

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

DEPT: Chief Executive Office

BOARD AGENDA # B-10

Urgent Routine *OK*
CEO Concurs with Recommendation YES NO
(Information Attached)

AGENDA DATE November 1, 2011

4/5 Vote Required YES NO

SUBJECT:

Consideration and Approval of the First Quarter Financial Report for Fiscal Year 2011-2012 and Related Actions

STAFF RECOMMENDATIONS:

1. Accept the Chief Executive Officer's First Quarter Financial Report for Fiscal Year 2011-2012.
2. Authorize the Chief Executive Officer and the Auditor-Controller to make the necessary adjustments as recommended in the First Quarter Financial Report.
3. Amend the Salary and Position Allocation Resolution to reflect the recommendations included as part of the First Quarter Financial Report, as outlined in the Staffing Impacts section of this report and detailed in Attachment B to be effective the start of the November 5, 2011 pay period.

(Continued on Page 2)

FISCAL IMPACT:

The 2011-2012 Adopted Final Budget was balanced at \$891,127,103 and used the combination of \$836,968,139 in revenue and \$54,158,964 in fund balance and one-time funding sources. Adjustments to the Adopted Final Budget have been approved by the Board and incorporated into what is referred to as the Operating Budget for the current fiscal year. These changes include encumbrances carried over from the prior fiscal year, departmental savings from the prior fiscal year that have been added to the Adopted Final Budget appropriations, and adjustments approved by the Board through various agenda items.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2011-666

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

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, De Martini, 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.

STAFF RECOMMENDATIONS: (Continued)

4. Approve the reduction-in-force of one filled position in the Board of Supervisors Division budget effective December 31, 2011.
5. Approve contracts and/or agreements listed on Attachment C in cumulative amounts of \$100,000 or greater since July 1, 2009.

FISCAL IMPACT: (Continued)

The Operating Budget as of the end of the first quarter is \$934,050,214, funded with \$856,183,804 in revenue and \$77,866,410 in fund balance and one-time funding sources.

The First Quarter Financial Report includes an overall appropriation increase to the Operating Budget, for all funds, of \$6,411,334. The report further recommends \$6,485,198 in increased departmental revenue resulting in an overall decrease in the use of departmental fund balance/retained earnings of \$73,864.

Following is a brief description of recommended First Quarter Adjustments and funding source by fund type.

General Fund

The General Fund recommended First Quarter budget for Fiscal Year 2011-2012 is \$249,014,157, an increase of \$515,900 from the 2011-2012 First Quarter Operating Budget.

The recommended increase in the General Fund is due to several factors and includes additional funding of \$112,000 from the Community Services Agency to fund seven months of an existing Deputy County Counsel V position to assist the Department in responding to the growth in contested hearings, to address legal issues that come before the court, and to avoid continuances and provide timely resolution of cases to benefit children served in Child Welfare Services; \$400,000 in the Parks and Recreation Department which will be funded by increased revenue from regional parks to replace equipment, old vehicles, structural repairs to two County bridges, Basso and La Grange, and water pump upgrades at the Modesto Reservoir; and \$3,900 in Public Facilities Fees in the Chief Executive Office-Operations budget to conduct an Inflationary Update Study.

Special Revenue Funds

The Special Revenue Fund recommended First Quarter budget for Fiscal Year 2011-2012 is \$528,079,353, an increase of \$4,800,434 from the 2011-2012 First Quarter Operating Budget.

The recommended increase in the Special Revenue Fund is primarily due to increased funding for the Alliance Worknet, Behavioral Health and Recovery Services (BHRS),

and the Community Services Agency. Alliance Worknet is receiving additional one-time funding of approximately \$1.2 million from Department of Labor to provide employment and training services to dislocated workers in the community. The Department of Behavioral Health and Recovery Services received \$170,000 of one-time funding from CalEMA to cover costs related to sober living placements for Adult Drug Court program.

Overall, the Community Services Agency (CSA) is requesting an increase in appropriations of \$3,393,156 in the Services and Support budget. This overall increase is a result of a combination of increases and decreases in various expenditure categories included in the Fiscal Year 2011-2012 final allocations. The allocation increases reflect substantial caseload growth in public assistance programs funded by additional State and Federal Funds and no increase in County General Fund Match.

Important to note, the department's total estimated unfunded financial exposure in the current fiscal year has increased to \$5.6 million, up from \$4.2 million reported in the Adopted Final 2011-2012 budget, in the Foster Care Assistance (FC), General Assistance (GA) and In-Home Supportive Services budgets. The recommended increase of \$3.4 million cannot be used to offset this exposure due to the categorical nature of the additional funding. These unfunded and potential exposures will be carefully monitored.

Capital Projects Funds

The Capital Projects Fund recommended First Quarter budget for Fiscal Year 2011-2012 is \$19,021,241, and represents no change from the current Operating Budget.

Enterprise Funds

The Enterprise Fund recommended First Quarter budget for Fiscal Year 2011-2012 is \$62,827,010, an increase of \$300,000 from the 2011-2012 First Quarter Operating Budget.

The recommended increase in the Enterprise Fund is for the Department of Environmental Resources – Geer Road Landfill to comply with the Cease and Desist order issued by the Regional Water Quality Control Board and will be funded by the Geer Road Landfill Closure/Post-Closure fund.

Internal Service Funds

The Internal Service Fund recommended First Quarter budget for Fiscal Year 2011-2012 is \$81,519,787, an increase of \$795,000 from the 2011-2012 First Quarter Operating Budget.

The recommended increase in the Internal Service Funds is primarily due to increased funding in the Public Works – Morgan Shop budget for vehicle replacement funded by a \$790,000 Congestion Mitigation and Air Quality (CMAQ) grant. The General Services Agency will use \$5,000 in retained earnings to repair an asphalt driveway at the Modesto Warehouse located at County Center III.

The following table depicts the adjustments by fund type:

Summary of First Quarter Adjustments by Fund				
Department	Adopted Final Budget 2011-2012	First Quarter Legal Budget 2011-2012	Recommended First Quarter Adjustments	Recommended First Quarter Budget 2011-2012
General Fund	\$ 230,029,775	\$ 248,498,257	\$ 515,900	\$ 249,014,157
Special Revenue Fund	501,756,368	523,278,919	4,800,434	528,079,353
Capital Projects Fund	18,839,895	19,021,241	0	19,021,241
Enterprise Fund	61,262,641	62,527,010	300,000	62,827,010
Internal Service Fund	79,238,424	80,724,787	795,000	81,519,787
Total	\$ 891,127,103	\$ 934,050,214	\$ 6,411,334	\$ 940,461,548

DISCUSSION:

The primary focus of the First Quarter Financial Report is to provide an update on the current status of the County budget, correct any errors or omissions that may have occurred in the Adopted Final Budget, and make any required adjustments resulting from State Budget actions. Current revenue and expenditures patterns are also reviewed to ensure that budget are on track to end the year in a positive fiscal position.

Summary of Adopted Final Budget

The Adopted Final Budget approved on September 13, 2011 totaled \$891.1 million, and reflected a decrease of approximately \$27.7 million for all funds as compared to the 2010-2011 Adopted Final Budget of \$918.8 million. The General Fund totaled \$230 million, which was down 3 percent from the 2010-2011 Adopted Final Budget of \$237 million. Discretionary revenue was reduced by \$3.9 million in the Final Budget Addendum from the 2010-2011 Adopted Final Budget due to a reduction in Property Taxes, Property Tax In-lieu of VLF, Penalties on Delinquent Taxes and Interest Earnings.

Included in departmental recommendations was the use of \$934,428 in 2011-2012 General Fund fund balance for departments for the Net County Cost Savings Program. At the close of Fiscal Year 2010-2011, \$9.2 million was carried forward for this purpose using existing unexpended departmental appropriations. However, because some departments realized their net county cost savings by bringing in excess revenue in 2010-2011, a recommendation was included in the Final Budget Addendum to increase 2011-2012 departmental appropriations by the amount of the additional revenue. Departments have benefited by a total of \$10.2 million through this savings program the past two fiscal years.

Summary of Recommended First Quarter Adjustments

The 2011-2012 First Quarter Financial Report reflects recommended adjustments and a fiscal review of department budgets. Overall, departments requested increases in appropriations of \$6,411,334 and increases in estimated revenue of \$6,485,198 resulting in an overall decrease in the use of fund balance/retained earnings of \$73,864.

The District Attorney's Office request will result in a \$78,864 increase to fund balance due to an increased grant award and GSA-Central Services is requesting to use \$5,000 in retained earnings to repair the driveway at the County Center III warehouse in Modesto. All other Department requests are offset by increased departmental revenue. The Chief Executive Office recommends approval of all requested first quarter adjustments as they are funded by non-general fund sources. There are no requests to use funds from the Appropriations for Contingencies at the first quarter review.

The recommended increases are primarily within the Community Services Agency (CSA)-Services and Support fund (\$3.4 million), the Alliance Worknet (\$1.2 million), Public Works-Morgan Shop (\$790,000), Parks (\$400,000) and Environmental Resources-Geer Road Landfill (\$300,000). Among the CSA requests funded by increased State and Federal allocations, are the restoration of 41 positions to adequately address increased customer need and to meet mandated workloads, engaging in a lobby automation redesign/software upgrade and supporting one full-time District Attorney for the prosecution of Welfare Fraud. The Alliance Worknet will provide additional employment and training services to dislocated workers in the community with funding from the United States Department of Labor. Public Works will be purchasing new alternative fueled vehicles to meet California air quality standards, and the Parks Department will replace old equipment and vehicles, repair two County bridges and upgrade wastewater treatment plant pumps. The Geer Road Landfill will enter into contracts to comply with the Cease and Desist Order issued by the Regional Water Quality Control Board in April of 2011.

Behavioral Health and Recovery Services request \$170,000 for costs associated with sober living placements for the Adult Drug Court program and County Counsel's request of \$112,000 for a Deputy County Counsel position to provide additional legal representation and support services to the Community Services Agency funded by non general fund sources.

