

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

DEPT: Chief Executive Office

BOARD AGENDA # B-26

Urgent

Routine

AGENDA DATE June 28, 2011

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of the Chief Executive Office and Community Services Agency Plan for the Use of Additional State Child Welfare Funds Available for Child Welfare Program Augmentations Using Donated Funds for the Required Local Matching Funds and Related Actions

STAFF RECOMMENDATIONS:

1. Approve the Chief Executive Office and Community Services Agency plan for the use of additional State Child Welfare funds available for Child Welfare Program augmentations using donated funds for the required local matching funds.
2. Authorize the Director of the Community Services Agency or her Assistant Director Designee to finalize and sign the agreements and any amendments not to exceed the contract amounts.

(Continued on Page 2)

FISCAL IMPACT:

On May 3, 2011, the Board of Supervisors approved the acceptance of an anonymous donation and future pledges to leverage unused child welfare allocations for the remainder of Fiscal Year 2010-2011 and Fiscal Year 2011-2012 for clean and sober living programs. This unique collaboration was the result of the efforts of Supervisor O'Brien working with members of the community who wished to support and expand clean and sober living programs for families and identify ways to maximize the use of privately donated funds for the public good. On May 10, 2011, the Board of Supervisors approved a contract

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2011-408

On motion of Supervisor O'Brien, Seconded by Supervisor Chiesa

and approved by the following vote,

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

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:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of the Chief Executive Office and Community Services Agency Plan for the Use of Additional State Child Welfare Funds Available for Child Welfare Program Augmentations Using Donated Funds for the Required Local Matching Funds and Related Actions

Page 2

STAFF RECOMMENDATIONS (Continued):

3. Authorize the General Services Agency Purchasing Agent and the Director of Behavioral Health and Recovery Services to finalize and execute the lease agreement with Valley Recovery Resources to provide space for clean and sober living services.
4. Amend the Salary and Position Allocation Resolution to reflect the recommended changes outlined in the Staffing impacts section, effective the first pay period following the Board of Supervisor's approval.
5. Direct the Auditor-Controller to adjust each Agency's Budget Year 2011-2012 appropriations and estimated revenue as detailed in the Budget Journal forms.
6. Approve contracts listed in Attachment 1 where cumulative compensation paid exceeds \$100,000 or greater since July 1, 2009.

FISCAL IMPACT (Continued):

with a new non-profit organization, Valley Recovery Resources to continue the operation of the Redwood Center, in Modesto, California to provide clean and sober living services to up to 40 parents and their children in recovery.

After accepting an anonymous donation which leverages unused Child Welfare funds for Community Based Clean and Sober Living programs, and the new agreement with Valley Recovery Resources, the Board of Supervisors authorized the Chief Executive Office and the Community Service Agency to develop a plan for Federal and State Child Welfare Services (CWS) Augmentation funds that become accessible to the County due to the partnership with Valley Recovery Resources which will leverage unused State Child Welfare Funds(CWS) available to Stanislaus County and to return to the Board of Supervisors with the plan.

This action item outlines the recommended plan to restore and implement programs needed in the community to support Clean and Sober living and Child Welfare programs. The plan as presented is a collaborative effort between the Chief Executive Office, the Community Services Agency, the Behavioral Health and Recovery Services Department, the Health Services Agency and the Sheriff with restorative program funding for each partner agency.

Previously, State Child Welfare Funds had gone unused because the County was only able to fund the minimum mandated matching fund requirements, not the total allocation of State dollars available for these and other Social Service Programs to Stanislaus County. Funds for this donation and the initial contract were included in the Community Services Agency's 2011-2012 Adopted Proposed Budget.

Approval of the Sober Living partnership with Valley Recovery Resources along with accompanying anonymous donations has created an opportunity for CSA to obtain the Child

Approval of the Chief Executive Office and Community Services Agency Plan for the Use of Additional State Child Welfare Funds Available for Child Welfare Program Augmentations Using Donated Funds for the Required Local Matching Funds and Related Actions

Page 3

Welfare Services (CWS) Basic allocation of \$14 million and allows the Department to access additional Augmentation funding estimated at \$2.73 million beyond the CWS Basic allocation through June 30, 2012. Prior to the receipt of the donated funds, the County couldn't access these additional funds due to limits on the County's General Fund ability to fund any programs beyond the minimum match requirements.

At this time, the Chief Executive Office and Community Services Agency are requesting Board of Supervisors approval to implement a plan for accessing additional Federal and State Child Welfare Services (CWS) Augmentation funds estimated at \$2.73 million for Fiscal Year 2011-2012. If approved, budget adjustments for the following Departments are detailed in the attached budget journals as follows: Community Services Agency \$2,739,918, Behavioral Health and Recovery Services \$412,024, Health Services Agency \$132,000, and the Sheriff \$122,931 and estimated revenue by \$135,224.

The sources and uses chart below is a summary of the recommended augmentation spending plan:

Child Welfare Services Augmentation Spending Plan

Sources	Amount
Additional Federal and State Funding	\$2,739,918
Total	\$2,739,918

Uses	Amount
Staffing to support Child Protective Services Hotline, Court Unit, Family Reunification Unit, Family Maintenance Unit, and Permanency Planning Unit	\$1,329,854
Contracted services with Behavioral Health and Recovery Services, the Health Services Agency Public Health, and the Sheriff's Department for the provision of child welfare services.	\$572,247
Contracted Services to provide Sober Living Environment services, Parent Education and Counseling services, Court Ordered services, Intensive Family Reunification services, Detox and Daytreatment services, residential services, and supportive services.	\$837,817
Total	\$2,739,918

Approval of the recommended augmentation spending plan will allow the Department to reinstate child welfare services programs which were previously eliminated given reductions in funding available. The spending plan consists of restoring community contracts for substance abuse treatment, clean and sober living, intensive family reunification, family counseling and parenting education services for child welfare families to at least 2009 levels. These community contracts are critical to ensure substance abuse treatment and sober living services are available in the community to support the family reunification goals of the Department. Intensive family reunification services support a parent's case plan and expedite safe and timely reunification of

Approval of the Chief Executive Office and Community Services Agency Plan for the Use of Additional State Child Welfare Funds Available for Child Welfare Program Augmentations Using Donated Funds for the Required Local Matching Funds and Related Actions

Page 4

their children. These services help to shorten stays in foster care. Services include parenting education and counseling services critical to addressing the issues that led to child welfare intervention. Because of budget cuts, services were primarily available only to those families who were court ordered to participate. As a result, families in which abuse or neglect could not be proven or did not rise to the level of court intervention, did not receive the essential services to mitigate the issues that could prevent future incidents of abuse and/or neglect. CWS Augmentation funding is 100% Federal and State funded requiring no local county match. There is no additional impact to the General Fund as a result of this action. Beyond the 2011-12 Fiscal Year Child Welfare Augmentation Plan as presented, the continuation of these programs will be dependent on the availability of non-general fund sources to match unused State and Federal Child Welfare funds in future years.

DISCUSSION:

Background

The Community Services Agency Child and Family Services Division provide an array of services essential to the protection of our community's most vulnerable children, victims of abuse and neglect. The 2011-2012 Adopted Proposed Budget included \$18.9 million in appropriations to fund multiple program components including Emergency Response, Family Maintenance, Court, Family Reunification, Permanent Placement, Adoption and Emancipated Youth.

As part of the Adopted Proposed Budget for 2011-2012, the Chief Executive Office and CSA took a very conservative approach to implementing an augmentation spending plan to reinstate child welfare services beyond the CWS Basic, due to the uncertainty of the State Budget and the potential for reductions to local Child Welfare Services (CWS) programs. In all versions of the State budget so far however (including the May Revise and the most recent legislative versions), funding for Child Welfare has remained untouched at their current levels of funding from last fiscal year. Therefore it is projected at this time that this funding will remain at the 2011-2012 Adopted Proposed Budget level.

When the opportunity was developed through the partnership with the community, private donors and more specifically with Valley Recovery Resources, a nonprofit organization, the County was able to secure a level of funding to be used to match the previously unattainable federal and state Child Welfare augmentation dollars of between \$1.3 and \$3.3 million in available funding; the available funding range varies depending on what type of services the funding is used to support. At this time the Chief Executive Office and the Community Services Agency is requesting Board of Supervisors approval to implement a plan for accessing Federal and State Child Welfare Services (CWS) Augmentation funds estimated at \$2.73 million for Budget Year 2011-2012.

Child Welfare Service Impacts in the Community

With the Board of Supervisor's approval of the plan, the Department will reinstate and expand child welfare services programs which were previously eliminated given reductions in funding available.

Approval of the Chief Executive Office and Community Services Agency Plan for the Use of Additional State Child Welfare Funds Available for Child Welfare Program Augmentations Using Donated Funds for the Required Local Matching Funds and Related Actions

Page 5

The spending plan consists of restoring community contracts for substance abuse treatment, clean and sober living, intensive family reunification, family counseling and parenting education services for child welfare families to 2009 levels. The recommended community contracts are critical to ensure substance abuse treatment and sober living services are available in the community to support the family reunification goals of the Department. Intensive family reunification services support a parent's case plan and expedite safe and timely reunification of their children. These services help to shorten stays in foster care. Services include parenting education and counseling services critical to addressing the issues that led to child welfare intervention. Because of budget cuts, services were available only to those families who were court ordered to participate. As a result, families in which abuse or neglect could not be proven or did not rise to the level of court intervention, did not receive the essential services to mitigate the issues that could prevent future incidents of abuse and/or neglect. Overall, the ability to build back the child protection safety net will allow for improved outcomes for the safety, well-being and permanency of children affected by abuse and neglect.

The Department is requesting nine Social Worker positions be restored to respond to increased demands and mandates. Within the case management series, the 2011-2012 Adopted Proposed Budget includes 74.0 full-time equivalents (FTE), a reduction of 2.1 FTE's from the Fiscal Year 2010-2011 Adopted Budget level of 76.1, and a significant reduction from the State approved justified workload staffing level for Fiscal Year 2010-2011 of 100.8. The Department plans to deploy the restored positions to work in the areas of Child Protective Services (CPS) Hotline/Intake, Family Maintenance, Court/Placement Specialist, Family Reunification, Permanent Placement and Family Reunification Court Hearing Officer. Social Workers assignments are evaluated periodically and staff may be redirected based on changing caseload needs. To ensure adequate supervision the Department is requesting to add a Social Worker Supervisor consistent with Council on Accreditation standards of one social worker supervisor for every eight social worker staff. The administrative positions the Department is requesting to restore are one Legal Clerk, one Administrative Clerk II, one Administrative Clerk III to support timely filing of increasing court cases and increased need for clerical support and one Accountant III to support the additional ongoing budgeting, tracking and accounting for the required complex matching fund accounting models developed and designed in order to access the CWS augmentation funding. Ongoing support will be necessary to operationalize the proposals outlined in this board item. The staffing adjustments are detailed in the Staffing Impact section.

The Department will execute interagency contracts with Behavioral Health and Recovery Services (BHRS) and Health Services Agency (HSA) and the Sheriff's Office to fund three Behavioral Health Specialist II positions with substance abuse treatment specialties, one Public Health Nurse and one Deputy Sheriff.

Three Behavioral Health Specialists will be co-located with Child and Family Services to provide critical drug and alcohol assessments and services to families involved with the child welfare system. The Behavioral Health Specialists will collaborate with social workers from all areas of child welfare to offer timely drug and alcohol assessment, determine the appropriate level of treatment service, and facilitate entry into treatment and sober living, and provide other case

Approval of the Chief Executive Office and Community Services Agency Plan for the Use of Additional State Child Welfare Funds Available for Child Welfare Program Augmentations Using Donated Funds for the Required Local Matching Funds and Related Actions

Page 6

management services to assist individuals in recovery. Families will receive the services needed to quickly and safely reunite with their children placed in foster care, or to prevent foster care entry. Having these staff members co-located within Child Welfare providing services directly to at risk families, the parents will get services more quickly to achieve their case plan goals, and this population will be assessed and case managed through the co-located BHRS staff thus freeing up other BHRS staff to address the needs of the greater community in need of services. This expands the overall amount of alcohol and drug services available county wide.

Behavioral Health and Recovery Services is requesting to restore three vacant positions. Prior to submission of Fiscal Year 2011-2012 Proposed Budget, BHRS identified a number of funding issues that would have a significant impact on Fiscal Year 2011-2012 alcohol and drug program services, most notably a reduction of \$885,471 in discretionary funding at Stanislaus Recovery Center. Realizing that this impact would have community-wide consequences, the Department initiated a Community Stakeholder Process to solicit input regarding how alcohol and other drug services should look in Stanislaus County. The Department is in the process of implementing the Stakeholder's recommendations. However, in order to have staffing available for this agreement, positions need to be added, as detailed in Staffing Impact section. Any subsequent adjustments as a result of the Stakeholder process will be made when the implementation plan is finalized.

The Health Services Agency (HSA) is requesting to fill one funded vacant Public Health Nurse position. The total estimated cost to fund a Public Health Nurse is approximately \$132,000. The Public Health Nurse will be co-located with Child Welfare to collaborate with social workers to ensure that children with special medical needs such as failure to thrive, low birth weight, diabetes or other high risk medical issues are receiving the care needed including routine medical follow up and immunization. By assessing and supporting the medical and health needs of at-risk children as part of the services for at-risk families in Child Welfare, these children are assessed earlier, and the prevention health education, the case management, and the ability to work with parents to improve and sustain the health of their children heads off future critical health problems and reduces the costs for both families and public health systems into the future and allows for better coordination of medical care for children in the child welfare system.

The Sheriff's Department is requesting to fill one vacant Deputy Sheriff position. The total estimated cost to fund one Deputy Sheriff is approximately \$122,931. The Sheriff's Department will receive an additional \$12,293 in revenue to offset finance staff already appropriated as part of Sheriff Administration. The Deputy will be co-located with Child Welfare to collaborate with social workers to assist in child abuse investigations as well as other criminal investigations that may impact safety of children, i.e. domestic violence. In addition, the Deputy will assist in the serving of protective custody and search warrants for the removal of children from their homes when there is substantial risk of harm. The Deputy will be available to provide joint visits with social work staff to locations where concerns are identified for social work staff safety. This partnership will also provide more time for patrol officers who typically respond with social workers on child abuse cases to perform other duties. The Sheriff's Department will be working with other law enforcement agencies in Stanislaus County to allow this Deputy to provide child welfare related activities in other jurisdictions.

