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

DEPT: Community Services Agency

BOARD AGENDA # *B-2

Urgent Routine

AGENDA DATE November 2, 2010

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of an Agreement between the Community Services Agency and the Sheriff's Office with the Family Justice Center Foundation for the Child Abuse Interview, Referral, and Evaluation (CAIRE) Center to be operated at the Family Justice Center (FJC) and Adjust the Budget

STAFF RECOMMENDATIONS:

1. Approve the three-year agreement between the Community Services Agency and the Sheriff's Office with the Family Justice Center Foundation for the Child Abuse Interview, Referral, and Evaluation (CAIRE) Center to be operated at the Family Justice Center (FJC) for the period of July 1, 2010 through June 30, 2013.
2. Authorize the Community Services Agency Director and the Sheriff or their Designee to sign the agreement included in this agenda item and any subsequent amendments not to exceed the agreement amount.

Continued on Page 2

FISCAL IMPACT:

The estimated total cost to operate the Child Abuse Interview, Referral, and Evaluation (CAIRE) Center at the Family Justice Center (FJC) is \$436,629 in Fiscal Year 2010-2011. Approximately \$365,893 will be supported with State and Federal funding allocated through the Child Welfare Services allocation and the required \$70,736 of local county share will be provided through General Fund savings to the Sheriff's Office realized through a contribution from the FJC Foundation.

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BOARD ACTION AS FOLLOWS:

No. 2010-682

On motion of Supervisor O'Brien, 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) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of an Agreement between the Community Services Agency and the Sheriff's Office with the Family Justice Center Foundation for the Child Abuse Interview, Referral, and Evaluation (CAIRE) Center to be operated at the Family Justice Center (FJC) and Adjust the Budget
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STAFF RECOMMENDATIONS: (Continued)

3. Direct the Auditor Controller to make the necessary adjustments to the Community Services Agency (CSA) Budget, Program Services and Support and the Sheriff Department budget as detailed in the Budget Journal forms.
4. Authorize the relocation of the Child Abuse Interview, Referral, and Evaluation (CAIRE) Center to the Family Justice Center (FJC).

FISCAL IMPACT: (Continued)

This agreement between the County and the FJC Foundation, a non-profit entity, leverages the funding for both entities by accessing Child Welfare Services (CWS) allocation funds set aside for Stanislaus County that are unattainable due to lack of local County General Funds for required county share match.

The current allocation surplus in the Child Welfare Services allocation is estimated at \$5.9 million for Fiscal Year 2010-2011. Approval of this collaboration will reduce the allocation surplus to approximately \$5.5 million.

Increased appropriations and estimated revenue for Fiscal Year 2010-2011 are detailed in the Budget Journal forms for both the Community Services Agency and the Sheriff's Office. Appropriations and estimated revenue to support the CAIRE Center through this collaboration will be included with future County budget submissions through Fiscal Year 2012-2013. There is no additional cost to the County General Fund as a result of approval of the CAIRE Center collaboration at the FJC.

DISCUSSION:

Child Abuse Interview, Referral, and Evaluation (CAIRE) Center:

The Child Abuse Interview, Referral, and Evaluation (CAIRE) Center is a project of the Community Services Agency (CSA)-Child & Family Services Division (CFSD), the District Attorney and all of the law enforcement agencies of Stanislaus County, as well as various other community partners. The CAIRE Center provides forensic interviewing services on child abuse cases; the services are available to any child in the County who is a victim of or a witness to a crime. The goal of the CAIRE Center is to prevent retraumatization of children by minimizing the number of investigative interviews to which they must be subjected, and to provide a professional video and audio taped interview for the investigators. Children are interviewed by a forensic interviewer while other members of the investigating team observe out of sight in an observation room. After the interview, the child and family are provided behavioral health treatment and referral services. The CAIRE Center was established in 1998 by the Modesto Police Department (MPD) and is currently located at 530 Santa Cruz Avenue, Modesto.