Summary of Recommended First Quarter Adjustments by Board Priority

The following table illustrates the recommended first quarter adjustments by priority area. A more detailed explanation is included in the First Quarter Financial Report (Attachment "A"):

Appropriations	A Safe Community	A Healthy Community	A Strong Local Economy	A Strong Agricultural Economy/ Heritage	A Well Planned Infrastructure System	Efficient Delivery of Public Services	2011-2012 Recommended Adjusted Budget
Adopted Final Budget	\$142,780,614	\$442,000,515	\$24,658,271	\$4,394,350	\$111,206,476	\$166,086,877	\$891,127,103
Legal Budget Adjustments	17,521,040	8,441,961	\$272,880	880,272	8,803,698	7,003,259	42,923,111
Recommended First Quarter Adjustments	18,172	3,563,156	1,219,106	-	1,490,000	120,900	6,411,334
Total Recommended First Quarter Appropriations	\$160,319,826	\$454,005,632	\$26,150,257	\$5,274,622	\$121,500,174	\$173,211,036	\$940,461,548

Additional Issues and Ongoing Challenges

Additional issues and ongoing challenges can be found on pages 7-10 of the First Quarter Financial Report. They include:

Labor Relations and Health Insurance

The County currently has agreements in place with all Labor Associations through June 30, 2012. However, the current Health Insurance Agreement between the County and all employee organizations will expire on December 31, 2011. Staff has worked with representatives from all County labor groups through the required meet and confer process to develop a new Health Insurance Agreement for employee benefits. The negotiations process included nine negotiation sessions with all bargaining units and multiple proposals exchanged between the County and all labor organizations.

The parties reached a final Health Insurance Tentative Agreement on September 22, 2011, which was supported and signed by all County labor organizations. Two labor organizations: American Federation of State, County and Municipal Employees (AFSCME) and Service Employees International (SEIU), participated in negotiations and signed the Health Insurance Tentative Agreement but were unable to ratify the agreement with their individual bargaining unit members. The County is currently working through the negotiation and impasse process with these two groups. The Health Insurance Agreement for the remaining ten labor groups was approved by the Board of Supervisors on October 18, 2011.

Additionally, several County Labor Associations have engaged in voluntary salary discussions with the County on a permanent 6% Salary Deduction Agreement to be effective July 1, 2012, after the expiration of the current 5% Salary Deduction Agreement. These agreements are tentatively scheduled to be presented to the Board of Supervisors for approval on November 8, 2011.

Health and Human Services

A growing unfunded fiscal exposure now estimated to be \$5.6 million in the current fiscal year, up from the original unmet need of \$4.2 million reported in the 2011-2012 Adopted Final Budget, exists in the In-Home Supportive Services (IHSS), Public Economic Assistance, General Assistance, and Indigent Health Care programs.

State Budget Update

State of California General Fund revenues through September 2011 are behind estimates by \$705.5 million. The State Department of Finance is required to update its budget projections by December 15. A greater than \$1 billion revenue shortfall will trigger cuts totaling \$601 million, whereas a greater than \$2 billion shortfall will trigger an addition \$1.86 billion in cuts. There is the potential for a total of \$2.46 billion in cuts to State programs that will impact local governments if both sets of trigger reductions are enacted. Impacts to Counties include changes in IHSS service hours and anti-fraud

efforts, elimination of District Attorney Vertical Prosecution grants, and elimination of all State grant funding for local library services.

Evaluation of Contract Services

Current County policy requires Board of Supervisors approval for any contract or agreement where the total cumulative compensation exceeds \$100,000. Cumulative refers to all compensation paid by an individual department since July 1, 2009 where there has been no break in contractual services over six months. Contracts or agreements and/or contract adjustments not previously approved by the Board of Supervisors equal to \$100,000 or greater are detailed in Attachment C.

POLICY ISSUES:

The Board of Supervisors is asked to consider whether the recommendations included in the attached First Quarter Financial Report are consistent with the Board of Supervisors stated priorities of ensuring A Safe Community, A Healthy Community, A Strong Local Economy, Effective Partnerships, A Strong Agricultural Economy/Heritage, A Well Planned Infrastructure System and Efficient Delivery of Public Services.

STAFFING IMPACTS:

The First Quarter Budget incorporates funding for 3,708 allocated full-time positions. This is an increase of 101 positions from the 3,607 full-time positions approved in the 2011-2012 Adopted Final Budget. The First Quarter recommendations include one (1) reduction-in-force in the Board of Supervisors Division, unfunding five (5) vacant positions, adding one (1) new position, and restoring 48 unfunded positions. The majority of the positions being restored are at the Community Services Agency as the result of increased funding in the StanWORKs public assistance programs. The increase in funding is due to the rising need for public assistance by the community which has created significant caseload growth. The CSA is experiencing this unprecedented growth in public assistance programs due to the downturn in the economy and high unemployment in the County. The funding is restricted to specific mandated programs which will lead to program expansion and require no increase in General Fund Match. Among the other recommendations is the restoring of two block budgeted Confidential Assistant III positions in the Chief Executive Office to support the Capital Projects Division. The recommended changes for the 2011-2012 First Quarter budget will result in a net increase of 43 positions to the position allocation count.

In addition, a number of positions were restored or added since the approval of the 2011-2012 Adopted Final Budget through separate Board actions. In support of the Community Corrections Partnership Plan for the 2011 Public Safety Realignment the Probation Department restored funding to 14 positions and added eight (8) new positions, the Sheriff's Department restored funding to five (5) positions and added 18 new positions, Behavioral Health and Recovery Services restored funding to one (1) position, and the Community Services Agency restored funding to one (1) position for a total of 47 allocated positions effective September 24, 2011. The District Attorney's office also added one (1) position and transferred in one (1) position to the new

Consideration and Approval of the First Quarter Financial Report for Fiscal Year 2011-2012 and Related Actions

Page 8

Impaired Driver Vertical Prosecution Program effective October 22, 2011. In addition, through four separate agenda items the Sheriff's Department restored funding to eight (8) positions and added two (2) new positions to their allocation effective October 22, 2011. Since the 2011-2012 Adopted Final Budget, the recommended changes resulted in an increase of 58 positions bringing the total allocation count from 3,607 to 3,665 full-time allocated positions.

Total Current Authorized Positions as of 2011-2012 Adopted Final Budget	3,607
Community Corrections Partnership Plan for Public Safety Realignment effective 09/24/11:	
BHRS restored one position	1
Community Services Agency restored one position	1
Probation restored 14 positions and added 8 new positions	22
Sheriff Department restored five positions and added 18 new positions	23
Separate agenda items effective October 22, 2011:	
District Attorney added one new position	1
Sheriff Department restored eight positions and added two new positions	10
Total added positions	58
Total full-time allocated positions	3,665
Net Changes to the Position Allocation Reflected in the Recommended First Quarter Budget	43
Total Authorized Positions with Approval of the Recommended First Quarter Budget	3,708

Several technical adjustments are also recommended in the First Quarter Report: reclassifying downward one Community Health Worker III to a Community Health Worker II at the Health Services Agency, block budgeting one Software Developer II to the Software Developer/Analyst III level in the Public Works GIS Division, and block budgeting two Confidential Assistant II positions to the Confidential Assistant III level in the Risk Management Division. Of the 41 positions the Community Services Agency is requesting to restore, 25 positions are recommended to be reclassified downward and 10 positions are recommended to be reclassified upward. The majority of these positions being reclassified are in the Family Services classification series. This will increase the number of Family Services positions providing direct services to clients. In addition, the Probation Department is requesting to transfer two (2) Legal Clerk III positions between budget units.

Listed below are the staffing recommendations:

FIRST QUARTER RECOMMENDATIONS AFFECTING POSITION ALLOCATION COUNT

Department	RIF	Unfund Vacant Position	Add New Position	Restore Unfunded Position	Subtotal
Alliance Worknet		-1		1	0
Assessor				1	1
Board of Supervisors	-1				-1
Chief Executive Office				2	2
Community Services Agency		-1	1	41	41
DER		-1			-1
Health Services Agency		-2		2	0
Strategic Business Technology				1	1
Grand Total	-1	-5	1	48	43

FIRST QUARTER TECHNICAL ADJUSTMENTS TO POSITION ALLOCATION

Department	Transfer Out	Transfer In	Reclassify/ Downgrade	Reclassify/ Upgrade
Community Services Agency			25	10
Health Services Agency			1	
Probation	-2	2		
Public Works				1
Risk Management				2
Grand Total	-2	2	26	13

The staffing attachment (Attachment "B") reflects the changes to authorized positions recommended as part of the First Quarter Financial Report. It is recommended that the Salary and Position Allocation Resolution be amended to reflect these changes effective the start of the first full pay period beginning November 5, 2011, unless otherwise noted, and a reduction-in-force be approved for one filled Confidential Assistant III position in the Board of Supervisors Division effective December 31, 2011. The Chief Executive Office staff will work with the affected employee regarding any opportunities and resources available within the organization.

CONTACT PERSON:

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

First Quarter Financial Report July — September 2011

BOARD OF SUPERVISORS

Dick Monteith, Chairman
William O'Brien
Vito Chiesa
Terry Withrow
Jim DeMartini

Submitted by
Chief Executive Officer
Richard W. Robinson

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Introduction

This is the Chief Executive Office's First Quarter Financial Report for the period of July 2011-September 2011 for the 2011-2012 Fiscal Year. It has been prepared to inform the Board of Supervisors, County leadership and the public of the County's fiscal status. The report provides revenue and expenditure summaries for County programs by each Board of Supervisors Priority and recommends department requested adjustments to County budgets needed since the adoption of the Final Budget in September 2011. It also identifies or provides the status of the County's ongoing challenges and issues based on current information.

