

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

DEPT: Chief Executive Office

BOARD AGENDA # 9:05 a.m.

Urgent

Routine

AGENDA DATE September 14, 2010

CEO Concurs with Recommendation YES NO

(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Public Hearing to Consider the Adoption of Recommended Final Budget for Fiscal Year 2010-2011 and Related Actions. This Public Hearing May be Continued to the Following Days if Needed: September 15, 2010, at 9:00 a.m. and September 16, 2010, at 9:00 a.m.

STAFF RECOMMENDATIONS:

1. Accept the Recommended Final Budget for Fiscal Year 2010-2011 from the Chief Executive Officer.
2. Conduct the scheduled Public Hearing at 9:05 a.m. on September 14, 2010, September 15, 2010, and September 16, 2010 at 9:00 a.m., if necessary, to receive public comment and input on the proposed spending plan.

(Continued on Page 2)

FISCAL IMPACT:

The Recommended Final Budget for Fiscal Year 2010-2011 totals \$918,752,492 and reflects a decrease of approximately 4.1 percent for all funds as compared to the 2009-2010 Adopted Final Budget of \$958,046,525. The General Fund totals \$237,011,466 which is down 5.2 percent from the 2009-2010 Adopted Final Budget of \$249,898,038.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2010-572

On motion of Supervisor Chiesa, Seconded by Supervisor Monteith

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Monteith, DeMartini, and Chairman Grover

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.

STAFF RECOMMENDATIONS: (Continued)

3. Direct and approve any changes the Board of Supervisors choose to make to the Recommended Final Budget; and then adopt the Recommended Final Budget for 2010-2011.
4. Authorize the Chief Executive Officer and the Auditor-Controller to make the necessary technical adjustments to implement the adopted Final Budget.
5. Direct the Chief Executive Officer and the Auditor-Controller to prepare the Adopted Final Budget document in accordance with State law and submit it to the State Controller prior to December 1, 2010.
6. Amend the Salary and Position Allocation Resolution to reflect the recommended changes in the Recommended Final Budget Addendum, (as outlined in the Staffing Impacts section of this report and detailed in Attachment "A") to be effective with the start of the first pay period beginning after September 25, 2010.
7. Approve the reduction-in-force of one filled full-time position in the General Services Agency effective October 12, 2010, and one filled full-time position in the Public Works Department effective November 6, 2010.
8. Approve contracts and/or agreements listed on Attachment "B" in cumulative amounts of \$100,000 or greater as of July 1, 2003.
9. Approve increasing the Teeter Plan Assigned (alternate method of tax apportionment) fund balance by \$6,710,876 to mitigate the impact of future increases to the Teeter Receivable.
10. Approve decreasing two assignments:
 - The Debt Service assignment by \$829,459 and re-assign to Contingencies, leaving an adequate remaining balance to cover the current debt service obligation; and
 - The Assigned Carryover Appropriations for funds 100, 105, and 107 by \$797,907, which represents the changes in the carryover requests from the prior fiscal year.
11. Approve establishing two new assignments:
 - \$4,879,112 to 75% Carryover Appropriations in fund 100 to carry forward from Fiscal Year 2009-2010 to 2010-2011 75% of any unused net county cost; and
 - \$15,643,578 to assist with the balancing of the 2010-2011 Recommended Final Budget.
12. Authorize the Chief Executive Officer to transfer the operation and control of animal services fixed assets estimated not to exceed \$300,000 from the County to the new Stanislaus Animal Services Joint Powers Agency with the provision that reversionary rights and net proceeds of any future sale of those fixed assets along with any surplus items will be returned to the County as detailed in Attachment "D".
13. Authorize the Chief Executive Officer to negotiate a Lease Agreement with the Stanislaus Animal Services Joint Powers Agency for the vehicles.

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FISCAL IMPACT: (Continued)

General Fund

The General Fund Recommended Final Budget for Fiscal Year 2010-2011 is \$237,011,466, an increase of \$21,070 from the 2010-2011 Adopted Proposed Budget, but down from 2009-2010 by \$12,886,572. The recommended increase in the General Fund is due to several factors. As part of the 2009-2010 Mid-Year Financial Report, the Board of Supervisors approved a budget balancing strategy for Fiscal Year 2010-2011 that allowed General Fund departments to carry over 75% of net county cost savings at year-end, June 30, 2010. Departments that achieved savings in appropriations were able to carry forward 75% of their net county cost savings as part of the year-end close. Net county cost savings that resulted from an increase in departmental revenue fell into General Fund fund balance at year-end close. It is now recommended that savings from increased departmental revenue be included as an increase in departments' Recommended Final Budget appropriations. As a result, the Agricultural Commissioner, Assessor, Parks, Planning, and Treasurer-Tax Collector are requesting to increase appropriations to reflect their 2009-2010 net county cost savings that was a result of additional departmental revenue received in Fiscal Year 2009-2010. These appropriation increases are almost entirely offset by a decrease in the Chief Executive Office – General Fund Contribution to Other Programs budget to primarily account for a decrease in the funding received from the interest earnings from the Tobacco Securitization Fund which is passed on to the Health Services Agency to address its past cash deficit.

The General Fund is used to pay for core services such as public safety, parks and recreation, planning and community development, justice administration, tax assessment and collection, and a host of other vital services. The revenue used to pay for these services comes primarily from local taxes such as property tax and sales tax, franchise fees, charges for services, and a variety of other discretionary sources. Included in the General Fund is the Debt Service budget that provides funding for annual County debt obligations of approximately \$10.4 million.

Special Revenue Funds

The Recommended Final Budget for Special Revenue Funds for Fiscal Year 2010-2011 is \$517,969,743, an increase of \$5,385,463, from the 2010-2011 Adopted Proposed Budget. The recommended increase in the Special Revenue fund is primarily due to increased funding for the Alliance Worknet, Area Agency on Aging, and Planning's Special Revenue Grants. Alliance Worknet is receiving additional funding of nearly \$2.9 million reflecting increased Federal grant awards, including American Recovery and Reinvestment Act (ARRA) funds, among others. The Planning and Community Development Department is receiving additional funding for its Community Development Block Grant programs in the amount of approximately \$1.5 million. The increased funding for Area Agency on Aging is reflective of the transfer of the Multipurpose Senior Services Program (MSSP) from the Community Services Agency.

Special Revenue Funds are a fund type used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specific purposes. Special Revenue Funds account for over half of Stanislaus County's budget. Some of the larger special revenue funds

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include Behavioral Health and Recovery Services, Community Services Agency, Alliance Worknet, Child Support Services, Environmental Resources, Public Works and a variety of other grant programs.

Capital Projects Funds

The Recommended Final Budget for the Capital Projects Funds for Fiscal Year 2010-2011 is \$6,198,593, with no change from the 2010-2011 Adopted Proposed Budget.

The County's Redevelopment Agency (RDA), RDA Housing Set-Aside, the Courthouse Construction Fund, and the Criminal Justice Facilities Fund are the budgets that are currently in the Capital Projects Fund type category. This fund type is typically used to account for financial resources that are used for the acquisition or construction of major capital facilities or to provide facilities for County departments.

Enterprise Funds

The Recommended Final Budget for Enterprise Funds for Fiscal Year 2010-2011 is \$74,019,445, an increase of \$30,000 from the 2010-2011 Adopted Proposed Budget. The recommended increase will be used to fund unanticipated costs related to negotiating a long-term solar project agreement at the Fink Road Landfill and is funded from retained earnings.

Enterprise Funds are set up for specific services that are funded directly by fees charged for goods or services. County Enterprise Funds include the Health Services Agency Clinics and Ancillary Services, the Waste-to-Energy Plant, the Geer Road and Fink Road Landfills, Stanislaus Regional Transit and Sheriff Jail Commissary/Inmate Welfare.

Internal Service Funds

The 2010-2011 Recommended Final Budget for the Internal Service Funds is \$83,553,245, an increase of \$925,000 from the 2010-2011 Adopted Proposed Budget. The recommended increase is in the Public Works – Morgan Shop Budget and will be used to purchase six heavy duty alternative fuel vehicles, which will be funded by revenue from the Congestion Mitigation and Air Quality Improvement Program (CMAQ).

Internal Service Funds are used for areas where goods or services are provided to other County departments or governments on a cost-reimbursement basis. Examples of Internal Service Funds are the County's Strategic Business Technology Department (SBT), Central Services, Fleet Services and a variety of County self-insurance funds such as Workers' Compensation.

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The following table depicts the adjustments by fund type:

Fund Type	Adopted Final Budget 2009-2010	Adopted Proposed Budget 2010-2011	Recommended Final Budget 2010-2011	Percent Difference Adopted Final Budget 2009-2010 to Recommended Final Budget 2010-2011	Percent Difference Adopted Proposed Budget 2010-2011 to Recommended Final Budget 2010-2011
General Fund	\$ 249,898,038	\$ 236,990,396	\$ 237,011,466	-5.2%	0.0%
Special Revenue Fund	\$ 538,068,160	\$ 512,584,280	\$ 517,969,743	-3.7%	1.1%
Capital Projects Fund	\$ 7,514,489	\$ 6,198,593	\$ 6,198,593	-17.5%	0.0%
Enterprise Fund	\$ 81,455,466	\$ 73,989,445	\$ 74,019,445	-9.1%	0.0%
Internal Service Fund	\$ 81,110,372	\$ 82,628,245	\$ 83,553,245	3.0%	1.1%
Total	\$ 958,046,525	\$ 912,390,959	\$ 918,752,492	-4.1%	0.70%

DISCUSSION:

Adopted Proposed Budget

The Fiscal Year 2010-2011 Adopted Proposed Budget totaled \$912,390,959 and was balanced with department and discretionary revenue and the use of one-time fund balance/retained earnings including the use of an estimated \$5.2 million in General Fund fund balance from Fiscal Year 2009-2010 and \$8 million from Other Designations. The County's 30-month strategy, which began in Mid-Year 2009-2010, continued to be implemented in Fiscal Year 2010-2011. This strategy included a 9% or \$9.3 million reduction in the General Fund revenue allocation to all departments receiving a General Fund contribution and no additional department funding for costs beyond a department's control, such as negotiated salary increases, increased health insurance costs, and retirement increases for the 2010-2011 Fiscal Year. General Fund departments were also given the opportunity to carry over 75% of the departments' 2009-2010 unused net county cost to cover 2010-2011 and 2011-2012 expenses.

2009-2010 General Fund Year-End Fund Balance

On August 31, 2010, the Board of Supervisors approved a Revised Fund Balance Policy that changed the categories of Fund Balance classifications in accordance with Government Accounting Standards Board (GASB) statement #54, and authorized the Chief Executive Office to assign fund balance amounts to be used for specific purposes. The following recommendations reflect this change.

The 2009-2010 unassigned year-end General Fund fund balance, totaled \$19.7 million, a \$7.8 million decrease to the \$27.5 million beginning balance.

The Fiscal Year 2010-2011 Adopted Proposed Budget was balanced using \$5.2 million in unassigned fund balance. Taking into account a projected decrease in discretionary revenue, the Recommended Final Budget is balanced using an additional \$2.4 million of unassigned fund balance, with a total use of \$7.6 million to balance the budget, with a remaining fund balance of \$12.1 million available.

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The primary uses of the remaining fund balance for the Recommended Final Budget for Fiscal Year 2010-2011 includes \$6.7 million for the Teeter Receivable; \$4.9 million for 75% year-end carry forward; and a reduction in the Auditor-Controller carryover for year-end encumbrances adding additional fund balance of \$860,000. The remaining unassigned fund balance of \$1.3 million would be available for additional post closing entries for the year ending June 30, 2010.

2009-2010 Year End Carryover Appropriations

Additional year-end carry forward of \$340,728 from increased departmental revenue, included in the Recommended Final Budget for Fiscal Year 2010-2011, will increase the 2009-2010 75% General Fund year-end carry forward from \$4.9 million to \$5.2 million. A number of departments will use the year-end carry forward in Fiscal Year 2010-2011 for salaries and benefits; while other departments may use the carryover in Budget Year 2011-2012 as part of an overall budget balancing strategy. The following chart reflects the total General Fund 75% year-end carryover appropriations:

<u>2009-2010 75% GENERAL FUND CARRYOVER APPROPRIATIONS</u>	
GENERAL FUND DEPARTMENT	Amount
Area Agency on Aging - Veterans' Services	\$ 4,688
Agricultural Commissioner	\$ 459,096
Assessor	\$ 127,643
Auditor-Controller	\$ 48,297
Board of Supervisors	\$ 36,489
Chief Executive Office - Office of Emergency Services/Fire Warden	\$ 296,270
Chief Executive Office - Operations & Services	\$ 867,155
Chief Executive Office - Risk Management Division	\$ 18,675
County Counsel	\$ 171,638
District Attorney	\$ 100,000
District Attorney - Special Projects	\$ 256,397
General Services Agency - Purchasing	\$ 51,685
Grand Jury	\$ 5,366
Parks and Recreation	\$ 163,517
Planning and Community Development	\$ 74,475
Probation - Field Services	\$ 341,872
Probation - Institutions	\$ 242,208
Probation Administration	\$ 545,627
Sheriff - Court Security	\$ 26,305
Sheriff - Detention	\$ 465,808
Sheriff - Operations	\$ 669,799
Treasurer-Tax Collector	\$ 256,211
TOTAL GENERAL FUND	\$ 5,229,221

Recommended Final Budget

Discretionary Revenue

Revenue available to fund programs at the Board of Supervisors' discretion is referred to as Discretionary Revenue. The majority of discretionary revenue supports funding for public safety and criminal justice services for the Sheriff, Probation, District Attorney and Public Defender as well as government-related services such as the Chief Executive Office, Assessor and the Agriculture Commissioner Department. Health and Human Services departments use discretionary revenue to support maintenance of effort requirements for leveraging additional revenue for Federal and State supported programs.

Discretionary revenue was estimated at \$146,408,000 in the 2010-2011 Adopted Proposed Budget, is now estimated at \$143,908,000 for the Recommended Final Budget. Unfortunately, a further reduction in discretionary revenue is recommended in the Final Budget Addendum. Several sources of revenue have been reduced to account for this \$2.5 million reduction. The Adopted Proposed Budget included estimates for property taxes and property tax in lieu of vehicle license fees (VLF) based on a 3% decrease in assessed property values compared to the values on the roll at the beginning of Fiscal Year 2009-2010. Since that time it has been determined that values decreased overall by 4.67%, resulting in a decrease in discretionary revenue of approximately \$1.7 million. Penalties on delinquent taxes are estimated to decrease by \$925,000 as a result of an increase in prompt payment of taxes. Estimates on interest earnings have been reduced by \$230,000 in accordance with current economic indicators. Finally, the Fiscal Year 2009-2010 interest earnings posted to the Tobacco Endowment funds were under the projections stated in the Adopted Proposed Budget. The Public Safety Sales Tax (Prop 172) is anticipated to experience a moderate increase of approximately \$800,000 based on recent sales trends.

It is now recommended that changes be made to discretionary revenue as outlined in the following chart. Ongoing analysis will be conducted throughout the upcoming months and, if necessary adjustments will be recommended during the 2010-2011 Mid-Year Financial Report. Additional one-time funding from fund balance is recommended to absorb this reduction in discretionary revenue.

Discretionary Revenue Description	Adopted Proposed Budget 2010-2011	Recommended Final Budget 2010-2011	Difference
Property Taxes	\$ 40,508,000	\$ 40,090,000	\$ (418,000)
Property Tax In-lieu of VLF	46,562,000	45,292,000	(1,270,000)
Sales & Use Tax (Including In-lieu)	14,762,000	14,762,000	-
Public Safety Sales Tax (Prop 172)	28,000,000	28,800,000	800,000
Penalties on Delinquent Taxes	7,350,000	6,425,000	(925,000)
Interest Earnings	2,430,000	2,200,000	(230,000)
Miscellaneous Revenue Categories	6,796,000	6,339,000	(457,000)
Total	\$ 146,408,000	\$ 143,908,000	\$ (2,500,000)

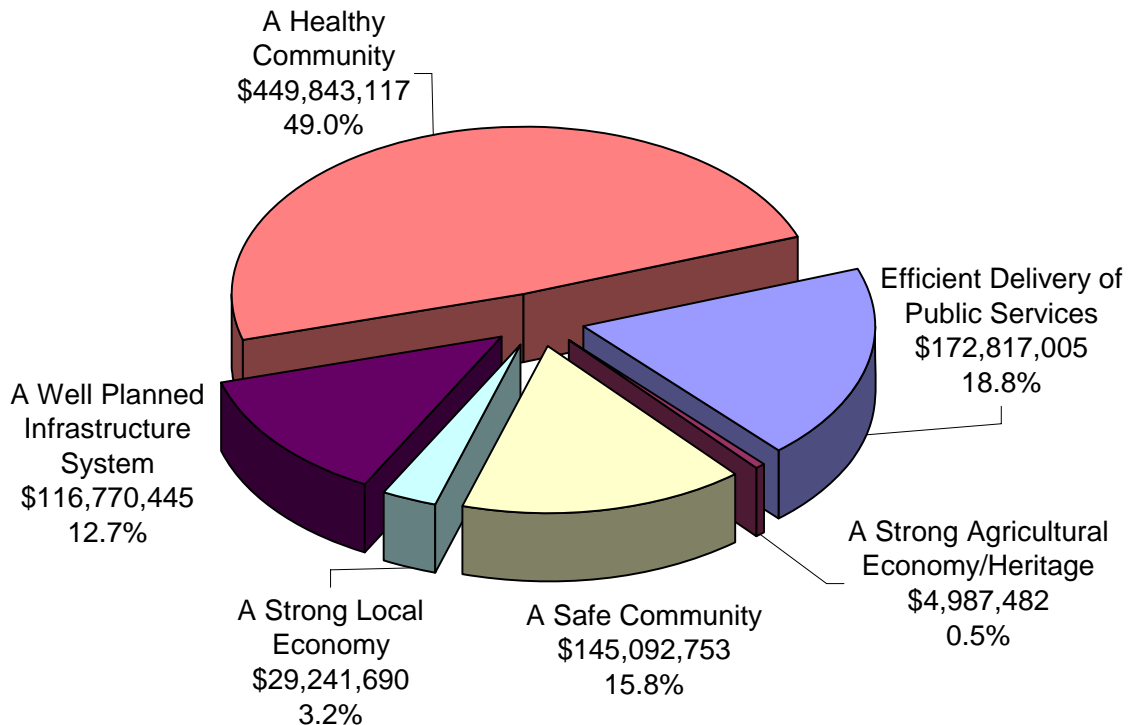
Recommended Final Budget Adjustments by Priority

The Recommended Final Budget for Fiscal Year 2010-2011 maintains the cautionary approach of the Adopted Proposed Budget. In recognition of the severe and on-going fiscal uncertainty, Department Heads limited requests for additional funding in the Recommended Final Budget. Given the failure of the Legislature to adopt a State Budget within the timeframe prescribed by the California Constitution, and the magnitude of the challenges still facing the State, the County remains concerned that some of the greatest funding challenges related to Fiscal Year 2010-2011 year may still be ahead.

This Recommended Final Budget Addendum, after approved by the Board of Supervisors on September 14, 2010 (and September 15 and 16 if necessary), will be combined with the Adopted Proposed Budget, adopted on June 8, 2010, into one Adopted Final Budget document that will be submitted to the State Controller's Office by the December 1, 2010 deadline.

The following chart reflects the total recommended expenditures by priority area:

**Recommended Final Budget Fiscal Year 2010-2011 Expenditures
by Board Priority**



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A Safe Community

CEO-OES/Fire Warden, CEO-Capital Projects, CEO-County Operations, District Attorney, Grand Jury, Integrated Criminal Justice Information System, Probation, Public Defender and Sheriff

Recommendations in this priority include increased appropriations and revenue of \$1,533 for the Chief Executive Office-Office of Emergency Services to reallocate previously approved Emergency Services Public Facility Fees (PFF) to fund a Voice-Over Internet Protocol (VoIP) project.

An overall increase in appropriations and revenue of \$25,000 is recommended for the Probation-Field Services as a result of additional grant funding from the Sierra Health Foundation's Girl's Juvenile Justice Initiative to perform a community needs assessment.

It is recommended to increase appropriations \$40,000 for the Public Defender to fund an investigator and an expert witness for a one-time Habeus Corpus (accused have the right to see proof of the charges against them) case to be reimbursed by the State. Also recommended is a decrease in appropriations of \$9,381 as the Department exceeded its net county cost in Fiscal Year 2009-2010. As a result, it is recommended to increase appropriations by \$30,619 and revenue by \$40,000 for the Public Defender.