Approval of the Chief Executive Office and Community Services Agency Plan for the Use of Additional State Child Welfare Funds Available for Child Welfare Program Augmentations Using Donated Funds for the Required Local Matching Funds and Related Actions
Page 7

On May 10, 2011, the Board of Supervisors approved an agreement with Valley Recovery Resources to provide for Clean and Sober Living Services for up to 40 Child Welfare customers. The space available at the initial Valley Recovery Resources Redwoods Center site is for 25 customers. Valley Recovery Resources has been searching for an additional site to accommodate the full contract capacity. As part of the CWS Augmentation Funds Spending Plan, CSA will amend the Valley Recovery Resources \$930,600 40 bed contract by adding \$200,750 to allow for the expansion of Sober Living Services for 10 additional customers for a total contract of \$1,131,350 and a total contract capacity for 50 customers. Valley Recovery Resources is prepared to provide the expanded level of service starting in July, 2011 with the approval of this Plan by the Board of Supervisors.

Finally, the General Services Agency Purchasing Agent and the Director of Behavioral Health and Recovery Services are requesting authority to finalize and execute the lease agreement with Valley Recovery Resources for the period of July 15, 2011 through June 30, 2012 for approximately 10,500 square feet of County owned and vacant space located at the Stanislaus Recovery Center site at 1904 Richland Avenue, Ceres, California. This space is suitable to be used on an interim basis as a clean and sober living facility as the County has no plan to use this vacant facility through the 2011-2012 fiscal year. It is also recommended that donations of certain items for the use of the facility be accepted for its interim use as a clean and sober living environment such as flooring, window covering and miscellaneous equipment. At this time, the lease agreement will not include a renewal option and Valley Recovery Resources will be considering alternative locations in the future, beyond the 2011-2012 Fiscal Year.

When approving the new agreement in May, 2011 with Valley Recovery Services, the County realized a unique opportunity to partner with the Community, private and anonymous donors and leverage donated funds to the County to match State and Federal Funding previously unattainable to our community. Despite the on-going and daunting fiscal challenges faced in our State and County, this unique opportunity will allow for many individuals in our community to receive services no longer available before the creation of this unique public-private collaboration. The Board of Supervisors when accepting the initial donations directed the Staff to return with such a plan to leverage these generous donations for the good of the community.

The efforts and commitment of Valley Recovery Resources and its donors are extraordinary and as a result a unique partnership has been created focused on a healthy and safe community.

For additional background and context both the May 3, 2011 and the May 10, 2011 Board of Supervisors approved Agenda Action Items for the approval to accept the anonymous donations and for the initial Clean and Sober partnership with Valley Recovery Resources are attached. (See Attachment 2)

POLICY ISSUES:

Approval of the Chief Executive Office and the Community Services Agency plan for accessing Federal and State Child Welfare Services (CWS) Augmentation funds supports the Board's

Approval of the Chief Executive Office and Community Services Agency Plan for the Use of Additional State Child Welfare Funds Available for Child Welfare Program Augmentations Using Donated Funds for the Required Local Matching Funds and Related Actions
Page 8

priorities of A Healthy Community, Effective Partnerships and Efficient Delivery of Public Services by providing a response to a community need for services that improve the health and well being of families in our community.

STAFFING IMPACT:

In support of the funding augmentation plan, the following staffing requests are recommended:

Department	Positions	Position Number	Classification	Request	Recommendation
CSA Services and Support	9	10762, 10853, 10854, 131, 174, 253, 279, 328, 354	Social Worker IV	Restore unfunded positions	Restore vacant positions
CSA Services and Support	1	9222	Social Worker Supervisor II	Restore unfunded position	Restore vacant position
CSA Services and Support	1	615	Social Worker IV	Restore unfunded position/reclassify downward	Restore as Legal Clerk IV
CSA Services and Support	1	10727	Administrative Clerk II	Restore unfunded position	Restore vacant position
CSA Services and Support	1	10906	Administrative Clerk III	Restore unfunded position	Restore vacant position
CSA Services and Support	1	9819	Accountant III	Restore unfunded position	Restore vacant position
BHRS Stanislaus Recovery Center	2	316, 898	Behavioral Health Specialist II	Restore unfunded position/transfer to BHRS Alcohol and Drug Program	Restore and transfer vacant positions
BHRS Stanislaus Recovery Center	1	165	Clinical Services Technician II	Restore unfunded position/reclassify upward/transfer to BHRS Alcohol and Drug Program	Restore and transfer as Behavioral Health Specialist II
Sheriff Operations	1	7345	Deputy Sheriff	Restore unfunded position	Restore vacant position

In addition, the Health Services Agency anticipates filling one vacant funded Public Health Nurse II position as a result of the recommended funding augmentation plan. These positions will be funded for the term of availability of State and Federal Funding with donated local match funds.

CONTACT PERSON:

Patricia Hill-Thomas, Chief Operations Officer. Telephone (209) 525-6333.
Christine C. Applegate, Community Services Agency Director. Telephone (209) 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	List - Text	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	CWS Augment Spending Plan
Journal Reference	Text	
Organization	List - Text	Stanislaus Budget Org

Upl	Fund	Org	Acc't	GL Proj	Loc	Misc	Other	Debit		Credit		Period	Line Description	
								incr appropriations	decr appropriations	incr est revenue	decr est revenue			
								(format: number + general)		MM-YY		List - Text		
Rb	1631	0045051	50000	0000000	000000	000000	000000	766943				JUN-11	Salaries/Wages	
Rb	1631	0045051	52000	0000000	000000	000000	000000	120295				JUN-11	Retirement	
Rb	1631	0045051	52010	0000000	000000	000000	000000	59502				JUN-11	FICA	
Rb	1631	0045051	53000	0000000	000000	000000	000000	204172				JUN-11	Group Health Insurance	
Rb	1631	0045051	63472	0000000	000000	000000	000000	973041				JUN-11	CWS - Cont Svcs	
Rb	1631	0045051	73763	0000000	000000	000000	000000	437023				JUN-11	Govt Fund - CWS Cont	
Rb	1631	0045051	62600	0000000	000000	000000	000000	25000				JUN-11	Office Supplies	
Rb	1631	0045051	62630	0000000	000000	000000	000000	28942				JUN-11	Outside Printing	
Rb	1631	0045051	62990	0000000	000000	000000	000000	40000				JUN-11	Equipment	
Rb	1631	0045051	65000	0000000	000000	000000	000000	25000				JUN-11	Publications	
Rb	1631	0045051	65100	0000000	000000	000000	000000	60000				JUN-11	Rent & Leases	
Rb	1631	0045051	21170	0000000	000000	000000	000000			1287761		JUN-11	St Admin CWS	
Rb	1631	0045051	27020	0000000	000000	000000	000000			1452157		JUN-11	Fed Admin CWS	
Totals:								2739918		2739918				

Explanation: CWS Augment Funds Spending Plan as of 6/7/11 Revised 6/14/11

Requesting Department	CEO	Data Entry	Auditors Office Only
 Signature	 Signature	Karla Garcia	 Approved By
6-16-11 Date	6/21/11 Date	Keyed by 6/16/2011 Date	Prepared By 6/21/11 Date

County of Stanislaus: Auditor-Controller Legal Budget Journal

Database
Set of Books

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

Balance Type	Budget
Category	* List - Text Budget - Upload
Source	* List - Text SO JMS
Currency	* List - Text USD
Budget Name	List - Text LEGAL BUDGET
Batch Name	Text
Journal Name	Text SO JV1112-01 Budget
Journal Description	Text Child Welfare Deputy
Journal Reference	Text Child Welfare Deputy
Organization	List - Text Stanislaus Budget Org

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		
								(format > number > general)				MMM-YY	
												List - Text	
R	0100	0028250	50000	0012027	000000	000000	00000	62,898				JUL-11	Incr Salary
R	0100	0028250	50010	0012027	000000	000000	00000	4,775				JUL-11	Incr Overtime
R	0100	0028250	52000	0012027	000000	000000	00000	25,882				JUL-11	Incr Retirement
R	0100	0028250	52010	0012027	000000	000000	00000	5,266				JUL-11	Incr FICA
R	0100	0028250	53000	0012027	000000	000000	00000	19,094				JUL-11	Incr Health
R	0100	0028250	53020	0012027	000000	000000	00000	419				JUL-11	Incr SUI
R	0100	0028250	54000	0012027	000000	000000	00000	3,427				JUL-11	Incr Workers Comp
R	0100	0028250	55100	0012027	000000	000000	00000	1,170				JUL-11	Incr Uniform Allowance
R	0100	0028106	38311	0012027	000000	000000	00000			12,293		JUL-11	Incr CSA Revenue
R	0100	0028250	38311	0012027	000000	000000	00000			122,931		JUL-11	Incr CSA Revenue

Totals: 122931 135224

Explanation: Increase Appropriations and Revenue to add a deputy for the CSA Child Welfare program.

Requesting Department		CEO	Data Entry		Auditors Office Only	
Dan Wirtz			Keyed by	Prepared By		Approved By
Signature		Signature				
6/17/2011		6/21/11	Date	Date		6/21/11
Date		Date			Date	Date

**Child Welfare Augment
Contract Summary Sheet
Community Services Agency
Contracts over \$100,000**

Attachment 1
Board Date 6/28/11

Department	Budget Unit	Contractor	Brief Description of Service Provided or Position Held	Previous contractual amount	Proposed Contract Amount	Cumulative Contract Total
Community Services Agency	Services & Support	Aspiranet formerly Aspira/Moss Beach Homes	Profamily Services	\$191,900 7/1/09-6/30/11	\$90,000 8/1/11-6/30/12	\$281,900
Community Services Agency	Services & Support	Nirvana	Sober Living Environment & Alcohol/Drug Treatment	\$801,000 7/1/09-6/30/12	\$129,000 7/1/11-6/30/12	\$930,000
Community Services Agency	Services & Support	Sierra Vista Child & Family Services	Counseling	\$1,061,000 7/1/09-6/30/12	\$100,000 7/1/11-6/30/12	\$1,161,000
Community Services Agency	Services & Support	Valley Recovery Resources	Sober Living Environment	\$930,600 5/11/10-6/30/12	\$200,750 7/1/11-6/30/12	\$1,131,350

Note: Contract totals listed that are less than \$100,000 represent separate contracts where total contracted services with vendor exceed \$100,000

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

DEPT: Chief Executive Office

BOARD AGENDA # B-5

Urgent

Routine

AGENDA DATE May 10, 2011

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 Valley Recovery Resources for Sober Living Environment Services Using Donated Funds for the Local Matching Fund Requirements

STAFF RECOMMENDATIONS:

1. Approve the agreement between the Community Services Agency and Valley Recovery Resources for the period of May 11, 2011 through June 30, 2012, using funds donated to the County for the local matching fund requirements.
2. Authorize the Community Services Agency Director or her 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:

On May 3, 2011, the Board of Supervisors accepted an anonymous donation and future pledges given to the County to be used as local matching funds to draw down unused State Child Welfare funding for Clean and Sober Living programs in our community. The State Child Welfare Funds have gone unused because the County has only been able to fund the minimum mandated matching fund requirements, not the total allocations of State dollars available for these and other Social Service Programs.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2011-286

On motion of Supervisor O'Brien, Seconded by Supervisor Withrow

and approved by the following vote,

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

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. Authorize the Auditor-Controller to reestablish Special Revenue Fund 1636 – Community Services Agency – Integrated Children’s Services as an interest bearing fund to budget and account for anonymous donations and pledges to be used for Clean and Sober Living programs, such as that approved by the Board of Supervisors on May 3, 2011.
4. Authorize the Auditor-Controller to adjust the Agency’s Fiscal Year 2010-2011 appropriations and revenue as detailed in the attached Budget Journal Vouchers.
5. Authorize the Chief Executive Office and the Community Service Agency to develop a plan for Federal/State Child Welfare Services (CWS) Augmentation funds that become accessible to the County due to this partnership which will leverage unused State Child Welfare Funds (CWS) available to Stanislaus County.

FISCAL IMPACT: (Continued)

The donors intended their funds be used to ensure that the Clean and Sober programs provided at the Redwood Center in Modesto, California would remain in operation. The specific recommended agreement will include funding of \$930,600 for the period of May 11, 2011 through June 30, 2012.

Of the total amount, an estimated \$400,312 of the agreement will be linked to the StanWORKS Sober Living programs; \$530,288 is estimated for Child Welfare Services (CWS). Estimated Federal/State revenue of \$771,514 offsets the total planned program expenditures; \$159,086 is the local match requirement for the CWS program costs which will be funded through donor contributions on behalf of the local non-profit Valley Recovery Resources, established to provide these types of recovery services.

Increased appropriations and estimated revenue of \$127,600 for Fiscal Year 2010-2011 Fund 1631 Community Services Agency – Services and Support are detailed in the attached budget journal voucher to support this agreement. Appropriations and estimated revenues to support this agreement have been included in the Agency’s Budget Year 2011-2012 Proposed Budget submission.

On May 3, 2011, the Board of Supervisors approved accepting anonymous donations to be used for Clean and Sober Living programs. To budget and account for donations and pledges of this kind, the Department is requesting that the Auditor-Controller reestablish Special Revenue Fund 1636 – Community Services Agency – Integrated Children’s Services as an interest bearing fund. This budget unit was unused in Fiscal Year 2010-2011, however was used in prior years to record other sources of local match contributions.

Increased appropriations and estimated revenue of \$14,546 for Fiscal Year 2010-2011 Fund 1636 Community Services Agency – Integrated Children’s Services are detailed in the attached budget journal to support this agreement. This level of funding provides county match to support 40 sober living beds, the maximum amount per this agreement. Should bed occupancy be established at

Approval of an Agreement between the Community Services Agency and Valley Recovery Resources for Sober Living Environment Services

Page 3

25, the related local match required is estimated at \$9,092. Appropriations and estimated revenues to support the agreement and the donated pledges have been included in the Agency's Budget Year 2011-2012 Proposed Budget submission. There is no impact to the County General Fund as a result of this agreement.

Approval of these recommendations will allow the County to be able to access Augmentation funding estimated to range from an additional \$1.9 million to \$3.3 million through June 30, 2012 to expand other child welfare programs which have been dramatically reduced through the recent budget declines. The local donated funds will allow for a "leveraging" to access additional State and Federal funds for which the County has been unable to obtain due to a lack of local matching funds.