Approval of an Agreement between the Community Services Agency and the Sheriff's Office with the Family Justice Center Foundation for the Child Abuse Interview, Referral, and Evaluation (CAIRE) Center to be operated at the Family Justice Center (FJC) and Adjust the Budget
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Services at the CAIRE Center were reduced in the Fiscal Year 2010-2011 Adopted Proposed Budget due to lack of County General Fund match to sustain all services. For many years, the CAIRE Center Deputy Sheriff provided forensic interviewing of child victims, as well as joint child abuse investigations with the emergency response social workers in the CFSD. The Deputy Sheriff also provided an important link and working relationship between CFSD and all law enforcement agencies. As a result of Fiscal Year 2010-2011 budget reductions and loss of partial funding from CSA, the Sheriff's Department had to eliminate the CAIRE Center detective. The loss of the CAIRE Center detective has had a negative impact on the timeliness of the CAIRE Center interviews. Currently the CAIRE Center cases are handled by the two detectives assigned to the Sheriff's Department Family Crimes unit. These detectives share multiple responsibilities and investigate a wide range of cases and crimes related to families and children. The detectives each average ten (10) new crimes against children cases per month. Currently, forensic interviews are conducted by one detective, one social worker supervisor and one social worker as part of their multiple responsibilities. In the absence of a dedicated detective for interviews, delays scheduling CAIRE Center interviews have occurred.

Family Justice Center (FJC):

The Stanislaus Family Justice Center (FJC) will be operated by the Stanislaus Family Justice Center Foundation which is a 501(c)(3) not for profit organization. As committed community partners, the Stanislaus Family Justice Center's mission is to provide a safe and compassionate environment to foster hope and healing while raising public awareness and support. The FJC is an integrated, comprehensive, and collaborative system of information and services to build healthy relationships by providing a combination of programs, services and interventions in one location to victims of domestic violence, sexual assault, and elder/dependent adult and child abuse. The FJC is located at 1625 I Street, Modesto. A Grand Opening of the FJC was held on October 22, 2010.

Partnership:

The Community Services Agency, the Sheriffs Department, and the Family Justice Center Foundation came together to develop a partnership. The partnership allows for 80% of a Sheriff Deputy position to be dedicated to the CAIRE Center interview function along with the co-location of the CAIRE Center at the FJC. The FJC Foundation will provide approximately 61% of the funding for the Sheriff Deputy position. The Sheriff will leverage these funds by allocating 80% of the cost of the Deputy, specific to time studies of the CAIRE Center interviews and support, to CSA. The Sheriff will also provide to CSA, General Fund savings equivalent to the funding they will receive from the Foundation. As a result of the Sheriff's General Fund savings contribution to CSA, the Agency will be able to access previously unattainable Child Welfare Services allocation surplus and fully support the county share of the CAIRE Center. These funds will assist in dedicating a Deputy Sheriff position to the CAIRE Center. The detective assigned specifically to the CAIRE Center will facilitate greater cooperation, easy information sharing and increase the effectiveness of investigating crimes against children. The detective will investigate all of the cases generated by the CAIRE Center. This detective will be trained in child abuse and child sexual assault investigations and forensic interviewing of children. This will provide CSA CFSD and other law enforcement agencies a resource to complete the required interviews for disclosure of child

Approval of an Agreement between the Community Services Agency and the Sheriff's Office with the Family Justice Center Foundation for the Child Abuse Interview, Referral, and Evaluation (CAIRE) Center to be operated at the Family Justice Center (FJC) and Adjust the Budget
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related crimes. This position will allow the detectives assigned to the Family Crimes unit to handle cases generated by patrol deputy's responses to calls for service.

All existing CAIRE Center resources per the Fiscal Year 2010-2011 Adopted Proposed Budget will remain in place and be further augmented by 80% of a Detective to act as a Forensic Interviewer and approximately \$176,962 of administrative facility fees attributed to FJC oversight. Note that the FJC oversight is estimated at 25% of the start-up and operating budget for FJC based on a straight allocation of costs across the (4) four primary populations/service functions that the FJC will support: at risk children; at risk elders; domestic violence victims; victims of sexual assault. It is believed that this 25% allocation is conservative and that the focus on services to at-risk children will actually represent a greater percentage of both cases served and square footage at the facility.

CSA will dedicate any savings experienced in CWS allocation through this CAIRE Center partnership to support CFSD mandated programs at no additional cost to the County General Fund.

It is recommended that the Board approve the three-year agreement between the Community Services Agency and the Sheriff's Office with the Family Justice Center Foundation for the Child Abuse Interview, Referral, and Evaluation (CAIRE) Center to be relocated to the Family Justice Center (FJC).