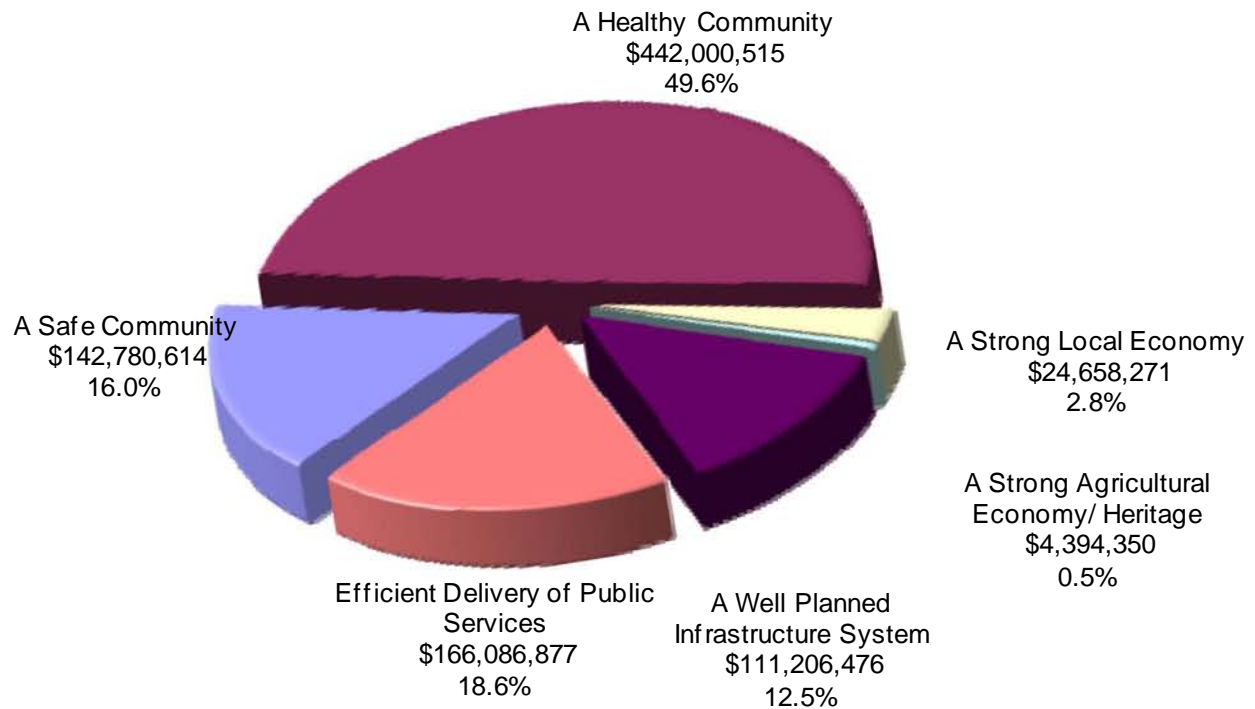
Summary

On September 13, 2011, the Board of Supervisors adopted the Fiscal Year 2011-2012 Final Budget for Stanislaus County. This spending plan of \$891,127,103 for all funds reflected a marginal decrease from the 2011-2012 Adopted Proposed Budget of \$894,271,968 and a 3% decrease from the 2010-2011 Adopted Final Budget of \$918,752,492. The Adopted Final Budget was balanced and used a combination of \$836,968,139 in revenue and \$54,158,964 in fund balance and one-time funding sources.

The County's 2011-2012 General Fund budget totaled \$230,029,775, an increase of \$3,326,104 from the Adopted Proposed Budget adopted in June 2011 and a \$6,981,691 decrease from the 2010-2011 Adopted Final Budget. The Adopted Final Budget for Fiscal Year 2011-2012 includes \$4.4 million in Appropriations for Contingency funds for future exposures.

The following chart reflects the total Final Budget by the Board of Supervisors priorities:

**Fiscal Year 2011-2012
Adopted Final Budget Expenditures - By Board Priority
\$891,127,103**



BUDGET OVERVIEW

Summary of Adopted Final Budget

The Adopted Final Budget approved on September 13, 2011 totaled \$891.1 million, and reflected a decrease of approximately \$27.7 million for all funds as compared to the 2010-2011 Adopted Final Budget of \$918.8 million. The General Fund totaled \$230 million, which was down 3 percent from the 2010-2011 Adopted Final Budget of \$237 million. Discretionary revenue was reduced by \$3.9 million in the Final Budget Addendum from the 2010-2011 Adopted Final Budget due to a reduction in Property Taxes, Property Tax In-lieu of VLF, Penalties on Delinquent Taxes and Interest Earnings.

Included in departmental recommendations was the use of \$934,428 in 2011-2012 General Fund fund balance for the Net County Cost Savings Program. At the close of Fiscal Year 2010-2011, \$9.2 million was carried forward for this purpose using existing unexpended departmental appropriations. However, because some departments realized their net county cost savings by bringing in excess revenue in 2010-2011, a recommendation was included in the Final Budget Addendum to increase 2011-2012 departmental appropriations by the amount of the additional revenue. Departments have benefited by a total of \$10.2 million through this savings program the past two fiscal years.

The major changes from the 2011-2012 Adopted Proposed Budget to the 2011-2012 Adopted Final Budget by fund are listed below.

General Fund – an overall increase in appropriations of \$3,326,104 to fund the Chief Executive Office – Plant Acquisition budget for critical repairs at the Downtown Men’s Jail, Parks and Recreation budget for Woodward Reservoir Improvements and the Salida Well Development Project and for Probation – Institutions for restored Senate Bill 89 funding for programs that were previously funded under the Vehicle License Fee program.

Special Revenue – an overall increase in appropriations of \$6,434,897 to fund Alliance Worknet to provide employment and training services funded by the Workforce Investment Act for Rapid Response, Veterans Employment and other programs. Behavioral Health and Recovery Services is receiving funding to bridge the transition of the former Seriously Emotionally Disturbed services from Mental Health to Education, additional psychiatric beds at State hospitals, capital improvements and to fund the Mental Health Services Act Innovations contract and administration. Probation is receiving funding from the Juvenile Justice Crime Prevention Act for programs that were previously funded under the Vehicle License Fee program.

Capital Projects Fund – an increase of \$26,272 to complete 12 months of lease costs at the Salida Sub Station Day Reporting Center.

Enterprise Funds – an overall decrease of \$12,947,138 primarily attributed to the reclassification of the Environmental Resources – Waste-to-Energy budget from an enterprise fund to an agency fund and an increase for the Department of Environmental Resources to fund annual Geer Road Landfill administrative costs.

Internal Services Fund – an overall increase of \$15,000 for the General Services Agency Central Services budget for a recycling project.

Staffing - The 2011-2012 Adopted Final Budget included funding for 3,607 allocated full-time positions. This is a decline of 139 positions from the 3,746 full-time allocated positions approved in the 2010-2011 Adopted Final Budget. Approved as part of the 2011-2012 Adopted Final Budget were: one (1) reduction-in-force, unfunding of eight (8) vacant positions, and the deletion of four (4) vacant positions, primarily as a result of reductions in funding. Also approved were: the restoring of four (4) positions, reclassifying of two (2) positions upward, reclassifying of two (2) positions downward and classification studies for four (4) positions. In addition, there were multiple position transfers, which included a department-to-department transfer of three (3) positions and inter-departmental transfers of 14 positions. The recommended changes for the Adopted Final Budget resulted in a net reduction of nine (9) positions from the position allocation count.

In addition, a number of positions were restored or added since the approval of the 2011-2012 Adopted Final Budget through separate Board actions. In support of the Community Corrections Partnership Plan for the 2011 Public Safety Realignment, Probation restored funding to 14 unfunded positions and added eight (8) new positions, Sheriff Department restored funding to five (5) unfunded positions and added 18 new positions, BHRS restored funding to one (1) unfunded position, and Community Services Agency restored funding to one (1) unfunded position for a total of 47 allocated positions effective September 24, 2011. The District Attorney added one (1) position and transferred in one (1) position to the new Impaired Driver Vertical Prosecution Program effective October 22, 2011. In addition, through four separate agenda

items the Sheriff Department restored funding to eight (8) positions and added two (2) new positions to their allocation effective October 22, 2011. Since the 2011-2012 Adopted Final Budget, the recommended changes resulted in an increase of 58 positions bringing the total allocation count to 3,665 full-time positions.

2011-2012 FIRST QUARTER OVERVIEW

Overall Summary of Requested First Quarter Adjustments

The 2011-2012 First Quarter Financial Report reflects recommended adjustments and a fiscal review of department budgets. Departments requested increases in appropriations of \$6,411,334 and increases in estimated revenue of \$6,485,198 resulting in an overall decrease in the use of fund balance/retained earnings of \$73,864. The District Attorney's Office request will result in a \$78,864 increase to fund balance due to an increased grant award and GSA-Central Services is requesting to use \$5,000 in retained earnings to repair the driveway at the County Center III warehouse. All other Department requests are offset by increased departmental revenue. The Chief Executive Office recommends approval of all requested first quarter adjustments as they are funded by non-general fund sources.

