivers are assessed (includes those who receive short-term or ongoing case management)	b. <input type="text"/> # of DR children whose caregivers are assessed (includes those who receive short-term or ongoing case management)		$(c + b) / \text{■} = \text{□} \%$ of the referred DR children have caregivers who received referrals, resources, or support services
	3. FRC Staff will provide ongoing case management (3 months or more within the FY) to the caregivers of referred DR children. 40% of the referred DR children will have caregivers who receive ongoing case management.	c. <input type="text"/> # of DR children whose caregivers are provided referrals, resources, or support services (but are not assessed)	c. <input type="text"/> # of DR children whose caregivers are provided referrals, resources, or support services (but are not assessed)	$d / \text{■} = \text{□} \%$ of the referred DR children have caregivers who received ongoing case management	To be completed 4 th quarter

<p>4. FRC Staff will provide strength based assessments to the caregivers of children 0-5 (DR & non-DR).</p> <p>60% of the children 0-5 will have caregivers who receive a SBA.</p>	<p>e. <input type="text"/> # of Non-DR children 0-5 (all non-DR children 0-5 receiving any Prop 10 services)</p>	<p>e. <input type="text"/> # of Non-DR children 0-5 (all non-DR children 0-5 receiving any Prop 10 services)</p>	<p>$(f + h) / (e + g) = \text{input} \%$</p> <p>of the children 0-5 have caregivers who received a SBA</p>	
	<p>f. <input type="text"/> # of Non-DR children 0-5 whose caregivers are assessed</p>	<p>f. <input type="text"/> # of Non-DR children 0-5 whose caregivers are assessed</p>		
	<p>g. <input type="text"/> # of referred DR children 0-5</p>	<p>g. <input type="text"/> # of referred DR children 0-5</p>		
	<p>h. <input type="text"/> # of DR children 0-5 whose caregivers are assessed</p>	<p>h. <input type="text"/> # of DR children 0-5 whose caregivers are assessed</p>		
<p>5. FRC Staff will provide referrals or resources to the caregivers of children 0-5 (DR & non-DR).</p> <p>80% of the children 0-5 will have caregivers who receive referrals, resources, or support services.</p>	<p>i. <input type="text"/> # of Non-DR children 0-5 whose caregivers are provided referrals or resources (but are not assessed)</p>	<p>i. <input type="text"/> # of Non-DR children 0-5 whose caregivers are provided referrals or resources (but are not assessed)</p>	<p>$(i + j) + (f + h) / (e + g) = \text{input} \%$</p> <p>of the children 0-5 have caregivers who received referrals or resources</p>	
	<p>j. <input type="text"/> # of DR children 0-5 whose caregivers are provided referrals or resources (but are not assessed)</p>	<p>j. <input type="text"/> # of DR children 0-5 whose caregivers are provided referrals or resources (but are not assessed)</p>		
<p>6. FRC Staff will provide ongoing case management (3 months or more within the FY) to the caregivers of children 0-5 (DR & non-DR).</p> <p>40% of the children 0-5 will have caregivers who receive ongoing case management.</p>	<p>k. <input type="text"/> # of Non-DR children 0-5 whose caregivers are provided ongoing case management (assessed and 3 months of CM during the FY)</p>	<p>k. <input type="text"/> # of Non-DR children 0-5 whose caregivers are provided ongoing case management (assessed and 3 months of CM during the FY)</p>	<p>$(k + l) / (e + g) = \text{input} \%$</p> <p>of the children 0-5 have caregivers who received ongoing case management</p>	To be completed 4 th quarter
	<p>l. <input type="text"/> # of DR children 0-5 whose caregivers are provided ongoing case management (assessed and 3 months of CM during the FY)</p>	<p>l. <input type="text"/> # of DR children 0-5 whose caregivers are provided ongoing case management (assessed and 3 months of CM during the FY)</p>		