DISCUSSION:

Stanislaus County has seen a decline in many critically needed public services and specifically, available Clean and Sober Living Environment services in the community due to budget reductions. For Fiscal Year 2009-2010, the Community Services Agency eliminated Child Welfare funding to clean and sober living facilities as it was not a mandate, though recognized as an essential service for women in substance abuse recovery. As a result, two (2) contractors, Life Choices and Community Housing and Shelter Services Laura's House, closed their sober living environment facilities. These two facilities provided services for 42 county referred women and their children in Fiscal Year 2009-2010. Child Welfare funding was also eliminated for Redwoods Center, a clean and sober living facility operated by Interfaith Ministries. This facility can house 25 women and their children. Interfaith Ministries was able to temporarily keep the Redwoods Center operating. While CWS funds were reduced or eliminated, StanWORKs funding has continued at a lower level based on eligible families. However, without the Child Welfare funding, contractors were not able to sustain the program and plans were being made to close the facility. Clean and Sober Living Services have been an important part of the Child Welfare "safety net" of services for children who have been victims of abuse or neglect. In the majority of the cases in Child Protective Services, substance abuse is a primary issue when a child has been removed from their parent or is at substantial risk of removal. Clean and sober living environments (along with substance abuse counseling, parenting classes and other services) are critical to either allow a child(ren) to safely live with their parent(s) or facilitate in the child(ren) reunifying with their parent(s).

In December, 2010, Supervisor O'Brien was contacted by various community members who are committed to a community based response to provide Clean and Sober Living services by donating private funds to these programs. The use of privately donated funds can leverage unused State funds to save and enhance the level of programs in the community without a negative impact to the County's General Fund. A staff team was developed from the Chief Executive Office, Community Services Agency and County Counsel for this effort.

State Regulations encourage such a partnership as is recommended with Valley Recovery Resources. The California Department of Social Services (CDSS) Management and Office Procedures Regulation 23-650.1 allows for contracts to be negotiated without formal advertising

Approval of an Agreement between the Community Services Agency and Valley Recovery Resources for Sober Living Environment Services

Page 4

"When a public emergency exists and the urgency is such that time is not available for formal advertising. " Faced with the Redwoods Center closure, CSA has identified a public emergency and a primary need to stabilize sober living services in the community.

Valley Recovery Resources is a non-profit organization who is responding to this County emergency. Valley Recovery Resources has purchased the building vacated by Inter-Faith Ministries of Greater Modesto, Inc. at 1050 California Avenue, Modesto. Valley Recovery Resources will establish a sober living facility to provide services to a maximum of 40 families per month. County staff is recommending approval to enter into an emergency contract with Valley Recovery Resources for sober living environment services.

Donations on behalf of Valley Recovery Resources will provide local match contribution to the County for Sober Living Services as detailed in the attached agreement. CDSS allows counties, under specified conditions, to enter into a contract to provide services for a State General Fund program with a non-profit organization that is also donating the county match. The local match contribution will be used to draw down State general funds to pay for the contracted services provided through the attached agreement. The Auditor-Controller will receive the donations and deposit them into the Fund 1636 Community Services Agency – Integrated Children's Services budget unit for use as local match to for sober living services provided through the Community Services Agency.

In Budget Year 2011-2012 the Community Services Agency will develop a Request for Proposal to solicit bids for Sober Living Environment Services that will invite all interested parties to participate in this formal bid process for new contracts estimated to begin July 1, 2013.

This partnership project provides the last needed local match to the CWS basic allocation, therefore providing augmentation funding of \$1.9 million at 100% State funding to Stanislaus County. This funding can be leveraged with additional Federal funds if used for allowable Federal activities, which could bring the total additional funds for child welfare programs up to \$3.3 million between available State and Federal resources based on current funding allocations. With Board of Supervisors approval, the Community Services Agency and the Chief Executive Office will develop a CWS augment spending plan to add back needed community services and case management staff to support families and children previously reduced due to lack of local match. It is estimated that the augment spending plan could range from \$1.9 to \$3.3 million. Staff will develop a plan and return to the Board of Supervisors for recommendation and approval for Budget Year 2011-2012.

POLICY ISSUES:

Approval of an Agreement between the Community Services Agency and Valley Recovery Resources for Sober Living Environment Services supports the Board's priorities of A Healthy Community, Effective Partnerships and Efficient Delivery of Public Services by providing a response to a community need for services that improve the health and well being of families in our community.

Approval of an Agreement between the Community Services Agency and Valley Recovery Resources for Sober Living Environment Services
Page 5

STAFFING ISSUES:

Staff from the Chief Executive Office, Community Services Agency and County Counsel have collaborated on this effort along with community members and are available to support the agreement between the Community Services Agency and Valley Recovery Resources.

CONTACT PERSON:

Patricia Hill Thomas, Chief Operations Officer. Telephone: (209) 525-6333

County of Stanislaus: Auditor-Controller Legal Budget Journal

Database
Set of Books

FMSDBPRD.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 Sober Living Partnership
Journal Reference	Text
Organization	List - Text Stanislaus Budget Org

Upl	Fund	Org	Acc't	GL Proj	Loc	Misc	Other	Debit		Credit		Period	Line Description	
								incr appropriations	decr appropriations	incr appropriations	decr appropriations			
								(format: number + general)		MM-YY		Text		
								(format: number + general)		MM-YY		Text		
1a	1631	0045051	21170	0000000	000000	000000	000000			33942		MAY-11	St Admin CWS	
1a	1631	0045051	21050	0000000	000000	000000	000000			79112		MAY-11	St Admin CalWORKs CEC Program	
1a	1631	0045051	46600	0000000	000000	000000	000000			14546		MAY-11	Operating Transfer In	
1a	1631	0045201	63472	0001158	000201	000000	000000	48488				MAY-11	CWS Contracted Services	
1a	1631	0045301	63471	0001720	000201	000000	000000	79112				MAY-11	CalWORKs WTW Contracted Services	
Totals:								127600		127600				

Explanation: Sober Living Partnership

Requesting Department: <u> </u> Signature: <u><i>[Signature]</i></u> Date: <u>5-3-11</u>	CEO: <u><i>[Signature]</i></u> Signature: <u><i>[Signature]</i></u> Date: <u>5/6/11</u>	Data Entry: <u>Karla Garcia</u> Keyed by: <u> </u> Date: <u>5/2/2011</u>	Auditors Office Only Prepared By: <u> </u> Date: <u> </u> Approved By: <u> </u> Date: <u> </u>
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**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
AGREEMENT TO PROVIDE
CLEAN AND SOBER LIVING ENVIRONMENT SERVICES
MAY 11, 2011 THROUGH JUNE 30, 2012**

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS ("County") and VALLEY RECOVERY RESOURCES ("Contractor"), a California non-profit corporation, on May 11, 2011.

RECITALS

WHEREAS, the County has a need for clean and sober living environment services for women with children; 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.
- 8.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:
 - 8.4.1 Contractor shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Contractor or its subcontractors;
 - 8.4.2 No provision of this Agreement shall be interpreted to permit or obligate Contractor to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and
 - 8.4.3 At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Contractor.

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 disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. 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 non-discrimination 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
- 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: Valley Recovery Resources
Attention: Derk VanKoynenburg
2213 Christmas Tree Court
Riverbank, CA 95367

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

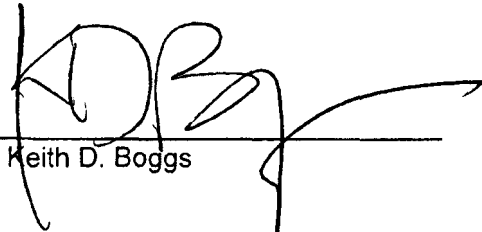
- 29.1 Contractor shall notify County immediately upon discovery of any employee of Contractor, any subcontractor, agent or other persons providing services, on behalf of Contractor who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Contractor, any subcontractor, 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.

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.

COUNTY OF STANISLAUS

VALLEY RECOVERY RESOURCES

By: 
Keith D. Boggs
Title: Deputy Executive Officer,
GSA Director/Purchasing Agent

By: _____
Title: _____

Dated: 5.5.11

Dated: _____


COUNTY OF STANISLAUS

Approved per BOS Item #: _____

Dated: _____

APPROVED AS TO FORM:
COUNTY COUNSEL
JOHN P. DOERING

APPROVED AS TO CONTENT:
COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY

By: 
Title: Deputy County Counsel

By: _____
Christine C. Applegate
Title: Director

Dated: 5/3/11

Dated: _____

**VALLEY RECOVERY RESOURCES
AGREEMENT TO PROVIDE
CLEAN AND SOBER LIVING ENVIRONMENT SERVICES
MAY 11, 2011 THROUGH JUNE 30, 2012**

I. GOVERNANCE STRUCTURE:

- A. Non-Profit Organizations: the Board of Directors shall hire a qualified Executive Director to oversee the daily operations of the Sober Living Facility. The Executive Director performance shall be reviewed on an annual basis.
- B. The Executive Director/Manager shall be the liaison with the County's Contract Managers and will participate in County monitoring and site reviews.
- C. The Contractor shall reasonably and with due diligence seek 501(c)(3) status through the Internal Revenue Service and failure to obtain that status by January 31, 2012, may be grounds to terminate this Agreement.

II. SCOPE OF WORK:

A. GENERAL SOBER LIVING SERVICES

Contractor shall provide the following services at 1050 California Avenue in Modesto

- 1. Operate and manage housing that provides a structured alcohol and drug free environment for residents referred by County. Such an environment shall support the sobriety of the residents. All Child and Family Services and Welfare-to-Work County-referred residents shall have a County authorized payer source.
- 2. Require that all residents commit to House Rules developed by the Contractor and approved by the County and have either completed a formal alcohol and drug recovery program or documented continued stable participation in a self-help group or treatment program and agree to submit to drug tests.
- 3. Maintain a suitable residence with a Fire Clearance issued by the local Fire Marshall, as described in EXHIBIT B, "Clean and Sober Living Facility Standards for Stanislaus County," attached hereto and, by this reference, made a part hereof. A copy of the current fire clearance shall be provided to County within five (5) days of this Agreement's effective date. Due diligence shall be exercised by Contractor related to prompt repairs and routine maintenance of the residences.
- 4. Provide case-related transportation for residents, and as necessary, their children, that is mutually agreed upon by County and Contractor and is included in the resident's case plan.
- 5. Adhere to the "Clean and Sober Living Facility Standards for Stanislaus County" (EXHIBIT B).
- 6. Provide appropriate amounts and types of food for residents (including visiting children), taking into consideration ages and nutritional needs.

7. Establish and maintain a Resident Council, to encourage resident governance, including the resolution of peer conflicts and resident/Contractor conflicts.
8. Provide language assistance, as necessary, for residents whose preferred language is other than English.
9. Collaborate with County in safety planning for residents who cannot stay sober.
10. Provide twenty-four (24) hour on-site Contractor oversight and management.
11. Abide by and support the resident's case and treatment plan as established by County.
12. Communicate with County case managers/case workers, including initiation of contact with those case managers/case workers regarding significant issues (safety and sobriety at the minimum) as well as participate in regular meetings with case managers and treatment staff.
13. To the extent permitted by law, communicate with the resident's treatment program regarding significant issues (safety and sobriety at the minimum) as well as participate in regular meetings with case managers/case workers and treatment staff.
14. Encourage and support community volunteers who can provide role modeling and mentoring for residents.
15. Immediately communicate with County case managers/case workers events of a critical incident related to a County referred resident and her children, including discharge for failing to adhere to House Rules.
16. Maintain a clear, well-articulated and posted resident complaint and grievance procedure.
17. Maintain clear, well-articulated and posted House Rules including expectations of each resident, which are consistently enforced.
18. Complete a comprehensive intake screening of all residents to determine and access all available public and private funding sources which may provide revenue for the resident's stay.
19. Meet State Alcohol and Drug Programs requirements (as detailed in All County Information Notice I-29-96) for residential alcohol and drug treatment program/centers to receive CalFresh benefits on behalf of the residents.
20. Submit the appropriate application form in order to become a CalFresh Vendor and be able to receive direct electronic benefit transfers via a Point of Sale (POS) device installed at Contractor's facility.
21. Collect from resident direct County Vendor payment or electronic benefit transfer, on a monthly basis, an amount equivalent to 70% of the resident's Temporary Assistance for Needy Families (TANF) and/or Supplemental Security Income (SSI), to be used as the resident's room and board payment.

22. Collect from the resident direct County vendor payment or electronic benefit transfer, on a monthly basis, an amount equivalent to 15% of the cash (TANF and/or SSI) to be deposited into a separate savings account to assist the resident to find housing upon discharge. The savings account shall not exceed a total of \$2,000.
23. Ensure that 15% of the resident's cash (TANF and/or SSI) is available to the resident for personal needs and incidentals.
24. Collect 80% of the resident's CalFresh benefits which shall be utilized by the Contractor for the resident's food and nutritional needs. CalFresh benefits shall not be used to offset food costs not associated with the benefiting resident.
25. Ensure that 20% of the resident's CalFresh benefits are available for the resident to purchase items separate than those that are being utilized in the Contractor's facility.
26. Collect from all residents \$150, of the savings identified for future housing, as a fully refundable security deposit for the property and furnishings that are supplied to the resident. The resident will attest to the condition of the property at entry and upon change of surroundings. Residents shall be responsible to return all items checked out to them and leave all furnishings and sleeping environments in acceptable condition. The \$150 refundable security deposit shall be satisfied by utilizing the resident's 15% TANF deduction for future housing. This deposit shall be refundable ten (10) business days after resident's discharge if items are returned in acceptable condition and upon inspection of unit.
27. May retain possession of the resident's electronic benefit transaction (EBT) card for security purposes. When the resident leaves the facility the card must be returned to the resident. Any unspent funds must be returned to the resident's EBT account. If the resident leaves prior to the 16th day of the month and the benefits have not been spent, Contractor shall credit one-half of the 80% collected in benefits to the resident's EBT account. If the resident leaves after the 16th day of the month and the benefits have been spent, Contractor shall not credit the resident's account for any portion of the monthly allotment.
28. Establish a fund, using a portion of the resident's TANF and/or SSI contribution, that combined with the resident's other countable property does not exceed a total of \$2,000 real and personal property limit for the family. If there are questions or concerns regarding the resident's property limits, Contractor shall contact the resident's assigned County case manager/case worker. The saved funds shall be returned to the resident upon leaving Contractor's facility.
29. Document the management of CalFresh benefits to include the amount collected from each individual resident, receipts for purchases using EBT cards and any other coupons, such as Women, Infants and Children (WIC) vouchers, provided to resident for emergency needs.
30. Maintain an accurate and current revenue and expenditure tracking process for CalFresh benefits, invoicing, the collection of resident fees, resident savings accounts, budgeting, and resident tracking by referral source.