POLICY ISSUES:

Approval to move the Child Abuse Interview, Referral, and Evaluation (CAIRE) Center and of the agreement between the Community Services Agency and the Sheriff's Office with the Family Justice Center Foundation for the Child Abuse Interview, Referral, and Evaluation (CAIRE) Center to be operated at the Family Justice Center (FJC) supports the Board's priorities of A Safe Community, Effective Partnerships and Efficient Delivery of Public Services by supporting continued collaboration to coordinate investigation and provide a comprehensive response to victims of severe child abuse.

STAFFING ISSUES:

Existing Community Services Agency and Sheriff's Office Staff will support the CAiRE Center at the Family Justice Center.

CONTACT PERSON:

Christine C. Applegate, Director 558-2500

County of Stanislaus: Auditor-Controller Legal Budget Journal

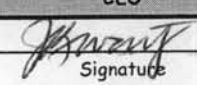
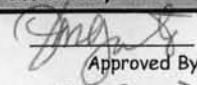
Database
Set of Books

FMSDBPRD.CO.STANISLAUS.CA.US.PROD
County of Stanislaus

Balance Type		Budget	Budget - Upload
Category	* List - Text	Budget	Upload
Source	* List - Text	Currency	USD
Currency	* List - Text	Budget Name	LEGAL BUDGET
Budget Name	List - Text	Batch Name	SO JMS
Batch Name	Text	Journal Name	
Journal Name	Text	Journal Description	Budget Allocations for CAIRE Revenue and Expenses
Journal Description	Text	Journal Reference	
Journal Reference	Text	Organization	Stanislaus Budget Org
Organization	List - Text		

Upl	Fund	Org	Acc't	GL Proj	Loc	Misc	Other	Debit		Credit		Period	Line Description	
								incr appropriations	decr appropriations	decr est revenue	incr est revenue			Upper case
4	7	5	7	6	6	5					MMM-YY			
								(format > number > general)		List - Text	Text			
Fb	0100	0028250	50000	0012104	000000	000000	00000	51,488				Nov-10	Incr Salaries	
Fb	0100	0028250	52000	0012104	000000	000000	00000	19,818				Nov-10	Incr Retirement	
Fb	0100	0028250	52010	0012104	000000	000000	00000	3,939				Nov-10	Incr FICA	
Fb	0100	0028250	53000	0012104	000000	000000	00000	15,807				Nov-10	Incr Health	
Fb	0100	0028250	53051	0012104	000000	000000	00000	38				Nov-10	Incr Adm Fee	
Fb	0100	0028250	53020	0012104	000000	000000	00000	342				Nov-10	Incr Unemployment	
Fb	0100	0028250	54000	0012104	000000	000000	00000	491				Nov-10	Incr Workers Comp	
Fb	0100	0028250	55100	0012104	000000	000000	00000	936				Nov-10	Incr Unif Allow	
Fb	0100	0028250	55120	0012104	000000	000000	00000	47				Nov-10	Incr EAP	
Fb	0100	0028250	38311	0012104	000000	000000	00000			92,906		Nov-10	Incr CAIRE Revenue	
Fb	0100	0028250	40590	0012104	000000	000000	00000			70,736		Nov-10	Incr Donations	
Fb	0100	0028250	73500	0012104	000000	000000	00000	70,736				Nov-10	Incr Govt Interfund Expend	
Fb	0100	0028250	50000	0000000	000000	000000	00000			51,488		Nov-10	Decr Salaries	
Fb	0100	0028250	52000	0000000	000000	000000	00000			19,818		Nov-10	Decr Retirement	
Fb	0100	0028250	52010	0000000	000000	000000	00000			3,939		Nov-10	Decr FICA	
Fb	0100	0028250	53000	0000000	000000	000000	00000			15,807		Nov-10	Decr Health	
Fb	0100	0028250	53051	0000000	000000	000000	00000			38		Nov-10	Decr Adm Fee	
Fb	0100	0028250	53020	0000000	000000	000000	00000			342		Nov-10	Decr Unemployment	
Fb	0100	0028250	54000	0000000	000000	000000	00000			491		Nov-10	Decr Workers Comp	
Fb	0100	0028250	55100	0000000	000000	000000	00000			936		Nov-10	Decr Unif Allow	
Fb	0100	0028250	55120	0000000	000000	000000	00000			47		Nov-10	Decr EAP	
Totals:								163,642		256,548				