A Healthy Community

Area Agency on Aging/Veterans' Services, Behavioral Health and Recovery Services, Child Support Services, Children and Families Commission, Community Services Agency, and Health Services Agency

Recommendations in this priority include increased appropriations and revenue of \$791,860 for the Area Agency on Aging (AAA). Funding of \$771,300 is recommended to support the transfer of Multipurpose Senior Services Program (MSSP) from the Community Services Agency (CSA) to the AAA, and \$20,560 of one-time State funding is recommended to enroll seniors throughout Stanislaus County in Medicare Part D.

An overall increase in appropriations and revenue of \$210,673 is recommended for the Health Services Agency Indigent Health Care Program (IHCP) Emergency Medical Services Fund for physicians and hospitals for uncompensated emergency services to be funded from departmental fund balance savings from Maddy Funds dedicated for these purposes.

A Strong Local Economy

Alliance Worknet, CEO-Economic Development Bank and Library

An overall increase in appropriations and revenue of \$2,877,059 is recommended for the Alliance Worknet as a result of additional Federal grant funding to provide vocational training, on-the-job

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training, paid internships and supportive services to eligible youth, adults, dislocated workers and seniors.

A Strong Agricultural Economy/Heritage

Agricultural Commissioner and Cooperative Extension

An overall increase in appropriations of \$98,468 is recommended for the Agricultural Commissioner as a result of net county cost savings from increased departmental revenue from Fiscal Year 2009-2010 funded from General Fund unassigned fund balance. The additional appropriations will be used to mitigate any shortfall in Budget Year 2011-2012.

A Well Planned Infrastructure System

Environmental Resources, Parks and Recreation, Planning and Community Development and Public Works

Recommendations in this priority include increased appropriations of \$30,000 for Environmental Resources to fund unanticipated costs related to negotiating a long-term solar project agreement paid for by the Fink Road Landfill enterprise fund retained earnings.

An overall increase in appropriations of \$29,352 is recommended for Parks and Recreation as a result of net county cost savings from increased departmental revenue from Fiscal Year 2009-2010 funded from General Fund unassigned fund balance. The additional appropriations will be used to fund salaries in Fiscal Year 2010-2011.

An overall increase in appropriations of \$33,475 is recommended for Planning and Community Development as a result of net county cost savings from increased departmental revenue from Fiscal Year 2009-2010 funded from General Fund unassigned fund balance. The additional appropriations will be used to fund salaries in Fiscal Year 2010-2011.

It is recommended to increase Planning and Community Development Special Revenue Grants appropriations \$1,505,871 and revenue of \$1,014,290, resulting in the use of \$491,581 of assigned departmental fund balance, part of a technical adjustment to reconcile accounts in various Community Development Block Grant (CDBG) programs.

It is also recommended to increase Public Works Morgan Shop appropriations \$925,000 and revenue \$1,375,995 for the purchase of heavy duty alternate energy vehicles that will be funded through the Congestion Mitigation and Air Quality Improvement Program (CMAQ). This will result in a decrease in the use of \$450,995 departmental fund balance, as the Department was notified the project will be completely funded through CMAQ.

As a result of the consolidation of office staff at the Morgan Road location the reduction-in-force of one filled Administrative Clerk II position is recommended in the Public Works Roads and Bridges Division.

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Efficient Delivery of Public Services

Assessor, Auditor-Controller, Board of Supervisors, Chief Executive Office, Clerk-Recorder, County Counsel, General Services Agency, Strategic Business Technology and Treasurer-Tax Collector

Recommendations in this priority area include increased appropriations of \$101,403 for the Assessor as a result of net county cost savings from increased departmental revenue from Fiscal Year 2009-2010 funded from General Fund unassigned fund balance. The additional appropriations will be used mitigate any shortfall in Budget Year 2011-2012.

An overall decrease in appropriations of \$386,191 is recommended for the Chief Executive Office-General Fund Contribution to Other Programs. Of the total amount, it is recommended to decrease appropriations \$386,818 for the Health Services Agency Deficit repayment to the Tobacco Endowment Fund, and an increase of \$627 for the Local Agency Formation Commission (LAFCO) for the increased County Match obligation to provide a one-half share of LAFCO's operating expenses.

It is recommended to increase appropriations of \$87,411 for the Treasurer-Administration /Taxes as a result of net county cost savings from increased departmental revenue from Fiscal Year 2009-2010 funded from General Fund unassigned fund balance. The additional appropriations will be used to mitigate any shortfall in Budget Year 2011-2012.

A reduction-in-force of one filled Manager IV position is also recommended in the General Services Agency - Facilities Maintenance Division due to a reorganization of the Division.

Role of Government in Addressing Future Fiscal Challenges

Local government as it has existed in years past is no longer sustainable. The challenge in the weeks, months, and years ahead is to restructure Stanislaus County government. This will require a major paradigm shift in the way the public views the role of County government, and the way County government views its role to meet its first responsibility which is to serve the needs of the community given available resources and funding.

This shift will likely result in County government finding better ways to do what government has been doing, and to move forward as best as it can meeting the day to day demands that have become so great. This will require the County to prioritize the services provided and then become even more efficient in delivering the services that the County is still able to offer. This will also require the leaders in County government to find ways to help the workforce adjust to a changing work environment with increased demands for service.

Stanislaus County developed a 30-month budget strategy beginning Mid-Year 2009-2010 to provide time for the organization to restructure to allow for the alignment of revenue and expenditures given the significant reductions in revenue available to the County. It is clear that the challenges to the County will continue well beyond the initial 30-month period. Unfortunately, there is no relief to the fiscal challenges on the immediate horizon. In fact, initial projections for

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the 2011-2012 Budget Year appear even more daunting than those faced this year. The 2011-2012 budget reductions will focus largely on the preservation of core and mandated services. Unfortunately, our losses in services and staffing will continue to mount during at least the next two budget cycles. The impact on families and lives that have depended on County services or County employment is significant.

The County continues to identify solutions and strategies that will allow the County to maintain a balanced budget while preserving the programs most critical to the community. This will undoubtedly include instituting strategic budget targets for Budget Year 2011-2012. The Chief Executive Office Senior Leadership Team has commenced discussions with Department Heads to explore the development of a General Fund Targeted Reduction Strategy based on core assumptions. These include no retirement mitigation, increased workers' compensation charges, a 5% salary deduction, relatively flat discretionary revenue projections and limited one-time funding. Below is a highlight of the major challenges anticipated in Budget Year 2011-2012.

Significant Challenges Remain in Budget Year 2011-2012

Retirement

One of the County's most significant exposures is the employee pension program, administered by the Stanislaus County Employees Retirement Association (StanCERA). The program, which boasted a 100% funded ratio as late as 2002, has been rocked by the financial markets and changes in actuarial assumptions and now reflects a 71% funded ratio. This has created a significant unfunded liability for the participating agencies, the largest of which is Stanislaus County. The initial 2011-2012 budget projections reflect an estimated increase of \$14.6 million in retirement costs to the County's General Fund.

The County is beginning to implement a new tier of retirement benefits for unrepresented employees hired after January 2011. Any savings from the implementation of a new tier will be realized in future years.

Health and Human Services

In-Home Supportive Services

Significant exposures exist in the In-Home Supportive Services (IHSS) program. The IHSS program continues to grow in size and cost, while available dollars to fund the program are shrinking. The County does not have the discretion to discontinue the program, nor can the County reduce services to eligible customers per program regulations. The County's Adopted Proposed Budget does not fully fund the IHSS individual provider wages for 2010-2011, leaving a remaining County General Fund exposure of up to \$1.3 million. The existing labor agreement for the IHSS individual providers will expire on September 30, 2010, and the County is currently working with the labor union to resolve this funding crisis. Further, the enhanced American Recovery and Reinvestment Act (ARRA) Federal Medicaid Assistance Percentage (FMAP) funding will end effective June 30, 2011, resulting in an additional \$2 million exposure in this program. The County will continue to monitor Federal/State Budget activity and report back to

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the Board with any specific changes to program services and/or funding for 2011-2012 and beyond.

Indigent Healthcare Program

At the current level of funding, the Health Services Agency will be challenged to maintain its current level of services to qualified Medically Indigent Adults (MIA) and meet the County's mandated Welfare and Institutions (W&I) Code, Section 17000 requirements. MIA services are mandated regardless of funding levels. Although the Adopted Proposed Budget for Fiscal Year 2010-2011 is balanced, the program is anticipating a shortfall of up to \$2.3 million as a result of increased utilization and changes pertaining to patient liability. In a continued effort to operate as efficiently as possible, the Health Services Agency is performing a Cost of Living Study to assess the appropriate level of patient financial responsibility for medical services provided under the MIA program. In addition, the Department will continue to seek cost-saving ideas and further reductions to total expenditures while continuing to meet the medical needs of the program beneficiaries. Staff will return to the Board of Supervisors with additional recommendations for this program prior to the Mid-Year Financial Report.

Health Insurance

The County is currently in negotiations with all labor organizations to establish a new agreement for health insurance benefits to be effective January 1, 2011. Negotiations have focused on developing solutions to address ongoing cost increases in health insurance programs.

Unemployment

On July 22, 2010, President Obama signed Federal legislation authorizing further access to Federal unemployment extension benefits. The new legislation has allowed EDD to resume automatically filing the next level of extension claim for eligible unemployed workers once they run out of their regular State unemployment benefits or one of the four tiers of Federal extension benefits. November 30, 2010 is now the new deadline for starting any next tier of Federal extension benefits available. But the new legislation did not provide any additional benefits to the current maximum of up to 99 weeks of unemployment benefits. EDD will be closely monitoring any developments on a new bill introduced in Congress that could add an additional tier of extension benefits to the maximum of 99 weeks.

The impact locally will be significant as a result of the extension of unemployment benefits and the costs incurred.

State Budget Impacts

It is September, and again this year, the State of California budget stalemate continues. Senate and Assembly Democrats have rejected the Governor's May revision, formulated independent plans on the Senate and Assembly sides, and then have come together with a unified party proposal. The major elements of the current proposal consist of an increase in personal income taxes, an increase in the Vehicle License Fee and a decrease in a State sales tax. Democratic

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party leaders say their proposal would result in a net savings for taxpayers as a result of Federal income tax deductions. The nonpartisan Legislative Analyst's Office (LAO) says the proposal will be an increase. On August 31, 2010, the last day of the Legislature's regular session, votes were taken on the plans, and both failed to pass.

The Governor has stated "no new taxes" and that he won't sign a budget without pension reform. Democratic party leaders say the Governor should deal with pension reform through negotiations with unions. Republican leaders continue to offer major program cuts with "no new taxes" contrary to Democratic leadership.

Current budget proposals appear to be short by \$4 to \$5 billion and the 2011-2012 State Budget is expected to be just as bad if not worse.

Retirement Incentive Program

On April 6, 2010 the Board of Supervisors approved as part of a series of labor cost reduction strategies, two-year agreements with labor groups that included a Voluntary Separation/Retirement Incentive Program for Fiscal Year 2010-2011. The goal of the Voluntary Separation/Retirement Incentive Program was to reduce the number of filled positions subject to reduction-in-force in the next two years, reducing the County's liability for unemployment insurance benefits. The Voluntary Separation/Retirement Incentive Program authorized a termination payment of \$1,000 per year of full-time County service, up to a maximum of \$25,000 to qualified employees, with the cost of the benefit funded through department appropriations.

In April 2010, eighty-seven (87) employees requested to participate in the Voluntary Separation/Retirement Incentive program, of which fifty-five (55) employees were approved by Department Heads and the Chief Executive Officer to participate. Seven (7) of the employees approved for the program chose to rescind their participation. In July 2010 forty-eight (48) employees participating in the Voluntary Separation/Retirement Incentive program left County service saving twenty-six (26) current reduction-in-force impacted employees.

The total program cost including FICA/Medicare expense was approximately \$1.0 million with a total of \$929,000 paid out to employees. The estimated savings in position deletions was \$2.25 million and the cost avoidance in unemployment insurance costs is projected at \$230,178, based on 26 weeks of unemployment benefits.

Transfer of County Assets to the Stanislaus Animal Services Joint Powers Agency

The Joint Powers Agreement establishing the Stanislaus Animal Services Agency ("Agreement") took effect October 27, 2009. The Department of Animal Services has been operating as Stanislaus Animal Services Joint Powers Agency since that date. The Agency was formed between the County and five cities (Modesto, Ceres, Hughson, Patterson and Waterford) in Stanislaus County, all of whom are members. The Agency Board began meeting in early 2010 and meets quarterly to address operational matters. The purpose of this joint powers agency is to pick up and impound animals and establish animal control programs, including the authority to maintain, regulate and govern a public animal shelter.

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According to Government Code section 6504(a), the Agency may agree to accept as contributions from their members' treasuries to carry out the purpose of the Agreement. Additionally, the Agreement permits Stanislaus Animal Services Joint Powers Agency to accept contributions from any public instrumentality of the State. The County intends to contribute to the Stanislaus Animal Services Joint Powers Agency's property assets, which are in the County's General Fund pursuant to Government Code 25802. The itemized list of fixed assets consists of all computer equipment and items over \$1,000 as noted in Attachment D. Additionally, not itemized on the Fixed Asset list is the transfer of all office furniture and supplies, equipment and items that were used by the Department of Animal Services for their daily operations that are under \$1,000. These assets are also recommended to be transferred.

As stated in the Joint Powers Agreement establishing the Stanislaus Animal Services Joint Powers Agency, "Pursuant to Government Code section 6511, upon termination of this Agreement, any surplus property shall be returned, pro rata, to the Federal, State, or local agency or the Member Agency that provided the property." As well, any surplus property that is no longer needed by the Agency would come back to the County.

Currently there are nine vehicles that are still on the County's depreciation list. Transferring these vehicles at this time would result in a cost of over \$27,000 to the County. With the exception of the two vehicles listed on the Fixed Asset list, it is recommended to create a lease agreement between the Stanislaus Animal Services Joint Powers Agency and the County. The Agency will take on the cost of the maintenance and repairs, liability and depreciation for the leased vehicles.

The effective date of the transfer is recommended retroactive to July 1, 2010. The Stanislaus Animals Services Joint Powers Agency already has included any costs associated with the transfer of these assets as part of their 2010-2011 budget approved by the Agency Board. The new Animal Services facility is under construction with completion slated for December 2010.

Contracts

Current County policy requires Board approval for any contract or agreement where the total cumulative compensation exceeds \$100,000. Cumulative refers to all compensation paid by an individual department since July 1, 2003 where there has been no break in contractual services over six months. Contracts or agreements equal to \$100,000 or greater are detailed in Attachment "B".

POLICY ISSUES:

The Recommended Final Budget for Fiscal Year 2010-2011 addresses the Board of Supervisors' goals and priorities in the allocation of fiscal resources and reflects the service needs and public policy direction for our community consistent with the Board of Supervisors goals and the Stanislaus County vision to be "... a County that is respected for its service in the community and is known as the best in America."

STAFFING IMPACTS:

The Recommended Final Budget incorporates funding for 3,746 allocated full-time positions. This is a decline of 244 positions from the 3,990 full-time allocated positions approved in the 2009-2010 Adopted Final Budget. The recommendations include two additional reductions-in-force, unfunding nine (9) vacant positions, and deleting two (2) vacant positions, primarily as a result of reductions in funding. Also recommended is the deletion of nine (9) vacant positions as part of the Retirement Incentive Program. Thirty-three (33) previously vacant unfunded positions are also recommended for deletion. These vacant unfunded positions have already been removed from the position allocation count. The Recommended Final Budget further recommends adding one new position, restoring funding to two (2) unfunded positions, reclassifying downward of three positions and conducting a classification study of one position.

The staffing attachment (Attachment "A") reflects the recommended changes to authorized positions. It is recommended that the Salary and Position Allocation Resolution be amended to reflect these changes effective the first full pay period beginning September 25, 2010, and reductions-in-force be approved for one filled position in General Services Agency effective October 12, 2010 and one filled position in Public Works effective November 6, 2010.

The tables below summarize staffing impacts by department.

RECOMMENDATIONS AFFECTING POSITION ALLOCATION COUNT

Department	RIF	Unfund Vacant	Add New Position	Restore Unfunded	Delete Retirement Incentive	Delete Vacant Position	Subtotal
Agricultural Commissioner					-1		-1
Area Agency on Aging			1				1
Behavioral Health & Recovery Services						-1	-1
Child Support Services						-1	-1
District Attorney				1	-3		-2
Environmental Resources		-3			-1		-4
General Services Agency	-1	-1					-2
Health Services Agency		-1					-1
Library				1			1
Parks and Recreation					-1		-1
Probation		-4					-4
Public Works	-1				-1		-2
Sheriff					-1		-1
Treasurer-Tax-Collector					-1		-1
Grand Total	-2	-9	1	2	-9	-2	-19

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SUMMARY OF CHANGES AFFECTING POSITION ALLOCATION COUNT

Total Current Authorized Positions	3,765
Reductions-In-Force	-2
Unfund Vacant Position	-9
Restore Unfunded Position	2
Add New Position	1
Delete Vacant Position	-2
Delete Position—Retirement Incentive Program	-9
Total Authorized Positions with Approval of the Recommended Proposed Budget	3,746

TECHNICAL ADJUSTMENTS TO POSITION ALLOCATION COUNT

Department	Delete Unfunded	Transfer Out	Transfer In	Re-class Study	Downgrade Position	Subtotal
Auditor-Controller				1		1
Behavioral Health & Recovery Services	10*	-7	7			10*
Health Services Agency		-1	1		1	1
Library					2	2
Sheriff	23*					23*
Grand Total	33*	-8	8	1	3	

*Unfunded positions have already been removed from the position allocation count

Total authorized positions includes an additional 104 positions administered through the County's classification and payroll system which are allocated to external organizations, including Stanislaus Animal Services Agency (32), Stanislaus Regional 911 (55), LAFCO (3), Stanislaus Employee Retirement Association (12), and Stanislaus Law Library (2).

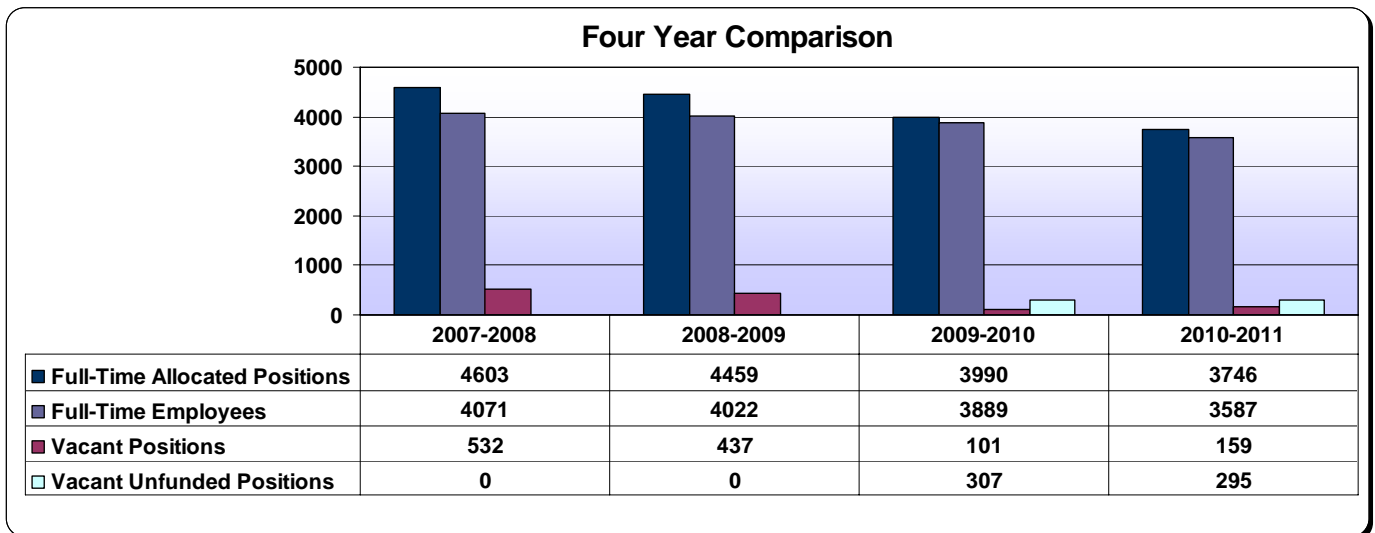
Reductions-In-Force

With the approval of the two reductions-in-force (RIF) included as part of the Recommended Final Budget the total number of RIFs approved as part of the 2010-2011 budget is now 129. The County has worked with all interested impacted employees to identify employment opportunities that would allow them to retain County employment. As a result, of the 129 RIFs approved by the Board of Supervisors it is estimated that 81 employees will be placed into full-time positions with adequate funding or where the Voluntary Separation/Retirement Incentive Program eliminated the need for a RIF. It is projected that 10 impacted employees will transition into extra help positions. While many employees were required to change classifications or accept a demotion, it is projected that 38 employees will be unable to find other County employment within the County. Of the 38, 28 transitioned to the new Valley Consortium for Medical Education, leaving 10 employees unable to find other employment within the County.