31. Maintain a log of complaints and grievances expressed by residents, including those related to: zero tolerance of alcohol and drug use; abuse, neglect and domestic violence issues; food, nutrition and housing; observation of house rules, and customer satisfaction. A positive drug test may be grounds for eviction from the Contractor's facility.
32. Attend bi-monthly treatment meetings at First Step or Stanislaus Recovery Center Outpatient Programs when Contractor's residents are participating in either program.
33. Organizations providing services under this Agreement that engage in explicitly religious activities including worship, religious instruction, or proselytization, must perform activities outside of programs that are supported with funds that are the subject of this Agreement. Participation in any such explicitly religious activities must be voluntary for the recipient of the social service program. Contractor shall not discriminate against any current or prospective resident on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Contractor shall advise County referred residents of the above and provide residents who object to the religious character of the activities an alternative secular activity.
34. Donations on behalf of Valley Recovery Resources will be remitted to the County for use as the local match quarterly for Sober Living Environment Services provided by Valley Recovery Resources in Stanislaus County on the following schedule:
 - a. Fiscal Year 2010-2011: The required local match contribution minimum of \$9,092 is due May 11, 2011.
 - b. Fiscal Year 2011-2012: The required local match contribution range of \$90,338 to \$144,540 annually. The required quarterly local match contribution range of \$22,584.50 to \$36,135 is due at the beginning of each quarter:
 - 1st quarter due July 1, 2011
 - 2nd quarter due October 1, 2011
 - 3rd quarter due January 1, 2012
 - 4th quarter due April 1, 2012
 - c. Donations will be remitted to the following:

Stanislaus County Auditor-Controller Office
Attention: Lauren Klein
P.O Box 770
Modesto, CA 95353-0770

B. FACILITY STAFF REQUIREMENTS

In addition to the staff requirements outlined in paragraph 26. "Conviction of Crime" in the body of the Agreement, Contractor shall:

1. Obtain employment fingerprint clearance and negative drug test results on all staff who work at Contractor's facility on either a full-time or part-time basis.
2. Ensure that all Contractor staff at the facility are tested for tuberculosis (TB), and receive negative results, prior to working at Contractor's facility.

3. Paragraph 26.2 in the body of the this Agreement shall be deleted and replaced with the following:

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 for these crimes.

4. Paragraph 26.3 in the body of the this Agreement shall be deleted and replaced with the following:

Ensure that all staff or volunteers are trained and oriented regarding their responsibilities under the California's Child Abuse or Neglect (penal code sections 11165.1 through 11165.6 and Elder and Dependent Adult Abuse or Neglect (Welfare & Institutions Code sections 15610 et seq) Reporting Laws. Documentation of training and orientation shall be included in all staff files. It is expected that all suspected incidents of domestic violence or abuse (including child and/or elder and dependent adult abuse and neglect) shall be reported. 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.

C. SHARED OUTCOMES

It is expected that Contractor shall meet the following outcomes during the performance of this Agreement:

1. Contractor's facility, including common areas and grounds shall be suitable (clean, safe, and well maintained) as evidenced by site visits conducted by County during the term of this Agreement.
2. Operate an alcohol and drug free environment with zero tolerance for use at the facility(s). Measurement of this outcome shall be evidenced by the number and severity of complaints County receives on this issue and by observation during site visits.
3. Provide an abuse and neglect free environment for residents and their children. Measurement of this outcome shall be evidenced by the number and severity of complaints County receives on this issue and by observation during site visits.
4. Exercise due diligence to ensure that residents regularly attend alcohol and/or other drug treatment during their stay and, therefore, increase retention of County's residents in such programs. Measurement of this outcome shall be evidenced by a County review of participant records.
5. Exercise due diligence to ensure that residents regularly attend community 12-step meetings. Measurement of this outcome shall be evidenced by a County review of participant records.
6. Provide adequate food and nutrition for all residents appropriate to their age and physical condition. Measurement of this outcome shall be evidenced by the number and severity of complaints County receives on this issue and by observation during site visits.

7. County referred residents and County staff shall have a high level of satisfaction with Contractor's performance during the term of this Agreement. Measurement of this outcome shall be evidenced by the results of Contractor's customer satisfaction surveys and by the number and severity of complaints County receives on this issue and by observation during site visits.
8. Have a system in place to resolve resident complaints and grievances and those residents shall be encouraged to use it. Measurement of this outcome shall be evidenced by the number and severity of complaints County receives on this issue and by observation during site visits.
9. Administer a customer satisfaction survey in September and March to all County-referred residents. County shall provide the survey forms. Completed surveys shall be returned to County.

III. 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 May 11, 2011, through June 30, 2012, shall not exceed \$930,600 as follows:
 - a. The maximum amount for the period May 11, 2011, through June 30, 2011, shall not exceed \$127,600.
 - b. The maximum amount for the period July 1, 2011, through June 30, 2012, shall not exceed \$803,000.
 - c. This is a fixed rate, per unit of service Agreement. One unit of service equals one (1) bed day at a fixed rate of \$55.00 per unit.
2. Valley Recovery Services shall serve up to a maximum of forty (40) County referred residents per month for the period May 11, 2011, through June 30, 2012.

- B. Contractor shall make no charge to the recipient except as otherwise described herein.
- C. This Agreement shall be effective May 11, 2011, through June 30, 2012.
- D. No funds that are subject of this Agreement may be used to support or engage in any explicit religious activities including activities that involve overt religious content such as worship, religious instruction, or proselytization.
- 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, 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

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

May 2012 is due June 11, 2012
June 2012 is due June 18, 2012

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

3. Billings shall 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. Invoice shall include the following: month of service, type and date of service, number of units of service billed, service rate, resident name and total due. Contractor shall include with each invoice submitted a list containing the names of County referred residents, the date resident entered the facility, the date resident vacated the facility, the total number of bed days provided, the number of children staying with the resident and the amount of TANF, CalFresh benefits, or SSI collected.

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 shall 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.

**CLEAN AND SOBER LIVING FACILITY STANDARDS
FOR STANISLAUS COUNTY**

REFERENCE NUMBER	INDICATOR
Article 1: Physical Environment	
1.	Design should encourage residents to contact each other incidentally, informally, and without status barriers.
2.	Space should be available for all residents to meet for community meetings, and to attend community events.
3.	Entrance and exit must be controlled. Human security is far preferable to electronic security.
4.	A secured locked space shall be available for resident medication.
5.	Repair, maintenance, cleanliness, and attractiveness are critical elements in the life of the house. This includes grounds and driveways surrounding the facility.
6.	Residents should feel the place is their own.
7.	Space should be adequate to accommodate each individual comfortably and with dignity and respect.
8.	Each facility shall have a living room area with adequate space for participants to assemble for social or other group activities.
9.	Each facility shall have a dining area suitably furnished for group or individual meal service.
10.	Sleeping rooms shall be adequate to provide a bed and private space for each resident.
11.	Bathrooms shall be conveniently located and sufficient to provide adequate facilities for health, hygiene and privacy for each resident.
12.	Kitchen facilities shall provide cooking and storage space to meet the needs of the facility and its residents.
13.	<p>Fire Safety: Review by local fire marshal. The following minimum fire prevention requirements shall be followed:</p> <ul style="list-style-type: none"> a. There shall be no smoking in the house; b. Smoking materials shall be disposed of safely, There shall be no accumulation of clothing, newspapers, or cartons in the living/sleeping areas, c. Stoves and cooking areas shall be kept clean of grease accumulation, d. Smoke detectors and fire extinguisher shall be installed, e. Exit doors shall be clearly marked and readily available, f. Fire drills from sleeping areas should be encouraged. g. Residents shall be trained on use of fire extinguishers.
14.	<p>Health Standards: The following minimum health maintenance measures shall be followed:</p> <ul style="list-style-type: none"> a. There shall be adequate space for food storage, b. All food shall be stored in covered containers, or properly wrapped and dated, c. Perishable items shall be refrigerated, d. Adequate refrigeration in good repair shall be available, e. All dishes and cooking implements shall be washed upon use, f. There shall be adequate hot water for dish washing and disinfecting, g. Bathroom space shall be adequate for number of residents, h. Bathrooms shall be kept clean on a daily basis, i. Bathrooms shall provide personal privacy.
Article 2: Management	
1.	The person in charge of the facility shall be clearly identified to all residents. This person shall be responsible for the maintenance and safety of the building.
2.	Staffing may or may not be necessary depending on the nature of the housing. At a minimum, someone must be responsible for the safety of the building, someone must be available to maintain records, to collect rent, and to register and check-out residents, and to maintain the rules of the house.
3.	Manager makes available resources available to residents as needed to attend treatment and/or AA/NA or other self help groups as necessary for the resident's recovery.

4.	Manager agrees to make resources available to residents to resolve legal and money management difficulties, improve parenting skills, prepare for and find employment, and other resources as needed for the resident's long term recovery.
5.	If childcare is provided when the parent is not on site, the childcare must either be licensed or arranged for by the parent.
6.	If CalFresh benefits are used for congregate living, CalFresh rules and regulations must be followed.
7.	All staff must be fingerprinted and cleared through the Department of Justice.
8.	A complaint and grievance procedure must be in place which measures resident satisfaction.
9.	Three (3) months notification to a resident is required for any increase in rent.

Article 3: Record Keeping

1.	<p>The manager in charge of the residency shall maintain formal records. The following record keeping standards are applicable to SLE:</p> <p>a. Personal Data Form: Biographical personal data that provides an identification profile and emergency contact. Length of sobriety, prior recovery experience, and source of referral are appropriate.</p> <p>b. Resident Log: This is a continuing record of residents as they enter and exit residency.</p> <p>c. Resident Fee Payment Record: This record indicates the amount of resident fee due, and the date and amount of actual payment.</p>
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Article 4: House Rules – At a minimum house rules must include:

1.	No physical, verbal, sexual or emotional abuse is permitted. A threat or act of violence may result in dismissal from the clean and sober residence.
2.	Buying, selling, using or living under the influence of alcohol or any items containing alcohol or any illegal drug is prohibited.
3.	Stealing, destruction or property and vandalism anywhere on the premises are prohibited.
4.	Firearms, weapons or ammunition are not permitted on the premises.
5.	A positive drug test may be grounds for eviction from the clean and sober residence and discontinuance of funding.
6.	Gambling is prohibited.
7.	Curfew and room times as set by the individual Clean and Sober Living Facility must be observed.
8.	Fully participate in job readiness training and job search as appropriate.
9.	Perform assigned routine house keeping chores.
10.	Room and personal area must be kept neat and clean.
11.	Bed must be made on a daily basis.
12.	Attend and participate in house meetings and activities.
13.	Agree to smoke only in designated areas outside the house.
14.	Maintain your own personal property.
15.	No drinking of alcohol or items containing alcohol or using illegal drugs at any time.
16.	No alcohol, items containing alcohol or illegal drugs shall be brought onto the premises at any time.
17.	Rent must be paid on time.
18.	Mandatory attendance at weekly house meeting.

Article 5: Residency Requirements

1.	A desire to live a clean and sober life style.
2.	Completion of a formal alcohol or drug recovery program, or documented continued stable participation in a self-help group or treatment program.
3.	A willingness to abide by all house rules as documented in a signed residential Agreement.
4.	Resident must fully participate in developing and complying with plans for resolving legal and money management difficulties, participate in parent education, job readiness training in obtaining employment, etc.



BOARD OF SUPERVISORS

2011 AUG 11 P 12:38

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: AUGUST 9, 2011

SUBJECT: FULLY EXECUTED CONTRACT

=====

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

- ◆ Sierra Vista Child & Family Services – Counseling Services for High-Risk Families, effective 7/1/11 through 6/30/12, Original BOS #2011-337, June 7, 2011, Board Agenda #B-2, Amend #1 BOS 408-2011, June 28, 2011, Board Agenda #B-26

If you have any questions regarding the above documents, please call me at 558-1430.

Thank you.



COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
AGREEMENT TO PROVIDE
COUNSELING SERVICES FOR HIGH-RISK FAMILIES
JULY 1, 2011 THROUGH JUNE 30, 2012

It is hereby mutually agreed between the County of Stanislaus, Community Services Agency, (hereinafter referred to as "County") and **SIERRA VISTA CHILD & FAMILY SERVICES**, (hereinafter referred to as "Consultant") that the Agreement entered into on July 1, 2011, for the purpose of providing individual and group counseling services to high-risk families hereby amended as follows:

WHEREAS the need for additional services is required; and

WHEREAS the need for additional services requires additional funds; and

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

EXHIBIT A, II. COMPENSATION:, A. Costs:, paragraph 1. is hereby deleted and replaced with the following:

1. The maximum amount of this Agreement for the period July 1, 2011, through June 30, 2012, shall not exceed \$460,000. This amount shall purchase any combination of units of service at the following rates:
 - a. Individual counseling at a fixed rate of \$80.00 per unit of service
 - b. Intake/case plan assessment at a fixed rate of \$80.00 per unit of service
 - c. Report writing at a fixed rate of \$80.00 per unit of service
 - d. Group counseling at a fixed rate of \$36.75 per unit of service
 - e. Supervised visits at a fixed rate of \$80.00 per unit of service
 - f. Sign language interpretation at a fixed rate of \$25.00 per unit of service
 - g. Foreign language interpretation at a fixed rate of \$25.00 per unit of service
 - h. Specialized foreign language interpretation at a fixed rate of \$35.00 per unit of service


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.


COUNTY OF STANISLAUS

By: 
Keith D. Boggs

Title: Deputy Executive Officer
GSA Director/Purchasing Agent

Dated: 7.27.11

SIERRA VISTA
CHILD & FAMILY SERVICES

By: 
Judy Kindle

Title: Executive Director

Dated: 7/19/11

APPROVED AS TO FORM:
COUNTY COUNSEL
JOHN P. DOERING

By: 

Title: Deputy County Counsel

Dated: 7/15/11

APPROVED AS TO CONTENT:
STANISLAUS COUNTY
COMMUNITY SERVICES AGENCY

By: 
Christine C. Applegate

Title: Director

Dated: 7/22/11

COUNTY OF STANISLAUS

Approved per BOS Item #: 2011-408

Dated: June 28, 2011



COMMUNITY SERVICES AGENCY

BOARD OF SUPERVISORS

Christine C. Applegate
Director

2011 AUG 11 P 12: 38

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: AUGUST 10, 2011

SUBJECT: FULLY EXECUTED CONTRACT

=====

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

- ◆ Aspiranet – Pro Family Program Services, effective 8/1/11 through 6/30/12, Original BOS #408-2011, June 28, 2011, Board Agenda #B-26

If you have any questions regarding the above documents, please call me at 558-1430.

Thank you.



**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
AGREEMENT TO PROVIDE
PRO FAMILY PROGRAM SERVICES
AUGUST 1, 2011 THROUGH JUNE 30, 2012**

This AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS ("County") and ASPIRANET ("Consultant"), a California non-profit corporation, on August 1, 2011.