2. Increased parenting knowledge, skills, and support	<p>1. FRC Staff will provide parenting education or support groups and measure the increase in knowledge/skills through a survey or pre/post test.</p> <p>60% of the children 0-5 have caregivers who attended parent ed or support groups and took pre/post tests or surveys</p> <p>75% of the children 0-5 will have caregivers who took a pre/post test or survey and indicated an increase in parenting knowledge or skills after attending parenting education or support groups.</p>	m. <input type="text"/> # of children 0-5 whose caregiver attended parent ed or support groups (assessed or not assessed)	m. <input type="text"/> # of children 0-5 whose caregiver attended parent ed or support groups (assessed or not assessed)	$n / m = \text{input} \%$ of children 0-5 whose caregiver attended parent ed or support groups and took pre/post tests or a survey	
		n. <input type="text"/> # of children 0-5 whose caregiver attended parent ed or support groups and took pre/post tests or a survey	n. <input type="text"/> # of children 0-5 whose caregiver attended parent ed or support groups and took pre/post tests or a survey		
		o. <input type="text"/> # of children 0-5 whose caregivers took a pre/post test or survey and indicated an increase in knowledge or skills	o. <input type="text"/> # of children 0-5 whose caregivers took a pre/post test or survey and indicated an increase in knowledge or skills	$o / n = \text{input} \%$ of children 0-5 whose caregivers took a pre/post test or survey and indicated an increase in parenting knowledge or skills after attending parenting education or support groups.	
		p. <input type="text"/> Total # of DR children whose caregivers attended parent ed or support groups (assessed or not assessed)	p. <input type="text"/> Total # of DR children whose caregivers attended parent ed or support groups (assessed or not assessed)		
3. Caregivers are identified and linked to mental health services	<p>1. FRC Staff will provide a valid depression screening to caregivers of children 0-5 (DR & Non-DR) who are given a SBA.</p> <p>60% of the children 0-5 who are assessed will have caregivers who received depression screenings.</p>	q. <input type="text"/> # of Non-DR children 0-5 whose caregivers were screened for depression	q. <input type="text"/> # of Non-DR children 0-5 whose caregivers were screened for depression	$(q + r) / (q + r) = \text{input} \%$ of the children 0-5 whose families were assessed have caregivers who received depression screenings.	
		r. <input type="text"/> # of DR children 0-5 whose caregivers were screened for depression	r. <input type="text"/> # of DR children 0-5 whose caregivers were screened for depression		
	<p>2. FRC staff will provide mental health referrals for caregivers of children 0-5 who scores 21 or above on the Burns depression screening (or who indicates a need for services).</p> <p>90% of the children whose caregivers indicate a need will receive a referral.</p>	s. <input type="text"/> # of children 0-5 whose caregivers scored 21 or above (or who indicated a need for services)	s. <input type="text"/> # of children 0-5 whose caregivers scored 21 or above (or who indicated a need for services)	$t / s = \text{input} \%$ of the children 0-5 whose caregivers indicated a need, received a referral for mental health services	
		t. <input type="text"/> # of children 0-5 whose caregivers were referred for mental health services	t. <input type="text"/> # of children 0-5 whose caregivers were referred for mental health services		

4. Early identification of and referral for developmental delays and social-emotional problems of children 0-5	1. FRC Staff will provide children 0-5 whose caregiver are assessed with developmental screenings using the Ages & Stages Questionnaire (ASQ) 55% of the children 0-5 whose families are assessed will receive developmental screenings	u. <input type="text"/> # of Non-DR children 0-5 whose families were assessed and received a developmental screening	u. <input type="text"/> # of Non-DR children 0-5 whose families were assessed and received a developmental screening	$(u + v) / (u + v) = \text{input} \%$ of the children 0-5 whose families were assessed received developmental screenings	
		v. <input type="text"/> # of DR children 0-5 whose families were assessed and received a developmental screening	v. <input type="text"/> # of DR children 0-5 whose families were assessed and received a developmental screening		
	2. FRC Staff will provide referrals for children 0-5 who fall below the indicator line in any of the developmental areas of the ASQ. 90% of the children who indicate this need will be referred.	w. <input type="text"/> # of children 0-5 who scored below the indicator line in a developmental area of the ASQ	w. <input type="text"/> # of children 0-5 who scored below the indicator line in a developmental area of the ASQ	$x / w = \text{input} \%$ of the children 0-5 who indicated a need, were referred for further developmental assessment	
		x. <input type="text"/> # of children 0-5 who were referred as a result of scoring below the indicator line in a result area	x. <input type="text"/> # of children 0-5 who were referred as a result of scoring below the indicator line in a result area		
5. Families understand the importance of participating in their children's development and education	1. FRC Staff will disseminate SR information to children 0-5 and their caregivers. Caregivers will indicate understanding the importance of their participation as evidenced by a survey. 80% of children 0-5 served will have caregivers who indicate an understanding of the importance of caregiver education participation.	y. <input type="text"/> # of children 0-5 whose caregivers received school readiness information	y. <input type="text"/> # of children 0-5 whose caregivers received school readiness information	$z / y = \text{input} \%$ of the children 0-5 whose families received school readiness information have caregivers who understand the importance of participating in their children's education	
		z. <input type="text"/> # of children 0-5 whose caregivers indicated an understanding of the importance of caregiver education participation	z. <input type="text"/> # of children 0-5 whose caregivers indicated an understanding of the importance of caregiver education participation		