Explanation: CAIRE Deputy Sheriff 12 months of appropriations and revenue

Requesting Department	CEO	Data Entry	Auditors Office Only
Dan Wirtz		Keyed by	
Signature	Signature	Date	Approved By
10/19/2010	10.25.10		10-22-10
Date	Date	Date	Date

**County of Stanislaus: Auditor-Controller
Legal Budget Journal**

Database
Set of Books

FMS11IDB.CO.STANISLAUS.CA.US.PROD
County of Stanislaus

Balance Type	Budget
Category	* List - Text Budget - Upload
Source	* List - Text
Currency	* List - Text USD
Budget Name	List - Text LEGAL BUDGET
Batch Name	Text
Journal Name	Text
Journal Description	Text CSA FY 2010/11 Budget
Journal Reference	Text Expenditures
Organization	List - Text Stanislaus Budget Org

Upl	Fund	Org	Acc't	GL Proj	Loc	Misc	Other	Debit		Credit		Period	Line Description
								incr appropriations decr est revenue (format > number > general)		decr appropriations incr est revenue			
Rb	1631	0045201	50000	0000000	000000	000000	000000	153,953				OCT-10	Incr Sal & Wages
Rb	1631	0045201	63472	0000000	000000	000000	000000	189,770				OCT-10	Incr Contract Svc
Rb	1631	0045201	73763	0000000	000000	000000	000000	92,906				OCT-10	Incr Contract Svc
Rb	1631	0000000	38322	0000000	000000	000000	000000			70,736		OCT-10	Incr SO CAIRE Match
Rb	1631	0000000	27020	0000000	000000	000000	000000			193,923		OCT-10	Incr Fed Admn CWS
Rb	1631	0000000	21170	0000000	000000	000000	000000			171,970		OCT-10	Incr St Admn CWS
Totals:								436,629		436,629			

Explanation: Increase appropriations for Contracted Services, Salaries and Wages for CAIRE Center. Increase revenues for SO CAIRE Match, FED Admin CWS and ST Admin CWS.

Requesting Department		CEO	Data Entry		Auditors Office Only	
<i>Chris Davis</i>		<i>Chris Davis</i>	Keyed by		Prepared By	
Signature		Signature	Date		Approved By	
10/8/10		10/25/10			<i>Chris Davis</i>	
Date		Date			Date	
					10-22-10	



BOARD OF SUPERVISORS
2011 JAN 13 A 10:02

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: JANUARY 12, 2011

SUBJECT: FULLY EXECUTED CONTRACT/AMEND
=====

Enclosed for your record are the fully executed copies of the following Agreements:

- ◆ Community Services Agency, Stanislaus County Sheriff's Office and Stanislaus Family Justice Center Foundation – Child Abuse Interview Referral and Evaluation Center Services, effective 7/1/10 – 6/30/13 – BOS #2010-682, November 2, 2010, #B-2

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

Thank you.



**COUNTY OF STANISLAUS
AND STANISLAUS FAMILY JUSTICE CENTER FOUNDATION
AGREEMENT TO PROVIDE
CHILD ABUSE INTERVIEW REFERRAL AND EVALUATION CENTER SERVICES
JULY 1, 2010 THROUGH JUNE 30, 2013**

This AGREEMENT (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS for the benefit of the STANISLAUS COUNTY COMMUNITY SERVICES AGENCY (CSA) AND STANISLAUS COUNTY SHERIFF'S OFFICE (SO) and **STANISLAUS FAMILY JUSTICE CENTER FOUNDATION (SFJCF)** ("Contractor"), a California non-profit on July 1, 2010.

RECITALS

WHEREAS, the County has a need for child abuse investigation, referral and evaluation (CAIRE) Center; and

WHEREAS, the Contractor is able to perform and has agreed to provide such services as described in EXHIBIT A, attached hereto and, by this reference, made a part hereof; 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.
- 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.

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: Stanislaus Family Justice Center Foundation
Attention: Tom Ciccarelli, Interim Director
1625 I Street
Modesto, CA 95353

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.