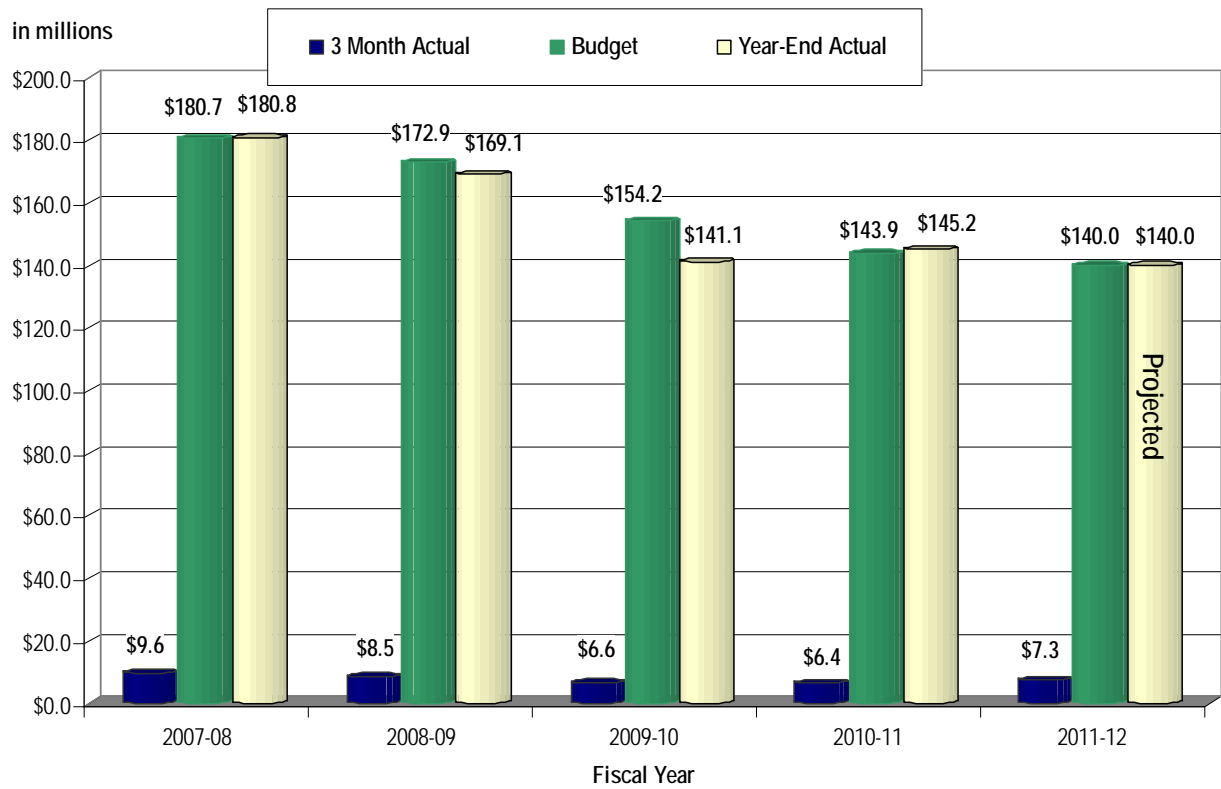
The recommended increases are primarily within the Community Services Agency (CSA)-Services and Support fund (\$3.4 million), the Alliance Worknet (\$1.2 million), Public Works-Morgan Shop (\$790,000), Parks (\$400,000) and Environmental Resources-Geer Road Landfill (\$300,000). Among the CSA requests are the restoration of 41 positions to adequately address increased customer need and to meet mandated workloads, engaging in a lobby automation redesign and software upgrade and supporting one full-time District Attorney for the prosecution of Welfare Fraud. The Alliance Worknet will provide employment and training services to dislocated workers in the community. Public Works will be purchasing new alternative fueled vehicles to meet California air quality standards, and the Parks Department will replace old equipment and vehicles, repair two County bridges and upgrade wastewater treatment plant pumps. The Geer Road Landfill will enter into contracts to comply with the Cease and Desist Order issued by the Regional Water Quality Control Board in April of 2011.

Additional increases above \$100,000 are the Behavioral Health and Recovery Services request of \$170,000 for costs associated with sober living placements for the Adult Drug Court program and County Counsel's request of \$112,000 for a Deputy County Counsel position to provide additional legal representation and support services to the Community Services Agency.

DISCRETIONARY REVENUE

As of first quarter, actual discretionary revenue was \$7.3 million compared to \$6.4 million for the same period one year ago. This amount represents 5.2% of the 2011-2012 Final Adopted Budget. Typically, discretionary revenue at this point of the fiscal year ranges from 4.3% to 5.3% of the total amount budgeted and from 4.4% to 5.3% of the total year actual collections when looking at the prior four years. Since we are within the range when comparing to budget and to actual year-end collections, no changes are recommended to the current discretionary revenue budget. The following chart shows a five-year history of first quarter activity:

General Fund—Discretionary Revenue Five Year Comparison



The Chief Executive Office closely watches this revenue source and will recommend changes as necessary with the Mid-Year Report in February 2012. Early indicators suggest that sales tax revenue (both the 1% sales tax and the Proposition 172 Public Safety sales tax) are stronger than budgeted. Sales Tax received in lieu of property tax and Property Tax received in lieu of Vehicle License Fees are also up from the Adopted Budget amounts. Partially offsetting these increases is the probable decrease in revenue received from delinquent property tax payments. The factors used in the apportionment of secured property taxes should be determined by December and adjustments to the estimated property tax revenue may be in order at that time. Additionally, the State Controller's Office does not issue notification of the new pool rate used in the distribution of the Proposition 172 Public Safety sales tax revenue until mid-November or later which can affect this revenue source. Each year only a small portion of the discretionary revenue is posted before the end of the first quarter, causing a normal "wait and see" reaction to adjusting the discretionary revenue at this time. We will continue to monitor discretionary revenue sources and will request adjustments as necessary at the time of the Mid-Year Financial Report.

CURRENT ISSUES AND CHALLENGES

As discussed in the 2011-2012 Final Adopted Budget, the County faces a number of challenges in the coming fiscal years.

Labor Relations

The County currently has agreements in place with all Labor Associations through June 30, 2012. However, the current Health Insurance Agreement between the County and all employee organizations will expire on December 31, 2011. Chief Executive Office staff has worked with representatives from all County labor groups through the required meet and confer process to develop a new Health Insurance Agreement for employee benefits. The negotiations process included nine negotiation sessions with all bargaining units and multiple proposals exchanged between the County and all labor organizations. The parties reached a final Health Insurance Tentative Agreement on September 22, 2011, which was supported and signed by all County labor organizations. Two labor organizations, American Federation of State, County and Municipal Employees (AFSCME) and Service Employees International Union (SEIU), participated in negotiations and signed the Health Insurance Tentative Agreement but were unable to ratify the agreement with their individual bargaining unit members. The County is currently working through the negotiation and impasse process with these two groups. The Health Insurance Agreement for the remaining ten labor groups was approved by the Board of Supervisors on October 18, 2011.

Additionally, several County Labor Associations have engaged in voluntary salary discussions with the County on a permanent 6% Salary Deduction Agreement to be effective July 1, 2012, after the expiration of the current 5% Salary Deduction Agreement. Included in these agreements is a provision to extend the current contract expiration dates from June 30, 2012 to June 30, 2014. These agreements are tentatively scheduled to come to the Board of Supervisors for approval on November 8, 2011.

Below is a schedule by bargaining units of currently approved contract expiration dates:

Labor Association	Allocated Positions	Percent of Workforce	Contract Expiration Date
County Attorney's Association	67	1.8%	6/30/2012
Emergency Dispatchers' Association	39	1.1%	6/30/2012
Probation Correction Officers' Association	78	2.1%	6/30/2012
California Nurses' Association	81	2.2%	6/30/2012
Stanislaus County Employees Association, (AFSCME) Local 10	1,941	53.3%	6/30/2012
Deputy Probation Officers' Association	114	3.1%	6/30/2012
District Attorney Investigators' Association	13	0.4%	6/30/2012
Deputy Sheriff's Association - Custodial	220	6.0%	6/30/2012
Service Employees' International Union, (SEIU) Local 521	566	15.1%	6/30/2012
Sheriff's Management Association	14	0.4%	6/30/2012
Sheriff Supervisor's Association	20	0.5%	6/30/2012
Stanislaus Sworn Deputies Sheriff's Association	148	4.0%	6/30/2012
Unrepresented	364	9.9%	N/A
Total	3,665	100%	

Not included in this total are the In-Home Supportive Services Individual Providers (IHSS-IP) workers represented by the United Domestic Workers of America (UDWA).

Health and Human Services

A significant unfunded financial exposure of \$5.6 million, up from the original unmet need of \$4.2 million reported in the 2011-2012 Adopted Final Budget, exists in the Community Services Agency for the legislated County share in the following mandated aid programs:

Foster Care Assistance (FC); General Assistance (GA); and In-Home Supportive Services (IHSS) Wages and Benefits. Each of these challenges, as well as the 2011 realignment challenge, is discussed in more detail in the Community Services Agency sub-section of A Healthy Community on pages 19-20.

State Budget Update

State Controller John Chiang recently released his monthly report covering California's cash balance, receipts and disbursements in September, showing revenues came in \$301.6 million below projections from the recently passed State budget. After accounting for September revenues, total year-to-date General Fund revenues are now behind the State budget's estimates by \$705.5 million.

This trend of trailing State revenue could potentially trigger cuts included by the Governor and Legislature in this year's State spending plan. Although the shortfall in revenue does not guarantee that the triggers will be pulled, there is reason for concern if this trend does not improve.

Specifically, Assembly Bill 121 directs the Director of the Department of Finance, by December 15, 2011, to develop an updated revenue forecast of the State's 2011-2012 General Fund revenue and to compare the forecast prepared by the Legislative Analyst's Office in November 2011. Based on these forecasts, trigger reductions may become operative to occur on or after January 1, 2012. The level of the reduction will depend on the revenue shortage projected. A greater than \$1 billion shortage will trigger cuts totaling \$601 million whereas a greater than \$2 billion revenue shortage will trigger an addition \$1.86 billion in cuts. There is the potential for a total of \$2.461 billion in cuts to State programs that will impact local governments if both sets of trigger reductions are effectuated. Impacts to counties include changes in IHSS service hours and anti-fraud efforts, elimination of District Attorney Vertical Prosecution grants, and elimination of all State grant funding for local library services.

The State ended last fiscal year with a cash deficit of \$8.2 billion. The combined current year cash deficit stands at \$17.6 billion. Those deficits are being covered with \$12.2 billion of internal borrowing (temporary loans from special funds) and \$5.4 billion of external borrowing.