6. Children 0-5 have health insurance and a health care provider

1. FRC Staff will assist families in obtaining health insurance, and with the enrollment of children 0-5 into a health insurance program within 90 days of intake.
 85% of the children 0-5 who did not have health insurance when entering the program received assistance in obtaining health insurance
 80% of the assessed children 0-5 who did not have health insurance will be enrolled in a health insurance program within 90 days of intake.

aa. # of children 0-5 without health insurance at time of intake

bb. # of children 0-5 who did not have health insurance at intake and have completed an application for health insurance

cc. # of children 0-5 without health insurance whose caregiver received a SBA

dd. # of assessed children 0-5 without health insurance are enrolled in a health insurance program within 90 days

aa. # of children 0-5 without health insurance at time of intake

bb. # of children 0-5 who did not have health insurance at intake and have completed an application for health insurance

cc. # of children 0-5 without health insurance whose caregiver received a SBA

dd. # of assessed children 0-5 without health insurance are enrolled in a health insurance program within 90 days

bb / aa = % of the children 0-5 who did not have health insurance when entering the program received assistance in obtaining health insurance

dd / cc = % of the assessed children 0-5 who did not have health insurance enrolled in a health insurance program within 90 days

More Information

Additional Supporting Narrative (Only if Needed):

General Feedback, Comments or Suggestions (Only if Needed):

Resources (Staff, Funding, Materials, etc.):

Resource Changes (Only if Needed):

Activities & Services:

Activities & Services Changes (Only if Needed):

**MEDI-CAL DATA PRIVACY AND SECURITY
AGREEMENT BETWEEN
The California Department of Health Care Services
and the County of Stanislaus, Community Services Agency.**

PREAMBLE

The California Department of Health Care Services (DHCS) and the County of Stanislaus, Community Services Agency enter into this Medi-Cal Data Privacy and Security Agreement ("Agreement") in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII).

DHCS receives federal funding to administer the Medi-Cal program. DHCS provides funding to the County Department in exchange for the County Department's assistance in administering the Medi-Cal program.

This Agreement covers the County of Stanislaus, Community Services Agency workers that assist in the administration of the Medi-Cal program; and access, use, or disclose Medi-Cal PII. For the purpose of this Agreement, the following terms mean:

1. "Assist in the Administration of the Medi-Cal Program" is performing an administrative function on behalf of Medi-Cal, such as determining eligibility or case managing IHSS (In-Home Supportive Services) clients; and
2. "Medi-Cal PII" is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining Medi-Cal eligibility or conducting IHSS operations, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.

AGREEMENTS

NOW THEREFORE, DHCS and the County Department mutually agree as follows:

I. PRIVACY AND CONFIDENTIALITY

- A. County Department workers covered by this Agreement ("County Workers") may use or disclose Medi-Cal PII only to perform functions, activities or services directly related to the administration of the Medi-Cal program in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq, or as required by law. For example, County Workers performing eligibility determinations may generally only use or disclose Medi-Cal PII to

determine eligibility for individuals applying for Medi-Cal. County Workers assisting in the administration of In-Home Supportive Services (IHSS) program may generally use or disclose Medi-Cal PII only to perform administrative functions essential to the operation of the IHSS program. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. No County Worker shall duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Agreement.