Four Year Staffing Comparison:

Over the past four years, the number of full-time allocated positions in the County has decreased from 4,603 in Fiscal Year 2007-2008 to 3,746 in Fiscal Year 2010-2011 for a loss of 857 positions or 19% fewer allocated positions. It should be noted that the number of vacant positions has appreciably decreased from 532 in Fiscal Year 2007-2008 to 101 in Fiscal Year 2009-2010 for a decrease of 81%.

Starting in Fiscal Year 2009-2010, departments were asked to unfund vacant positions if their budget could not support funding streams for two consecutive fiscal year periods. This new budget strategy gives a clearer picture of how many vacant positions actually have sustainable funding. As it became apparent to departments that funding sources were not going to materialize, departments have requested to delete 33 previously unfunded positions in the Recommended Final Budget.

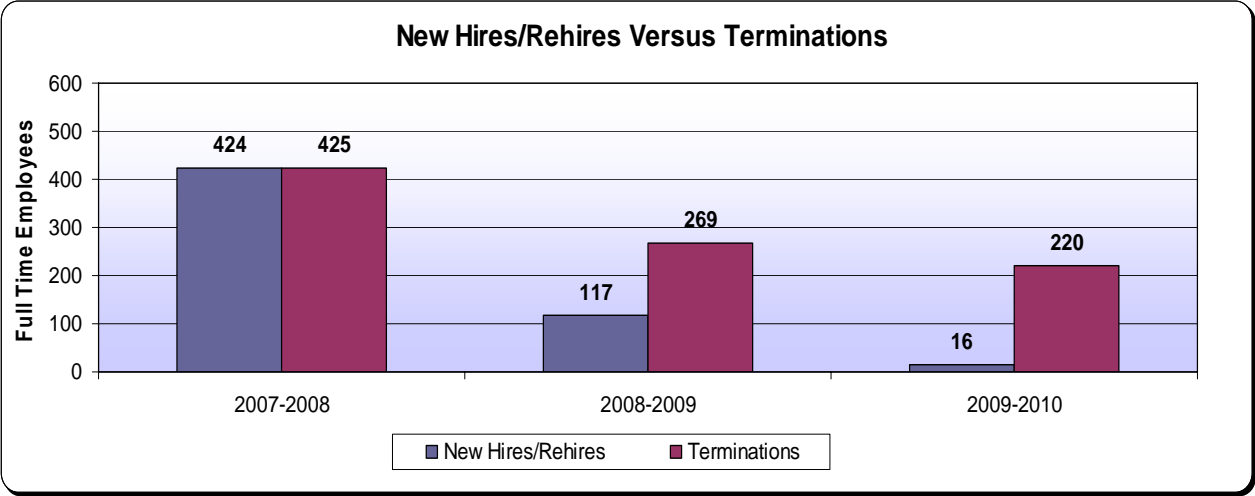


*With approval of the Recommended Final Budget Staffing Actions

Three Year New Hire/Rehires and Termination Comparison:

The following table shows the results of the hiring freeze. Over the past three years, the number of full-time new hires has decreased from 424 positions in Fiscal Year 2007-2008 to 16 positions in Fiscal Year 2009-2010. This represents a 96.2% decline in full-time new hires. In 2007-2008 the County also replaced almost 100% of terminating employees while in 2009-2010 the County replaced just over 7% of terminating employees.

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CONTACT PERSON:

Richard W. Robinson, Chief Executive Officer. Telephone: (209) 525-6333

STAFFING RECOMMENDATIONS

FINAL BUDGET FISCAL YEAR 2010-2011--Attachment A

DEPARTMENT	BUDGET UNIT	POSITION NUMBER	POSITIONS	CLASSIFICATION	REQUEST	REASON	RECOMMENDATION
Agricultural Commissioner	Agricultural Commissioner	11303	-1	Manager I	Delete position	Retirement Incentive Program	Delete vacant position
Area Agency on Aging	Area Agency on Aging	NEW	1	Social Worker III	Add new position	MSSP Program Case Mgt Support	Social Worker III
Auditor-Controller	Auditor-Controller	11404	0	Administrative Clerk II	Reclassify	Performing duties of an Account Clerk III	Study
Behavioral Health & Recovery Services	Alcohol and Drug Services	5625	1	Staff Services Coordinator	Transfer in	Properly align position with funds	Transfer from BHRS
	BHRS	10010	-1	Accountant III	Delete position	Reduction in funding	Delete vacant position
		10071	-1	Administrative Clerk III	Transfer out	Properly align position with funds	Transfer to Mental Health Services Act
		9481	-1	Behavioral Health Specialist II	Transfer out	Properly align position with funds	Transfer to Mental Health Services Act
		5625	-1	Staff Services Coordinator	Transfer out	Properly align position with funds	Transfer to Alcohol and Drug Services
		11084	1	Confidential Assistant IV	Transfer in	Properly align position with funds	Transfer from Mental Health Services Act
		11181	1	Staff Services Analyst	Transfer in	Properly align position with funds	Transfer from Mental Health Services Act
		11085	1	Stock Delivery Clerk II	Transfer in	Properly align position with funds	Transfer from Mental Health Services Act
		4024	0	Accountant II	Delete unfunded position	Reduction in funding	Delete vacant unfunded position
		2100	0	Staff Services Technician	Delete unfunded position	Reduction in funding	Delete vacant unfunded position
	Managed Care Services	9473, 9474, 9475, 10325, 10326	0	Psychiatrist	Delete unfunded position	Reduction in funding	Delete vacant unfunded positions
	Mental Health Services Act	11084	-1	Confidential Assistant IV	Transfer out	Properly align position with funds	Transfer to BHRS
		11176	-1	Manager IV	Transfer out	Properly align position with funds	Transfer to Public Guardian
		11181	-1	Staff Services Analyst	Transfer out	Properly align position with funds	Transfer to BHRS
		11085	-1	Stock Delivery Clerk II	Transfer out	Properly align position with funds	Transfer to BHRS
		10071	1	Administrative Clerk III	Transfer in	Properly align position with funds	Transfer from BHRS
		9481	1	Behavioral Health Specialist II	Transfer in	Properly align position with funds	Transfer from BHRS
		12305	0	Account Clerk III	Delete unfunded position	Reduction in funding	Delete vacant unfunded position
		12306	0	Staff Services Coordinator	Delete unfunded position	Reduction in funding	Delete vacant unfunded position
	Public Guardian	11176	1	Manager IV	Transfer in	Properly align position with funds	Transfer from Mental Health Services Act
	Stanislaus Recovery Center	9257	0	Staff Services Analyst	Delete unfunded position	Reduction in funding	Delete vacant unfunded position
Child Support Services	Child Support Services	1722	-1	Confidential Assistant III	Delete position	Continue no fill vacancy policy	Delete vacant position
District Attorney	Criminal Division	1758	1	Manager II	Restore unfunded position	Funding identified	Restore vacant position
		1864	-1	Attorney V	Delete position	Retirement Incentive Program	Delete vacant position
		6237	-1	Legal Clerk IV	Delete position	Retirement Incentive Program	Delete vacant position
		1087	-1	Paralegal III	Delete position	Retirement Incentive Program	Delete vacant position
Environmental Resources	Environmental Resources	2237	-1	Sr. Environmental Health Specialist	Unfund vacancy	Revenue loss	Unfund vacant position
		2067	-1	Confidential Assistant IV	Unfund vacancy	Revenue loss	Unfund vacant position
		11004	-1	Manager II	Unfund vacancy	Revenue loss	Unfund vacant position
		6250	-1	Environmental Health Specialist III	Delete position	Retirement Incentive Program	Delete vacant position

STAFFING RECOMMENDATIONS

FINAL BUDGET FISCAL YEAR 2010-2011--Attachment A

DEPARTMENT	BUDGET UNIT	POSITION NUMBER	POSITIONS	CLASSIFICATION	REQUEST	REASON	RECOMMENDATION
General Services Agency	Facilities Maintenance Division	6150	-1	Manager IV	Delete filled position	Reorganization of the Facilities Division	Delete position/Reduction in Force Effective 10-12-10
	Purchasing Division	1648	-1	Manager III	Unfund vacancy	Revenue loss	Unfund vacant position
Health Services Agency	Clinics and Ancillary Services	7186	-1	Staff Services Technician	Transfer out	Properly align position with funds	Transfer to Indigent Health Care Program
		2865	0	Medical Records Clerk	Reclassify downward	Position is underfilled	Administrative Clerk II
	Indigent Health Care Program	11316	-1	Staff Services Coordinator	Unfund vacancy	Revenue loss	Unfund vacant position
		7186	1	Staff Services Technician	Transfer in	Properly align position with funds	Transfer from Clinics and Ancillary Services
Library	Library	2232	0	Librarian III	Reclassify downward	Position underfilled	Administrative Clerk I
		10175	1	Manager IV	Restore unfunded position/ reclassify downward	Reorganization strategy	Restore vacant position/Manager II
		7385	0	Manager III	Reclassify downward	Reorganization strategy	Manager II
Parks and Recreation	Parks and Recreation	3780	-1	Equipment Mechanic	Delete position	Retirement Incentive Program	Delete vacant position
Probation	Field Services	1399, 6404, 11053, 11347	-4	Deputy Probation Officer II	Unfund vacancies	Revenue loss	Unfund vacant positions
Public Works	Engineering	9455	-1	Transportation Project Coordinator	Delete position	Retirement Incentive Program	Delete vacant position
	Road and Bridge	9284	-1	Administrative Clerk II	Delete filled position	Reorganization/consolidation of locations	Delete position/Reduction in Force Effective 11-6-10
Sheriff	Administration	10668	0	Deputy Sheriff	Delete unfunded position	Reduction in funding	Delete vacant unfunded position
		11208	0	Deputy Sheriff-Custodial	Delete unfunded position	Reduction in funding	Delete vacant unfunded position
	CAL-MMET Program	10225, 10226	0	Deputy Sheriff	Delete unfunded positions	Reduction in funding	Delete vacant unfunded positions
	Detention	7758	0	Assistant Cook I	Delete unfunded position	Reduction in funding	Delete vacant unfunded position
		9003	0	Stock Delivery Clerk II	Delete unfunded position	Reduction in funding	Delete vacant unfunded position
		3911	-1	Custodial Cook	Delete position	Retirement Incentive Program	Delete vacant position
	Operations	6462	0	Account Clerk III	Delete unfunded position	Reduction in funding	Delete vacant unfunded position
		8221	0	Community Services Officer	Delete unfunded position	Reduction in funding	Delete vacant unfunded position
		2876, 3111, 3460, 3533, 3582, & 3668	0	Legal Clerk III	Delete unfunded positions	Reduction in funding	Delete vacant unfunded positions
		3626	0	Legal Clerk IV	Delete unfunded position	Reduction in funding	Delete vacant unfunded position
2376		0	Sergeant	Delete unfunded position	Reduction in funding	Delete vacant unfunded position	
	2409, 2524, 2576	0	Deputy Sheriff	Delete unfunded positions	Reduction in funding	Delete vacant unfunded positions	
Ray Simon Training Center	9892	0	Account Clerk III	Delete unfunded position	Reduction in funding	Delete vacant unfunded position	
	2612, 2425, 8530	0	Deputy Sheriff	Delete unfunded positions	Reduction in funding	Delete vacant unfunded positions	
Treasurer	Admin/Taxes	9900	-1	Account Clerk III	Delete position	Retirement Incentive Program	Delete vacant position

STAFFING RECOMMENDATIONS

FINAL BUDGET FISCAL YEAR 2010-2011--Attachment A

DEPARTMENT	BUDGET UNIT	POSITION NUMBER	POSITIONS	CLASSIFICATION	REQUEST	REASON	RECOMMENDATION
			-19	*Unfunded positions have already been removed from the position allocation count.			
			3765				
			-2				
			-9				
			2				
			1				
			-2				
			-9				
			3,746				

**Contract Summary Sheet
All Funds
Contracts over \$100,000**

Attachment B

Department	Budget Unit	Contractor	Brief Description of Service Provided or Position Held	Previous contractual amount	Proposed Contract Amount	Cumulative Contract Total
Children and Families Commission	Children and Families Commission	Stanislaus County Health Services Agency	Healthy Cubs-health access to uninsured children	\$9,298,290 7/1/03-6/30/10	\$570,000 7/1/10-6/30/11 Contract Increase	\$9,868,290
Children and Families Commission	Children and Families Commission	Stanislaus Family Justice Center Foundation	Family Justice Center provides centralized services to victims of violent crimes ages 0-5 and their families	N/A	\$100,000 7/1/10-6/30/11	\$100,000
Children and Families Commission	Children and Families Commission	United Way of Stanislaus County	2-1-1 Provides callers with information about and referrals to human services county wide	\$798,029 7/1/04-6/30/10	\$150,000 7/1/10-6/30/11	\$948,029
Children and Families Commission	Children and Families Commission	Waterford Unified School District Richard M. Moon Elementary	School Readiness Program	\$792,744 7/1/03-6/30/10	\$100,000 7/1/10-6/30/11 Contract Increase	\$892,744
Community Services Agency	Public Economic Assistance Fund 1632	Aspiranet formerly Aspira/Moss Beach Homes	Scattered Sites and Employment Services for Transitional Housing Program Plus (THP+) for former Foster Care Youth	\$457,205 5/6/09-6/30/11	\$105,000 7/1/10-6/30/11 Increase/change in Scope of Work	\$562,205
Community Services Agency	County Children's Fund 1637	Center for Human Services	Differential Response & Hutton House	\$652,111 7/1/04-12/31/10	\$46,814 1/1/11-6/30/11 Increase & extend current contract	\$698,925
Community Services Agency	Services and Support	Center for Human Services	Differential Response & Hutton House	N/A	\$36,252 10/1/10-6/30/11	**\$36,252
Community Services Agency	Services and Support	Children's Crisis Center	Intervention and Respite Care	N/A	\$33,148 10/1/10-6/30/11	**\$33,148
Community Services Agency	County Children's Fund 1637	Haven Women's Center	Youth Services	\$46,681 7/1/09-12/31/10	\$15,561 1/1/11-6/30/11 Increase & extend current contract	**\$62,242
Sheriff	Operations	Joellene Schwandt	Instructor	\$21,560 7/1/03-6/30/10	\$180,000 7/1/10-6/30/13	\$201,560

**These are separate contracts but total contracted services with vendor exceed \$100,000

**Contract Summary Sheet
All Funds
Contracts over \$100,000**

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Department	Budget Unit	Contractor	Brief Description of Service Provided or Position Held	Previous contractual amount	Proposed Contract Amount	Cumulative Contract Total
Alliance Worknet	Alliance Worknet	Central Valley Opportunity Center (CVOC)	Provides employment and training services for youth aged 17-24	\$1,791,467 7/1/03-6/30/10	\$173,906 7/1/10-6/30/11	\$1,965,373
Alliance Worknet	Alliance Worknet	Ceres Unified School District	Provides employment and training services for youth aged 14-24. In addition, provides educational opportunities to identify youth at risk of Gang involvement	\$4,451,531 7/1/03-6/30/10	\$1,653,072 7/1/10-6/30/11	\$6,104,603
Alliance Worknet	Alliance Worknet	Computer Tutor	Provides services to improve educational and skill competencies for youth aged 17-21	\$2,426,896 7/1/03-10/31/09	\$467,997 11/1/09-12/31/10	\$2,894,893
Alliance Worknet	Alliance Worknet	Friends Outside	Provides employment and training services in for youth aged 17-21 training services, to ex-offenders paroled into Stanislaus County, and for older youth at risk of gang involvement	\$2,353,143 7/1/03-6/30/10	\$345,500 7/1/10-6/30/11	\$2,698,643
Alliance Worknet	Alliance Worknet	Stanislaus Literacy Center	Provides GED preparation services	\$100,000 7/1/09-6/30/10	\$130,000 7/1/10-6/30/11	\$230,000
Alliance Worknet	Alliance Worknet	Yosemite Community College	Provides customize training in green jobs and health	\$264,525 9/28/09-1/1/10	\$388,160 5/11/10-8/28/11	\$652,685

**These are separate contracts but total contracted services with vendor exceed \$100,000

**Contract Summary Sheet
All Funds
Contracts over \$100,000**

Attachment B

Department	Budget Unit	Contractor	Brief Description of Service Provided or Position Held	Previous contractual amount	Proposed Contract Amount	Cumulative Contract Total
Behavioral Health and Recovery Services	Mental Health	Echo Consulting Services of CA, Inc., dba Echo Management Group	Maintenance and Consulting Services for medical record, financial and data tracking system	\$768,995 7/1/03-6/30/10	\$148,000 7/1/10-6/30/11	\$916,995
Chief Executive Office	Department of Justice Drug and Alcohol	Department of Justice	Provides alcohol analysis services	\$415,913 7/1/03-6/30/10	\$130,000 7/1/10-6/30/11	\$545,913
CEO-Risk Management Division	General Liability Self-Insurance	Hanson Bridgett, LLC	Legal Services, Costs & Expenses	\$21,060 11/1/09-6/30/10	\$100,000 7/1/10-6/30/11	\$121,060
CEO-Risk Management Division	Professional Liability Self-Insurance	Riggio Mordaunt & Kelly	Legal Services Costs & Expenses	\$235,763 7/1/06-6/30/10	\$100,000 7/1/10-6/30/11	\$335,763
Chief Executive Office	Office of Emergency Services/Fire Warden	Dave Funk	New Contract: Planner/ Exercise coordinator for Golden Guardian 201. Funding through Homeland Security Grants.	N/A	\$36,500 8/1/10-6/30/11	**\$36,500
Children and Families Commission	Children and Families Commission	AspiraNet	Turlock Family Resource Center	\$742,942 6/1/06-6/30/10	\$238,638 7/1/10-6/30/11 Contract Increase	\$981,580
Children and Families Commission	Children and Families Commission	Center for Human Services	Ceres Family Resource Center	\$1,145,063 6/1/05-6/30/10	\$183,958 7/1/10-6/30/11 Contract Increase	\$1,329,021
Children and Families Commission	Children and Families Commission	Center for Human Services	Oakdale Family Resource Center	\$317,764 9/1/08-6/30/10	\$153,868 7/1/10-6/30/11	\$471,632
Children and Families Commission	Children and Families Commission	Center for Human Services	Westside Family Resource Centers	\$1,208,348 6/1/05-6/30/10	\$211,878 7/1/10-6/30/11 Contract Increase	\$1,420,226
Children and Families Commission	Children and Families Commission	Children's Crisis Center	Respite care for children at risk of abuse or neglect	\$2,340,190 3/15/05-6/30/10	\$460,000 7/1/10-6/30/11 Contract Increase	\$2,800,190

**These are separate contracts but total contracted services with vendor exceed \$100,000

**Contract Summary Sheet
All Funds
Contracts over \$100,000**

Attachment B

Department	Budget Unit	Contractor	Brief Description of Service Provided or Position Held	Previous contractual amount	Proposed Contract Amount	Cumulative Contract Total
Children and Families Commission	Children and Families Commission	Golden Valley Health Center	Oral health care and screenings for staff, parents, and children ages 0-5 in Head Start, State Preschool, and Kindergarten programs at School Readiness Sites	\$40,437 7/1/09-6/30/10	\$65,000 7/1/10-6/30/11	\$105,437
Children and Families Commission	Children and Families Commission	Parent Resource Center	Family Resource Connection-FRC services provided in central Modesto	\$1,664,778 6/1/05-6/30/10	\$508,155 7/1/10-6/30/11 Contract Increase	\$2,172,933
Children and Families Commission	Children and Families Commission	Sierra Vista Child & Family Services	Hughson Family Resource Center	\$729,645 6/1/05-6/30/10	\$146,255 7/1/10-6/30/11	\$875,900
Children and Families Commission	Children and Families Commission	Sierra Vista Child & Family Services	The Bridge-Family Resource Center	\$525,000 7/1/07-6/30/10	\$185,000 7/1/10-6/30/11	\$710,000
Children and Families Commission	Children and Families Commission	Sierra Vista Child & Family Services	North Modesto/Salida Family Resource Center	\$699,792 7/1/07-6/30/10	\$397,941 7/1/10-6/30/11	\$1,097,733
Children and Families Commission	Children and Families Commission	Sierra Vista Child & Family Services	Shaken Baby Syndrome-Public awareness campaign	\$130,254 7/1/07-6/30/10	\$22,333 7/1/10-6/30/11	\$152,587
Children and Families Commission	Children and Families Commission	Stanislaus County Behavioral Health and Recovery Services	Specialized Early Childcare Program-Provides childcare consultation at early education settings. Mental health services provided to families	\$6,913,150 7/1/03-6/30/10	\$1,523,009 7/1/10-6/30/11 Contract Increase	\$8,436,159
Children and Families Commission	Children and Families Commission	Stanislaus County Health Services Agency	Healthy Birth Outcomes	\$8,353,396 7/1/03-6/30/10	\$1,339,160 7/1/10-6/30/11 Contract Increase	\$9,692,556