A Safe Community

COUNTY DEPARTMENTS

CEO-OES/Fire Warden

CEO-Capital Projects

CEO-County Operations

District Attorney

Grand Jury

Integrated Criminal Justice Information System

Probation

Public Defender

Sheriff

A Safe Community

OVERVIEW

Ensuring a safe community and protecting the safety of the residents of Stanislaus County continues to be a top priority of the Board of Supervisors. Departments assigned to the Board of Supervisors priority area of A Safe Community include: Chief Executive Office - Office of Emergency Services/Fire Warden, District Attorney, Probation, Public Defender and Sheriff. The revenue used to pay for these services comes primarily from local taxes such as property tax and sales tax, fees, franchises, charges for services, and a variety of other discretionary revenue sources. Public Safety Sales Tax revenue (Proposition 172) is also used to partially fund the District Attorney, Probation and Sheriff's Department budgets. These departments also receive dedicated funds for specific grant funded programs.

DEPARTMENTAL REVENUE AND EXPENDITURES

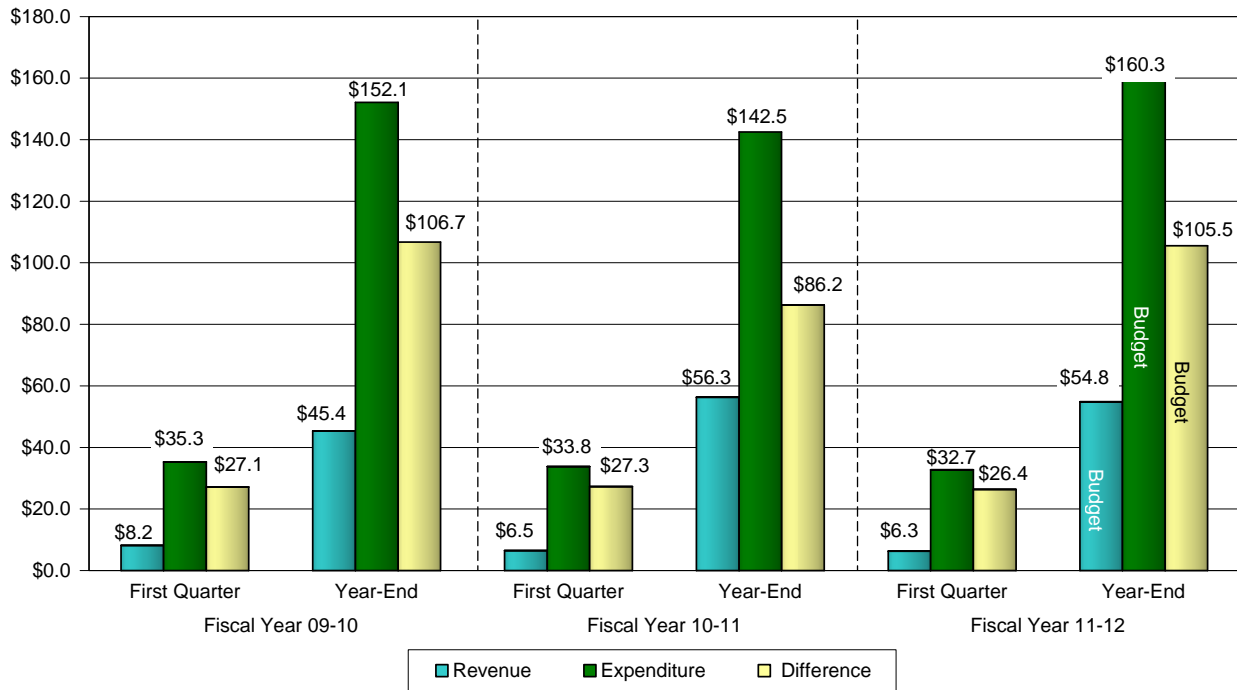
For the departmental budgets that are part of the Board of Supervisors priority area of A Safe Community as of September 30, 2011, actual revenue collected is \$6.3 million, which represents 11.6% of the estimated annual revenue. This is within the range when compared to the first quarter point of the prior two years when collections were at 18.0% and 11.6% of the final actual revenue. As of September 30, 2011, expenditures are \$32.7 million, representing 20.4% of the budgeted appropriations. Expenditures at the first quarter point of the prior two years were 23.2% and 23.7% of the final actual expenditures, placing this year below the range.

Significant variations this year, compared to the same time period one year ago include:

- ◆ Probation - An increase in revenue of approximately \$574,000 in the Correction Performance Incentive Act as a result of the implementation AB109 Public Safety Realignment;
- ◆ Sheriff - A decrease in revenue of approximately \$679,000 in the Contract Cities Budget as a result of the quarterly true up of actual costs with the Cities. In previous years, the cities paid 1/12 of the budget and costs were reconciled up in June. This year the Cities pay 1/12 for the first two months of the quarter and in the 3rd month, costs are trued up. This means September, December and March payments will not be received until the following months (October, January or April). In addition, revenue increased by \$139,000 in Court Security as a result of changes in the allocation for Trial Court funding approved with AB118 (the State 2011 Realignment funding). \$4,597,933 was allocated directly to the County Sheriff's Department for Court Security. This year the monthly allocation from the state is \$338,161 and the department has received two payments totaling \$766,322. Overall expenditures are down in the Sheriff budgets by approximately \$1 million as a result of the Reductions-in-Force (RIF) that occurred 1/29/2011.

The following chart provides a comparison of revenue, expenditures and the difference between the two, which is funded through a General Fund contribution, and the use of fund balance/retained earnings. This comparison shows first quarter and year-end for a three-year period, including the current year, for the departments assigned to the Board of Supervisors priority area of A Safe Community.

A Safe Community Three Year Comparison



The total budgeted revenue for the departments assigned to the Board of Supervisors priority area of A Safe Community for Fiscal Year 2011-2012 is \$54.8 million with departmental expenditures budgeted at \$160.3 million and the difference of \$105.5 million funded through a General Fund contribution and the use of fund balance/retained earnings. Departmental revenue is down by \$.2 million and expenditures are down by \$1.1 million from First Quarter 2010-2011. The General Fund contribution and use of fund balance/retained earnings is at 24.8% of the budget at first quarter and is tracking slightly below the two previous years. This trend is expected to continue throughout the year.

FIRST QUARTER ISSUES AND RECOMMENDATIONS

DISTRICT ATTORNEY

Rural Crimes Prevention Program: This grant program is fully dependent on revenue received from Vehicle License Fees (VLF) and administered through the Local Safety and Protection Account by the California Emergency Management Agency. Because of the uncertainty of the VLF revenue stream, expenditure reimbursement for costs incurred in Fiscal Year 2010-2011 was considered optimistic and a budget for the Rural Crimes program was not established for Fiscal Year 2011-2012. As revenue figures were firmed up during the final quarter of Fiscal Year 2010-2011, the District Attorney's Office was able to obtain reimbursement with an excess amount of revenue available for use through the end of the calendar year

(12/31/2011). The Department is requesting to establish a budget of \$18,172 in both estimated revenue and appropriations to be used for funding various costs in the Sheriff's Department to address rural and agricultural crime in Stanislaus County. The District Attorney is required to administer this grant and serves as a pass-through to the Sheriff's Department.

Vertical Prosecution Block Grant: Historically, the District Attorney's Vertical Prosecution program has been funded from a combination of grant revenue from Vehicle License Fees (VLF) administered by the California Emergency Management Agency (Cal EMA) and a contribution from the County's General Fund. Because of diminishing VLF revenue over the past year, it was not certain that complete funding from Cal EMA would be received for the 2010-2011 prior fiscal year. Expenditures were posted in Fiscal Year 2010-2011 without the establishment of a corresponding receivable causing the Vertical Prosecution Block Grant fund to end the year with a negative fund balance. The District Attorney's Office was notified in July 2011 of an extension to the 2010-2011 grant and an additional award of \$78,864 was granted in September 2011. It is requested that estimated revenue be increased by \$78,864 in the current fiscal year, which will be used to help offset the negative fund balance from Fiscal Year-End 2010-2011. Any remaining deficit will be covered by the District Attorney's General Fund budget before Fiscal Year-End 2011-2012. Since no grant revenue is expected in the 2011-2012 Fiscal Year, the only other source of revenue for the current fiscal year is the General Fund contribution of \$103,807 as stated in the Adopted Final Budget.

Budget Unit	Recommended			Description
	Appropriations	Revenue	Fund Balance/ Retained Earnings	
District Attorney-Rural Crimes Prevention Program	\$18,172	\$18,172	\$0	Increase appropriations and estimated revenue to account for unspent grant funds remaining from FY 2010-11.
District Attorney-Vertical Prosecution Block Grant	\$0	\$78,864	(\$78,864)	Increase estimated revenue received from the allocation of the Local Safety and Protection Act deposit to be used to offset existing negative fund balance.
Total	\$18,172	\$97,036	(\$78,864)	

Summary of Recommendations: It is recommended to increase appropriations by \$18,172 and estimated revenue by a total of \$97,036. This will allow remaining Rural Crimes grant revenue to be used in Fiscal Year 2011-2012 and will offset the Vertical Prosecution Block Grant negative fund balance position, incurred from expenditures posted in Fiscal Year 2010-2011.

PROBATION

Staffing Requests: The Department is requesting to transfer two previously restored Legal Clerk III positions from Institutional Services to Field Services to appropriately allocate the positions in the correct budget.

PROBATION DEPARTMENT TECHNICAL ADJUSTMENTS TO POSITION ALLOCATION					
BUDGET UNIT	POSITIONS	POSITION NUMBER	CLASSIFICATION	REQUEST	RECOMMENDATION
Institutional Services	-2	8766, 9279	Legal Clerk III	Transfer out	Transfer to Field Services
Field Services	2	8766, 9279	Legal Clerk III	Transfer in	Transfer from Institutional Services

Summary of Recommendations: It is recommended the staffing changes described and outlined in the table above be adopted.

SUMMARY

Overall, appropriations and estimated revenue for A Safe Community are recommended to increase by \$18,172 and \$97,036 respectively. This will result in an additional \$78,864 in available fund balance in the DA-Vertical Prosecution Block Grant Budget.