- B. Access to Medi-Cal PII shall be restricted to only County Workers who need the Medi-Cal PII to perform their official duties in connection with the administration of the Medi-Cal program.
- C. County Workers who access, disclose or use Medi-Cal PII in a manner of for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

II. EMPLOYEE TRAINING AND DISCIPLINE

The County Department agrees to advise County Workers who have access to Medi-Cal PII of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the County Department shall:

- A. Train and use reasonable measures to ensure compliance with the requirements of this Agreement by County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII; and take corrective action against such County Workers who intentionally violate any provisions of this Agreement, up to and including by termination of employment. In complying with this requirement, the County Department agrees to:
 - 1. Provide privacy and security awareness training to each new County Worker within 30 days of employment and thereafter provide ongoing reminders of the privacy and security safeguards in this Agreement to all County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII.
 - 2. Maintain records indicating each County Worker's name and the date on which the initial privacy and security awareness training was completed.
 - 3. Retain training records for inspection for a period of three years after completion of the training.

III. MANAGEMENT OVERSIGHT AND MONITORING

The County Department agrees to:

- A. Establish and maintain ongoing management oversight and quality assurance for monitoring workforce compliance with the privacy and security safeguards in this Agreement when using or disclosing Medi-Cal PII.
- B. Ensure that ongoing management oversight includes periodic self-assessments and randomly sampling work activity by County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. DHCS shall provide the County Department with information on MEDS usage indicating any anomalies for investigation and follow-up.
- C. Ensure that these management oversight and monitoring activities are performed by County Workers whose job functions are separate from those who use or disclose Medi-Cal PII as part of their routine duties.

IV. CONFIDENTIALITY STATEMENT

The County Department agrees to ensure that all County Workers who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII sign a confidentiality statement. The statement shall include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement shall be signed by the County Worker prior to access to Medi-Cal PII.

V. PHYSICAL SECURITY

The County Department shall ensure that Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. The County Department agrees to safeguard Medi-Cal PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of County Department facilities where County Workers assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. The County Department shall ensure that these secure areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or access authorization; and access to premises is by official identification.
- B. Ensure that there are security guards or a monitored alarm system with or without security cameras 24 hours a day, 7 days a week at County Department facilities and leased facilities where a large volume of Medi-Cal PII is stored.
- C. Issue County Workers who assist in the administration of the Medi-Cal program identification badges and require County Workers to wear these badges at County Department facilities where Medi-Cal PII is stored or used.
- D. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices in facilities which are multi-use,

meaning that there are County Department and non-County Department functions in one building in work areas that are not securely segregated from each other. The County Department shall have policies which indicate that County Workers are not to leave records with Medi-Cal PII unattended at any time in vehicles or airplanes and not to check such records in baggage on commercial airplanes.

- E. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing Medi-Cal PII.

VI. COMPUTER SECURITY SAFEGUARDS

The County Department agrees to comply with the general computer security safeguards, system security controls, and audit controls in this section.

General Computer Security Safeguards

In order to comply with the following general computer security safeguards, the County Department agrees to:

- A. Encrypt portable computer devices, such as laptops and notebook computers that process and/or store Medi-Cal PII, with a solution using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution. One source of recommended solutions is specified on the California Strategic Sourced Initiative (CSSI) located at the following link: www.pd.dgs.ca.gov/masters/EncryptionSoftware.html. The County Department shall use an encryption solution that is full-disk unless otherwise approved by DHCS.
- B. Encrypt workstations where Medi-Cal PII is stored using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- C. Ensure that only the minimum necessary amount of Medi-Cal PII is downloaded to a laptop or hard drive when absolutely necessary for current business purposes.
- D. Encrypt all electronic files that contain Medi-Cal PII when the file is stored on any removable media type device (i.e. USB thumb drives, floppies, CD/DVD, etc.) using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- E. Ensure that all emails sent outside the County Department's e-mail environment that include Medi-Cal PII are sent via an encrypted method using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- F. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have a commercial third-party anti-virus software solution and are updated when a new anti-virus definition/software release is available.