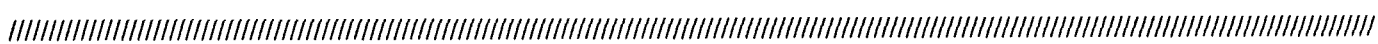
- D. The prospective recipient shall provide immediate written notice to County if at any time prospective recipient learns that its certification in paragraph 28, of this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The prospective recipient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

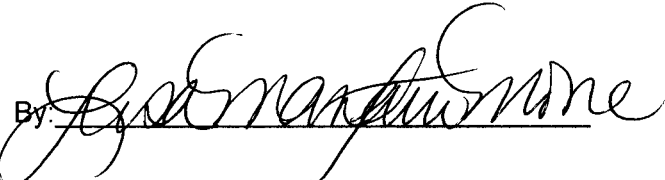
**APPROVED AS TO CONTENT:
COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY**

By: 
Christine C. Applegate

Title: Director

Dated: 11/4/10

**STANISLAUS
FAMILY JUSTICE CENTER FOUNDATION**

By: 

Title: President - SFJC

Dated: 10-20-10

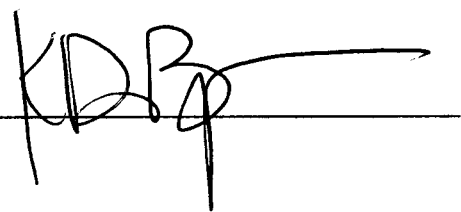
SHERIFF'S OFFICE

By: 
Adam Christianson

Title: Sheriff

Dated: 10/21/10

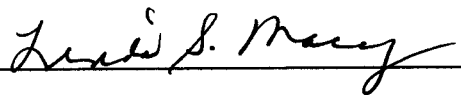
COUNTY PURCHASING DEPARTMENT

By: 

Title: Purchasing Agent

Dated: 1-5-11

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

By: 

Title: Deputy County Counsel

Dated: 10-19-10

COUNTY OF STANISLAUS

Approved per BOS Item #: 2010-682

Dated: 11/2/10

**STANISLAUS FAMILY JUSTICE CENTER FOUNDATION
AGREEMENT TO PROVIDE
CHILD ABUSE INTERVIEW REFERRAL AND EVALUATION CENTER SERVICES
JULY 1, 2010 THROUGH JUNE 30, 2013**

I. SCOPE OF WORK:

Stanislaus County Sheriff's Office (SO), Stanislaus County Community Services Agency (CSA) and Stanislaus Family Justice Center Foundation (SFJCF) have jointly agreed to enter into collaboration for the provision of child abuse interview, referral and evaluation (CAIRE) Center services at the Family Justice Center located at 1625 I Street, Modesto California to better serve Stanislaus County. The Family Justice Center is an integrated, comprehensive and collaborative system of information and services to build healthy relationships by providing a combination of programs, services and interventions in one location to victims of domestic violence, sexual assault and elder/dependent adult and child abuse.

A. **STANISLAUS FAMILY JUSTICE CENTER FOUNDATION**

1. SFJCF agrees to contribute local match to SO for the provision of this Agreement each fiscal year of the Agreement.
2. SFJCF shall agree to CSA's CAIRE Center to locate at the Family Justice Center site at 1625 I Street, Modesto
 - a. Provide office space, telephone service, utilities and building maintenance, security, telephones for CAIRE Center staff (including common areas for waiting and break rooms).
 - b. Provide secure interview rooms.
 - c. Provide a minimum of two hundred (200) square feet for the CAIRE Center.

B. **SHERIFF'S OFFICE**

1. SO agrees to contribute County General Fund savings to CSA for the provision of this Agreement each fiscal year of the Agreement.
 - a. Certify that match funds provided meet all Federal requirements as outlined in http://edocket.access.gpo.gov/cfr_2009/janqtr/pdf/7cfr277.4.pdf.
 - b. Clearly identify the matching funds as State or Local public funds.
 - c. Assume liability for the accuracy of the identified local match and agree to maintain a clear audit trail of the matching funds.
 - d. Be responsible for the repayment of all audit exceptions to non-Federal match provided by SO.
2. **SO shall provide one (1) Deputy/Detective dedicated to the CAIRE Center**
 - a. SO shall provide the required SO equipped vehicle to the Detective