A Healthy Community

COUNTY DEPARTMENTS

Area Agency on Aging/Veterans' Services

Behavioral Health and Recovery Services

Child Support Services

Children and Families Commission

Community Services Agency

Health Services Agency

A Healthy Community

OVERVIEW

The Board of Supervisors priority area of A Healthy Community is vital to the quality of life for County residents. The departments assigned to this priority area are focused on protecting and promoting the health and well being of County residents including preventing disease, disability and death. Protecting emotional safety focuses on the social problems that include homelessness, incarceration and fragmented families with financial and emotional needs. The departments assigned to this priority area include: Area Agency on Aging and Veterans' Services, Behavioral Health and Recovery Services, Child Support Services, Children and Families Commission, the Community Services Agency and the Health Services Agency. The major funding sources for these programs include Federal and State funding and, where required, local discretionary funds are used primarily to match other governmental funding in support of these programs.

DEPARTMENTAL REVENUE AND EXPENDITURES

For the departmental budgets that are part of the Board of Supervisors priority area of A Healthy Community as of September 30, 2011, actual revenue is \$57.5 million, which represents 13.2% of the estimated annual revenue. This is below the range when compared to the first quarter point of the prior two years when collections were 14.5% and 14.7% of the final actual revenue. As of September 30, 2011, expenditures are \$86.2 million, representing 19.1% of the budgeted appropriations. Expenditures at the first quarter point of the two prior years were 20.5% and 20.1% of the final annual expenditures, placing this year's expenditures below the range.

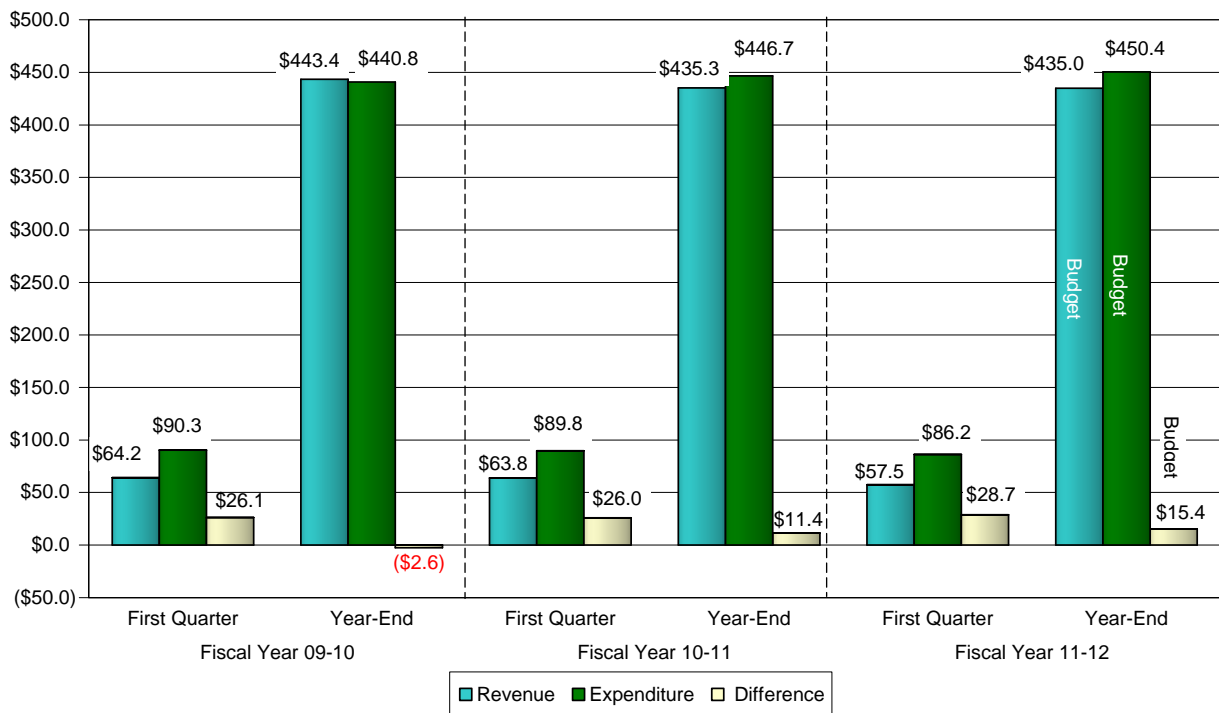
Significant variations this year, compared to the same time period one year ago include:

- ◆ Behavioral Health and Recovery Services – Overall, a decrease in revenue of approximately \$8.1 million primarily as a result of entering entire Mental Health Services Act (MHSA) allocations from the State for Fiscal Year 2011-2012 into deferred revenue, and transferring it into the operating revenue accounts as it is earned. Also, the State allocation this fiscal year was 50%, compared to 75% in Fiscal Year 2010-2011.
- ◆ Child Support Services – Overall, an increase in expenditures of approximately \$3.9 million due to the delay in transferring revenue for the prior fiscal period; and
- ◆ Community Services Agency – Overall, a decrease in expenditures of approximately \$4.5 million is the result of delayed implementation of certain Welfare to Work contracted services, the timing of C-IV project costs and decreases in CalWORKs and General Assistance aid due to the 8% grant reduction and a decrease in In-Home Supportive Services (IHSS) caseload levels. The decrease in revenue of \$1.8 million is primarily the result of the timing of C-IV project costs and revenue adjustments tied to overall program expenditure decreases. It is anticipated that all timing differences will be resolved by year end; and

- ◆ Health Services Agency – Overall, an increase in expenditures of approximately \$1 million resulting from the recent change in which medical expenditures are recorded. In the previous fiscal year, the Indigent Health Care Program (IHCP) recorded medical expenditures using the cash-basis method; posting expenditures when claims were paid, and payments were one to two months behind due to IHCP's 60-day billing limit. Effective Fiscal Year 2011-2012, IHCP began processing a month-end journal entry to accrue year-to-date medical expenditures using the average of the last three months' paid dates of service.

The following chart provides a comparison of revenue, expenditures and the difference between the two which is funded through the use of fund balance/retained earnings. This comparison shows first quarter and year-end for a three-year period, including the current year, for the departments assigned to the Board of Supervisors priority area of A Healthy Community.

A Healthy Community Three Year Comparison



The total budgeted revenue for the departments assigned to the Board of Supervisors priority area of A Healthy Community for Fiscal Year 2011-2012 is \$435 million with departmental expenditures budgeted at \$450.4 million and the difference of \$15.4 million funded through the use of fund balance/retained earnings. Both revenue and expenditures are down, with revenue collections decreasing by \$6.3 million and expenditures decreasing by \$3.6 million over First Quarter 2010-2011. It is anticipated that this priority area will end the year within budget.

FIRST QUARTER ISSUES AND RECOMMENDATIONS

BEHAVIORAL HEALTH AND RECOVERY SERVICES

The Department is requesting an increase in appropriations and revenues of \$170,000 to cover costs related to sober living placements for the Adult Drug Court program. The revenue source is a grant from the California Emergency Medical Agency (Cal EMA) that was awarded in Fiscal Year 2010-2011; however the program did not commence until July 2011. This funding was inadvertently omitted from the Fiscal Year 2011-2012 Adopted Final Budget.

Budget Unit	Recommended			Description
	Appropriations	Revenue	Fund Balance/ Retained Earnings	
Alcohol and Drug	\$170,000	\$170,000	\$0	Increase appropriations and revenue to cover costs related to sober living placements for Adult Drug Court. Revenue source is a CalEMA Grant.
Total	\$170,000	\$170,000	\$0	

Summary of Recommendations: It is recommended to increase revenue and appropriations in the amount of \$170,000 to be funded by a CalEMA Comprehensive Drug Court Implementation grant.

COMMUNITY SERVICES AGENCY

Overall, the Community Services Agency (CSA) is requesting an increase in appropriations of \$3,393,156 from the Adopted Final Budget level of \$114,175,223 to \$117,568,379 in the Services and Support budget. This overall increase is a result of a combination of increases and decreases in various expenditure categories included in the Fiscal Year 2011-2012 final allocations. The allocation increases reflect substantial caseload growth in public assistance programs. Additionally, the Department's County unfunded match exposure has increased to \$5.6 million, up from \$4.2 million reported in the Adopted Final 2011-2012 budget, in the Foster Care Assistance (FC), General Assistance (GA) and In-Home Supportive Services budgets. The recommended increase of \$3.4 million cannot be used to offset this exposure due to the categorical nature of this funding.

The majority of the requested increase is \$2.9 million in the StanWORKs program State and Federal allocations with the balance in Childrens programs. StanWORKs public assistance programs increased \$4.1 million as follows: \$400,000 in CalWORKs, \$900,000 in Medi-Cal and \$2.8 million in CalFresh. These increases are offset by a decrease of \$1.2 million in Stages 2 and 3 Child Care. Acceptance of these funds does not result in any increase in the County Match as these programs require a Maintenance of Effort (MOE) level of funding that has already been achieved in the Adopted Final Budget.

As a result of the ongoing economic situation impacting the community, the Department has experienced significant increases in customer need for public economic assistance.

- ◆ CalFresh (formerly known as Food Stamps) has grown by 72% over the last four years, from an average of 45,655 children and adults in Fiscal Year 2007-2008 to an average of 78,504 in Fiscal Year

2010-2011. This trend continues in Fiscal Year 2011-2012, where in the month of August 2011, 84,234 children and adults received benefits.

- ◆ Medi-Cal eligibility has increased by over 15% over the last four years, from an average of 116,217 in Fiscal Year 2007-2008 to an average of 134,103 in Fiscal Year 2010-2011. This trend continues in Fiscal Year 2011-2012 with over 135,000 children and adults having received benefits in August.