**These are separate contracts but total contracted services with vendor exceed \$100,000

Contract Summary Sheet

Attachment C

All Funds

Contracts between \$50,000-\$100,000

Department	Budget Unit	Contractor	Brief Description of Service Provided or Position Held	Previous contractual amount	Proposed Contract Amount	Cumulative Contract Total
Area Agency on Aging	Area Agency on Aging	Center for Human Services	Provision of new Older Adult Prevention and Early Intervention senior programs	N/A	\$63,587 7/1/10-6/30/11	\$63,587
Area Agency on Aging	Area Agency on Aging	Sierra Vista Child & Family Services	Provision of new Older Adult Prevention and Early Intervention senior programs	N/A	\$64,999 7/1/10-6/30/11	\$64,999
Children and Families Commission	Children and Families Commission	El Concilio	Counseling services provided to families with children ages 0-5 and pregnant women	N/A	\$98,000 7/1/10-6/30/11	\$98,000
Community Services Agency	Services and Support	Richard Allen	Personal Services Contractor	\$42,888 1/1/10-9/30/10	\$41,064 10/1/10-6/30/11	\$83,952
Planning & Community Development	Redevelopment	Nancy H. Brown	Interim Deputy Director (6/23/08-4/23/09), Update Housing Element (4/28/09-4/21/10)	\$53,807 6/23/08-4/21/10	\$16,193 7/30/10-12/31/10	\$70,000

**These are separate contracts but total contracted services with vendor exceed \$50,000

List of Assets to be transferred from Stanislaus County to Stanislaus Animal Services Joint Powers Agency

Asset #	Description	Transfer From Fund	Transfer From Org	Transfer to Fund	Transfer to Org	Tag	Cost	Date In Service	Serial #
2173	TALL RANCH TUFF SHED 10X20 - GRAY	0100	0011100	6181	0063584	NULL	\$ 3,927.50	23-Jan-1998	NULL
2174	STAINLESS STEEL CAGE BANKS	0100	0011100	6181	0063586	NULL	\$ 4,696.33	27-Mar-1996	NULL
2175	STAINLESS STEEL CAGE BANKS	0100	0011100	6181	0063586	NULL	\$ 4,696.33	27-Mar-1996	NULL
2176	STAINLESS STEEL CAGE BANK	0100	0011100	6181	0063586	NULL	\$ 4,696.34	27-Mar-1996	NULL
8958	COMPAQ DESKPRO COMPUTER	0100	0011100	6181	0063584	192.168.4.6	\$ 2,044.05	30-Jun-1999	851CFO3DG594
8967	LASER JET PRINTER	0100	0011100	6181	0063584	70189	\$ 1,690.18	30-Jun-1999	USECO23562
10229	HP 4050TN PRINTER	0100	0011100	6181	0063584	NULL	\$ 1,660.00	30-Jun-2000	USCC157865
15915	TUFF SHED	0100	0011100	6181	0063584	NULL	\$ 2,477.30	01-Feb-2003	NULL
19417	OptiPlex GX280 Sm Minitower Pent 4 CPU	0100	0011100	6181	0063584	79188	\$ 771.21	27-Jan-2005	9B3QK61
41061	Neuter Scooter Trailer	0100	0011100	6181	0063588	NULL	\$ 67,515.00	01-Jul-2007	NULL
41605	LIVESTOCK TRAILER	0100	0011100	6181	0063585	OT-46	\$ 5,207.87	30-Jun-2008	1088449
41621	LAWN TRACTOR	0100	0011100	6181	0063584	83948	\$ 1,223.95	20-Mar-2008	092407A027086
41623	CANNON DIGITAL CAMERA	0100	0011100	6181	0063584	83953	\$ 853.43	25-Sep-2007	1320828643
64430	LAWN TRACTOR	0100	0011100	6181	0063584	83962	\$ 2,166.42	30-Jun-2010	1A130H60365
64458	HP MONITOR	0100	0011100	6181	0063584	83998	\$ 185.00	30-Jun-2009	3CQ83810QY
64459	HP MONITOR	0100	0011100	6181	0063584	83997	\$ 185.00	30-Jun-2010	3CQ8380Z2L
64460	HP COMPAQ COMPUTER	0100	0011100	6181	0063584	70988	\$ 659.00	31-Jan-2007	2UA70403GK
64461	HP COMPAQ COMPUTER	0100	0011100	6181	0063585	70987	\$ 659.00	31-Jan-2007	2UA70403GF
64462	HP COMPAQ COMPUTER	0100	0011100	6181	0063585	86728	\$ 559.00	01-Jun-2009	MXL92501NX
64463	HP MONITOR	0100	0011100	6181	0063585	84000	\$ 185.00	01-Oct-2008	C3Q838025B
64478	HP COMPAQ COMPUTER (MC)	0100	0011100	6181	0063586	70990	\$ 659.00	01-Jan-2007	2UA70403GG
64479	HP FLAT SCREEN MONITOR (MC)	0100	0011100	6181	0063586	83993	\$ 185.00	01-Oct-2008	3CQ83825W
64480	HP COMPAQ COMPUTER (F.ROOM)	0100	0011100	6181	0063585	86729	\$ 559.00	01-Jun-2009	MXL9501NV
64481	HP FLAT SCREEN MONITOR (F.ROOM)	0100	0011100	6181	0063585	83996	\$ 185.00	01-Oct-2008	3CQ8380Z5Q
64482	HP COMPAQ COMPUTER (L.FORD)	0100	0011100	6181	0063584	86730	\$ 559.00	01-Jun-2009	MXL92001NV
64483	HP COMPAQ COMPUTER (S.FIELDER)	0100	0011100	6181	0063586	70986	\$ 659.00	01-Feb-2007	2UA70403GH
64484	HP LAPTOP (V.SHAW)	0100	0011100	6181	0063584	70343	\$ 1,329.00	01-Nov-2004	2UA444PZMT
64485	HP COMPAQ COMPUTER	0100	0011100	6181	0063588	83949	\$ 100.00	30-Jun-2010	USA4080L6J
64486	HP FLAT SCREEN MONITOR (CLINIC)	0100	0011100	6181	0063588	83994	\$ 185.00	01-Oct-2008	3CQ8380YJW
64487	HP COMPAQ COMPUTER (CLINIC)	0100	0011100	6181	0063588	70989	\$ 227.00	01-Jan-2009	2UA70403GJ
64488	HP FLAT SCREEN MONITOR (CLINIC)	0100	0011100	6181	0063588	83995	\$ 185.00	01-Oct-2008	3CQ8380Z5L
64489	HP COMPAQ COMPUTER (K9 REC)	0100	0011100	6181	0063586	70942	\$ 719.00	01-Aug-2006	2UA633MLS
64490	HP COMPAQ COMPUTER (K9 REC)	0100	0011100	6181	0063586	82830	\$ 719.00	01-Sep-2006	2UA6390WYQ
64491	HP FLAT SCREEN MONITOR (S. FIELDER)	0100	0011100	6181	0063586	83967	\$ 229.00	01-Jul-2007	CNK7210JVT
64492	HP FLAT SCREEN MONITOR (L.FORD)	0100	0011100	6181	0063584	83968	\$ 227.00	01-Jan-2007	CNC6510YD7
64493	HP FLAT SCREEN MONITOR (K9 REC)	0100	0011100	6181	0063586	83969	\$ 229.00	01-Jul-2007	CNC57210JV8
64494	HP FLAT SCREEN MONITOR (K9 REC)	0100	0011100	6181	0063586	83970	\$ 229.00	01-Jul-2007	CNK721JVN
64495	HP FLAT SCREEN MONITOR (DR. S)	0100	0011100	6181	0063588	83971	\$ 229.00	30-Jun-2010	CNP329Q3JK
64496	HP LAPTOP COMPUTER (A.COURT)	0100	0011100	6181	0063587	83972	\$ 1,329.00	01-Nov-2004	2UA444P2MV
64497	HP LAPTOP (B.OFFICE SPARE)	0100	0011100	6181	0063584	83973	\$ 1,329.00	01-Nov-2004	2UA444P2M5
64498	HP FLAT SCREEN MONITOR (B.OFFICE)	0100	0011100	6181	0063584	83974	\$ 227.00	01-Jan-2007	CNC6510YD0
64499	HP FLAT SCREEN MONITOR	0100	0011100	6181	0063585	83975	\$ 185.00	01-Oct-2008	CMP33054GB
64500	HP FLAT SCREEN MONITOR (DIGINO)	0100	0011100	6181	0063585	83976	\$ 227.00	01-Jan-2007	CNC6510YCR
64501	HP FLAT SCREEN MONITOR (PATTON)	0100	0011100	6181	0063584	83977	\$ 227.00	01-Jan-2007	CNC6510YD6
64503	BROTHER FAX MACHINE (MAIN)	0100	0011100	6181	0063584	83979	\$ 294.13	01-Jun-2010	U61639E9J934062
64504	HP FLAT SCREEN MONITOR (C. REC)	0100	0011100	6181	0063586	83980	\$ 100.00	30-Jun-2010	CPN33053P5
64505	HP MONITOR (ER)	0100	0011100	6181	0063586	83981 AS	\$ 100.00	30-Jun-2010	802CF03DK213
64506	DELL LAPTOP (SPARE)	0100	0011100	6181	0063584	83951	\$ 100.00	30-Jun-2010	QD5DRCM1007

List of Assets to be transferred from Stanislaus County to Stanislaus Animal Services Joint Powers Agency

Asset #	Description	Transfer From Fund	Transfer From Org	Transfer to Fund	Transfer to Org	Tag	Cost	Date In Service	Serial #
64553	DELL OPTI PLEX PENT 4 CPU	0100	0011100	6181	0063586	75655	\$ 802.31	12-Mar-2004	DNB0G41
64571	DELL OPTI PLEX PENT 4 CPU	0100	0011100	6181	0063585	75654	\$ 802.31	12-Mar-2004	8NB0G41
64591	COMPAQ EVO COMPUTER	0100	0011100	6181	0063584	75649	\$ 1,052.82	10-Jul-2003	USW32804W3
41627	CHEVY UPLANDER	0100	0011102	6181	0063586	08-34	\$ 18,042.38	05-Dec-2007	1GNDV23W68D139768
41629	DART GUN LOCKER	0100	0011102	6181	0063585	83954	\$ 525.22	27-Aug-2007	NULL
49948	2009 Ford F350	0100	0011102	6181	0063585	09-44	\$ 51,264.48	15-Jan-2009	1FDWX30R99EA19776
64451	HP LAPTOP IN VEH. 04-29	0100	0011102	6181	0063585	83457	\$ 849.00	01-Jul-2009	NULL
64452	HP LAPTOP IN VEH. 02-42	0100	0011102	6181	0063585	83456 AS	\$ 849.00	01-Jul-2009	CNU7070MMT
64453	HP LAPTOP IN VEH. 09-44	0100	0011102	6181	0063585	83471	\$ 849.00	01-Jul-2009	NULL
64454	HP LAPTOP IN VEH. 09-56	0100	0011102	6181	0063585	85045	\$ 849.00	01-Jul-2009	CNU7070MLT
64455	HP LAPTOP IN VEH. #06-39	0100	0011102	6181	0063585	83466 AS	\$ 849.00	01-Jul-2009	CNU7070ML3
64456	HP LAPTOP IN SAFE	0100	0011102	6181	0063585	83467 AS	\$ 849.00	01-Jul-2009	CNU7051F8X
64457	HP LAPTOP	0100	0011102	6181	0063585	83468 AS	\$ 849.00	30-Jun-2010	CNU7051FBV
64502	BROTHER FAX MACHINE (FIELD)	0100	0011102	6181	0063585	83978	\$ 294.13	01-Jun-2010	U61639E9J937564
64507	PORTABLE CREDIT CARD MACHINE	0100	0011102	6181	0063585	83982	\$ 921.19	30-Jun-2010	802-121-379
64552	HP LAPTOP IN VEHIC # 01-39	0100	0011102	6181	0063585	83470	\$ 849.00	01-Jun-2010	CN07070MG7
19418	OptiPlex GX280 Sm Minitower Pent 4 CPU	0100	0011103	6181	0063588	79189	\$ 771.27	27-Jan-2005	7B3QK61
34881	DEXTER WASHER-EXTRACTOR AND 80 GAS DRYER	0100	0011103	6181	0063586	NULL	\$ 9,823.13	31-Oct-2006	WCVD55HCS-12
41363	KYOCERA PRINTER MOD-FS1030D	0100	0011103	6181	0063586	SK-37	\$ 435.00	10-Oct-2007	XPG6Z30496
41383	Kyocera Printer Mod. FS-1030D	0100	0011103	6181	0063586	SK-33	\$ 435.00	10-Oct-2007	XPG6Z30488
64450	HP COMPAQ COMPUTER	0100	0011103	6181	0063586	70943	\$ 719.00	30-Aug-2006	NULL
64464	HP COMPAQ COMPUTER	0100	0011103	6181	0063587	83458 AS	\$ 629.00	01-May-2007	MXL721033M
64466	HP COMPAQ COMPUTER	0100	0011103	6181	0063587	83440	\$ 659.00	01-Apr-2007	MXL71605Q
64468	HP COMPAQ COMPUTER	0100	0011103	6181	0063587	83462	\$ 629.00	01-May-2007	MXL721033L
64470	HP COMPAQ COMPUTER	0100	0011103	6181	0063587	83441	\$ 659.00	01-Apr-2007	MXL716105P
64472	HP COMPAQ COMPUTER (BKK)	0100	0011103	6181	0063587	83459 AS	\$ 629.00	31-May-2007	MXL721033N
64474	HP COMPAQ COMPUTER (SGB)	0100	0011103	6181	0063587	83461	\$ 629.00	01-May-2007	MXL721033K
64475	HP FLAT SCREEN MONITOR (SGB)	0100	0011103	6181	0063587	83965	\$ 227.00	01-May-2007	CND7161BQC
64476	HP COMPAQ COMPUTER (KLH)	0100	0011103	6181	0063587	83460 AS	\$ 629.00	01-May-2007	MXL721033J
64477	HP FLAT SCREEN MONITOR (KLH)	0100	0011103	6181	0063587	83964	\$ 227.00	01-May-2007	CND7161BQB
64465	HP FLAT SCREEN MONITOR	0100	0011104	6181	0063587	83999	\$ 229.00	01-Aug-2007	3CQ38825F
64467	HP FLAT SCREEN MONITOR	0100	0011104	6181	0063587	83963	\$ 229.00	01-Aug-2007	CNP330540P
64469	HP FLAT SCREEN MONITOR	0100	0011104	6181	0063587	83966	\$ 227.00	01-Jan-2007	CNC651OYCH
64471	HP FLAT SCREEN MONITOR (MSL)	0100	0011104	6181	0063587	83955	\$ 229.00	01-Aug-2007	CNK7210JVG
64473	HP FLAT SCREEN MONITOR (BKK)	0100	0011104	6181	0063587	83956	\$ 229.00	01-Aug-2007	CNK7210J8F
64508	PORTABLE CREDIT CARD MACHINE	0100	0011104	6181	0063587	83983	\$ 921.19	30-Jun-2010	802-123-235
Total							\$ 217,250.47		

AMENDMENT 1

**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
AGREEMENT TO PROVIDE
DIFFERENTIAL RESPONSE AND AN EMERGENCY SHELTER FOR RUNAWAY YOUTH
JULY 1, 2010 THROUGH JUNE 30, 2011**

It is hereby mutually agreed between COUNTY OF STANISLAUS ("County") and **CENTER FOR HUMAN SERVICES**, ("Consultant"), that the Agreement entered into on July 1, 2010, for the purpose of providing differential response services and an emergency shelter for runaway youth be amended as follows:

WHEREAS the initial term of this Agreement will expire December 31, 2010, and both parties have agreed to extend the date to June 30, 2011; and

WHEREAS the extension of the termination date is for the purpose of providing customer services; and

WHEREAS the extension of the termination date requires additional funds for services provided; and

WHEREAS III. GENERAL TERMS provides for the amendment of the Agreement by mutual written consent of the parties.

FIRST: EXHIBIT A is hereby deleted and replaced with the EXHIBIT D

SECOND: EXHIBIT B is hereby deleted and replaced with EXHIBIT E

THIRD: All references to this Agreement terminating on December 31, 2010, are hereby replaced with June 30, 2011.

All other terms and conditions of the Agreement shall remain in full force and effect.



BOARD OF SUPERVISORS
2010 DEC -3 P 2:45

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: 10/29/10

CENTER FOR HUMAN SERVICES

By: Cindy Duenas

Title: EXECUTIVE DIRECTOR

Dated: 10/19/10

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

By: John P. Doering

Title: Deputy County Counsel

Dated: 10/6/10

COUNTY PURCHASING DEPARTMENT

By: [Signature]

Title: Purchasing Agent

Dated: 10-8-10

COUNTY OF STANISLAUS

Approved per BOS Item #: 2010-572

Dated: September 14, 2010

**CENTER FOR HUMAN SERVICES
AGREEMENT TO PROVIDE
DIFFERENTIAL RESPONSE AND AN EMERGENCY SHELTER FOR RUNAWAY YOUTH
JULY 1, 2010 THROUGH JUNE 30, 2011**

I. SCOPE OF WORK:

A. Consultant shall provide differential response and emergency shelter services as follows:

1. Family support services and differential response activities to include families with children ages eleven through seventeen (11-17) with parent child conflict issues through Consultant's Hutton House program.
2. Outreach/family engagement activities and strength based family assessment to identify strengths, barriers to success, individual needs and appropriate referrals.
3. Supportive services in crisis intervention, individual, family and group counseling, youth/family case management, resource and referral and support group services.
4. Transportation to youth/family and differential response case management activities.
5. Temporary respite care and shelter services for up to seven (7) youth at one time.
6. Community education to educate public regarding child abuse, neglect, resources in the community, etc.
7. Follow-up services for up to three (3) to six (6) months following active program participation to each family receiving services.
8. Market the proposed services at community fairs, family resource center, schools and partner agency sites.

B. Consultant shall initiate and participate in local Family Resource Center, Differential Response/Multi-Disciplinary Team (MDT) workgroup meetings.

C. Community Involvement:

1. Consultant shall actively recruit and engage community members and consumers of services as participants in planning and implementing this Agreement.
2. Consultant shall initiate and maintain contact with existing local Child Abuse Prevention Council and Family Resource Centers (FRC).

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, 2010, through June 30, 2011, shall not exceed \$129,880.

2. This is a cost reimbursement Agreement. The costs attendant to the provision of service are described in EXHIBIT E which is hereby incorporated by reference and made a part hereof.
 3. Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT E, or as the budget is thereafter amended or obligated.
 4. Consultant shall provide a minimum of \$9,363 In-Kind contribution, as detailed in EXHIBIT E – Agreement 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, 2010, through June 30, 2011.
- 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. 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.
- G. Billings:
1. Consultant shall submit billings, in a County specified format, within twenty (20) days following the end of service month.

Billing requirements are subject to change and the Consultant will be notified in writing.
 2. Billings will be submitted to:

Stanislaus County Community Services Agency
Attention: Accounts Payable Supervisor, F3A
P.O. Box 42
Modesto, CA 95353-0042
(209) 558-2217
 3. 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 of receipts/invoices of all Consultant operational costs billed to this Agreement. In addition, Consultant shall submit a monthly list of all participants in the contracted activities and include their full name, social security number and case number (if available).