- b. The Deputy/Detective shall provide the following services to ensure the safety and well being of Child and Family Services Division (CFSD) children:
- 1) Work with CSA Supervisor/Manager to:
 - Further assess and identify the Detectives role in CFSD.
 - Establish and maintain protocols for CFSD Investigation component.
 - 2) Accept cases assigned to the CFSD team.
 - 3) Assist in investigation of allegations of abuse and neglect, assessing for the appropriateness of criminal charges.
 - 4) Make home visits to investigate allegations of abuse and neglect within the jurisdiction of the Sheriff's Office.
 - 5) Provide consultation or intervention on complex cases with potential criminal outcomes.
 - 6) Serve as a consultant to the CFSD team on criminal investigation issues.
 - 7) Serve as a liaison between CSA and all law enforcement agencies.
 - 8) Provide case intake assistance, as needed.
 - 9) Serve as program liaison between CSA and SO.
 - 10) Serve as a forensic interview specialist for the Child Abuse Interviews, Referrals, and Evaluation (CAIRE) Center at least one (1) day a week (8 to 16 hours a week). The balance of the time will be served in the Emergency Response Program.
 - 11) Provide Emergency Response activities that shall be limited to CFSD cases that have SO jurisdiction.
 - 12) Be available for immediate response for cases involving severe risk that fall into SO jurisdiction.
 - 13) Be available to assist on 10-day response cases as appropriate.
 - 14) Coordinate with the Social Work Supervisor in charge of the CAIRE Center.
 - 15) Attend monthly Multi-Disciplinary team meetings

3. SO agrees to the following conditions

- a. SO staff located at the Community Services Agency (CSA) Hackett Road Site or any CSA Outstation and/or have access to CSA's data systems online or through remote access will acknowledge, sign, and be subject to all CSA Human Resource policies and guidelines including, but not limited to:

Community Services Agency Information Technology Security Policy and an Federal Bureau of Investigation (FBI) and Department of Justice (DOJ) fingerprint clearance processed through CSA. They will also be required to pass a criminal background clearance and meet California Law Enforcement Telecommunications System (CLETS) requirements.

- b. The Deputy/Detective is a SO employee receiving benefits and accruing seniority as such.
- c. The California Department of Social Services is responsible for the administrative rules, orders, and policy interpretations of California's Child Welfare Service (CWS) Program. The Community Services Agency Child Welfare Program operates within the latitude allowed by those regulations and orders. An unanticipated conflict between the constraints of the CFSD program and the obligations of the Detective as an employee of the SO or as a sworn peace officer will, if identified by either agency, immediately be brought to the other agency's attention for resolution. The Detective's caseload assignments shall conform to State Department of Social Services mandates.

C. COMMUNITY SERVICES AGENCY

- 1. CSA shall retain administration of the CAIRE Center and the staff
- 2. CSA shall administer CWS within the guidelines set forth by the State of California
- 3. CSA shall adhere to all program requirements which have been established by the State for counties participating in CWS
- 4. CSA shall determine eligibility for CFSD Programs
- 5. CSA shall provide reimbursement for up to a maximum of 25% of the Facility Fees to SFJC for providing the CAIRE Center location subject to annual budget authorization
- 6. CSA shall provide reimbursement to SO for 80% of a Full-time Equivalent of Sheriff Deputy/Detective

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, 2013, shall not exceed \$1,155,975.
- 2. **STANISLAUS FAMILY JUSTICE CENTER FOUNDATION maximum amount of \$222,995**

SFJCF agrees to contribute local match to SO up to the maximum amount per year as listed below:

July 1, 2010 – June 30, 2011	\$70,736
July 1, 2011 – June 30, 2012	\$74,273
July 1, 2012 – June 30, 2013	\$77,986

3. **SHERIFF'S OFFICE LOCAL MATCH PARTICPATION maximum amount of \$222,995**

SO agrees to contribute county general fund to CSA up to the maximum amount per year as listed below:

July 1, 2010 – June 30, 2011	\$70,736
July 1, 2011 – June 30, 2012	\$74,273
July 1, 2012 – June 30, 2013	\$77,986

SO shall prepare a Journal Voucher at least once a year to transfer the funds.