INTRODUCTION

WHEREAS, County has the need for Pro Family Program Services; and Consultant has agreed to provide those services;

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK

- 1.1 The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in EXHIBIT A, which is attached hereto and, by this reference, made a part hereof.
- 1.2 All documents, drawings and written work product prepared or produced by the Consultant under this Agreement, including without limitation electronic data files, are the property of the Consultant; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Consultant may copyright the same, except that, as to any work which is copyrighted by the Consultant, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
- 1.3 Services and work provided by the Consultant at the County's request under this Agreement shall be performed in a timely manner in accordance with a Schedule of Work, which the parties hereto shall agree to. The Schedule of Work may be revised from time to time upon mutual written consent of the parties.
- 1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it shall perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or

contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

- 1.5 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant shall so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant shall be the agent of the Consultant not the County.

2. CONSIDERATION

- 2.1 The Consultant shall be compensated on a time and materials basis as provided in EXHIBIT A attached hereto.
- 2.2 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.
- 2.3 The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement shall generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.
- 2.4 County shall not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- 2.5 Payments of all services provided in accordance with the provisions of this Agreement are contingent upon the availability of County, State and Federal funds.

3. TERM

- 3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in EXHIBIT A.
- 3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

- 3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Consultant's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Consultant ceases to be licensed or otherwise authorized to do business in the State of California, and the Consultant fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.
- 3.4 The County may terminate this Agreement upon thirty (30) days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.
- 3.5 County shall notify Consultant in writing within thirty (30) days of any potential Federal or State audit exception. Where findings indicate program requirements are not being met and Federal and/or State participation in this program may be imperiled, written notification shall constitute County's intention to terminate this Agreement in the event corrections are not accomplished within thirty (30) days.
- 3.6 This Agreement may be terminated by County upon the giving of thirty (30) days notice of such termination because the services as determined by the Director of Stanislaus County Community Services Agency are inadequate, poorly performed, or improperly supervised. Within the thirty (30) day period, Consultant may appeal the decision of the Director of the Community Services Agency to the Board of Supervisors of Stanislaus County. The determination by the Board as to the termination shall be final.
- 3.7 Notwithstanding any other provisions of this Agreement, County may terminate the Agreement immediately:
- A. Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services; or,
 - B. Upon loss of any license(s) required for lawful operation of Consultant's business; or,
 - C. Upon an unauthorized decrease in the required insurance in force; or,
 - D. Upon failure to make payroll payments; or,
 - E. Failure to remit payroll deductions in a timely manner to the appropriate State and Federal government; or,
 - F. Upon failure to substantially meet other financial obligations; or,
 - G. Upon service or a writ of attachment by creditors of Consultant
- 3.8 Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. INSURANCE

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

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

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

7.1.3 Automobile Liability Insurance. If the Consultant or the Consultant's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single

limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

- 7.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this Agreement, the Consultant certifies under section 1861 of the Labor Code that the Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant shall comply with such provisions before commencing the performance of the work of this Agreement.
- 7.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it shall be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.
- 7.3 The Consultant shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its officers, officials and employees as additional named insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of the Consultant; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.
- 7.4 The Consultant's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.
- 7.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees.

- 7.6 The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 7.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.
- 7.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.
- 7.9 Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insureds under its insurance policies.
- 7.10 At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant shall furnish County with certificates of insurance and with original endorsements effecting coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.
- 7.11 The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors.
- 7.12 If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant agrees to maintain the required insurance coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. Consultant may maintain the required post agreement coverage by renewal of purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

8. DEFENSE AND INDEMNIFICATION

- 8.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.
- 8.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.
- 8.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.
- 8.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:
- 8.4.1 Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Consultant or its subcontractors;
- 8.4.2 No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and
- 8.4.3 At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant.

9. STATUS OF CONSULTANT

- 9.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in EXHIBIT A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer

or employee of the County is to be considered an employee of Consultant. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

- 9.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.
- 9.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.
- 9.4 Consultant is permitted to provide services to others during the same period services are provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.
- 9.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.
- 9.6 It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.
- 9.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.
- 9.8 As an independent contractor, Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

10. RECORDS AND AUDITS

- 10.1 Consultant shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement or until such records and their supporting documentation are released due to closure of

Federal/State audit, whichever is longer. This includes any handwriting, typewriting, printing, photostatic, photographing, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.

- 10.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.
- 10.3 Any authorized representative of County shall have access to any writings as defined above, provided that said writings are not deemed by Consultant to be confidential, attorney work product, or privileged, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.
- 10.4 County shall have the right to audit all billings and records of the Consultant related to this Agreement as required by State law. An independent public accountant can be appointed by County.
- 10.5 Consultant agrees that its financial records shall contain itemized records of all costs and be available for inspection in Stanislaus County within three (3) working days of the request by the County, State or Federal agencies.
- 10.6 Monitoring by County may be accomplished by the following means: field reviews, audit claims, monthly review of records, etc.
- 10.7 Consultant shall be responsible for the procurement and performance of a fiscal and compliance audit annually. Entities receiving in excess of \$500,000 in Federal funds must comply with the Single Audit Act of 1984, PL 98-502 and the Single Audit Amendments of 1996, P.L. 104-156. All audits must be performed in accordance with Government Audit standards as set forth in the Guidelines for Financial and Compliance Audits for Federally Assisted Programs, Activities, and Functions, and the provisions of OMB Circular A-133 as this applies to the auditing of states, local governments, institutions of higher education and non-profit.
- 10.8 The annual audit requirement is replaced with a biennial audit covering the most recent fiscal year if all of the following apply:
 - A. The total County Agreement expenditures, from all funding sources, during the fiscal year, are less than \$100,000
 - B. The Consultant is in compliance with all other Agreement requirements
 - C. An audit was performed on one of the preceding two years in accordance with Government Auditing Standards and a copy of the report and any management letter has been submitted to County
 - 1) The auditor's opinion on the financial statement and the schedule of federal awards (if applicable) were unqualified

- 2) There were no deficiencies in internal control over financial reporting that were identified as material weaknesses under the requirements of Government Auditing Standards
- 3) None of the state or federal programs had audit findings in the preceding year that were classified as:
 - a. Material weaknesses in the internal control over compliance
 - b. Noncompliance with the provisions of laws, regulations, contracts, or grant agreements that had a material effect on the program
 - c. Known or likely questioned costs

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

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

11. CONFIDENTIALITY

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

- 11.1 Any and all information pertaining to the administration of public social services, for which grants in aid are received shall 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 shall publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.
- 11.3 Consultant shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of misdemeanor.

11.4 Consultant, as an agent of Stanislaus County, shall 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. NON-DISCRIMINATION

12.1 During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination 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.

12.2 Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

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

13. ASSIGNMENT

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

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

14. WAIVER OF DEFAULT

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

15. NOTICE

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

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

To Consultant: Aspiranet
Attention: Vernon Brown, CEO
400 Oyster Point Blvd., Suite 501
South San Francisco, CA 94080

16. CONFLICTS

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

17. SEVERABILITY

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

18. AMENDMENT

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

19. ADVICE OF ATTORNEY

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

20. CONSTRUCTION

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

21. GOVERNING LAW AND VENUE

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

22. GENERAL ACCOUNTABILITY

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

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

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

23. CODE OF ETHICS

Consultant shall uphold the following Code of Ethics:

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

24. STATE ENERGY CONSERVATION PLAN

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

25. COPYRIGHT ACCESS

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

26. CONVICTION OF CRIME

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

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

26.3 Consultant shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1 through 11165.6. Consultant shall require each employee, volunteer, consultant, subcontractor or agency to sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166(a) and shall comply with the provisions of the code section.

27. MATCHING FUNDS

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

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

28.1 County and Consultant recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this paragraph, Consultant shall 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 shall include a clause identical to paragraph 28 of this Agreement and titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- F. The certification in paragraph 28 of this Agreement is a material representation of fact upon which County placed reliance when this transaction was entered into.

29. COMPLIANCE WITH FALSE CLAIMS ACT

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

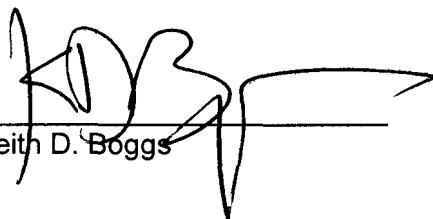


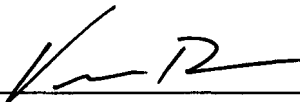
This Agreement has been signed by the parties or their duly authorized representatives to become effective as of the date referenced on the first page.

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

COUNTY OF STANISLAUS

ASPIRANET

By: 
Keith D. Boggs

By: 

Title: Deputy Executive Officer,
GSA Director/Purchasing Agent

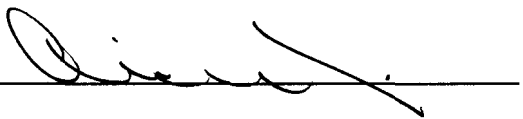
Title: CEO

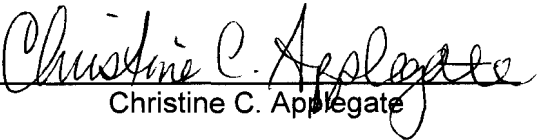
Dated: 8.2.11

Dated: 7/27/11

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

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

By: 

By: 
Christine C. Applegate

Title: Deputy County Counsel

Title: Director

Dated: 7/22/11

Dated: 7/29/11

COUNTY OF STANISLAUS

Approved per BOS Item #: 2011-408

Dated: June 28, 2011

**ASPIRANET
AGREEMENT TO PROVIDE
PRO FAMILY PROGRAM SERVICES
AUGUST 1, 2011 THROUGH JUNE 30, 2012**

I. SCOPE OF WORK:

- A. Consultant shall provide ProFamily Intensive Family Reunification services. The short term program is intended to be completed in ninety (90) day, but can be extended to one hundred twenty (120) days. Any services over one hundred twenty (120) days must be approved by County Manager/Supervisor. Services are time limited and can be provided only during the fifteen (15) month period that begins on the date the child is considered to have entered foster care.
1. Referral:
Services may be provided under this Agreement only to those families and in those amounts authorized by County on an Encumbrance Form. County retains the ultimate responsibility for determining eligibility of persons served under this Agreement, duration of services and assessing the continuing need for services. Services not authorized by an Encumbrance Form will not be compensated.
 2. Assessment:
The ProFamily Supervisor shall contact the family within one (1) business day of the referral to describe the program, answer questions and arrange for strength-based family assessment. The assessment takes place either in the family's home or in a mutually convenient community setting. The assessment consists of a family psychosocial interview and administration of the Adult-Adolescent Parenting Inventory. The Program Supervisor shall provide the County social worker with a copy of their assessment. If the assessment uncovers risk factors presenting an immediate crisis, the Program Supervisor shall notify County immediately. If, at any time during the assessment, the family decides not to participate in the program, the Program Supervisor shall notify County, provide the family and/or County with other resources, and make referrals if indicated.
 3. Service Planning:
Once the assessment has been completed, the program staff shall work with the family to identify goals and objectives for service. All goals are in accordance with the court-ordered reunification plan. Consistent with program philosophy, goals and objectives will be strength-based, clearly stated and measurable. Areas addressed in the service plan include basic needs, community service and resources, support networks and self-sufficiency.
 4. Service Delivery:
The Parent Partner/Case Manager shall visit the home as needed in order to review progress, monitor risk, assist with resources and provide direction toward achieving the goals established in the individual service plan. The Parent Partner/Case Manager provides an average of between five (5) and

twenty (20) hours of direct service per week to each family depending upon family need, the stage of treatment and the family's transition into independence.

5. **Transportation:**
The Parent Partner/Case Manager shall assess the need to assist with transportation based on the client's need and availability of resources (i.e. availability of bus passes and public transit). Transportation shall be provided by the Parent Partner/Case Manager to the family as it relates to their case plan services and is mutually agreed upon by County and Consultant. At minimum, this transportation shall include, but not be limited to: medical appointments (to assist with parenting issues that surround the care and well being of the child), housing search (i.e. showing the parent how to search for housing, complete applications, etc.) and budgeting, etc.
6. **Supervised Visits**
An MSW level social worker, waived social worker or therapist shall actively work with the parent and child to strengthen the relationship and build parenting skills. The supervised visit is intended to improve parent-child interactions and document progress. These visits shall take place at Aspiranet's facilities in Turlock or Modesto, or in an agreed upon site in the community.
7. **Consultant shall prepare a quarterly progress review which will include an evaluation of the family's ability to complete the plan. The remaining thirty (30) days will be used to transition the family to self-sufficiency.**
8. **Request for Interest #10-06-TRS issued by Stanislaus County General Services Agency, Purchasing Division; the Consultant's responding proposal; Notice to Proposers; Information for Proposers; General Conditions, as well as any plans, specifications, agenda, and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference and made a part hereof (collectively, the "RFI"), together with this Agreement, comprise the contract and all services provided hereunder shall be performed in accordance therewith. In the event there is conflict between the terms and conditions set forth in this Agreement and those set forth in the RFI, then in such case, the terms and conditions of this Agreement shall prevail.**

B. 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 councils, the Stanislaus Children's 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 August 1, 2011, through June 30, 2012, shall not exceed \$90,000. This amount shall purchase a maximum of 2,250 units of service at a fixed rate of \$40.00 per unit of service.
 2. This is a fixed rate, per unit of service Agreement. One unit of service equals one (1) hour.
- B. Consultant shall make no charge to the recipient and shall collect no share of cost.
- C. This Agreement shall be effective August 1, 2011, through June 30, 2012.
- D. Consultant agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Consultant costs, both indirect and direct, relative to this Agreement.
- E. Costs must conform with Federal costs regulation: OMB Circular A-87, A Guide for State and Local Government Agencies, 48 CFR, Part 31, Subpart 31.2 (for profit agencies), and OMB Circular A-122 (for nonprofit agencies). All equipment purchased by Consultant must be depreciated in accordance with 45 CFR 95.705. All equipment, materials, supplies or property of any kind purchased from funds reimbursed or furnished by County under the terms of this Agreement shall be fully consumed or aged out in the course of the Agreement/program. County reserves the right to physically reclaim any/all such property at the conclusion of the Agreement in accordance with 45 Code of Federal Regulations, Part 74, Administration of Grants.
- F. 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, for **July 2011 through April 2012 services. Billings for the service months of May and June 2012 are as follows:**

May 2012 is due June 7, 2012
June 2012 is due June 15, 2012

Billing requirements are subject to change and the Consultant shall be notified in writing.
 2. Billings shall 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. Invoice shall include the following: type and date of service, number of units of service billed, service rate, client name and total due.