H. Payments:

1. If the conditions set forth in this Agreement are met County shall pay, on or before the thirtieth (30th) day after receipt of the 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 or 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.stancounty.com/auditor/internal-audit-division.shtm>.
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. Outcomes shall be reported in the semi annual narrative and annual narrative to Child and Family Services Manager at filgab@stancounty.com
 1. ___% of parents that will report increased knowledge of community resources and ability to access services
 2. ___% of families that will report decreased feeling of social isolation and decreased feelings of social isolation and increased feelings of support/connectedness
 3. ___% of families that will report increased ability to manage crisis and skills in coping with stressful situations
 4. ___% of youth who receive temporary respite shelter will return to a safe/appropriate environment
- B. Monthly/Quarterly Program Statistical Report – Consultant shall submit the Program Statistical Report, as specified in EXHIBIT C, which is incorporated by this reference, is due by the 30th day of the following month via email to CSARreport@stancounty.com.

**CENTER FOR HUMAN SERVICES
AGREEMENT TO PROVIDE
DIFFERENTIAL RESPONSE AND AN EMERGENCY SHELTER FOR RUNAWAY YOUTH
JULY 1, 2010 THROUGH JUNE 30, 2011
AGREEMENT BUDGET**

BUDGET CATEGORY		IN-KIND	TOTAL
Personal Services			
Salaries	\$88,539		\$88,539
Fringe Benefits (Invoice actual employer paid only)	\$21,029		\$21,029
Total Personal	\$109,568		\$109,568
Operating Expenses	\$3,372	\$9,363	\$12,735
Indirect (15% Salaries & Benefits)	\$16,940		\$16,940
TOTAL	\$129,880	\$9,363	\$139,243



COMMUNITY SERVICES AGENCY

Christine C. Applegate
Director

251 E Hackett Road
P.O. Box 42, Modesto, CA 95353-0042

Phone: 209 558 2500 Fax: 209 558 2558

MEMO TO: SUZI SEIBERT
CLERK TO THE BOARD OF SUPERVISORS

FROM: *SL* SHANNEN LOVE
CONTRACTS ADMINISTRATION

DATE: NOVEMBER 30, 2010

SUBJECT: FULLY EXECUTED CONTRACT

=====

Enclosed for your record is the fully executed original of the following Agreement:

- ◆ Children's Crisis Center of Stanislaus County – Parent Support and Respite Care, effective 10/1/10 – 6/30/11

The contract was approved by the Board of Supervisors with Action #2010-572 on September 14, 2010.

If you have any questions regarding this document, please call me at 558-1430.

Thank you.



**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
AGREEMENT TO PROVIDE
PARENT SUPPORT AND RESPITE CARE
OCTOBER 1, 2010 THROUGH JUNE 30, 2011**

BOARD OF SUPERVISORS

2010 NOV 31 A 8:08

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS ("County") and CHILDREN'S CRISIS CENTER OF STANISLAUS COUNTY ("Contractor"), a California non-profit on October 1, 2010.

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

RECITALS

WHEREAS, the County has a need for parent support and respite care for residents of Stanislaus County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK

- 1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in EXHIBIT A, attached hereto and, by this reference, made a part hereof.
- 1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
- 1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions.

2. CONSIDERATION

- 2.1 County shall pay Contractor as set forth in EXHIBIT A.

- 2.2 Except as expressly provided in EXHIBIT A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.
- 2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
- 2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.
- 2.5 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 Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.
- 3.4 The County may terminate this Agreement upon thirty (30) days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.
- 3.5 County shall notify Contractor in writing within thirty (30) days of any potential Federal or State audit exception. Where findings indicate program requirements are not being met and Federal and/or State participation in this program may be imperiled, written notification will constitute County's intention to terminate this 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, Contractor may appeal the decision of the Director of the Community Services Agency to the Board of Supervisors of Stanislaus County. The determination by the Board as to the termination shall be final.
- 3.7 Notwithstanding any other provisions of this 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 Contractor's business; or,
 - C. Upon an unauthorized decrease in the required insurance in force; or,
 - D. Upon failure to make payroll payments; or,
 - E. Failure to remit payroll deductions in a timely manner to the appropriate State and Federal government; or,
 - F. Upon failure to substantially meet other financial obligations; or,
 - G. Upon service or a writ of attachment by creditors of Contractor.
- 3.8 Either party without cause may terminate this Agreement when a thirty (30) day written notice is provided to the other party.

4. WORK SCHEDULE

Contractor is obligated to perform in a timely manner those services and work identified in EXHIBIT A. It is understood by Contractor that the performance of these services and work will require the Contractor to perform the services and work in conformance with the schedule set forth in EXHIBIT A, if any, and, if there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

5. REQUIRED LICENSES, CERTIFICATES AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in EXHIBIT A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in EXHIBIT A to this Agreement. County is not obligated to reimburse

or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. INSURANCE

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

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

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

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

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

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

the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

- 7.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.
- 7.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.
- 7.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 7.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.
- 7.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to the County; the County must approve lesser ratings in writing.
- 7.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insureds under its insurance policies.
- 7.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance and with original endorsements effecting coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.
- 7.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.
- 7.12 If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor 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. Contractor 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, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Contractor's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Contractor in contributing to such claim, damage, loss and expense.
- 8.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.
- 8.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Contractor and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

9. STATUS OF CONTRACTOR

- 9.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in EXHIBIT A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. Both Contractor and County understand that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.
- 9.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.
- 9.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement.

Contractor is permitted to provide services to others during the same period services are provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

- 9.4 If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. Contractor shall determine all terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law.
- 9.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.
- 9.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.
- 9.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

10. RECORDS AND AUDITS

- 10.1 Contractor shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement or until such records and their supporting documentation are released due to closure of Federal/State audit, whichever is longer. This includes any handwriting, typewriting, printing, photostatic, photographing, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.
- 10.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.
- 10.3 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.
- 10.4 County shall have the right to audit all billings and records of the Contractor related to this Agreement as required by State law. County can appoint an independent public accountant.
- 10.5 Contractor agrees that its financial records shall contain itemized records of all costs and be available for inspection in Stanislaus County within three (3) working days of the request by the County, State or Federal agencies.
- 10.6 Monitoring by County may be accomplished by the following means: field reviews, audit claims, monthly review of records, etc.

- 10.7 Contractor shall be responsible for the procurement and performance of a fiscal and compliance audit annually. Entities receiving in excess of \$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-profits.
- 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 Contractor 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 Contractor shall include in all fiscal audit reports an opinion which indicates whether program expenditures are allowable pursuant to the provisions of 45 CFR, Part 74, and all applicable State and Federal guidelines, policies and procedures.
- 10.10 Expenses incurred by Contractor to provide for the performance of an audit to satisfy said requirements are an allowable Agreement cost. Contractor is responsible for ensuring that the appropriate portion of audit costs are included with its total executed Agreement funds.
- 10.11 Contractor is responsible for submitting to County an audit report, prepared in accordance with said requirements, within one hundred twenty (120) days of the end of the Contractor's fiscal year.

11. CONFIDENTIALITY

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

- 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 Contractor shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of misdemeanor.
- 11.4 Contractor, as an agent of Stanislaus County, shall be in compliance with the privacy and security safeguards agreement titled Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the County of Stanislaus, Community Services Agency located at <http://www.stanworks.com/other-services/medi-cal-data-privacy-and-security-agreement.pdf>.

12. NONDISCRIMINATION

- 12.1 During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements.
- 12.2 Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 12.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

13. ASSIGNMENT

- 13.1 This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or

subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

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

14. WAIVER OF DEFAULT

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

15. NOTICE

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

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

To Contractor: Children's Crisis Center of Stanislaus County
Attention: Colleen Garcia
44 Fiori Avenue
Modesto, CA 95350

16. CONFLICTS

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

17. SEVERABILITY

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

18. AMENDMENT

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

19. 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 Contractor's failure to perform as required by this Agreement, Contractor shall make reimbursement to the damaged party.

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

23. CODE OF ETHICS

Contractor shall uphold the following Code of Ethics:

- Professional Conduct: Employees of Contractor will abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Contractor will also abide by specific codes of ethics prescribed by the professional organizations, which set standards for their profession.
- Quality of Service: Employees of Contractor will promote the goals of the program, which includes enhancement of participant self esteem, by providing quality service which demonstrates knowledge of the respect for participant needs.
- Respect and Courtesy: Employees of Contractor will conduct all activities with respect and courtesy for participants.
- Propriety: Employees of Contractor will not make use of their position or relationship with clients for personal gain.
- Positive Representation: Employees of contractor will not behave in any manner that will bring discredit to his/her professional status and reputation or to the program.

24. STATE ENERGY CONSERVATION PLAN

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

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

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

26.3 Contractor 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. Contractor shall require each employee, volunteer, consultant, subcontractor or agency to sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166(a) and will comply with the provisions of the code section.

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 Contractor recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this paragraph, Contractor 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 Contractor shall notify County immediately upon discovery of any employee of Contractor, any subcontractor, agent or other persons providing services, on behalf of Contractor who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Contractor, any subcontractor, agent or other persons providing services on behalf of Contractor, 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, Contractor shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claims Act. Contractor must adhere to the False Health Care Claims Policy approved by the Stanislaus County Board of Supervisors on May 8, 2007, as located at <http://www.co.stanislaus.ca.us/BOS/Agenda/2007/20070508/B07.pdf> and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor will adhere to these policies and procedures.

30. 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 in duplicate 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: 10/29/10

**CHILDREN'S CRISIS CENTER
OF STANISLAUS COUNTY**

By: Colleen Garsis

Title: Executive Director

Dated: 10-22-10

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

By: Linda S. Nancy

Title: Deputy County Counsel

Dated: 11-19-10

COUNTY PURCHASING DEPARTMENT

By: [Signature]

Title: Purchasing Agent

Dated: 11.8.10

COUNTY OF STANISLAUS

Approved per BOS Item #: 2010-572

Dated: September 14, 2010

**CHILDREN'S CRISIS CENTER OF STANISLAUS COUNTY
AGREEMENT TO PROVIDE
PARENT SUPPORT AND RESPITE CARE
OCTOBER 1, 2010 THROUGH JUNE 30, 2011**

I. SCOPE OF WORK:

Contractor shall provide the following services:

- A. Respite services shall be available seven (7) days per week from 8:00 a.m. to 9:00 p.m. and overnight for the provision of prevention services to high risk children ages six (6) to twelve (12) years of age, who do not have an open Child Welfare Services (CWS) case.
- B. Four (4) service locations shall be available within Stanislaus County. Service sites shall be stationed in the cities of Modesto, Oakdale and Turlock. Each site shall be state licensed, for a total combined services capacity of eighty-four (84) children at one time during daytime operational hours and up to thirty-five (35) at one time during overnight operational hours.
- C. Trained Respite Caregivers shall provide children will respite services that include therapeutic activities, balanced meals, physical assessments and developmental screenings.
- D. Case Management Staff shall provide preventative assistance to high risk parents through Crisis Counseling, Crisis Management, resource identification and Social Service referrals.
- E. An anticipated sixty (60) families (approximately one hundred forty (140) children shall be served from October 1, 2010, through June 30, 2011.
- F. Respite Childcare and Case Management services shall be offered without charge to families.
- G. Services provided under this Agreement shall be available to all residents of Stanislaus County and shall be culturally and linguistically appropriate.

II. COMPENSATION:

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

- A. Costs:
 - 1. The maximum amount of this Agreement for the period October 1, 2010, through June 30, 2011, shall not exceed \$33,148.
 - 2. This is a cost reimbursement Agreement. The costs attendant to the provision of services are described in EXHIBIT B which is hereby incorporated by reference and made a part hereof.
 - 3. Contractor 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.

- B. Contractor shall make no charge to the recipient and shall collect no share of cost.
- C. This Agreement shall be effective October 1, 2010, through June 30, 2011.
- D. Contractor agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Contractor 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 Contractor 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. County shall not be required to purchase any definite amount of services nor does County guarantee to Contractor any minimum amount of funds or hours.

G. Billings:

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

May 2011 is due June 7, 2011
June 2011 is due June 14, 2011

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

- 2. Billings will be submitted to:

Stanislaus County Community Services Agency
 Attention: Accounts Payable Supervisor, F3A
 P.O. Box 42
 Modesto, CA 95353-0042
 (209) 558-2217

- 3. 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.

H. Payments:

- 1. If the conditions set forth in this Agreement are met County shall pay, on or before the thirtieth (30th) day after receipt of the 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 Contractor or for the claimed services which County monitoring shows have not been provided as authorized.
3. County retains the right to withhold payment on disputed claims.
4. Final payment under Agreement may be held until a termination audit is completed or until receipt of Contractor's annual narrative.

III. REPORTING:

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

A. Outcomes shall be reported in the semi annual narrative and annual narrative to Child and Family Services Manager at filgab@stancounty.com

1. ___% of parents who have children ages 6-12 who have demonstrated program engagement by utilizing family support services

Short Term:

2. ___% of parents who have children ages 6-12 who have completed the risk assessment evaluation tool

Intermediate:

3. ___% of parents who have children ages 6-12 who have decreased risk level through participation in the child respite program resulting in the child's safe return home

Long Term:

4. ___% of parents who have children ages 6-12 who have participated in the case management service plan and have improved environments and family dynamics for their children

B. Monthly/Quarterly Program Statistical Report – Consultant shall submit the Program Statistical Report, as specified in EXHIBIT C, which is incorporated by this reference, is due by the 30th day of the following month via email to CSARreport@stancounty.com.

**CHILDREN'S CRISIS CENTER OF STANISLAUS COUNTY
 AGREEMENT TO PROVIDE
 PARENT SUPPORT AND RESPITE CARE
 OCTOBER 1, 2010 THROUGH JUNE 30, 2011
 AGREEMENT BUDGET**

<u>BUDGET CATEGORY</u>	<u>TOTAL</u>
Personal Services	
Salaries (1)	\$ 33,148
Fringe Benefits (Invoice actual employer paid only)	\$33,148
Total Personal	0
Operating Expenses	0
Indirect (10% of Salaries & Benefits)	<u>\$33,148</u>
Total Costs	

(1) Salaries for Respite Care Givers and Case Management at four (4) sites throughout Stanislaus County



COMMUNITY SERVICES AGENCY

Christine C. Applegate
Director

251 E Hackett Road
P.O. Box 42, Modesto, CA 95353-0042

Phone: 209 558 2500 Fax: 209 558 2558

BOARD OF SUPERVISORS

2010 OCT -11 A 7: 56

MEMO TO: SUZI SEIBERT
CLERK TO THE BOARD OF SUPERVISORS

FROM: *Shannen Love* SHANNEN LOVE
CONTRACTS ADMINISTRATION

DATE: SEPTEMBER 30, 2010

SUBJECT: FULLY EXECUTED CONTRACT

=====

Enclosed for your record is the fully executed original of the following Agreement:

- ◆ Richard Allen – Public Assistance Fraud Investigator Services, effective 1/19/10 – 6/30/11

The above contract was approved by the Board of Supervisors with Action #2010-572 on September 14, 2010 and was included in the Final Budget for FY 10/11.

If you have any questions regarding this document, please call me at 558-1430.

Thank you.



PERSONAL SERVICES AGREEMENT

It is hereby mutually agreed between the County of Stanislaus, Community Services Agency, (hereinafter referred to as "County") and RICHARD ALLEN, (hereinafter referred to as "Contractor") that the Agreement entered into on January 19, 2010, for the purpose of providing Public Assistance Fraud Investigator services is hereby amended as follows:

EXHIBIT A, C. COMPENSATION, is hereby deleted and replaced with the following:

C. COMPENSATION

In order to process payments for federal and state withholding, etc., and in order to ensure that all appropriate County costs are charged to the correct department, all personal service contractors must be paid through the County biweekly payroll system. This also means that personal service contractors must be compensated on an hourly basis and that negotiated Agreement amounts must be converted from an annual amount to an hourly amount. All Agreements must stipulate an hourly rate of pay.

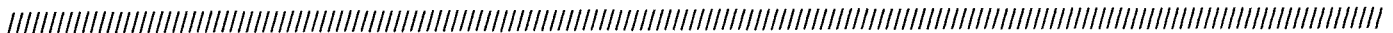
The Contractor shall be compensated for the services provided under this Agreement at the rate of \$29.00 per hour. Contractor shall work an average of thirty (30) hours per week not to exceed forty (40) hours per week and a maximum of two thousand eight hundred forty-eight (2,848) hours during the Agreement period. The maximum compensation of the two thousand eight hundred forty-eight (2,848) hours for the Agreement period shall not exceed \$82,592. The last working day shall be June 17, 2011.

This Agreement shall be effective January 19, 2010, and remain in effect until June 30, 2011.

The Contractor shall periodically submit a written document to the department identifying the name of the individual performing services, the date the services were performed, a description of the services, and the total cost of the services. The responsible department head shall review and certify that all such services have been received and that the amounts paid to the Contractor have not exceeded the amount that was budgeted for the services. The department head must keep this certified document on file in the Contractor's official personnel file, which the department must maintain for audit purposes.

The County shall reimburse the Contractor for travel costs, meals, and lodging at the same rate paid to County employees if required for the performance of services requested by the County. Receipts of all expenses shall be provided to the County prior to payment of any reimbursable expenses.

All other terms and conditions of the Agreement shall remain in full force and effect.



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

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

RICHARD A. ALLEN

By: Christine C. Applegate
Christine C. Applegate

By: [Signature]
Richard A. Allen

Title: Director

Title: PSC

Date: 9/23/10

Date: 9-28-10

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

CHIEF EXECUTIVE OFFICE

By: John P. Doering

By: [Signature]
Cynthia Thomlison

Title: Deputy County Counsel

Title: Senior Management Consultant

Date: 9/13/10

Date: 9/17/10

COUNTY OF STANISLAUS

Approved per BOS Item #: 2010-572

Date: 9/14/10

- Distribution:
- Department –Contracts -- Original of Agreement
 - Department – Human Resources – Duplicate Original of Agreement
 - Contractor – Duplicate Original of Agreement
 - CEO/Human Resources – Duplicate Original of Agreement
 - BOS – Duplicate Original of Agreement



BOARD OF SUPERVISORS

2010 OCT 28 A 8:03

COMMUNITY SERVICES AGENCY

Christine C. Applegate
Director

251 E Hackett Road
P.O. Box 42, Modesto, CA 95353-0042

Phone: 209 558 2500 Fax: 209 558 2558

MEMO TO: SUZI SEIBERT
CLERK TO THE BOARD OF SUPERVISORS

FROM: *CL* SHANNEN LOVE
for CONTRACTS ADMINISTRATION

DATE: OCTOBER 27, 2010

SUBJECT: FULLY EXECUTED CONTRACT

Enclosed for your record is the fully executed original of the following Agreement:

- ◆ ASPIRANET – Youth Transitional Housing Program Plus (THP+), effective 7/1/10 – 6/30/11

The above contract was approved by the Board of Supervisors with Action #2010-572 on September 14, 2010 and was Board V. Scheduled Matters 9:05 a.m. If you have any questions regarding this document, please call me at 558-1430.

Thank you.



COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
AGREEMENT TO PROVIDE
YOUTH TRANSITIONAL HOUSING PROGRAM PLUS (THP+) PROGRAM
JULY 1, 2010 THROUGH JUNE 30, 2011

It is hereby mutually agreed between COUNTY OF STANISLAUS ("County") and ASPIRANET, ("Contractor"), that the Agreement entered into on July 1, 2010, for the purpose of providing scattered sites transitional housing services for foster youth ages 18-24, employment amended as follows:

WHEREAS the addition of Host Family Services is needed to provide enhanced customer services; and

WHEREAS the addition of Host Family Services requires additional funds for services provided; and

WHEREAS Paragraph 18. AMENDMENT provides for the amendment of the Agreement by mutual written consent of the parties.

FIRST: EXHIBIT A is hereby deleted and replaced with EXHIBIT C.

SECOND: EXHIBIT B is hereby deleted and replaced with EXHIBIT D.

All other terms and conditions of the Agreement shall remain in full force and effect.

////////////////////////////////////

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 in duplicate 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: 10/18/10

ASPIRANET

By: [Signature]

Title: CEO

Dated: 10/12/10

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

By: [Signature]

Title: Deputy County Counsel

Dated: 10/5/10

COUNTY PURCHASING DEPARTMENT

By: [Signature]

Title: Purchasing Agent

Dated: 10.25.10

COUNTY OF STANISLAUS

Approved per BOS Item #: 2010-572

Dated: September 14, 2010

**ASPIRANET
AGREEMENT TO PROVIDE
TRANSITIONAL HOUSING PLUS YOUTH PROGRAM SERVICES
JULY 1, 2010 THROUGH JUNE 30, 2011**

I. SCOPE OF WORK:

Contractor shall provide the following services to County Transitional Housing Program Plus (THP+) Program participants and former foster youth ages 18-24 as referred by County:

A. Contractor shall enroll participants in the Scattered Sites Services, Host Family Model Services, Emancipation Account Services and Employment Services programs within ten (10) days of referral. Enrollment includes contact with the County After Care Social Worker and the participant to gather data and completion of enrollment documents. Contractor shall send copies of enrollment documentation to the County After Care Social Worker. Contractor shall follow the County's Guidelines for enrollment in the Host Family Model of Transitional Housing Plus.