4. **COMMUNITY SERVICES AGENCY maximum of Federal and State Child Welfare Services allocation \$709,985**

a) CSA shall reimburse SO for the actual cost of salaries and benefits for 80% FTE of Sheriff Deputy/Detective as specified in EXHIBIT B up to the maximum amount per year as listed below:

July 1, 2010 – June 30, 2011	\$ 92,906
July 1, 2011 – June 30, 2012	\$ 97,551
July 1, 2012 – June 30, 2013	\$102,428

b) CSA shall reimburse SFJC for allowable Facility Fee costs up to a maximum of amount per year as listed below:

July 1, 2010 – June 30, 2011	\$ 176,962
July 1, 2011 – June 30, 2012	\$ 119,008
July 1, 2012 – June 30, 2013	\$ 121,130

- B. 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.
- C. Contractor shall make no charge to the recipient and shall collect no share of cost.
- D. This Agreement shall be effective July 1, 2010, through June 30, 2013.
- E. 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.
- F. 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.
- G. County shall not be required to purchase any definite amount of services nor does County guarantee to Contractor any minimum amount of funds or hours.

H. 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.

Billing due dates for subsequent fiscal years to be determined prior to the beginning of each fiscal year.

2. Welfare programs are accounted for on a CASH BASIS method of accounting; invoices should be completed in accordance with this method (MPP Fiscal Management Control 25-801.2).
3. 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

4. STANISLAUS FAMILY JUSTICE CENTER FOUNDATION:

Supporting documentation shall accompany each FJC Facility Fee 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, social security number and case number (if available).

5. SHERIFF'S OFFICE

Supporting documentation shall accompany each SO Deputy/Detective 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, social security number and case number (if available).

I. 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. 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.

**STANISLAUS FAMILY JUSTICE CENTER FOUNDATION
 AGREEMENT TO PROVIDE
 CHILD ABUSE INTERVIEW REFERRAL AND EVALUATION SERVICES
 JULY 1, 2010 THROUGH JUNE 30, 2013
 AGREEMENT BUDGET**

<u>BUDGET CATEGORY</u>	<u>CONTRACT TOTAL</u>
A. STANISLAUS FAMILY JUSTICE CENTER FOUNDATION	
Local Match to SO	\$222,995
B. SHERIFF OFFICE	
County General Fund to CSA	\$222,995
C. COMMUNITY SERVICES AGENCY	
Facility Fee to SFJCF	\$417,100
Sheriff Deputy/ Detective	
Salaries	
Detective (Step 5) 80% FTE	\$162,315
Fringe Benefits (80%)	130,570
	<u>\$292,885</u>
Total Contract Budget	\$1,155,975

**STANISLAUS FAMILY JUSTICE CENTER FOUNDATION
 AGREEMENT TO PROVIDE
 CHILD ABUSE INTERVIEW REFERRAL AND EVALUATION SERVICES
 JULY 1, 2010 THROUGH JUNE 30, 2011
 AGREEMENT BUDGET**

<u>BUDGET CATEGORY</u>	<u>ANNUAL TOTAL</u>
A. STANISLAUS FAMILY JUSTICE CENTER FOUNDATION	
Local Match to SO	\$ 70,736
B. SHERIFF OFFICE	
County General Fund to CSA	\$ 70,736
C. COMMUNITY SERVICES AGENCY	
Facility Fee to SFJCF	\$176,962
Sheriff Deputy/ Detective	
Salaries	
Detective (Step 5) 80% FTE	\$ 51,488
Fringe Benefits (80%)	41,418
	<u>\$ 92,906</u>
Total Annual Budget	\$411,340

**STANISLAUS FAMILY JUSTICE CENTER FOUNDATION
 AGREEMENT TO PROVIDE
 CHILD ABUSE INTERVIEW REFERRAL AND EVALUATION SERVICES
 JULY 1, 2011 THROUGH JUNE 30, 2012
 AGREEMENT BUDGET**

<u>BUDGET CATEGORY</u>	<u>ANNUAL TOTAL</u>
A. STANISLAUS FAMILY JUSTICE CENTER FOUNDATION	
Local Match to SO	\$ 74,273
B. SHERIFF OFFICE	
County General Fund to CSA	\$ 74,273
C. COMMUNITY SERVICES AGENCY	
Facility Fee to SFJCF	\$119,008
Sheriff Deputy/ Detective	
Salaries	
Detective (Step 5) 80% FTE	\$ 54,062
Fringe Benefits (80%)	43,489
	<u>\$ 97,551</u>
Total Annual Budget	\$365,105

**STANISLAUS FAMILY JUSTICE CENTER FOUNDATION
 AGREEMENT TO PROVIDE
 CHILD ABUSE INTERVIEW REFERRAL AND EVALUATION SERVICES
 JULY 1, 2012 THROUGH JUNE 30, 2013
 AGREEMENT BUDGET**