- G. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have current security patches applied and up-to-date.
- H. Ensure that all Medi-Cal PII is wiped from systems when the data is no longer legally required. The County Department shall ensure that the wipe method conforms to Department of Defense standards for data destruction.
- I. Ensure that any remote access to Medi-Cal PII is established over an encrypted session protocol using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI. The County Department shall ensure that all remote access is limited to minimum necessary and least privilege principles.

System Security Controls

In order to comply with the following system security controls, the County Department agrees to:

- J. Ensure that all County Department systems containing Medi-Cal PII provide an automatic timeout after no more than 20 minutes of inactivity.
- K. Ensure that all County Department systems containing Medi-Cal PII display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User shall be directed to log off the system if they do not agree with these requirements.
- L. Ensure that all County Department systems containing Medi-Cal PII log successes and failures of user authentication and authorizations granted. The system shall log all data changes and system accesses conducted by all users (including all levels of users, system administrators, developers, and auditors). The system shall have the capability to record data access for specified users when requested by authorized management personnel. A log of all system changes shall be maintained and be available for review by authorized management personnel.
- M. Ensure that all County Department systems containing Medi-Cal PII use role based access controls for all user authentication, enforcing the principle of least privilege.
- N. Ensure that all County Department data transmissions over networks outside of the County's control are encrypted end-to-end using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI, when transmitting Medi-Cal PII. The County Department shall encrypt Medi-Cal PII at the minimum of 128 bit AES or 3DES (Triple DES) if AES is unavailable.

- O. Ensure that all County Department systems that are accessible via the Internet or store Medi-Cal PII actively use either a comprehensive third-party real-time host based intrusion detection and prevention program or be protected at the perimeter by a network based IDS/IPS solution.

Audit Controls

In order to comply with the following audit controls, the County Department agrees to:

- P. Ensure that all County Department systems processing and/or storing Medi-Cal PII have at least an annual system security review. The County Department review shall include administrative and technical vulnerability assessments.
- Q. Ensure that all County Department systems processing and/or storing Medi-Cal PII have an automated audit trail, which includes the initiator of the request, along with a time and date stamp for each access. These logs shall be read-only and maintained for a period of at least three (3) years. There shall be a routine procedure in place to review system logs for unauthorized access. The County Department shall investigate anomalies identified by interviewing County Workers and witnesses and taking corrective action, including by disciplining County Workers, when necessary.
- R. Maintain an automated audit trail record identifying either the individual worker or the system process that initiated a request for information from the Social Security Administration (SSA) for its systems, such as IEVS. Individual audit trail records shall contain the data needed to associate each query transaction to its initiator and relevant business purpose (that is, the client record for which SSA data was accessed) and each transaction shall be time and date stamped. Access to the audit file shall be restricted to authorized users with a need to know and the audit file data shall be unalterable (read only) and maintained for a minimum of three years.
- S. Investigate anomalies in MEDS usage identified by DHCS and report conclusions of such investigations and remediation to DHCS.
- T. Exercise management control and oversight, in conjunction with DHCS, of the function of authorizing individual user access to SSA data and MEDS and over the process of issuing and maintaining access control numbers and passwords.
- U. Ensure that all County Department systems processing and/or storing Medi-Cal PII have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

VII. PAPER DOCUMENT CONTROLS

In order to comply with the following paper document controls, the County Department agrees to:

- A. Dispose of Medi-Cal PII in paper form through confidential means, such as cross cut shredding and pulverizing.
- B. Not remove Medi-Cal PII from the premises of the County Department except for identified routine business purposes or with express written permission of DHCS.
- C. Not leave faxes containing Medi-Cal PII unattended and keep fax machines in secure areas. The County Department shall ensure that faxes contain a confidentiality statement notifying persons receiving faxes in error to destroy them. County Workers shall verify fax numbers with the intended recipient before sending.
- D. Use a secure, bonded courier with signature of receipt when sending large volumes of Medi-Cal PII. The County Department shall ensure that disks and other transportable media sent through the mail are encrypted using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