B. Contractor shall complete the following:

1. Quarterly THP+ assessment using the John Burton (JB) Foundation Data Base or Efforts to Outcomes (ETO). Provide copies to County ILP/THP Manager and Supervisor.
2. Annual Survey conducted by JB Foundation. Provide copies to County ILP/THP Plus Manager and Supervisor.
3. Any other reports required by California Department of Social Services and County's THP+ Program.
4. Contractor shall meet monthly with the County ILP/THP Team (Manager, Social Worker Supervisor ILP Coordinator and After Care Social Worker) to review implementation and progress.
5. Communicate with ILP/THP Social Worker Supervisor any immediate issues regarding the program.

C. SCATTERED SITES SERVICES PROGRAM

1. Assessment
 - a. Contractor shall screen, prioritize and elect eligible participants for scattered site model as referred by County After Care Social Worker.
 - b. Contractor shall certify the scattered site home/apartment by completing a home evaluation that includes an assessment of home standards.
 - c. Contractor shall discuss responsibilities and complete required forms with the participant.

2. Case Management

- a. Contractor shall coordinate with the County Independent Living Program (ILP)/After Care Program staff to meet the goals outlined in the Supportive Transitional Emancipation Plan-Transitional Independent Living Plan (STEP-TILP) or Transitional Independent Living Plan (TILP) and the THP+ plan. Contractor shall complete the THP+ Assessment and Service Plan within two (2) weeks of program enrollment and provide copies to the County After Care Social Worker.
- b. Contractor shall spend a minimum of one (1) hour per month with each participant to provide support and guidance to address ongoing needs, group counseling as appropriate, educational advocacy, assistance to pursue college or other post high school training, job readiness training and support, mentoring, help in building relationships to community, family, neighbors and employers and other relationship area.
- c. Contractor shall spend a minimum of two (2) hours weekly with each participant on plan follow through, goals and ambitions to provide encouragement, motivation, tutoring and linkage to academic, vocational and support services.

3. Educational and Job Readiness Services

- a. Contractor shall provide educational advocacy and support including linkages to other Independent Living Skills (ILS) services with the goal for the participant to obtain in a high school diploma, General Educational Development (GED), High School Proficiency prior to graduation from the program.
- b. Contractor shall work closely with colleges and vocational programs to facilitate participants' research of options for higher education to include enrollment, financial assistance, tutoring or other needed assistance.
- c. Contractor shall collaborate with local agencies that provide job readiness training and education services for each participant.

4. Economic Stabilization

- a. Contractor shall work with the participant to establish checking accounts, budgets, and calendars for paying bills on time. The participant will be responsible for telephone services.
- b. Contractor shall provide monthly allotments to the participant once Contractor and County determine the participant is ready. Participant will place monthly allotment into a checking account. Contractor shall create a statement for the participant listing the total monthly bills to include their share of the rent and utilities. Participant will pay these bills timely using their established checking account.
- c. Contractor shall provide an allowance of \$335 per month to the participant for utilities, laundry, food, cleaning supplies, transportation, and personal necessities.

- d. Contractor shall pay participant's rent of \$433 per month initially. The responsibility for payment shall transition to the participant upon approval of the Contractor and the County.
- e. Contractor shall establish an emancipation savings fund for the participant of \$50 per month. The emancipation fund will be held in a Federal Deposit Insurance Corporation (FDIC) insured, interest bearing savings account. This fund will not be accessible until the participant is ready to leave the program unless the participant petitions the Contractor to access the fund. The petition must promote emancipation to be considered. The petition must be approved by the Contractor and the County. Any funds retained by the Contractor on behalf of the participant, shall be distributed, including principal and interest, to the participant when he/she leaves the program or earlier if permitted by the THP+ program guidelines.

Note: If funds are available at the end of the fiscal year, the active participant may receive additional emancipation funds for successful participation at the end of the months 3, 6, 12, 15, 18, 21, and 24. Successful participation means: doing well in school, being employed or actively looking for work and following the THP+ regulations and procedures.

5. Life Skills

- a. Contractor shall provide mentoring to the participant to develop life long family like relationships. Contractor may work with adults in the community who can become participant mentors through local mentoring programs.
- b. Contractor shall work with participant to identify, maintain, encourage and strengthen family ties.
- c. Contractor shall provide life skills assistance in budgeting, identifying needed resources and teaching independent living skills. Living skills may include: menu preparation, shopping, cooking, cleaning, grooming, job and college application, banking, identification of appropriate leisure activities and social supports, relationship guidance, substance use, transportation, linkage to medical services, mental health services and dental appointments and other necessary services.
- d. Contractor shall provide the participant with individual and group support directly and provide referrals for counseling therapy as needed.

6. Housing Services

- a. Contractor shall inform the participant of living options to include rental location and potential roommates. Contractor shall invite the participant to see the rental and meet the prospective roommate.
- b. Contractor shall provide apartment furnishings when Agreement funds are available. Contractor shall explore donations through various community services and existing local vendor partnerships to assist with apartment furnishings.

- c. Contractor shall secure participant housing and utilities in Contractor's name initially. Contractor shall make rent and utility payments, with the exception of telephone services.
- d. Contractor shall do a site visit of the participant's apartment initially a minimum of two (2) visits per week in the first month of participation. After the first month, Contractor shall do a site visit once per week until the participant leaves the program.
- e. Contractor shall gradually transfer the rental agreement and utilities into the participant's name as greater responsibility is demonstrated by the participant.

6. 24-Hour Crisis Intervention

Contractor shall provide twenty-four (24) hour crisis intervention and support. Participants will have access to twenty-four (24) hour on-call services seven (7) days per week via an after hours service. Participants shall be provided with an emergency card with access instructions. Contractor shall provide verbal instructions to the participant on when and how to use the service.

D. HOST FAMILY MODEL SERVICES OCTOBER 1, 2010, THROUGH JUNE 30, 2011

1. Assessment

- a. Contractor shall screen, prioritize, assess and select eligible participants for Host Family Model as referred by County After Care Social Worker.

Selection criteria are as follows:

- 1) Urgent housing need;
 - 2) Participant's ability to succeed in a host family model;
 - 3) Participant's motivation and commitment to pursue post-secondary education/vocational training that is likely to lead to employment with a living wage;
 - 4) The lifelong connection has a high level of commitment as a permanency resource and is willing/able to support the participant's relationships with siblings and other important connections;
 - 5) The lifelong connection has training, experience and/or references evidencing their ability to work constructively with transition-aged youth, especially the participant;
 - 6) The participant and lifelong connection are able to work in a team environment;
 - 7) The participant must be enrolled in the program prior to their 24th birthday.
- b. Evaluate the lifelong connection and certify as THP+ placement. Follow the process set forth in the County's Host Family Model evaluation and licensing standards.

Interview the lifelong connection and assess the following:

- 1) Permanency relationship/level of commitment to the participant with or without children;
 - 2) Willingness/ability to support/maintain other permanency relationships of the participant;
 - 3) Training experience and/or ability to provide stable, non-temporary housing, work as a team and mentor the participant;
 - 4) Potential impact as THP+ provider if the home is currently licensed, certified or approved as a foster home or other child care facility;
 - 5) Family composition and impact on other children and/or dependent children in the Host Family's home;
- c. Certify the home by completing a home evaluation to assess home standards, sleeping arrangements (no more than two THP+ participants will share a bedroom), the degree of privacy, and compliance with licensing standards (such as smoke detectors in the home).
- d. After certification, work with the lifelong connection and the participant in completing all the Host family Model documents such as:
- 1) Shared Housing Responsibilities Agreement;
 - 2) Connected for Life Agreement;
 - 3) Budget Sheet (THP+ Estimated Cost per month per participant form)
 - 4) Transitional Independent Living Plan. Note that this document will be updated annually or more frequently if necessary. GED or high school diploma must be included in the TILP or a vocational plan.
- e. Discuss the Team Members' responsibilities and provide the participant and lifelong connection copies of these documents.

2. Case Management

- a. Contractor shall coordinate with the County Independent Living Program (ILP)/After Care program staff to meet the goals outlined in the Supportive Transitional Emancipation Plan-Transitional Independent Living Plan (STEP-TILP) or Transitional Independent Living Plan (TILP) and the THP+ plan. Contractor shall complete the THP+ Assessment and Service Plan within two (2) weeks of program enrollment and provide copies to the County After Care Social Worker.
- b. Contractor shall complete the THP+ Assessment and Service Plan within two (2) weeks of program enrollment and provide copies to the County After Care Social Worker.

- c. Contractor shall meet with the participant and lifelong connection a minimum of two (2) hours per month to provide support and guidance and address ongoing needs, group counseling as appropriate, educational advocacy, assistance to pursue college or other post high school training and support, mentoring, help in building relationships to community, family, neighbors and employers and other relationship areas. Based on the participant need, Contractor may meet with participant and lifelong connection more frequently.
- d. Contractor shall make referrals to other services as needed.
- e. Contractor shall provide additional support based on needs such as bus tickets,

3. Educational and Job Readiness Services

- a. Contractor shall provide educational advocacy and support including linkages to other Independent Living Skills (ILS) services with the goal for the participant to obtain in a high school diploma, General Educational Development (GED) or High School Proficiency prior to graduation from the program.
- b. Contractor shall work closely with colleges and vocational programs to facilitate participants' research of options for higher education to include enrollment, financial assistance, tutoring or other needed assistance.
- c. Contractor shall collaborate with local agencies that provide job readiness training and education services for each participant.

4. Economic Stabilization

- a. Contractor shall work with the participant to establish checking accounts, budgets, and calendars for paying bills on time. The participant will be responsible for telephone services.
- b. Contractor shall provide payment to lifelong connection as determined by County (payment rate of \$500.00 per month as of July 1, 2006, is subject to change). Payment will cover room and utilities. Participant is expected to apply for food stamps to cover food expenses.
- c. The participant's responsibility for payment/contribution directly to lifelong connection shall steadily increase as follows:
 - At 7 months - \$100.00
 - At 12 months - \$200.00
 - At 18 months - \$300.00
 - At 21 months - \$400.00
 - At 24 months – the participant becomes financially responsible for full payment
- d. Contractor shall establish an emancipation savings fund for each THP Plus participant. The Contractor will deposit into each THP Plus participants' account \$50 monthly for each month the youth participates. The emancipation fund will be held in a Federal Deposit Insurance Corporation (FDIC) insured, interest bearing savings account. This fund will not be accessible until the participant is ready to leave the program unless the

participant petitions the Contractor to access the fund. The petition must promote emancipation to be considered. The petition must be approved by the Contractor and the County. Any funds retained by the Contractor on behalf of the participant, shall be distributed, including principal and interest, to the participant when he/she leaves the program or earlier if permitted by the THP+ program guidelines.

Note: If funds are available at the end of the fiscal year, the active participant may receive additional emancipation funds for successful participation at the end of the months 3, 6, 12, 15, 18, 21, and 24. Successful participation means: doing well in school, being employed or actively looking for work, following the THP+ regulations and procedures.

5. Life Skills

- a. Contractor shall provide mentoring to the participant to develop life long family like relationships. Contractor may work with adults in the community who can become participant mentors through local mentoring programs.
- b. Contractor shall work with participant to identify, maintain, encourage and strengthen family ties.
- c. Contractor shall provide life skills assistance in budgeting, identifying needed resources and teaching independent living skills. Living skills may include: menu preparation, shopping, cooking, cleaning, grooming, job and college application, banking, identification of appropriate leisure activities and social supports, relationship guidance, substance use, transportation, linkage to medical services, mental health services and dental appointments and other necessary services.
- d. Contractor shall encourage the lifelong connection to provide life skills to the participant.
- e. Contractor shall provide the participant with individual and group support directly and provide referrals for counseling therapy as needed.

6. Housing Services

- a. Contractor shall assess the participant's eligibility to move to the scattered site or other housing models available and if eligible discuss housing options that include rental location and potential roommates. Contractor shall invite the participant to see the rental and meet the prospective roommate.
- b. Contractor shall provide start up furnishing if needed and when funds are available. Contractor shall explore donations through various community services and existing local vendor partnerships to assist with home furnishings.
- c. Contractor shall do a site visit of the participant's home, initially a minimum of two (2) visits per month in the first month of participation. After the first month, Contractor shall do a site visit once per month until the participant leaves the program. Contractor shall assess the participant's progress and lifelong connection's commitment to the participant and the program. Frequent visits may occur depending on the needs of the participant and lifelong connection.

7. 24-Hour Crisis Intervention

Contractor shall provide twenty-four (24) hour crisis intervention and support. Participants will have access to twenty-four (24) hour on-call services seven (7) days per week via an after hours service. Participants shall be provided with an emergency card with access instructions. Contractor shall provide verbal instructions to the participant on when and how to use the service.

8. COUNTY PRE-ASSESSMENT

County shall provide pre-assessment screening of the lifelong connection provider for the Host Family Model. The pre-assessment screening consists of a criminal background check (obtained through live scan) and completion of declarations under the penalty of perjury by all adults living in the home. The County shall report to Contractor if the Host Family has cleared the criminal background.

E. EMPLOYMENT SERVICES PROGRAM

1. Contractor shall assess the referred participant within thirty (30) days of enrollment. Assessment process includes meeting with participant and caregiver to identify potential obstacles, completion of a work history form, completion of applicant statement, completion of the Test of Adult Basic Education (TABE) documents and completion of the Employability Skills Inventory.
2. Contractor shall prepare an Individual Service Strategy plan for each enrolled participant within thirty (30) days of enrollment.
3. Contractor shall provide three (3) weeks of highly structured intensive job readiness training that includes job search training for THP+ Program participants. The job search training may be extended beyond three (3) weeks if it is determined that the participant's performance during job search training indicated that extending the job search period is likely to result in unsubsidized employment. Flexible sessions will be available to accommodate the schedule of the participants.
 - a. Contractor, working with County, shall make reasonable modifications of services to accommodate participants who have a learning disability. Reasonable accommodations or modifications and adjustments may be necessary to make it possible for a qualified participant with a learning disability to apply for or perform the essential functions of a job or to participate in Contractor services
 - b. Contractor shall assess each participant to identify social and educational barriers to employment and outline solutions.
4. With the goal of passing the General Educational Development (GED) certificate, Contractor shall provide intensive GED preparation as documented in the participant's Individual Service Strategic Plan to include tutoring, coaching, and a pre-test.
5. Contractor shall provide supervised job search services. Contractor shall give supportive services, job tips, and provide job search tools to include developing and maintaining a variety of partnerships with work sites. Contractor shall introduce participants to these worksites in "pre-interviews" linking the participant's unique skill levels to the job and assuring a fit for the participant's diverse needs.

6. Contractor shall provide vocational training program placement services when Agreement funds are available. All vocational program training must be accredited and will be required to provide participant with a diploma or certificate upon completion of the training. Contractor shall review and consider all requirements necessary for the participant to successfully complete the training. Contractor shall obtain approval from the County After Care Social Worker, via email. Once approval is received, Contractor shall assist the participant in completing the enrollment process. Vocational program training cost shall not exceed \$6,000 per participant without prior approval from County and shall be dependent on the availability of THP+ funds.
7. Contractor shall provide supportive services and supplies as required by the job or vocational training program such as, but not limited to: books, welding supplies, bus tickets, and uniforms when Agreement funds are available.
8. Contractor shall provide thirty (30) day job or vocational training program retention follow up support and encouragement after job or program placement, by addressing the needs of keeping the participant focused on the job or program and by heading off any problems in advance and encouraging THP+ participants to stay in touch. Services shall include: counseling, employer intervention, advice about childcare, transportation, workplace behavior, and referral to other services in the community. Confirmation of job or program retention will be via phone conversations with the participant. Contractor shall provide support and assistance as needed, with a minimum contact schedule, as listed below:

<u>Time Period for Contact</u>	<u>Purpose</u>
Day before first day of work/training program	Support and encouragement
First day of work/training program	Find out how it went and any needs
First week	Check on program/work/non-work issues
Weekly for thirty (30) days	Follow-up on how things are going

9. Contractor shall provide on-going job or vocational training program retention follow up support and encouragement after job or program placement for up to six (6) months following job placement or completion of vocational training, by addressing the needs of keeping the participant focused on the job or program, and by heading off any problems in advance and encouraging THP+ participants to stay in touch throughout the participant's eligibility as described in EXHIBIT A, II. COMPENSATION: A. Costs: Paragraph 11. of this Agreement. Extensions may be approved by THP+ Program Manager. Services shall include: counseling, employer intervention, advice about childcare, transportation, workplace behavior, and referral to other services in the community. Confirmation of job or program retention will be via phone conversations with the participant. Contractor to provide support and assistance as needed, with a minimum contact schedule, as listed below:

<u>Time Period for Contact</u>	<u>Purpose</u>
Bi-weekly from thirty (30) days to maximum participant eligibility	Follow-up to meet participant needs Assist with job/program progression

10. At least monthly, Contractor shall communicate with the County After Care Social Worker, in writing and by phone, regarding THP+ participants' progress, their identified unmet needs, and/or barriers to job or training program retention.

F. YOUTH SAVINGS ACCOUNT SERVICES OCTOBER 1, 2010, THROUGH JUNE 30, 2011

County shall remit to Contractor existing THP Plus Emancipation funds to establish and deposit into new Contractor emancipation fund accounts for each current THP Plus participant. Contractor shall be responsible to administer these accounts in the same manner as defined in Section C. Scattered Sites, 4., d.

II. COMPENSATION

Contractor 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, 2010, through June 30, 2011, shall not exceed \$322,907.

**Employment Services and Scatter Sites Services
July 1, 2010 through June 30, 2011**

**Family Host Model Services
October 1, 2010 through June 30, 2011**

2. This is a cost reimbursement Agreement. The costs attendant to the provision of services are described in EXHIBIT C which is hereby incorporated by reference and made a part hereof.
3. Contractor shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT C, or as the budget is thereafter amended or obligated.
4. Contractor and County shall agree to the maximum job skills or vocational program expenses per individual. The maximum amount per individual shall not exceed \$6,000 without prior approval from County and shall be dependent on the availability of THP Plus funds.

B. Contractor shall make no charge to the recipient and shall collect no share of cost.

C. This Agreement shall be effective July 1, 2010, through June 30, 2011.

D. Contractor agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Contractor 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 Contractor 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. County shall not be required to purchase any definite amount of services nor does County guarantee to Contractor any minimum amount of funds or hours.

G. Billings:

1. Contractor 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 service months of May and June 2011 are as follows:**

May 2011 is due June 7, 2011
June 2011 is due June 14, 2011

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

2. Billings will be submitted to:

Stanislaus County Community Services Agency
Attention: Accounts Payable Supervisor, F3A
P.O. Box 42
Modesto, CA 95353-0042
(209) 558-2217

3. 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 Contractor operational costs billed to this Agreement. In addition, Contractor will submit a monthly list of all participants in the contracted activities and include their full name; Contractor assigned number, birth date and case number (if available) and associated direct participant service expenditures.

H. Payments:

1. If the conditions set forth in this Agreement are met County shall pay, on or before the thirtieth (30th) day after receipt of the 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 Contractor or for the claimed services which County monitoring shows have not been provided as authorized.
3. County retains the right to withhold payment on disputed claims.

**ASPIRANET
AGREEMENT TO PROVIDE
YOUTH TRANSITIONAL HOUSING PROGRAM PLUS (THP+) PROGRAM
JULY 1, 2010 THROUGH JUNE 30, 2011
AGREEMENT BUDGET**

<u>BUDGET CATEGORY</u>	<u>TOTAL</u>
Personal Services	
Salaries	\$97,500
Fringe Benefits (Invoice actual employer paid only)	19,207
Total Personal	\$116,707
Operating Expenses	\$32,628
Youth Related Expenses	\$147,322
THP+ Emancipation Funds	\$14,580
Indirect * (10% of Salary and Benefits)	\$11,671
Total Costs	<u>\$322,908</u>

*Indirect Rates at 10% of Salary and Benefits are allowable. A rate higher than 10% must be approved by a Federal Agency.