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 shall not pay for unauthorized services rendered by Consultant 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.



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: AUGUST 10, 2011

SUBJECT: FULLY EXECUTED CONTRACT

=====

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

- ◆ Valley Recovery Resources – Clean and Sober Living Environment Services, effective 5/11/11 through 6/30/12, Original BOS #2011-337, June 7, 2011, Board Agenda #B-2, Amend #1 BOS 408-2011, June 28, 2011, Board Agenda #B-26

If you have any questions regarding the above documents, please call me at 558-1430.

Thank you.

BOARD OF SUPERVISORS
2011 AUG 12 A 3:37

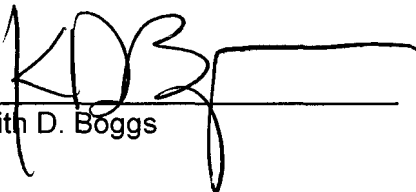


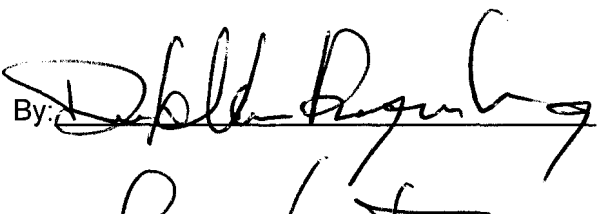
This Agreement has been signed by the parties or their duly authorized representatives to become effective as of the date referenced on the first page.

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

COUNTY OF STANISLAUS

VALLEY RECOVERY SERVICES

By: 
Keith D. Boggs

By: 

Title: Deputy Executive Officer
GSA Director/Purchasing Agent

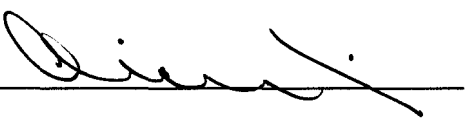
Title: President

Dated: 7.21.11

Dated: 7-21-11

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

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

By: 

By: 
Christine C. Applegate

Title: Deputy County Counsel

Title: Director

Dated: 7/20/11

Dated: 7/27/11

COUNTY OF STANISLAUS

Approved per BOS Item #: 2011-286 & 2011-408

Dated: May 10, 2011 & June 28, 2011

COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
AGREEMENT TO PROVIDE
SUBSTANCE ABUSE COUNSELING AND TREATMENT SERVICES
JULY 1, 2011 THROUGH JUNE 30, 2012

It is hereby mutually agreed between the County of Stanislaus, Community Services Agency, (hereinafter referred to as "County") and NIRVANA DRUG AND ALCOHOL TREATMENT INSTITUTE, (hereinafter referred to as "Consultant") that the Agreement entered into on July 1, 2011, for the purpose of providing substance abuse counseling and treatment services hereby amended as follows:

WHEREAS the need for additional services is required; and

WHEREAS the need for additional services requires additional funds; and

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

FIRST: EXHIBIT A, II. COMPENSATION:, A. Costs:, paragraph 1. is hereby deleted and replaced with the following:

- 1. The maximum amount of this Agreement for the period July 1, 2011, through June 30, 2012, shall not exceed \$380,000. This amount shall purchase any combination of units of service at the following rates:

Table with 2 columns: Service Type and Rate. Rows include Assessment (\$ 35 per assessment), Outpatient group counseling (\$ 30 per session), Outpatient individual counseling (\$ 30 per session), Day treatment (\$ 700 per month), Clean & Sober Living and outpatient treatment (\$ 800 per month), Clean & Sober Living and intensive day treatment (\$1,200 per month), Residential substance abuse treatment (\$1,498 per month* (*53.50 per day)).

SECOND: EXHIBIT A, II. COMPENSATION:, A. Costs:, paragraph 2. is hereby deleted and replaced with the following:

- 2. This is a fixed rate per unit of service Agreement. A unit of service is as follows:

Table with 2 columns: Service Type and Unit. Rows include Assessment (One (1) assessment), Outpatient group counseling (One (1) session), Outpatient individual counseling (One (1) session), Day treatment (One (1) month), Clean & Sober Living and outpatient treatment (One (1) month), Clean & Sober Living and intensive day treatment (One (1) month), Residential substance abuse treatment (One (1) month), (28 day program).

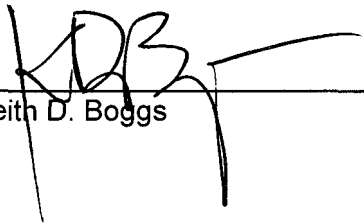
All other terms and conditions of the Agreement shall remain in full force and effect.

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

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.

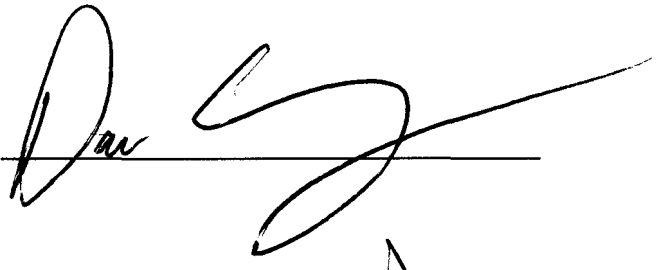
COUNTY OF STANISLAUS

By: 
Keith D. Boggs

Title: Deputy Executive Officer
GSA Director/Purchasing Agent

Dated: 9.23.11

NIRVANA DRUG AND ALCOHOL TREATMENT INSTITUTE

By: 

Title: Executive Director

Dated: 9-14-11

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

By: 

Title: Deputy County Counsel

Dated: 9/9/11

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

By: 
Christine C. Applegate

Title: Director

Dated: 9/20/11

COUNTY OF STANISLAUS

Approved per BOS Item #: 2011-408

Dated: June 28, 2011

COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
AGREEMENT TO PROVIDE
CLEAN AND SOBER LIVING ENVIRONMENT SERVICES
MAY 11, 2011 THROUGH JUNE 30, 2012

It is hereby mutually agreed between the County of Stanislaus, Community Services Agency, (hereinafter referred to as "County") and VALLEY RECOVERY SERVICES, (hereinafter referred to as "Contractor") that the Agreement entered into on May 11, 2011, for the purpose of providing clean and sober living environment services for women with children is hereby amended as follows:

WHEREAS the need for additional services is required; 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: Any references made to EXHIBIT A are hereby deleted and replaced with EXHIBIT C.


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.

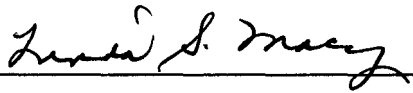
IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first hereinabove written.

COUNTY OF STANISLAUS

By: 
Keith D. Boggs
Title: Deputy Executive Officer,
GSA Director/Purchasing Agent

Dated: _____

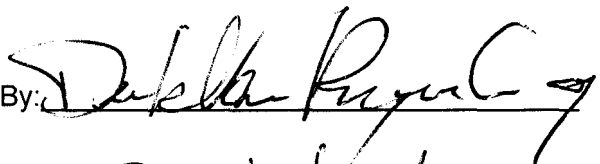
**APPROVED AS TO FORM:
COUNTY COUNSEL
JOHN P. DOERING**

By: 

Title: Deputy County Counsel


Dated: 2-1-12

VALLEY RECOVERY RESOURCES

By: 
Title: President of Board

Dated: 2-6-12

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

By: 
Christine C. Applegate

Title: Director

Dated: 2/8/12

COUNTY OF STANISLAUS

Approved per BOS Item #: 2011-286 & 2011-408

Dated: May 10, 2011 & June 28, 2011

**VALLEY RECOVERY RESOURCES
AGREEMENT TO PROVIDE
CLEAN AND SOBER LIVING ENVIRONMENT SERVICES
MAY 11, 2011 THROUGH JUNE 30, 2012**

I. GOVERNANCE STRUCTURE:

- A. Non-Profit Organizations: the Board of Directors shall hire a qualified Executive Director to oversee the daily operations of the Sober Living Facility. The Executive Director's performance shall be reviewed on an annual basis.
- B. The Executive Director/Manager shall be the liaison with the County's Contract Managers and will participate in County monitoring and site reviews.
- C. The Contractor shall reasonably and with due diligence seek 501(c)(3) status through the Internal Revenue Service and failure to obtain that status by January 31, 2012, may be grounds to terminate this Agreement.

II. SCOPE OF WORK:

A. GENERAL SOBER LIVING SERVICES

Contractor shall provide the following services at 1050 California Avenue in Modesto and 1904 Richland Avenue in Ceres.

- 1. Operate and manage housing that provides a structured alcohol and drug free environment for residents referred by County. Such an environment shall support the sobriety of the residents. All Child and Family Services and Welfare-to-Work County-referred residents shall have a County authorized payer source.
- 2. Require that all residents commit to House Rules developed by the Contractor and approved by the County and have either completed a formal alcohol and drug recovery program or documented continued stable participation in a self-help group or treatment program and agree to submit to drug tests.
- 3. Maintain a suitable residence with a Fire Clearance issued by the local Fire Marshall, as described in EXHIBIT B, "Clean and Sober Living Facility Standards for Stanislaus County," attached hereto and, by this reference, made a part hereof. A copy of the current fire clearance shall be provided to County within five (5) days of this Agreement's effective date. Due diligence shall be exercised by Contractor related to prompt repairs and routine maintenance of the residences.
- 4. Provide case-related transportation for residents and, as necessary, their children, that is mutually agreed upon by County and Contractor and is included in the resident's case plan.
- 5. Adhere to the "Clean and Sober Living Facility Standards for Stanislaus County" (EXHIBIT B).
- 6. Provide appropriate amounts and types of food for residents (including visiting children), taking into consideration ages and nutritional needs.

7. Establish and maintain a Resident Council, to encourage resident governance, including the resolution of peer conflicts and resident/Contractor conflicts.
8. Provide language assistance, as necessary, for residents whose preferred language is one other than English.
9. Collaborate with County in safety planning for residents who cannot stay sober.
10. Provide twenty-four (24) hour on-site Contractor oversight and management.
11. Abide by and support the resident's case and treatment plan as established by County.
12. Communicate with County case managers/case workers, including initiation of contact with those case managers/case workers regarding significant issues (safety and sobriety at the minimum) as well as participate in regular meetings with case managers and treatment staff.
13. To the extent permitted by law, communicate with the resident's treatment program regarding significant issues (safety and sobriety at the minimum) as well as participate in regular meetings with case managers/case workers and treatment staff.
14. Encourage and support community volunteers who can provide role modeling and mentoring for residents.
15. Immediately communicate with County case managers/case workers events of a critical incident related to a County referred resident and her children, including discharge for failing to adhere to House Rules.
16. Maintain a clear, well-articulated and posted resident complaint and grievance procedure.
17. Maintain clear, well-articulated and posted House Rules including expectations of each resident, which are consistently enforced.
18. Complete a comprehensive intake screening of all residents to determine and access all available public and private funding sources which may provide revenue for the resident's stay.
19. Submit the appropriate application form in order to become a CalFresh Vendor and be able to receive direct electronic benefit transfers via a Point of Sale (POS) device installed at Contractor's facility.
20. Beginning May 11, 2011, through September 11, 2011, the Contractor house coordinators shall be assigned as the Authorized Representatives (AR) for each resident's case with the resident's permission. The AR shall receive a secondary Electronic Benefit Transaction (EBT) card with their own personal identification number (PIN) for each resident's EBT account. The Contractor shall shop for food and withdraw cash benefits using their AR EBT cards following the requirements in SCOPE OF WORK, GENERAL SOBER LIVING SERVICES, paragraphs 22 through 31 as listed below.

21. Effective September 12, 2011, Contractor shall collect customer benefits following the requirements in SCOPE OF WORK, GENERAL SOBER LIVING SERVICES, paragraphs 22 through 31 as listed below via the assigned Point of Sale (POS) device installed at Contractor facility as approved by United States Department of Agriculture (USDA).
22. Collect from resident, on a monthly basis, an amount equivalent to 70% of the resident's Temporary Assistance for Needy Families (TANF) and/or Supplemental Security Income (SSI), to be used as the resident's room and board payment.
23. Collect from the resident, on a monthly basis, an amount equivalent to 15% of the cash (TANF and/or SSI) to be deposited into a separate savings account to assist the resident to find housing upon discharge. The savings account shall not exceed a total of \$2,000.
24. Ensure that 15% of the resident's cash (TANF and/or SSI) is available to the resident for personal needs and incidentals.
25. Collect 80% of the resident's CalFresh benefits which shall be utilized by the Contractor for the resident's food and nutritional needs. CalFresh benefits shall not be used to offset food costs not associated with the benefiting resident.
26. Ensure that 20% of the resident's CalFresh benefits are available for the resident to purchase items separate than those that are being utilized in the Contractor's facility.
27. Collect from all residents \$150 of the savings identified for future housing, as a fully refundable security deposit for the property and furnishings that are supplied to the resident. The resident will attest to the condition of the property at entry and upon change of surroundings. Residents shall be responsible to return all items checked out to them and leave all furnishings and sleeping environments in acceptable condition. The \$150 refundable security deposit shall be satisfied by utilizing the resident's 15% TANF deduction for future housing. This deposit shall be refundable ten (10) business days after resident's discharge if items are returned in acceptable condition and upon inspection of unit.
28. May retain possession of the resident's electronic benefit transaction (EBT) card for security purposes. When the resident leaves the facility the card must be returned to the resident. Any unspent CalFresh funds must be returned to the resident's EBT CalFresh account. If the resident leaves prior to the 16th day of the month and the benefits have not been spent, Contractor shall credit one-half of the 80% of collected in CalFresh benefits to the resident's EBT CalFresh account. If the resident leaves after the 16th day of the month and the benefits have been spent, Contractor shall not credit the resident's account for any portion of the monthly allotment.
29. Establish a fund, using a portion of the resident's TANF and/or SSI contribution, that combined with the resident's other countable property does not exceed a total of \$2,000 real and personal property limit for the family. If there are questions or concerns regarding the resident's property limits, Contractor shall contact the resident's assigned County case manager/case worker. The saved funds shall be returned to the resident upon leaving Contractor's facility.