VIII. NOTIFICATION AND INVESTIGATION OF BREACHES

The County Department agrees to:

- A. Notify DHCS immediately by telephone call or e-mail upon the discovery of a breach of security of Medi-Cal PII in computerized form if the PII was, or is reasonably believed to have been, acquired by an unauthorized person; or within 24 hours by telephone call or e-mail of discovery of any other suspected security incident, intrusion, loss or unauthorized use or disclosure of PII in violation of this Agreement or the law. The County Department shall submit the notification to the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PII, the County Department shall notify DHCS by calling the DHCS ITSD Help Desk.

<p>DHCS Privacy Officer Privacy Officer c/o: Office of Legal Services Department of Health Care Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413</p> <p>Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646</p>	<p>DHCS Information Security Officer Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413</p> <p>Email: iso@dhcs.ca.gov Telephone: ITSD Help Desk (916) 440-7000 (800) 579-0874</p>
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- B. Ensure that the initial notification includes contact and component information; a description of the breach or loss with scope, numbers of files or records, type of equipment or media, approximate time and location of breach or loss; description of how the data was physically stored, contained, or packaged (e.g. password protected, encrypted, locked briefcase, etc.); whether any individuals or external organizations have been contacted; and whether any other reports have been filed.
- C. Take prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment.
- D. Investigate the breach and produce a written breach report within ten working days of the incident, detailing what data elements were involved; a description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PII; a description of where PII is believed to have been improperly transmitted, sent, or used; a description of the probable causes of the breach; a detailed corrective action plan including measures that were taken to halt and/or contain the breach. The County Department shall submit the breach report to the DHCS Privacy Officer and Information Security Officer.
- E. Notify individuals of the breach or unauthorized use or disclosure of Medi-Cal PII maintained by the County Department when notification is required under state or federal law. The County Department shall obtain the approval of the DHCS Privacy Officer for the time, manner and content of any such required notifications. County Department shall be responsible for the cost of such notification to the extent that such breach or unauthorized use or disclosure is due to the negligence or intentional misconduct of County Department. To the extent such breach or unauthorized use or disclosure is due to the negligence or intentional misconduct of DHCS, DHCS shall be responsible for notifying individuals and the County Department shall not be responsible for any costs of notification. If there is any question as to whether DHCS or the County Department is responsible for the breach, DHCS shall issue the notice and DHCS and the County Department shall subsequently determine responsibility for purposes of allocating the costs of such notices.

IX. COMPLIANCE WITH SSA AGREEMENT

The County Department agrees to comply with substantive privacy and security requirements in the Agreement between the Social Security Administration and DHCS, known as the 1137 Agreement, which is appended to and hereby incorporated into this Agreement (Exhibit A). The specific sections of the 1137 Agreement which contain substantive privacy and security requirements which are to be complied with by County Department are as follows: XI. Procedures for Security; XII. Safeguarding and Reporting Responsibilities for Personally Identifiable Information (PII); XIII. Procedures for Records Usage, Duplication, and Redisclosure Restrictions; and Attachment C, Information System Security Guidelines for Federal, State and Local Agencies Receiving Electronic Information from the Social Security Administration. If there is any conflict between a privacy and security standard in these sections of the 1137 Agreement and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means that standard which provides the greatest protection to data.

X. COMPLIANCE BY COUNTY DEPARTMENT AGENTS

The County Department shall require that any agents, including subcontractors, which assist the County Department in its Medi-Cal functions and to which the County Department provides PII, agree to the same privacy and security safeguards as are contained in this Agreement; and to incorporate, when applicable, the relevant provisions of this Agreement into each subcontract or sub-award to such agents or subcontractors.

XI. ASSESSMENTS AND REVIEWS

In order to enforce this Agreement and ensure compliance with its provisions, the County Department agrees to allow DHCS to inspect the facilities, systems, books and records of the County Department, with reasonable notice from DHCS, in order to perform assessments and reviews. Such inspections shall be scheduled at times that take into account the operational and staffing demands of the county. The County Department agrees to promptly remedy any violation of any provision of this Agreement and certify the same to the DHCS Privacy Officer and Information Security Officer in writing, or to enter into a written corrective action plan with DHCS containing deadlines for achieving compliance with specific provisions of this Agreement.