BOARD OF SUPERVISORS

2011 JAN 21 A 8:12

COMMUNITY SERVICES AGENCY

Christine C. Applegate
Director

251 E Hackett Road
P.O. Box 42, Modesto, CA 95353-0042

Phone: 209 558 2500 Fax: 209 558 2558

MEMO TO: SUZI SEIBERT
CLERK TO THE BOARD OF SUPERVISORS

FROM:  SHANNEN LOVE
CONTRACTS ADMINISTRATION

DATE: JANUARY 20, 2011

SUBJECT: FULLY EXECUTED CONTRACT

=====

Enclosed for your record is the fully executed copy of the following Agreement:

- ◆ Haven Women's Center of Stanislaus – Case Management Services, effective 7/1/10 – 6/30/11 – BOS #2010-572, September 14, 2010, Part of Final Budget FY 10/11

If you have any questions regarding this document, please call me at 558-1430.

Thank you.



AMENDMENT 1

**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
AGREEMENT TO PROVIDE
CASE MANAGEMENT SERVICES
JULY 1, 2010 THROUGH JUNE 30, 2011**

It is hereby mutually agreed between COUNTY OF STANISLAUS ("County") and HAVEN WOMEN'S CENTER OF STANISLAUS, ("Contractor"), that the Agreement entered into on July 1, 2010, for the purpose of providing case management services be amended as follows:

WHEREAS the initial term of this Agreement will expire December 31, 2010, and both parties have agreed to extend the date to June 30, 2011; and

WHEREAS the extension of the termination date is for the purpose of providing customer services; and

WHEREAS the extension of the termination date requires additional funds for services provided; and

WHEREAS III. GENERAL TERMS provides for the amendment of the Agreement by mutual written consent of the parties.

FIRST: EXHIBIT A, II. COMPENSATION:, A. Costs: is hereby deleted and replaced with the following:

- 1. The maximum amount of this Agreement for the period July 1, 2010, through June 30, 2011, shall not exceed \$31,120.
- 2. This is a cost reimbursement Agreement. The costs attendant to the provision of service are described in EXHIBIT D which is hereby incorporated by reference and made a part hereof.
- 3. Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT D, or as the budget is thereafter amended or obligated.
- 4. Consultant shall provide a minimum of \$3,112 In-Kind contribution, as detailed in EXHIBIT D – Agreement Budget.

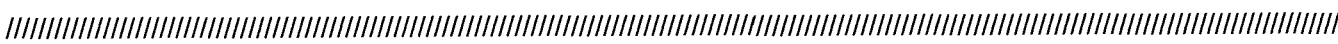
SECOND: EXHIBIT A, II. COMPENSATION:, Paragraph C. is hereby deleted and replaced with the following:

- C. This Agreement shall be effective July 1, 2010 through June 30, 2011.

THIRD: EXHIBIT B is hereby deleted and replaced with EXHIBIT D.

FOURTH: All references to this Agreement terminating on December 31, 2010, are hereby replaced with June 30, 2011.

All other terms and conditions of the Agreement shall remain in full force and effect.



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**

**HAVEN WOMEN'S
CENTER OF STANISLAUS**

By: Christine C. Applegate
Christine C. Applegate

By: Deirdre Reichert

Title: Director

Title: Executive Director

Dated: 12/14/10

Dated: 12/14/10

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

COUNTY PURCHASING DEPARTMENT

By: John P. Doering

By: [Signature]

Title: Deputy County Counsel

Title: Purchasing Agent

Dated: 12/6/10

Dated: 1.14.11

COUNTY OF STANISLAUS

Approved per BOS Item #: 2010-572

Dated: September 14, 2010

**HAVEN WOMEN'S CENTER OF STANISLAUS
 AGREEMENT TO PROVIDE
 CASE MANAGEMENT SERVICES
 JULY 1, 2010 THROUGH JUNE 30, 2011
 AGREEMENT BUDGET**

<u>BUDGET CATEGORY</u>	<u>GRANT FUNDS</u>	<u>IN-KIND AMOUNT*</u>	<u>TOTAL AMOUNT</u>
Personal Services			
Salaries	\$26,208		\$ 26,208
Fringe Benefits 10% - 20% (invoice actual employer paid only)	4,912		4,912
Operating Expenses	0	\$3,112	3,112
Total Costs	\$31,120	\$ 3,112	\$ 34,232

*10% In Kind Match:

Stanislaus County



Final Budget 2010-2011

Richard W. Robinson

Chief Executive Officer



“If we were logical, the future would be bleak indeed. But we are more than logical. We are human beings, and we have faith, and we have hope, and we can work.”

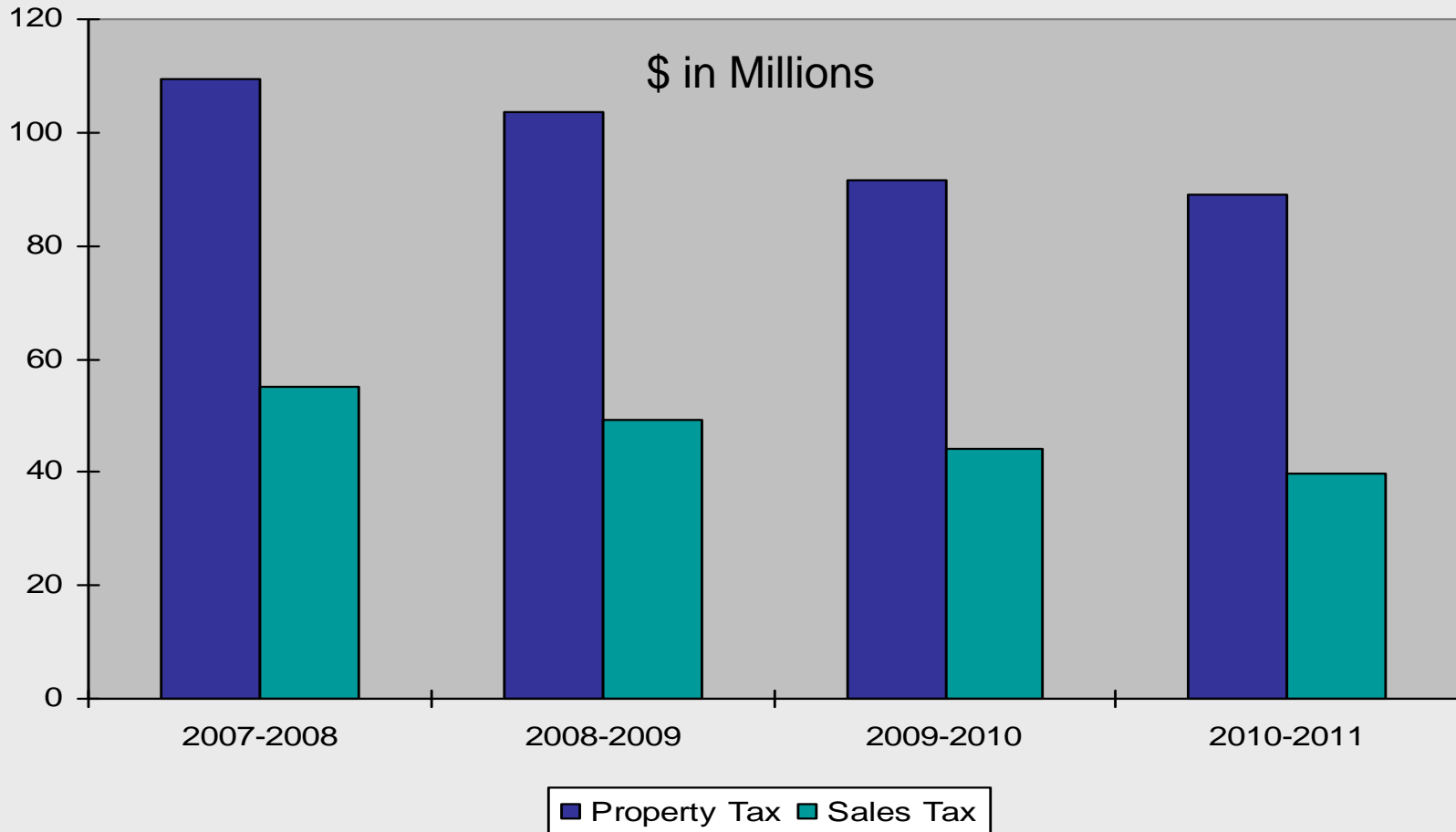
Jacques Cousteau

Today's Presentation



- Past, Present and Future Fiscal Challenges
- 2010-2011 Adopted Proposed Budget Recap
- 2010-2011 Final Budget Overview
- Recommended Final Budget by Board of Supervisors Priorities
- Public Comment Period
- Adopt Final Budget

Fiscal Challenges Past and Present



Assessed Value has declined over \$7.8 billion since 2007-2008

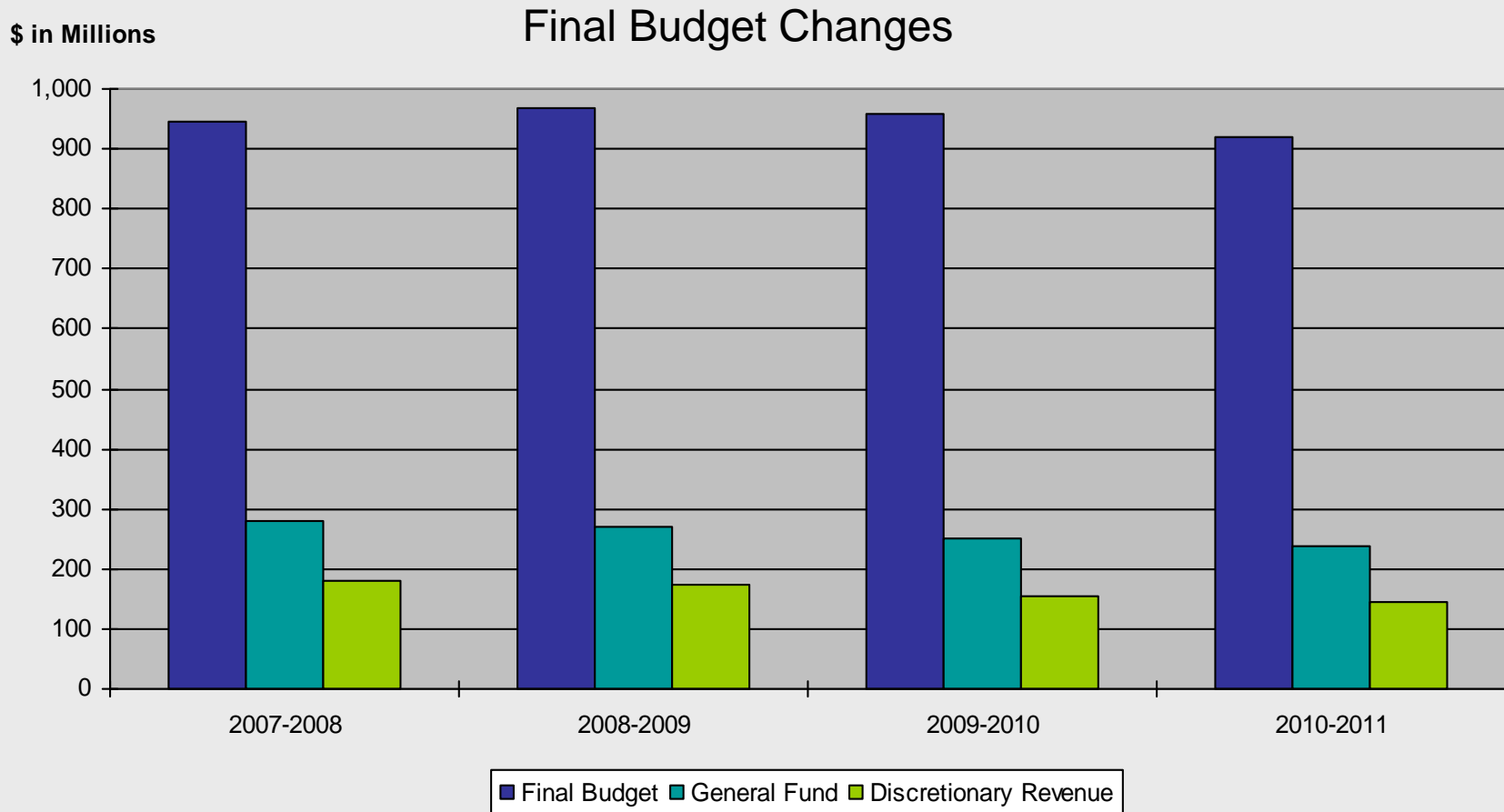
Fiscal Challenges Past and Present



Downturn in economy:

- Drop in property tax assessment roll
- Decrease in sales tax revenue
- Significant increase in home foreclosures and significant decrease in new home permits
- Rising unemployment, from approximately 9% in 2007-2008 to current rate of over 17%
- Increasing retirement costs
- State budget cuts and "borrowings"

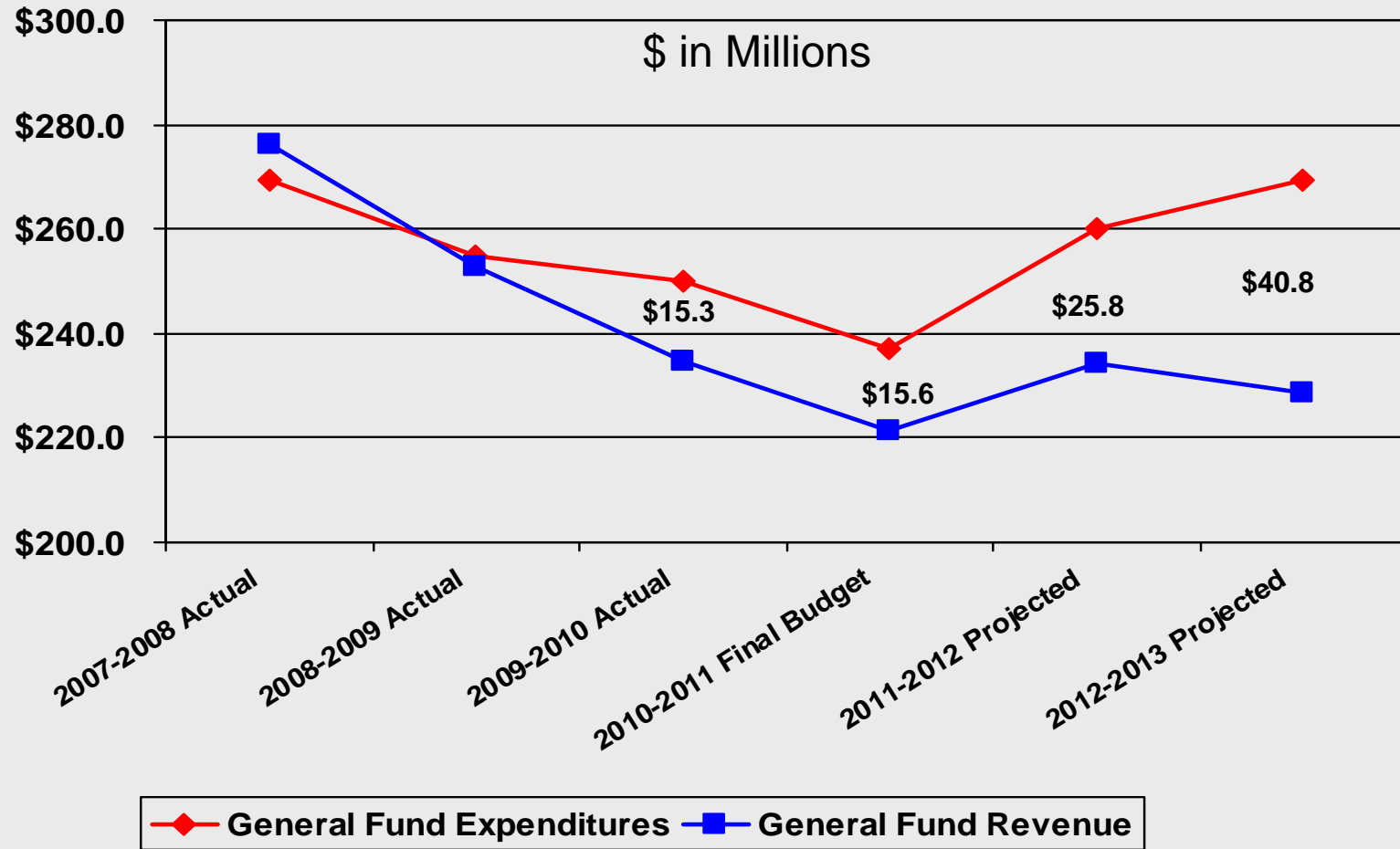
Fiscal Challenges Past and Present



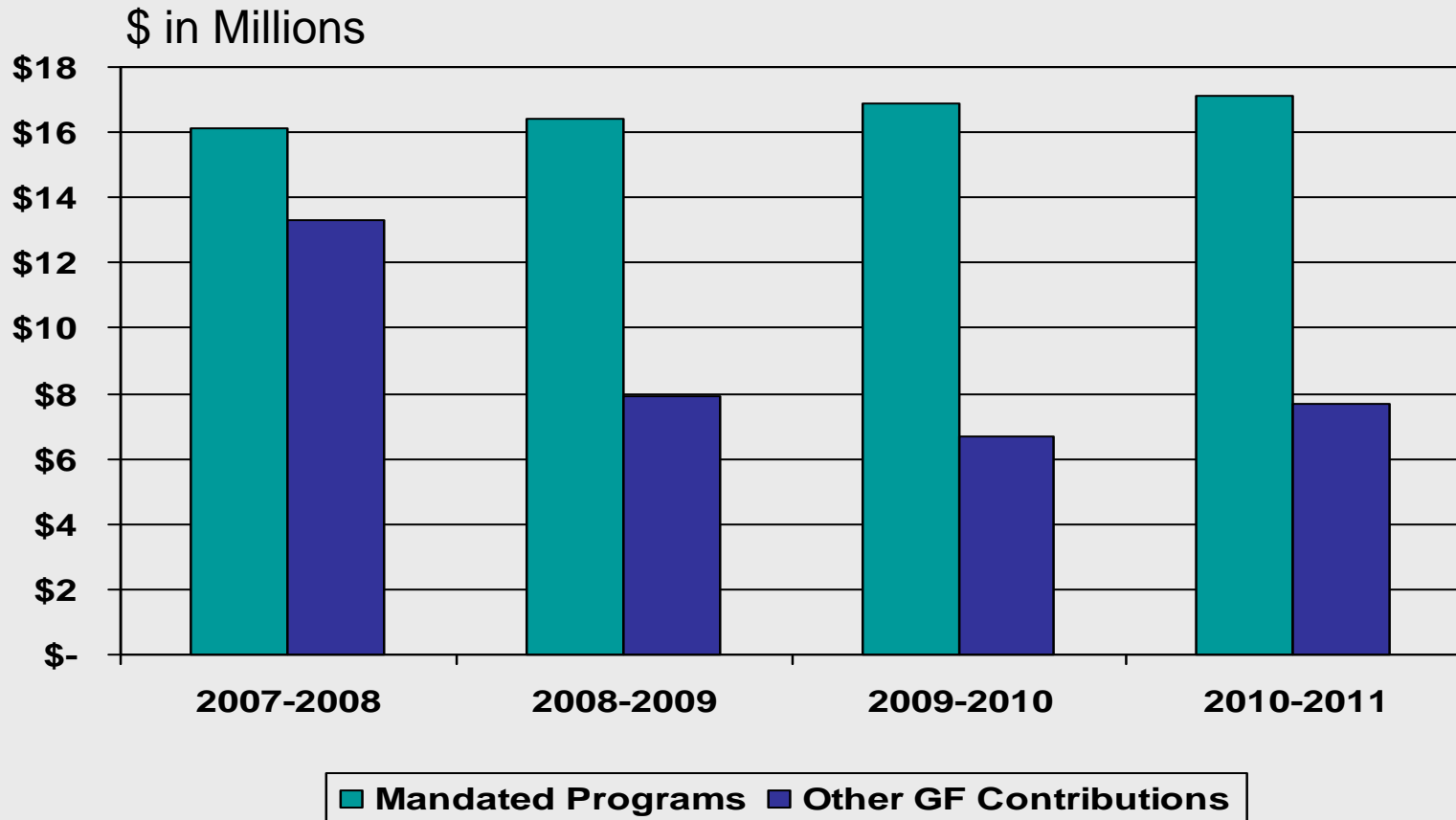
Discretionary Revenue

Discretionary Revenue Description	Adopted Proposed Budget 2010-2011	Recommended Final Budget 2010-2011	Difference
Property Taxes	\$ 40,508,000	\$ 40,090,000	\$ (418,000)
Property Tax In-lieu of VLF	46,562,000	45,292,000	(1,270,000)
Sales & Use Tax (Including In-lieu)	14,762,000	14,762,000	-
Public Safety Sales Tax (Prop 172)	28,000,000	28,800,000	800,000
Penalties on Delinquent Taxes	7,350,000	6,425,000	(925,000)
Interest Earnings	2,430,000	2,200,000	(230,000)
Miscellaneous Revenue Categories	6,796,000	6,339,000	(457,000)
Total	\$ 146,408,000	\$ 143,908,000	\$ (2,500,000)

Fiscal Challenges Past and Present



Fiscal Challenges Past and Present



Fiscal Challenges Past and Present



- The Legislature has yet to adopt a State Budget: **76** Days late – and counting.....
- Approximately \$282.7 million in State dollars included in County Budget

Fiscal Challenges 2010-2011 and Beyond

- Decrease in Property Tax, Sales Tax
- Increased Demand for Safety Net Services
 - In-Home Supportive Services
 - Indigent Healthcare Program
- Unresolved State Fiscal Crisis – Reduced and Diverted Funds
- Increased Retirement Costs, Healthcare costs; and others

Fiscal Challenges 2010-2011 and Beyond

- Decrease in Property Tax, Sales Tax
- Increased Demand for Safety Net Services
 - In-Home Supportive Services
 - Indigent Healthcare Program
- Unresolved State Fiscal Crisis – Reduced and Diverted Funds
- Increased Retirement Costs, Healthcare costs; and others

Addressing the Challenges 2010-2011

So far...