30. Document the management of CalFresh benefits to include the amount collected from each individual resident, receipts for purchases using EBT cards and any other coupons, such as Women, Infants and Children (WIC) vouchers, provided to resident for emergency needs.
31. Maintain an accurate and current revenue and expenditure tracking process for CalFresh benefits, invoicing, the collection of resident fees, resident savings accounts, budgeting, and resident tracking by referral source.
32. Maintain a log of complaints and grievances expressed by residents, including those related to: zero tolerance of alcohol and drug use; abuse, neglect and domestic violence issues; food, nutrition and housing; observation of house rules, and customer satisfaction. A positive drug test may be grounds for eviction from the Contractor's facility.
33. Attend bi-monthly treatment meetings at First Step or Stanislaus Recovery Center Outpatient Programs when Contractor's residents are participating in either program.
34. Organizations providing services under this Agreement that engage in explicitly religious activities including worship, religious instruction, or proselytization, must perform activities outside of programs that are supported with funds that are the subject of this Agreement. Participation in any such explicitly religious activities must be voluntary for the recipient of the social service program. Contractor shall not discriminate against any current or prospective resident on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Contractor shall advise County referred residents of the above and provide residents who object to the religious character of the activities an alternative secular activity.
35. Donations on behalf of Valley Recovery Resources will be remitted to the County for use as the local match quarterly for Sober Living Environment Services provided by Valley Recovery Resources in Stanislaus County on the following schedule:
 - a. Fiscal Year 2010-2011: The required local match contribution minimum of \$9,092 is due May 11, 2011.
 - b. Fiscal Year 2011-2012: The required local match contribution of \$144,540 annually. The required quarterly local match contribution of \$36,135 is due at the beginning of each quarter:
 - 1st quarter due July 1, 2011
 - 2nd quarter due October 1, 2011
 - 3rd quarter due January 1, 2012
 - 4th quarter due April 1, 2012
 - c. Donations will be remitted to the following:

Stanislaus County Auditor-Controller Office
Attention: Lauren Klein
P.O Box 770
Modesto, CA 95353-0770

B. FACILITY STAFF REQUIREMENTS

In addition to the staff requirements outlined in paragraph 26. "CONVICTION OF CRIME" in the body of the Agreement, Contractor shall:

1. Obtain employment fingerprint clearance and negative drug test results on all staff who work at Contractor's facility on either a full-time or part-time basis.
2. Ensure that all Contractor staff at the facility are tested for tuberculosis (TB), and receive negative results, prior to working at Contractor's facility.
3. Paragraph 26.2 in the body of the this Agreement shall be deleted and replaced with the following:

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 for these crimes.

4. Paragraph 26.3 in the body of the this Agreement shall be deleted and replaced with the following:

Contractor shall ensure that all staff or volunteers are trained and oriented regarding their responsibilities under the California's Child Abuse or Neglect (penal code sections 11165.1 through 11165.6 and Elder and Dependent Adult Abuse or Neglect (Welfare & Institutions Code sections 15610 et seq) Reporting Laws. Documentation of training and orientation shall be included in all staff files. It is expected that all suspected incidents of domestic violence or abuse (including child and/or elder and dependent adult abuse and neglect) shall be reported. 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.

C. SHARED OUTCOMES

It is expected that Contractor shall meet the following outcomes during the performance of this Agreement:

1. Contractor's facility, including common areas and grounds shall be suitable (clean, safe, and well maintained), as evidenced by site visits conducted by County, during the term of this Agreement.
2. Operate an alcohol and drug free environment with zero tolerance for use at the facility(s). Measurement of this outcome shall be evidenced by the number and severity of complaints County receives on this issue and by observation during site visits.
3. Provide an abuse and neglect free environment for residents and their children. Measurement of this outcome shall be evidenced by the number and severity of complaints County receives on this issue and by observation during site visits.
4. Exercise due diligence to ensure that residents regularly attend alcohol and/or other drug treatment during their stay and, therefore, increase retention of County's residents in such programs. Measurement of this outcome shall be evidenced by a County review of resident records.

5. Exercise due diligence to ensure that residents regularly attend community 12-step meetings. Measurement of this outcome shall be evidenced by a County review of resident records.
6. Provide adequate food and nutrition for all residents appropriate to their age and physical condition. Measurement of this outcome shall be evidenced by the number and severity of complaints County receives on this issue and by observation during site visits.
7. Have a system in place to resolve resident complaints and grievances and those residents shall be encouraged to use it. Measurement of this outcome shall be evidenced by the number and severity of complaints County receives on this issue and by observation during site visits.

III. 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 May 11 2011, through June 30, 2012, shall not exceed \$1,131,350 as follows:
 - a. The maximum amount for the period May 11, 2011, through June 30, 2011, shall not exceed \$127,600.
 - b. The maximum amount for the period July 1, 2011, through June 30, 2012, shall not exceed \$1,003,750.
 - c. This is a fixed rate, per unit of service Agreement. One unit of service equals one (1) bed day at a fixed rate of \$55.00 per unit.
2. Contractor shall serve up to a maximum of fifty (50) County referred residents per month for the period May 11, 2011, through June 30, 2012.

B. Contractor shall make no charge to the recipient except as otherwise described herein.

C. This Agreement shall be effective May 11, 2011, through June 30, 2012.

D. No funds that are subject of this Agreement may be used to support or engage in any explicit religious activities including activities that involve overt religious content such as worship, religious instruction, or proselytization.

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, 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

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

May 2012 is due June 11, 2012
June 2012 is due June 18, 2012

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

3. Billings shall 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. Invoice shall include the following: month of service, type and date of service, number of units of service billed, service rate, resident name and total due. Contractor shall include with each invoice submitted a list containing the names of County referred residents, the date resident entered the facility, the date resident vacated the facility, the total number of bed days provided, the number of children staying with the resident and the amount of TANF, CalFresh benefits, or SSI collected.

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 shall 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.

PowerPoint Presentation

Donated Funds Leveraged for Child Welfare Services for the Community- A Most Unique Public -Private Partnership