XII. DEADLINE FOR SUBSTANTIAL COMPLIANCE

- A. The County Department shall be in substantial compliance with this Agreement by no later than July 1, 2010.
- B. If, at any time, the county is unable to meet the security and privacy requirements imposed in this Agreement in the manner specified therein due to a lack of funding;

DHCS will work with the county to develop a Corrective Action Plan which can be implemented within the resources provided by the state for this purpose and which is intended to substantially meet those security and privacy requirements even if such requirements are met utilizing alternative or different methods than those specified in this Agreement.

- C. DHCS shall monitor corrective action plans which County Department develops to remediate gaps in security compliance under this Agreement and reassess compliance.

XIII. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations by the County Department of the privacy or security of Medi-Cal PII, or federal or state laws or agreements concerning privacy or security of Medi-Cal PII, the County Department shall make all reasonable effort to make itself and any subcontractors, agents, and County Workers assisting in the administration of the Medi-Cal program and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses. DHCS shall also make all reasonable efforts to make itself and any subcontractors, agents, and employees available to County Department at no cost to County Department to testify as witnesses, in the event of litigation or administrative proceedings involving the County Department based upon claimed violations by DHCS of the privacy or security of Medi-Cal PII, or state or federal laws or agreements concerning privacy or security of Medi-Cal PII.

TYPE YOUR AGENCY NAME HERE MONTHLY OUTCOME REPORT
 OFFICE OF CHILD ABUSE PREVENTION SERVICE PROVISION REPORT
 MONTH ENDING: _____
 FUNDING SOURCE: CAPIT CCF CBCAP PSSF

CUSTOMER CENTERED SERVICES*	NUMBER OF CUSTOMERS SERVED						
	CHILDREN				Adults (19 years - older)		FAMILIES
	Ages 0-5		Ages 6-18		without disabilities	with disabilities	
	without disabilities	with disabilities	without disabilities	with disabilities			
Family Resource Center							
Home Visitation							
Information & Referral							
Parent Education and Support							
Parenting Program (Classes)							
Totals	Children 0-5 w/o disabilities	Children 0-5 with disabilities	Children 6-18 w/o disabilities	Children 6-18 with disabilities	Adults w/o disabilities	Adults with disabilities	Families
AGENCY CENTERED ACTIVITIES	NUMBER OF PARTICIPANTS						
	Parents (Consumer of Services)	County Agency Staff	Private Nonprofit Staff	Child Abuse Council Staff	Other (Specify)		
State of Regional Training							
Peer Review							
Evaluation / Research							
Other (Specify)							

FUNDING SOURCE:
 CAPIT - CHILD ABUSE PREVENTION, INTERVENTION AND TREATMENT
 CCF - COUNTY CHILDREN'S FUND
 CBCAP - COMMUNITY BASED CHILD ABUSE PREVENTION
 PSSF - PROMOTING SAFE AND STABLE FAMILIES

TYPE YOUR AGENCY NAME HERE

MONTHLY AGE, LANGUAGE AND ETHNICITY REPORT

FUNDING SOURCE*

CAPIT CCF CBCAP PSSF StanWORKs CFC

PROGRAM NAME _____
 SERVICE MONTH _____
 INVOICE DATE _____

Customers Receiving Services					
0-5 Years		6-18 Years		Adults (19 yr - older)	
without disabilities	with disabilities	without disabilities	with disabilities	without disabilities	with disabilities
DO NOT WRITE BELOW THIS LINE					
0	0	0	0	0	0
TOTALS					

** Use appropriate code listed below:

- Code Ethnic Origin**
 WH White non-Hispanic
 HS Hispanic
 BL Black non-hispanic
 A Asian
 NA Native America
 O Other

- Code* Funding Source**
 CAPIT Child Abuse Prevention
 CCF County Children's Fund
 PSSF Promoting Safe and Stable Families
 CBCAP Community Based Child Abuse Prevention