The Department has developed spending plan strategies which have resulted in the following recommended adjustments included in the First Quarter Budget:

- ◆ An increase of \$1,538,849 in salaries/benefits to support the restoration of 34 casework positions and 4 administrative support positions effective December 1, 2011. As mentioned above, the customer need for assistance continues to increase and requires that staff be available to meet the mandated workload. These positions will be supported primarily by additional allocation funding for CalFresh and Medi-Cal programs provided by the State, with the remaining costs spread across all CSA programs.
- ◆ An increase of \$2,393,804 to meet the following necessary upgrades for automation systems and infrastructure:
 - Approximately \$2.0 million for a lobby management automation project that will more efficiently accommodate the significant increase in the number of customers by reducing customer wait time and eliminating congestion in the lobby and parking lot. This project will provide customers with self-service kiosks and will assist in the implementation of a same day service model for all customers applying for assistance.
 - \$436,000 for software upgrades to Office Suite 10 and Windows 7 required by the department's primary eligibility system, CIV and 15 scanners to accommodate increased imaging needs.
- ◆ An increase of \$154,000 to support one full-time District Attorney for the prosecution of Welfare Fraud using available CalWORKs and CalFresh funding.
- ◆ An increase of \$12,540 for StanWORKs eligibility staff development training provided by UC Davis.
- ◆ An increase of \$16,000 in Refugee Social Services (RSS) contract costs to reflect the corresponding increase in RSS grant funding available.
- ◆ A decrease of \$1,119,762 in direct Child Care expenditures and estimated revenue for Stage 1, Stage 2 and Stage 3 due to declining caseloads, legislative action that reduced license-exempt provider rates, and reduced income limits. This is a 100% State and Federally funded program.
- ◆ An increase of \$254,547 to restore two social work positions at \$177,547 and one Public Health Nurse (PHN) at \$77,000 using \$248,772 of Federal and State Family Preservation Allocation and a Public Health contribution of \$5,775.

- ◆ An increase in appropriations and estimated revenue of \$75,978 to restore one additional social work supervisor position at \$59,652 and an increase to contracts services of \$16,326. These recommendations are supported by the increase in StanWORKs positions, which generate an overhead benefit for other social services programs, thus enabling access to available Childrens Services program funding.
- ◆ An increase of \$67,200 in one time fixed asset purchases for a Virtual Server Network system utilizing one time prior year Federal and State revenues received. This system will provide more reliable service delivery, recovery and future expansion and/or driven modifications.
- ◆ Delayed implementation of the HVAC capital project to a future fiscal year will provide a \$400,000 savings that the Department recommends for various efficiency improvements; \$40,000 for 50 VOIP phones, \$61,835 for space efficiency planning, \$74,250 to support one Accounts Payable clerk in the Auditors' Office to ensure timely processing of vendor payments; \$137,072 for one Deputy County Counsel dedicated to Child Welfare Services (CWS) Juvenile Court approved at Adopted Final Budget, and \$86,843 for the remaining departmental Office Suite 10 and Windows 7 Upgrade not related to StanWORKs.

In addition, placeholder funding of \$631,305 already included as part of the Operating Budget has now been dedicated to the C-IV Contact Center which will provide centralized telephone support for customers seeking information and reporting changes. The C-IV Contact Center will allow Family Services Specialist (FSS) to have detailed information on their computer screen when a customer calls.

A significant financial exposure of \$5.6 million, up from the original unmet need of \$4.2 million reported in the 2011-2012 Adopted Final Budget, exists for the legislated county share in the following mandated aid programs:

- ◆ Foster Care Assistance (FC) – an increase of \$1.5 million in unmet need, for a total exposure of \$3.4 million County Match deficit (up from \$1.9 at the 2011-2012 Adopted Final Budget) to meet the projected \$15.7 million appropriation need. Factors contributing to this increased unmet need include the loss of Federal Medical Assistance Percentages (FMAP) which ended in Fiscal Year 2010-2011, court ordered/legislated increases to foster care rates, and 2011 realignment funding exposures, and an estimated increase in the number of children needing care due to the lack of resources in the community to keep those children safe in their home.
- ◆ General Assistance (GA) – a reduction in the unmet need exposure from \$160,126 to \$88,222. Although there continues to be improvements to this budget due to process review and Board supported policy changes, the need for assistance continues to grow as the County's high unemployment rate continues to impact those not eligible for other assistance programs.
- ◆ In-Home Supported Services (IHSS) Wages and Benefits - \$2.1 million County match deficit to meet the \$53.8 million appropriation need. The existing projections include flat growth assumptions and wages and benefits that are consistent with the UDWA MOU agreement approved by the Board on October 11, 2011. This agreement will expire again May 31, 2012, leaving ongoing cost containment plans tied to State Budget triggers and/or proposals for program adjustments. Realignment funding may present some budget balancing opportunities that staff will report on at Midyear.

2011 Realignment

AB 109 Public Safety Realignment has been implemented within Stanislaus County through the Community Corrections Plan approved by the Board on September 20, 2011. CSA operates two Social Services programs that have been identified within the AB 109 Public Safety continuum and are therefore, also included within 2011 Realignment: Adult Protective Services and Child Welfare Services which includes case management, as well as Foster Care and Adoptions Assistance. The revenue shift from the State to 2011 realignment is supposed to be cost neutral to counties, however, significant uncertainty exists as the Foster Care and Adoptions Assistance realignment base was built without consideration of growth in caseload and does not recognize recent legislated/court-ordered grant increases. In addition, verbal instructions have been received regarding a possible new County Maintenance of Effort that would require the County General Funds formerly dedicated to the Seriously Emotionally Disturbed Children's Program (SED) be reinvested in other Children's programs, which could result in an exposure, however no written instructions have been received. The department returned these match funds to the General Fund as part of the 2011-2012 Adopted Proposed Budget. In the absence of more information, there are no recommendations for First Quarter. Staff will continue to monitor the situation and will report back at Mid-year.

1990-1991 Realignment

The original 1990-1991 realignment continues to be budgeted at \$12.3 million. No significant growth in funding has occurred in this area for quite some time due to the economic downturn, however, an unanticipated \$1.3 million in prior year realignment growth funds have been received. These growth funds represent a one-time benefit, but it is anticipated that the State Controller will increase the county realignment base by a corresponding amount. It is unclear whether statewide sales tax receipts will materialize to achieve statewide base. Therefore, it is recommended that the current growth revenue be held in fund balance until Mid-year at which time any estimated revenue adjustments can be made and staff can identify how these funds can mitigate FC and IHSS Unmet Needs.

Budget Unit	Recommended			Description
	Appropriations	Revenue	Fund Balance/ Retained Earnings	
CSA-Services and Support	\$0	\$4,099,193	(\$4,099,193)	Increase estimated revenues for CalWORKs, CalFresh, and MediCal to reflect increased allocations.
CSA-Services and Support	\$1,538,849	\$0	\$1,538,849	Increase appropriations for Salaries and Benefits to support the restoration of 34 casework positions in CalFresh and MediCal and 4 administrative support positions.
CSA-Services and Support	\$2,393,804	\$0	\$2,393,804	Increase appropriations for systems and automation infrastructure due to elevated workload supported with increased CalWORKs, CalFresh, and MediCal allocations.
CSA-Services and Support	\$154,000	\$0	\$154,000	Increase appropriations to support an increase to the District Attorney contract due to increased CalWORKs and CalFresh allocation.

Budget Unit	Recommended			Description
	Appropriations	Revenue	Fund Balance/ Retained Earnings	
CSA-Services and Support	\$12,540	\$0	\$12,540	Increase appropriations for Staff Development due to increased CalWORKs, CalFresh, and MediCal allocations.
CSA-Services and Support	\$16,000	\$16,000	\$0	Increase appropriations and estimated revenues for RSS program to the contracted level.
CSA-Services and Support	(\$1,119,762)	(\$1,119,762)	\$0	Decrease appropriations and estimated revenues for Child Care Stage 1, 2, and 3 to reflect reduced funding as a result of declining caseloads.
CSA-Services and Support	\$254,547	\$254,547	\$0	Increase estimated revenues to include State Family Preservation program allocation and partnership contribution from Public Health to support State Family Preservation program.
CSA-Services and Support	\$75,978	\$75,978	\$0	Increase appropriations and estimated revenues for Salaries and Benefits to restore 1 casework supervisor position in support of Children's Services programs and an increase in contract services.
CSA-Services and Support	(\$400,000)	\$0	(\$400,000)	Decrease HVAC repair appropriations and redirect to support Space Consultant, VOIP, Accounts Payable Account Clerk in Auditor's Office, and additional County Counsel.
CSA-Services and Support	\$400,000	\$0	\$400,000	Increase appropriations for various efficiency improvements mentioned above.
CSA-Services and Support	\$67,200	\$67,200	\$0	Increase appropriations and estimated revenues for one time Fixed Asset purchases to support the critical server virtualization project using one time Prior Year Federal/State Revenues.
Total	\$3,393,156	\$3,393,156	\$0	

Staffing Requests: The Department is requesting to restore 41 previously unfunded positions to adequately address increased customer need and meet the mandated workload in key areas including StanWORKs and Childrens Services. The department is requesting to reclassify 35 of the 41 vacant positions to accommodate the staffing levels needed for the operation of core programs. Funding for these positions is sustainable through Fiscal Year 2011-2012 and Budget Year 2012-2013.

A breakdown of where the positions are needed are as follows:

- ◆ 34 casework positions are needed to adequately address the increased customer need and meet the mandated workload in CalFresh and Medi-Cal;
- ◆ Three (3) casework positions are needed to support the Children's programs; and
- ◆ Four (4) administrative positions are needed to support the increased workload in contracts and purchasing as well as improve operational efficiency within the Finance and Operations Division.

In addition, on a separate agenda item approved by the Board of Supervisors on September 20, 2011, the Department requested to restore one unfunded Social Worker IV position (#8184) for the Community

Corrections Partnership Plan, however they did not intend to use one of their existing positions for this program. The department is requesting to make an adjustment in the First Quarter 2011-2012 budget to add a new Social Worker IV position to support the Community Corrections Partnership Plan and unfund the previously restored Social Worker IV position (#8184).