- 9% General Fund Revenue Reduction
- 5% Salary deduction/furlough program
- Early retirement incentive
- Limited use of one time funding
- Strategic planning now for the future

Addressing the Challenges 2011-2012 and Beyond

- Significant fiscal and program restructuring is required
- Maintain no-backfill policy
- Redefine “core” services
- Focus on mandates

Addressing the Challenges 2011-2012 and Beyond

- Significant fiscal and program restructuring is required

General Fund Long Range Summary	2010-2011 Recommended Final Budget	2011-2012 Projected Budget	2012-2013 Projected Budget
Total Revenue	\$237,011,466	\$234,129,697	\$228,612,291
Total Expenditures	\$237,011,466	\$259,882,016	\$269,382,016
Deficit	\$0	(\$25,752,319)	(\$40,769,725)

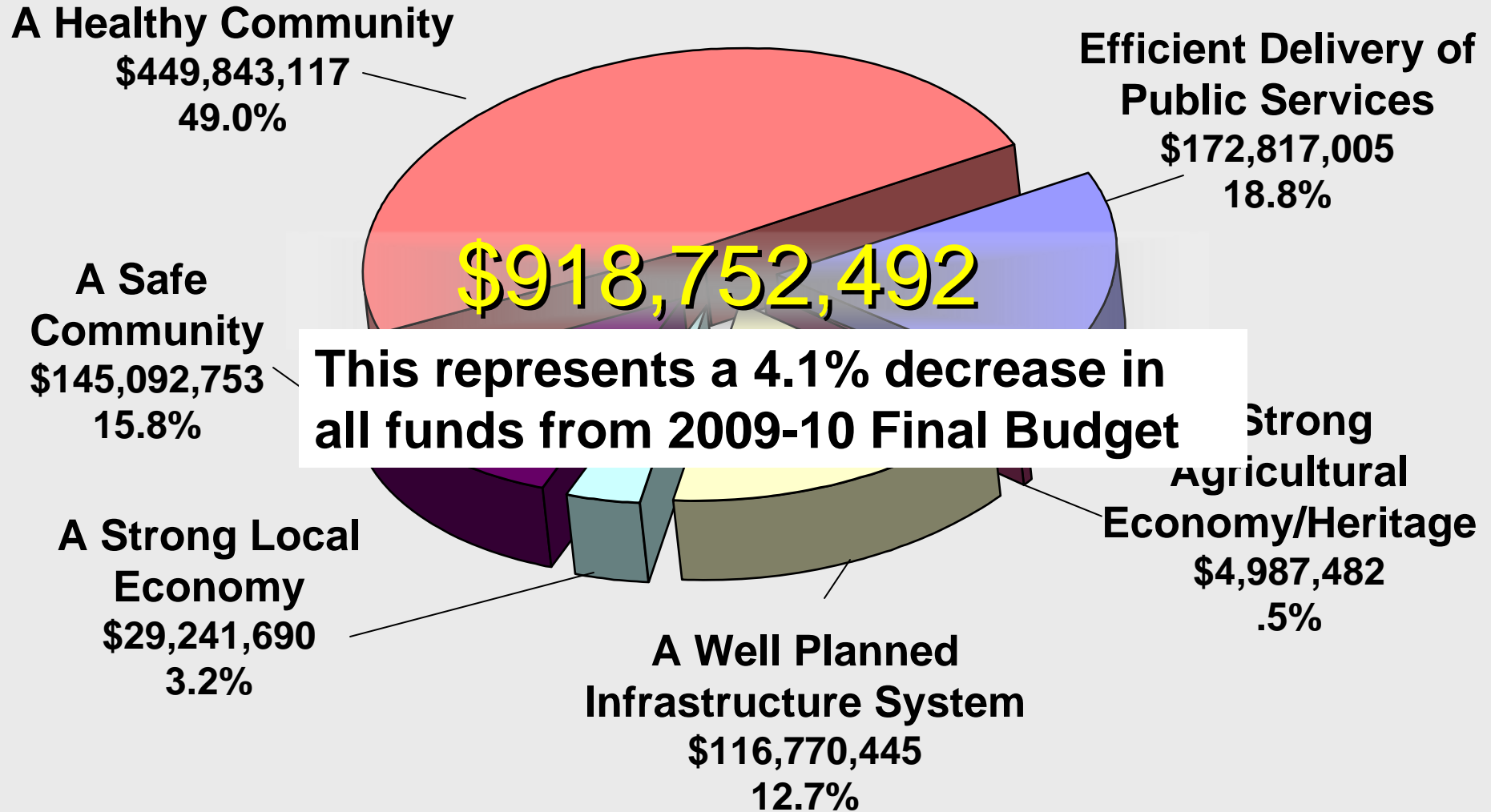
Proposed Budget Highlights



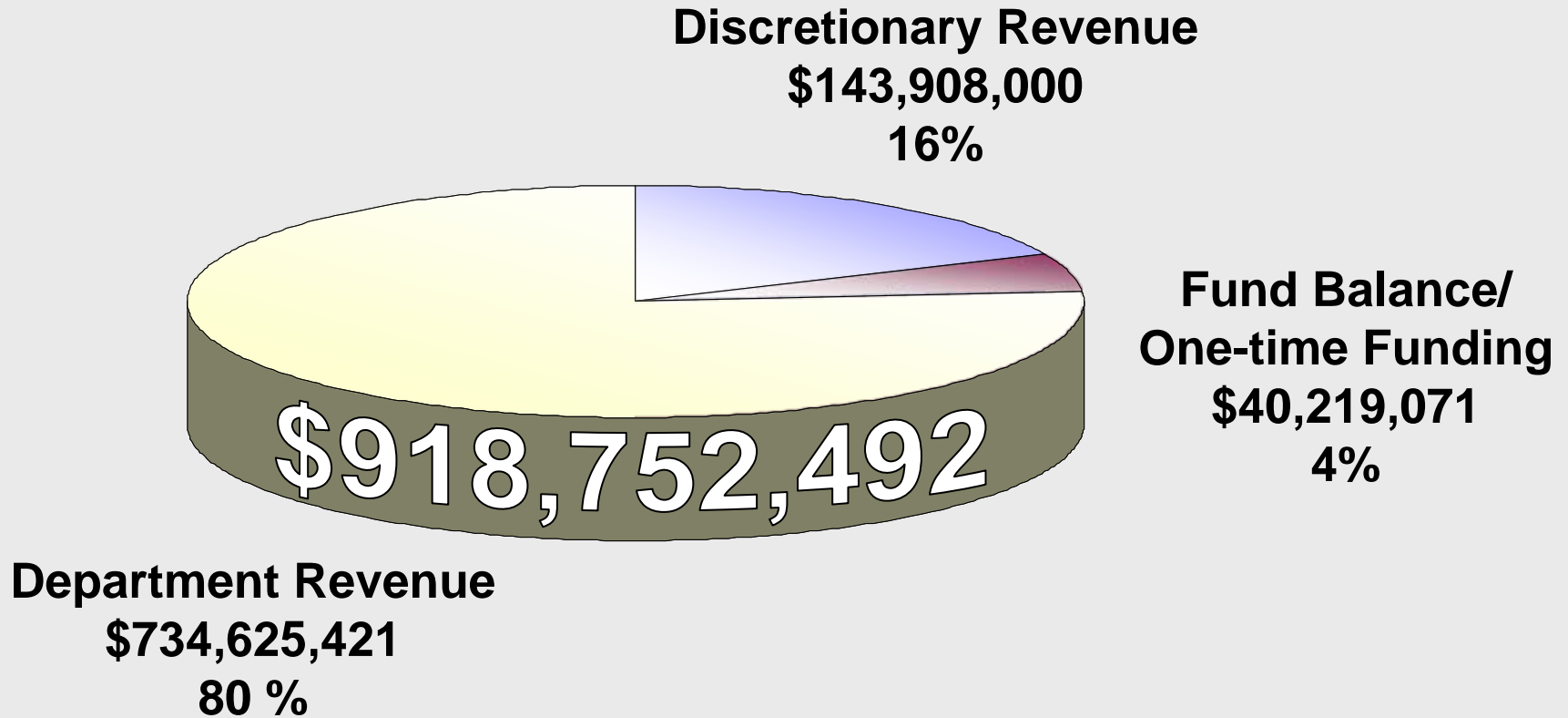
Interim Spending Plan

- Adopted on June 8, 2010
- Totaled \$912,390,959
- \$9.3 million or 9% reduction in revenue allocated to General Fund departments
- No additional funding for increased costs such as negotiated salary increases, healthcare, and retirement costs

Final Budget by Board Priorities



Funding Sources



Final Budget Overview

- Totals \$918,752,492
- 0.7% increase over the 2010-2011
Adopted Proposed Budget
- Limited adjustments to departmental
budgets for staffing and program changes

General Fund Year-End Fund Balance

- Unassigned 2009-2010 year-end General Fund fund balance was \$19.7 million, \$7.8 million decrease to \$27.5 million beginning balance
- Fiscal Year 2010-2011 Adopted Proposed Budget used \$5.2 million in unassigned fund balance

General Fund Year-End Fund Balance

\$12.1 million available for use

- \$6.7 recommended for County Teeter plan
- \$4.9 million recommended to be assigned for General Fund Departments' 75% Carryover
- \$2.4 million to be recommended to be assigned for Final Budget Adjustments

A Safe Community

\$57,152

- **CEO-Office of Emergency Services**
 - \$1,533 Reallocation of previously approved Public Facility Fees Voice Over Internet Protocol project
- **Probation**
 - \$25,000 Allocation from Sierra Health Foundation to perform a community needs assessment as part of a Girl's Juvenile Justice Initiative
- **Public Defender**
 - \$40,000 for a one-time Habeas Corpus case to be reimbursed by the State of California and
 - (\$9,381) Decrease due to exceeding net county cost

A Healthy Community

\$1,002,533

- **Area Agency on Aging**
 - \$771,300 in State funding for the Multipurpose Senior Services Program (MSSP)
 - \$20,560 Health Insurance Counseling and Advocacy Program (HICAP) to enroll seniors in Medicare Part D
- **Health Services Agency**
 - \$210,673 for physicians and hospitals for uncompensated emergency medical services, funded from departmental fund balance savings from Maddy Funds dedicated for these purposes

A Strong Local Economy \$ 2,877,059

- Alliance WorkNet

- \$2,877,059

- Federal American Recovery and Reinvestment Act (ARRA) funding for vocational training, on the job training, internships, and supportive services for eligible youth, adults, dislocated workers and seniors

A Strong Agricultural Economy/Heritage

\$98,468

- Agricultural Commissioner
 - \$98,468 Fiscal Year 2009-2010 Year-end
75% carryover

A Well Planned Infrastructure System

\$2,523,698

- Parks and Recreation
 - \$29,352 Fiscal Year 2009-2010 Year-end 75% carryover
- Planning
 - \$33,475 Fiscal Year 2009-2010 Year-end 75% carryover
 - \$1,505,871 Reconciliation of Community Development Block grants due to final allocations from last fiscal year

A Well Planned Infrastructure System

\$2,523,698

- Environmental Resources
 - \$30,000 Unanticipated costs associated with negotiating a long term lease for the Fink Road Landfill
- Public Works
 - \$925,000 Purchase of 6 heavy duty alternative energy vehicles funded through Congestion Mitigation and Air Quality Improvement Program (CMAQ)

Efficient Delivery of Public Services

(\$197,377)

- Assessor
 - \$101,403 Fiscal Year 2009-2010 Year-end 75% carryover
- Treasurer-Tax Collector
 - \$87,411 Fiscal Year 2009-2010 Year-end 75% carryover

Efficient Delivery of Public Services

(\$197,377)

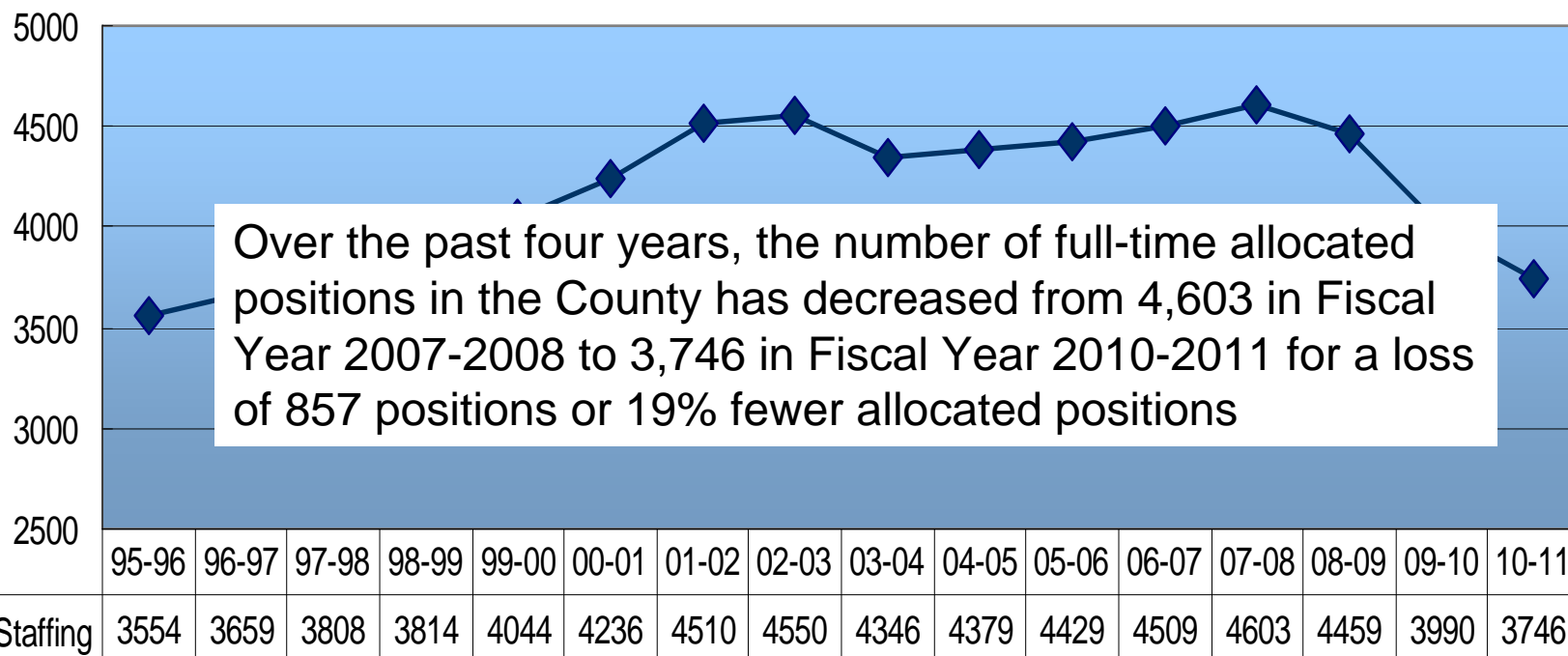
- Chief Executive Office-General Fund
Contribution to other Programs
 - (\$386,191) net decrease primarily from a decreased interest earnings on Tobacco Securitization used for Health Services and Agency's Deficit repayment and also including a \$627 increase for LAFCO budget based on approved budget

Final Budget Recommended Staffing Changes

TOTAL CURRENT AUTHORIZED POSITIONS	3765
Reduction-In-Force	-2
Unfund Vacant Position	-9
Restore Unfunded Position	2
Add New Position	1
Delete Vacant Position	-2
Delete Position--Retirement Incentive Program	-9
TOTAL CURRENT AUTHORIZED POSITIONS	3,746

Total Workforce Changes

Stanislaus County Staffing



Reporting on 2010-2011 Schedule



November 3, 2010

First Quarter Report

Late February 2011

Mid-Year Budget
Report

Recommendations



1. Accept the Recommended Final Budget for Fiscal Year 2010-2011 from the Chief Executive Officer.
2. Conduct the scheduled Public Hearing at 9:05 a.m. on September 14, September 15, 2010 and September 16, at 9:00 a.m., if necessary, to receive public comment and input on the proposed spending plan.
3. Direct and approve any changes the Board of Supervisors choose to make to the Recommended Final Budget; and then adopt the Recommended Final Budget for 2010-2011.

Recommendations



4. Authorize the Chief Executive Officer and the Auditor-Controller to make the necessary technical adjustments to implement the adopted Final Budget.
5. Direct the Chief Executive Officer and the Auditor-Controller to prepare the Adopted Final Budget document in accordance with State law and submit it to the State Controller prior to December 1, 2010.

Recommendations



6. Amend the Salary and Position Allocation Resolution to reflect the recommended changes in the Recommended Final Budget Addendum, (as outlined in the Staffing Impacts section of this report and detailed in Attachment "A") to be effective with the start of the first pay period beginning after September 25, 2010.

Recommendations



7. Approve the reduction-in-force of one filled full-time position in the General Services Agency effective October 12, 2010, and one filled full-time position in the Public Works Department effective November 6, 2010.

8. Approve contracts and/or agreements listed on Attachment "B" in cumulative amounts of \$100,000 or greater as of July 1, 2003.

Recommendations



9. Approve increasing the Teeter Plan Assigned (alternate method of tax apportionment) fund balance by \$6,710,876 to mitigate the impact of future increases to the Teeter Receivable.

Recommendations



10. Approve decreasing two assignments:

- The Debt Service assignment by \$829,459 and re-assign to Contingencies, leaving an adequate remaining balance to cover the current debt service obligation; and
- The Assigned Carryover Appropriations for funds 100, 105, and 107 by \$797,907, which represents the changes in the carryover requests from the prior fiscal year.

Recommendations



11. Approve establishing two new assignments:
 - \$4,879,112 to 75% Carryover Appropriations in fund 100 to carry forward from Fiscal Year 2009-2010 to 2010-2011 75% of any unused net county cost; and
 - \$15,643,578 to assist with the balancing of the 2010-2011 Recommended Final Budget.

Recommendations



12. Authorize the Chief Executive Officer to transfer the operation and control of animal services fixed assets estimated not to exceed \$300,000 from the County to the new Stanislaus Animal Services Joint Powers Agency with the provision that reversionary rights and net proceeds of any future sale of those fixed assets along with any surplus items will be returned to the County as detailed in Attachment "D".
13. Authorize the Chief Executive Officer to negotiate a Lease Agreement with the Stanislaus Animal Services Joint Powers Agency for the vehicles.

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Budget Home Page



This page is dedicated to Budgets and Capital Improvement Plans.



- ⋮ [Recommended Final Budget Addendum Fiscal Year 2010-2011](#)
[PDF - 268 pages]
- ⋮ [Table of Contents](#)
[PDF - 4 pages]
- ⋮ [Board of Supervisors](#)
[PDF - 1 page]

2010-2011 Budgets

- [Recommended Proposed Budget, Budget Year 2010-2011](#)

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Questions



Public Comments



Stanislaus County



Final Budget 2010-2011