June 28, 2011

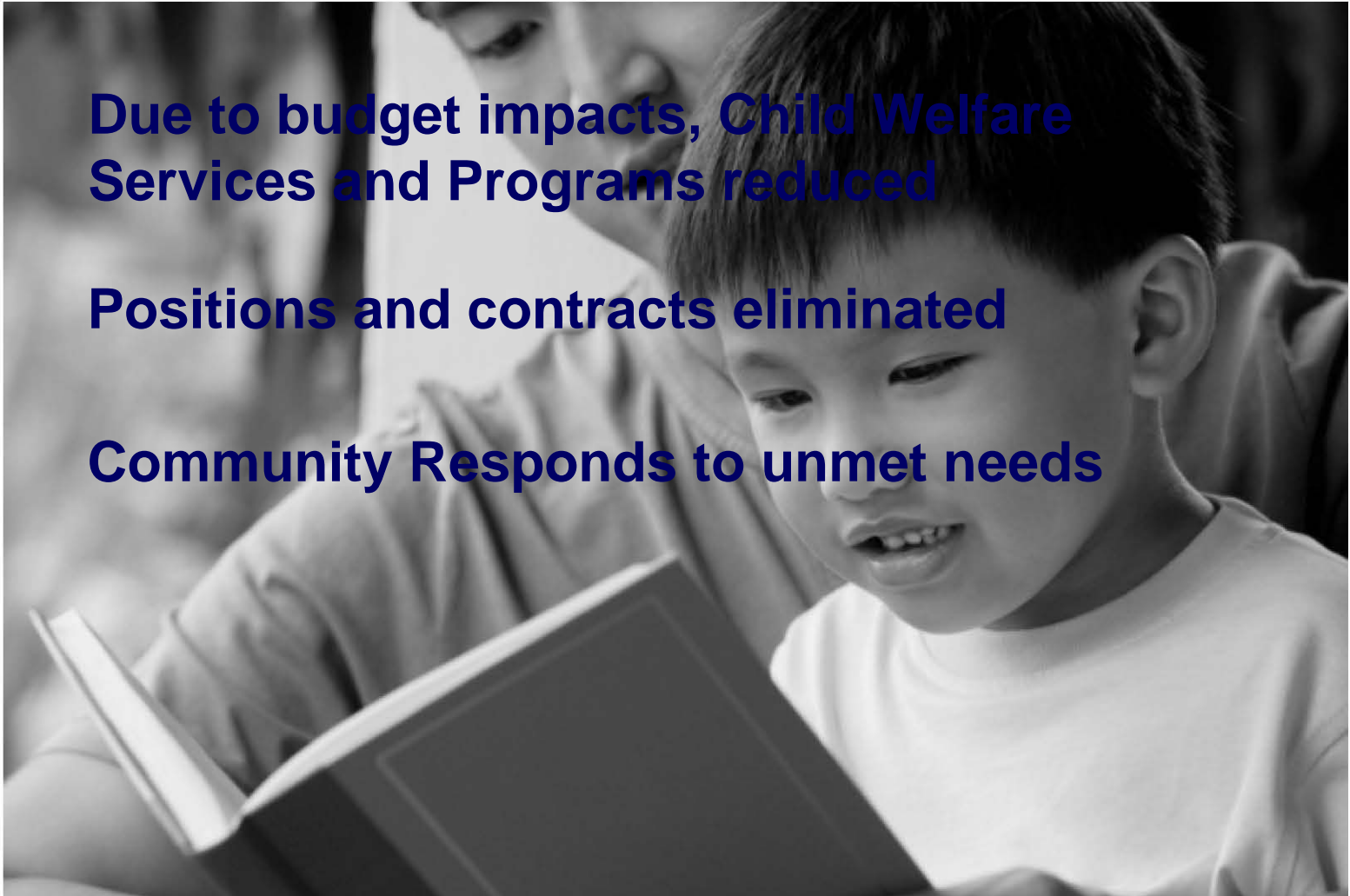


Background

Due to budget impacts, Child Welfare Services and Programs reduced

Positions and contracts eliminated

Community Responds to unmet needs

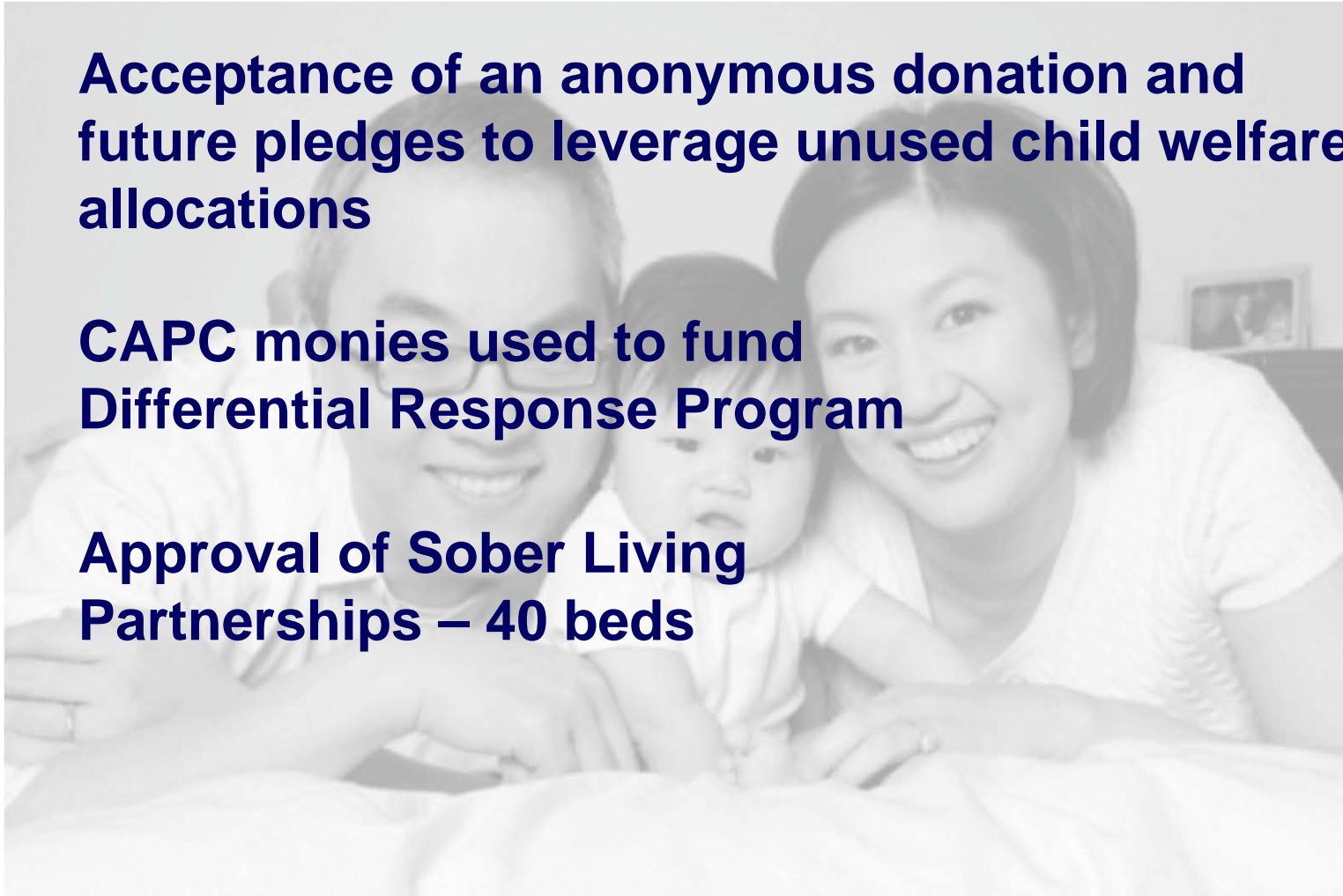


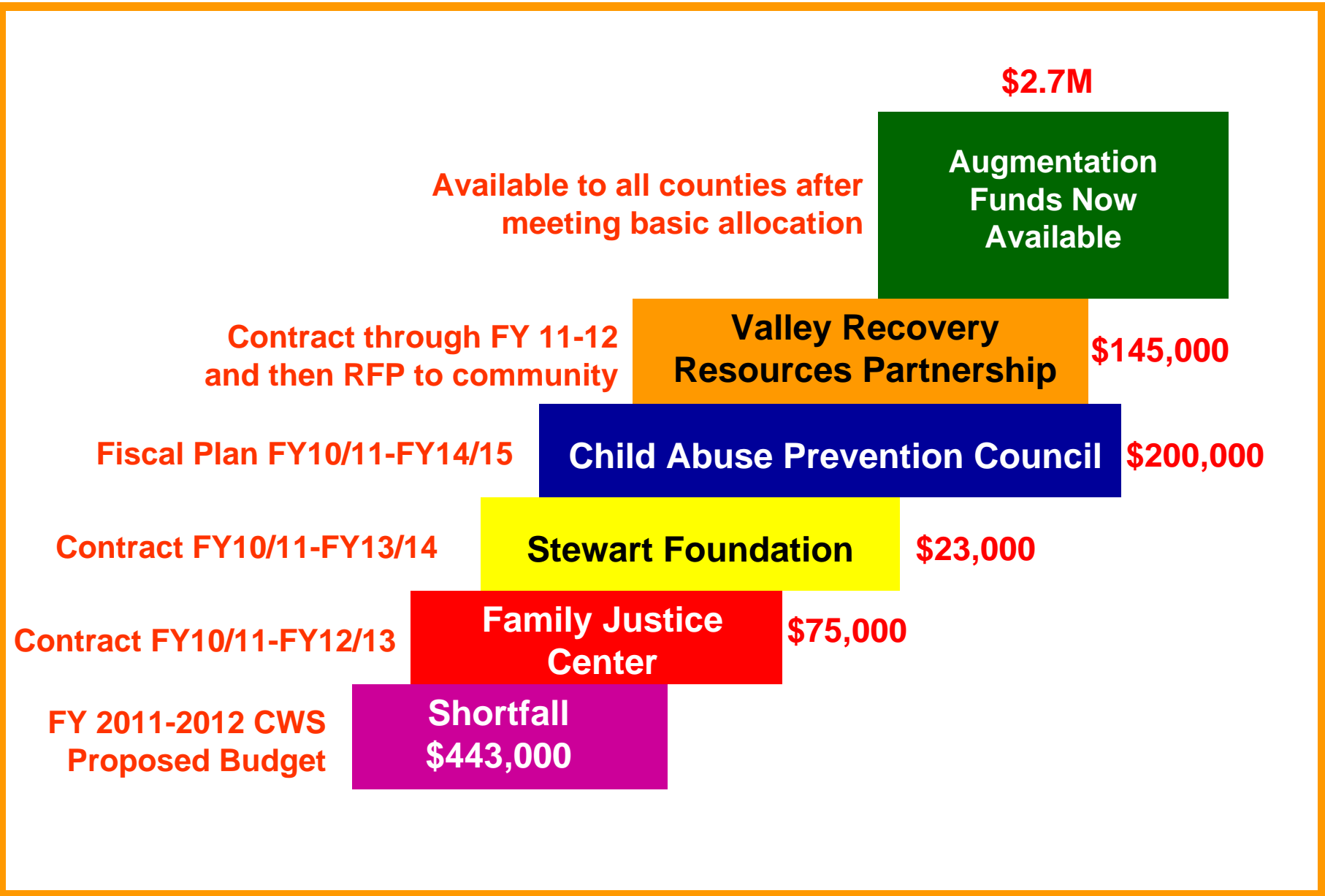
Background

Acceptance of an anonymous donation and future pledges to leverage unused child welfare allocations

CAPC monies used to fund Differential Response Program

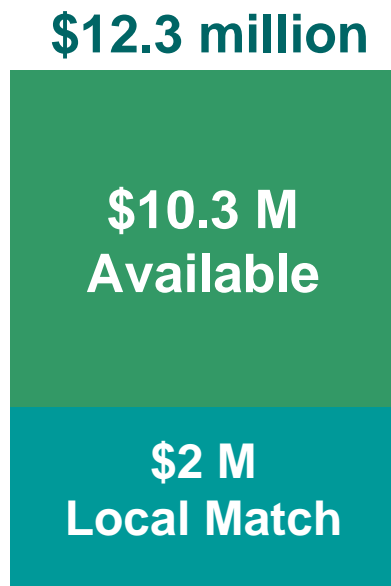
Approval of Sober Living Partnerships – 40 beds





Leveraging Donor Funds for Child Welfare Services

Fiscal Year 2011-2012



Base Budget

\$14 million



Revised Funding

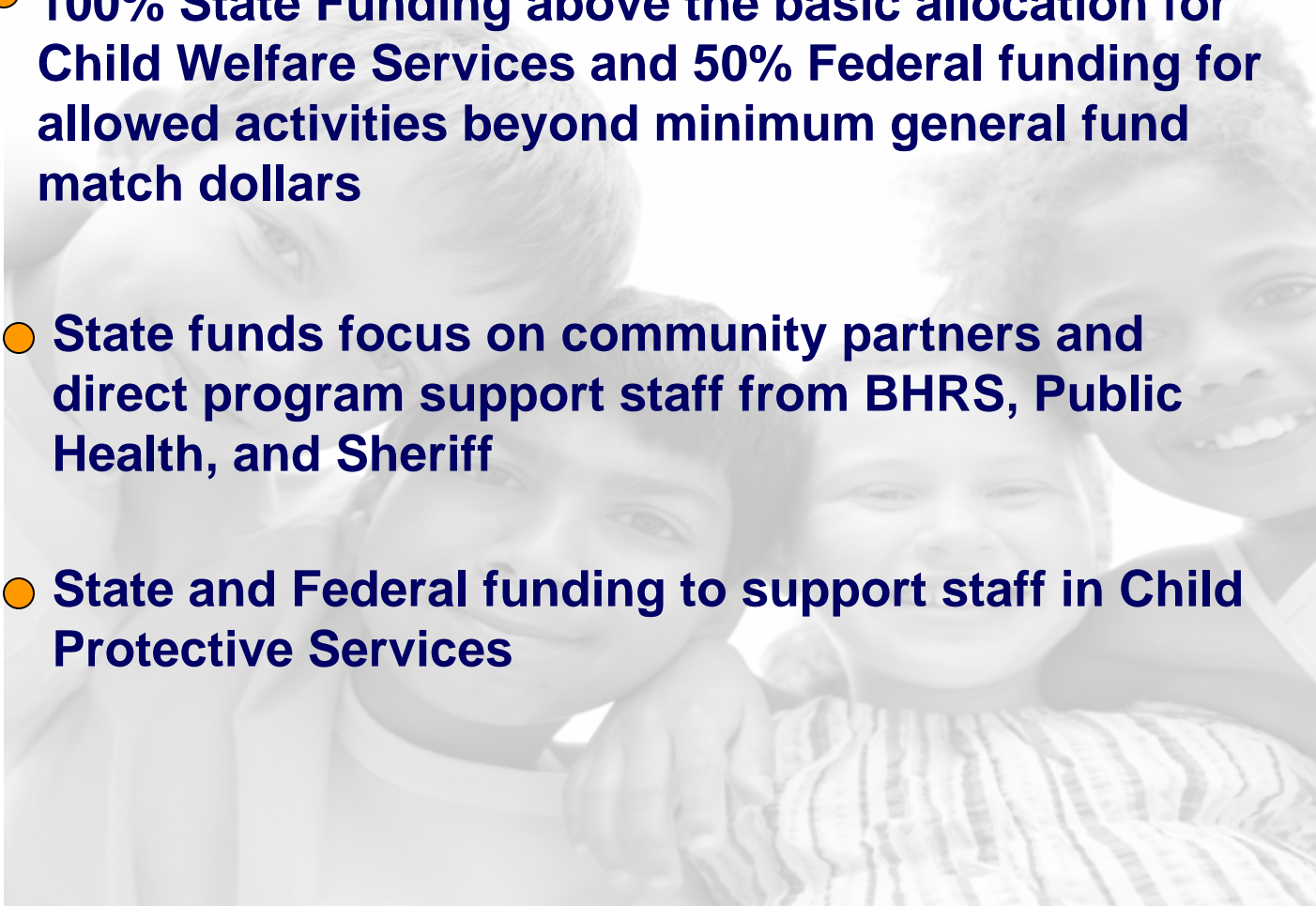


**“In the middle of difficulty
lies opportunity.”**

Albert Einstein

What are Additional Augmentation Dollars?

- **100% State Funding above the basic allocation for Child Welfare Services and 50% Federal funding for allowed activities beyond minimum general fund match dollars**
- **State funds focus on community partners and direct program support staff from BHRS, Public Health, and Sheriff**
- **State and Federal funding to support staff in Child Protective Services**



Services Coming Back to the Community

- **Clean and Sober Living Environments –**
Approximate increase of 40 families per month;
Includes 15 beds through leasing vacant county facility for 1 year
- **Parent Education & Counseling –**
An approximate increase of 27 Child Welfare parents per month
- **Intensive Family Reunification-**
Approximately 12 families a month
- **Detox/Day Treatment Services –**
Approximately 24 Child Welfare parents a month

Plan for the augmentation dollars of \$2.7 M

Contract with Behavioral Health and Recovery Services

- **Restore 3 Behavioral Health Specialist II's – provide drug and alcohol assessment and case management services to Child Welfare families**

Contract with Health Services Agency

- **Fill 1 existing vacant Public Health Nurse II – Assessing and supporting services to child welfare children with special medical needs**

Contract with Sheriffs Office

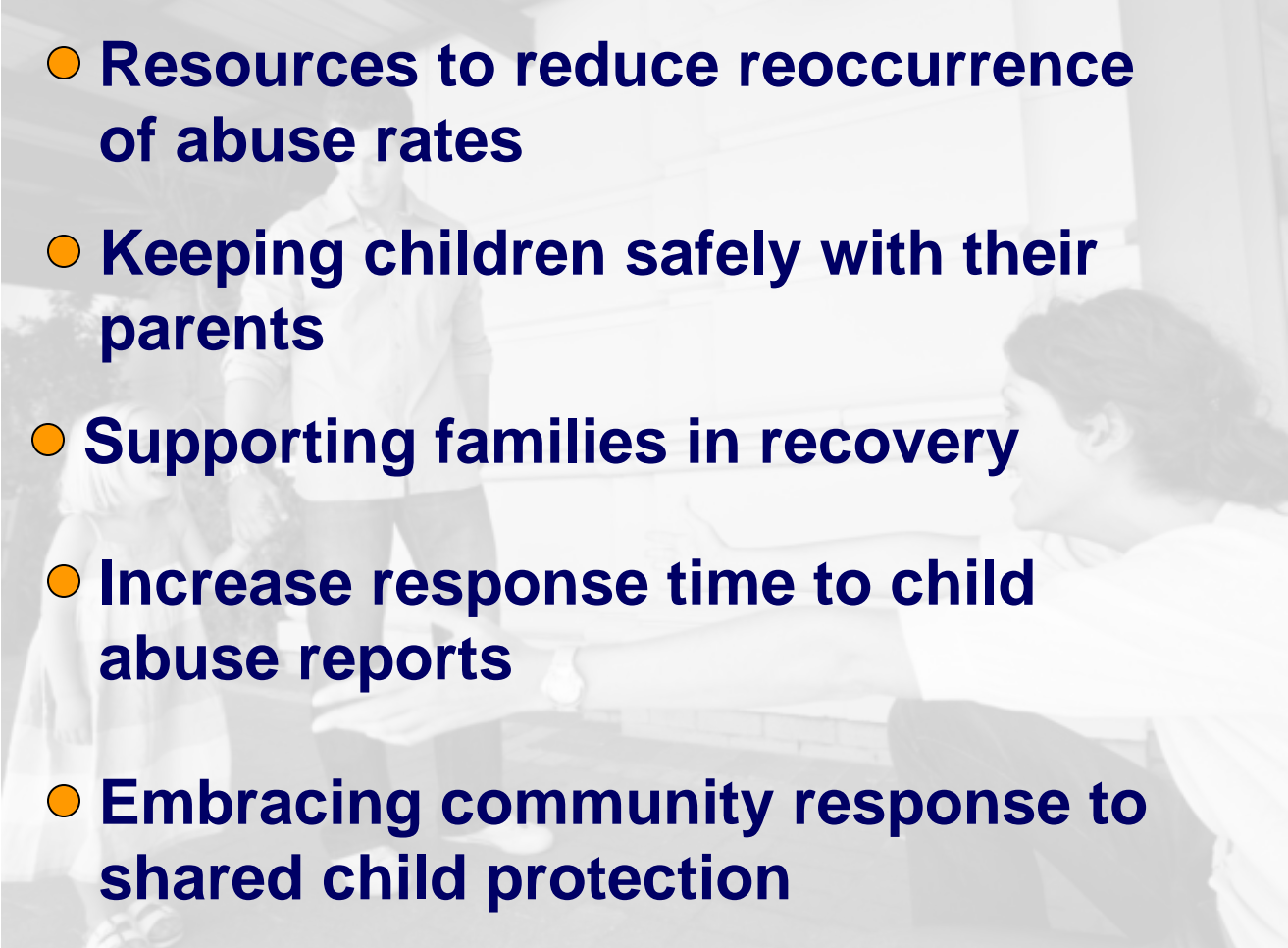
- **Restore 1 Deputy Sheriff-collaborate with Social Workers to investigate child abuse referrals as well as other crimes that impact safety to children, assist in serving of protective custody and search warrants, provide Social Worker's safety in high risk situations while out in the field.**

Plan for the augmentation dollars of \$2.7 M

Staff will serve in the Child Abuse Reporting Hotline Unit, Court Unit, Family Reunification Unit, Family Maintenance Unit, and Permanency Planning Unit

- Restore 10 Social Worker positions**
- Restore 3 Administrative support positions**
- Restore 1 Accountant position**


What are the Benefits?

- Resources to reduce reoccurrence of abuse rates
 - Keeping children safely with their parents
 - Supporting families in recovery
 - Increase response time to child abuse reports
 - Embracing community response to shared child protection
- 

CDSS County Fiscal Letter

CFL No.06/07-04

- To advise counties of the California Department of Social Services (CDSS) policy for the use of funds donated by a local non-profit organization as the county match for non-federally funded programs.
- Specifically, this policy applies when a non-profit organization providing the county match will also be the agency providing the services under contract with the county



**“A small group of thoughtful people
could change the world. Indeed, it's
the only thing that ever has.”**

Margaret Mead

Staff Recommendations

- **Approve the Chief Executive Office and Community Services Agency plan for accessing Federal/State Child Welfare Services (CWS) Augmentation funds for Fiscal Year 2011-2012**
- **Authorize the Director of the Community Services Agency or her Assistant Director Designee to finalize and sign the agreements and any amendments not to exceed the contract amounts**

Staff Recommendations

- **Authorize the General Services Agency Purchasing Agent and the Director of Behavioral Health and Recovery Resources to provide space for clean and sober living services**
- **Amend the Salary and Position Allocation Resolution to reflect the recommended changes outlined in the Staffing impacts section, effective the first pay period following the Board of Supervisor's approval**

Staff Recommendations

- **Authorize the Auditor-Controller to adjust each Agency's Fiscal Year 2011-2012 appropriations and revenue as detailed in the attached Budget Journal forms**
- **Approve contracts listed in Attachment 1 where cumulative compensation paid exceeds \$100,000 or greater since July 1, 2009**

**Donated Funds Leveraged for Child Welfare
Services for the Community-
A Most Unique Public -Private Partnership**

June 28, 2011