<u>BUDGET CATEGORY</u>	<u>ANNUAL TOTAL</u>
A. STANISLAUS FAMILY JUSTICE CENTER FOUNDATION	
Local Match to SO	\$ 77,986
B. SHERIFF OFFICE	
County General Fund to CSA	\$ 77,986
C. COMMUNITY SERVICES AGENCY	
Facility Fee to SFJCF	\$121,130
Sheriff Deputy/ Detective	
Salaries	
Detective (Step 5) 80% FTE	\$ 56,765
Fringe Benefits (80%)	45,663
	<u>\$102,428</u>
Total Annual Budget	\$379,530

**SHERIFF'S OFFICE
CHILD WELFARE SERVICES ACTIVITIES
TIME STUDY INSTRUCTIONS
JULY 1, 2010 THROUGH JUNE 30, 2013**

I. GENERAL INSTRUCTIONS FOR COMPLETING THE TIME STUDY

- A. Complete the time study on a continuous basis throughout the day.
 - B. Round hours to the nearest quarter hour.
 - C. Record the total hours worked for each day; do not record overtime and compensating time off (CTO) hours worked in the total hours for the day. **Record breaks to the last activity that was worked on prior to going on break.** When CTO is used, record time as non-allocable.
 - D. Record holidays; jury duty; military leave; sick leave; and vacation as non-allocable. Lunch and normal days off are not recorded.
 - E. The total allocable and non-allocable hours recorded for each day must equal the total assigned routine work hours, as defined by the county welfare department.
-

II. SPECIFIC INSTRUCTIONS

The following time study code is provided for the Detective performing Emergency Response Services for Child Protective Services children.

Line 1 Code 5134 – EMERGENCY ASSISTANCE – ER REFERRALS. Includes time spent receiving emergency referrals, completing the ER protocol, and investigating emergency allegations in response to, and investigation of, all reports or referrals alleging abuse, neglect or exploitation of children, assessing whether the referral is a child welfare services referral, making collateral contacts with community partners for purpose of implementing Differential Response and utilizing safety/risk assessments.

This includes time spent closing those cases in which allegations are unfounded. For those cases that the allegations are not unfounded, it includes time spent in investigation activities, reporting to the California Department of Justice and notifying the parents regarding the temporary custody of the child.

Allowable Emergency Hotline Response activities include but are not limited to:

- Operating a 24-hour emergency hotline response program;
- Evaluating and investigating telephone reports of abuse, neglect or exploitation, including reports on the 24-hour hotline;
- Determining client risk for emergency response by screening in-coming calls;
- Determining whether a reported situation is an emergency or non-emergency within required timeframes;
- Determining emergency response needs;
- Providing crisis intervention;

- Referring clients to appropriate emergency response service agencies;

- Gathering documentation of abuse for law enforcement agencies;
- Documenting and completing all required forms; and
- Preparing written reports and assessments.

Line 3 All Other Non-CSA Time – Any work activity not related to the CSA CWS program.

Line 5 Total Allocable – Total of lines 1 through 3.

Line 6 Nonallocable – All non-work hours: holidays, vacation, sick leave, military leave and jury duty. Do not include unpaid time such as DOC or LOA.

Line 7 Grand Total – Total of lines 5 and 6.

STATE OF CALIFORNIA-HEALTH AND WELFARE AGENCY										STANISLAUS COUNTY										MONTH/YEAR					EMPLOYED :													
TIME STUDY : SHERIFF'S OFFICE CONTRACTED EMERGENCY RESPONSE SERVICES																																						
LAST NAME										FIRST NAME										SOCIAL SECURITY NUMBER					WORKER #					F/T		P/T		CLASSIFICATION				

LINE	CODE	PROGRAM DESCRIPTION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL	CODE			
			1	5134	CWS EA-ER Referrals																																	
2																																						
3		All Other Non-CSA Time																																				
4																																						
5		Total Allocable																																				
6		Nonallocable																																				
7		GRAND TOTAL																																				

CONTRACT EMPLOYEE: I certify that this is a true and accurate of my time and the activities performed as shown.

SUPERVISOR: I certify that the employee's time records have been examined and that, to the best of my knowledge and belief, this time record is true and correct and the activities were performed as shown.

Employee's Signature _____ Date _____

Supervisor's Signature _____ Date _____