The chart below lists the staffing recommendations:

COMMUNITY SERVICES AGENCY STAFFING RECOMMENDATIONS AFFECTING ALLOCATION COUNT					
BUDGET UNIT	POSITIONS	POSITION NUMBER	CLASSIFICATION	REQUEST	RECOMMENDATION
CSA - Services and Support	2	3689, 8699	Account Clerk III	Restore unfunded positions/ Reclassify upward	Family Services Specialist II
	1	9418	Account Clerk III	Restore unfunded position/ Reclassify upward	Family Services Specialist IV
	1	12019	Accountant II	Restore unfunded position/ Reclassify downward	Storekeeper I
	1	8895	Accountant II	Restore unfunded position	Restore vacant position
	3	3498, 10726, 10728	Administrative Clerk II	Restore unfunded positions/ Reclassify upward	Family Services Specialist II
	2	3294, 9208	Administrative Clerk II	Restore unfunded positions	Restore vacant positions
	2	2942, 10665	Administrative Clerk III	Restore unfunded positions/ Reclassify upward	Family Services Specialist II
	1	9213	Application Specialist III	Restore unfunded position/ Reclassify downward	Family Services Specialist II
	2	1725, 3603	Confidential Assistant III	Restore unfunded positions/ Reclassify downward	Family Services Specialist II
	2	1556, 1608	Manager II	Restore unfunded positions/ Reclassify downward	Family Services Specialist II
	2	8869, 1676	Manager II	Restore unfunded positions/ Reclassify downward	Family Services Supervisor
	1	1604	Manager III	Restore unfunded position/ Reclassify downward	Family Services Specialist II
	1	1554	Manager IV	Restore unfunded position/ Reclassify downward	Family Services Supervisor
	1	7439	Social Services Assistant	Restore unfunded position/ Reclassify upward	Family Services Specialist II
	1	276	Social Worker III	Restore unfunded position/ Reclassify downward	Family Services Specialist II
	9	561, 6539, 6541, 8126, 8185, 484, 8966, 9218, 549	Social Worker IV	Restore unfunded positions/ Reclassify downward	Family Services Specialist II
	2	8188, 9688	Social Worker IV	Restore unfunded positions	Restore vacant positions
	3	11474, 10852, 10754	Social Worker Supervisor II	Restore unfunded positions/ Reclassify downward	Family Services Specialist II
	1	6546	Social Worker Supervisor II	Restore unfunded position	Restore vacant position
	1	936	Software Developer/Analyst III	Restore unfunded position/ Reclassify downward	Family Services Specialist II
	1	2228	Supv Acct Admin Clerk II	Restore unfunded position/ Reclassify downward	Family Services Specialist II
	1	1187	Systems Technician I	Restore unfunded position/ Reclassify upward	Family Services Specialist II
	-1	8184	Social Worker IV	Unfund vacancy	Unfund vacant position
	1	NEW	Social Worker IV	Add new position	Social Worker IV
CSA CHANGES	41				
Beginning Allocation	884				
Changes in Allocation	41				
Ending Allocation	925				

Summary of Recommendations: It is recommended to increase appropriations and estimated revenue by \$3,393,156 due to State and Federal fund increases. It is further recommended the staffing changes described and outlined in the table above be adopted.

HEALTH SERVICES AGENCY

Staffing Requests: The Department is requesting to restore one unfunded vacant Manager II position in Public Health to provide oversight for the integration of the electronic registration and billing system. This system presents an opportunity to maximize revenues, which will be a key responsibility for the Manager II

position. Funding for the position is available in the Department's existing appropriations. The Department is further requesting to restore one unfunded vacant Community Health Worker III position and reclassify downward to a Community Health Worker II. In addition, the Department is requesting to unfund one vacant Staff Services Technician position and one vacant Administrative Secretary position for salary savings.

HEALTH SERVICES AGENCY STAFFING RECOMMENDATIONS AFFECTING ALLOCATION COUNT					
BUDGET UNIT	POSITIONS	POSITION NUMBER	CLASSIFICATION	REQUEST	RECOMMENDATION
Public Health	1	9444	Manager II	Restore unfunded position	Restore vacant position
	1	8376	Community Health Worker III	Restore unfunded position/ Reclassify downward	Community Health Worker II
	-1	814	Staff Services Technician	Unfund vacancy	Unfund vacant position
	-1	3252	Administrative Secretary	Unfund vacancy	Unfund vacant position
H.S.A. CHANGES	0				
Beginning Allocation	471				
Changes in Allocation	0				
Ending Allocation	471				

Summary of Recommendations: It is recommended the staffing changes described and outlined in the table above be adopted.

SUMMARY

Overall, appropriations and estimated revenue for A Healthy Community are recommended to increase by \$3,563,156.



A Strong Local Economy

COUNTY DEPARTMENTS

Alliance Worknet
CEO-Economic Development Bank
Library

A Strong Local Economy

OVERVIEW

The Board of Supervisors priority area of A Strong Local Economy recognizes the critical role that County government can play in creating a local economy that promotes, protects, and sustains our agricultural economies while providing for broader, more diversified economic opportunities that will strengthen our local economy and provide for a better, more stable, quality of life for our residents. Job creation, providing a wide range of employment and training services, providing educational and recreational opportunities and resources, promoting tourism, and providing a solid information technology infrastructure to support E-government are key aspects of A Strong Local Economy. Departments and programs assigned to this priority area include: Alliance Worknet, Chief Executive Office - Economic Development Bank, and the Library. The Alliance Worknet's major funding source is Federal funds, while the Library is supported by a dedicated 1/8-cent sales tax and a contribution from the General Fund.

DEPARTMENTAL REVENUE AND EXPENDITURES

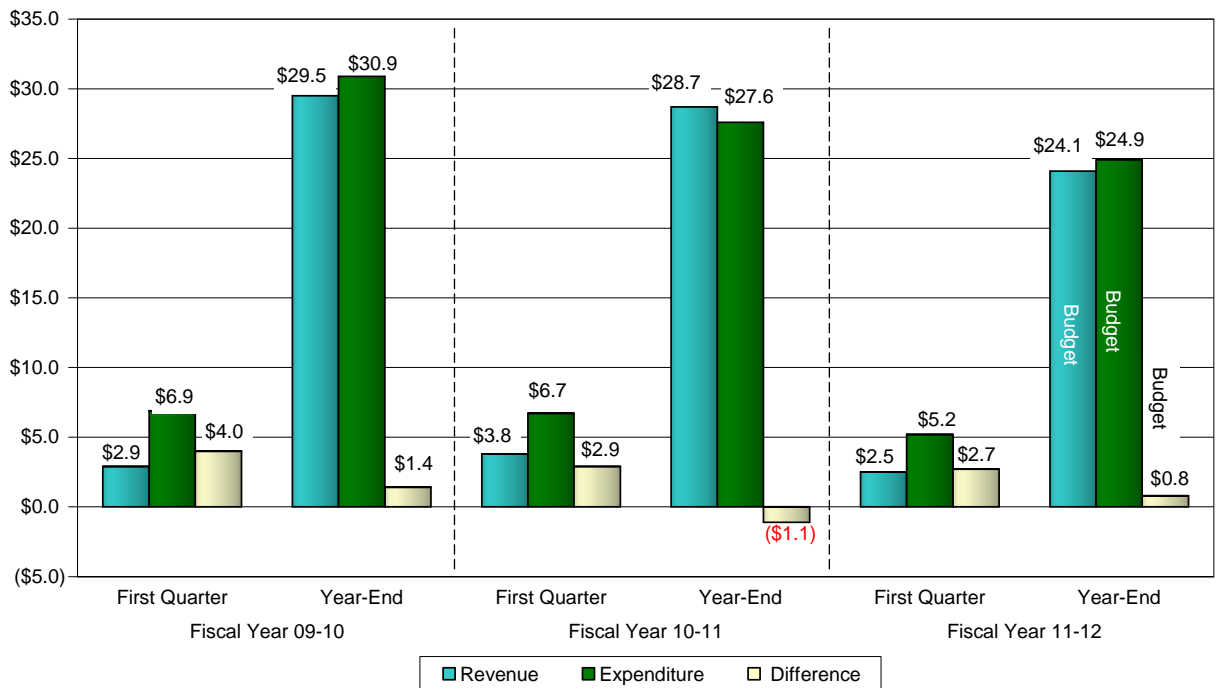
For the departmental budgets that are part of the Board of Supervisors priority area of A Strong Local Economy as of September 30, 2011, actual revenue collected is \$2.5 million, which represents 10.3% of the estimated annual revenue. This is within the range when compared to first quarter of the prior two years when collections were 9.8% and 13.2% of the actual revenue. As of September 30, 2011, expenditures are \$5.2 million, representing 20.7% of the budgeted appropriations. Expenditures at first quarter of the prior two years were 22.4% and 24.4% of the actual expenditures, placing this year's expenditures just below the range.

Significant variations this year, compared to the same time-period one year ago include:

- ◆ Alliance Worknet – overall, a decrease in revenue and expenditures of approximately \$1.4 million primarily due to a reduction in the annual Workforce Investment Act (WIA) allocation as well as funding from Federal sources such as the American Recovery and Reinvestment Act.

The following chart provides a comparison of revenue, expenditures and the difference between the two which is funded through the use of fund balance/retained earnings. This comparison shows first quarter and year-end for a three-year period, including the current year, for the departments assigned to the Board of Supervisors priority area of A Strong Local Economy:

A Strong Local Economy Three Year Comparison



The total budgeted revenue for the departments assigned to the Board of Supervisors priority area of A Strong Local Economy for Fiscal Year 2011-2012 is \$24.1 million with departmental expenditures budgeted at \$24.9 million and the difference of \$800,000 funded through the use of fund balance/retained earnings. Revenue collections have decreased by \$1.3 million and expenditures decreased by \$1.5 million over First Quarter 2010-2011.

FIRST QUARTER ISSUES AND RECOMMENDATIONS

ALLIANCE WORKNET - ADMINISTRATION

As part of the Fiscal Year 2011-2012 First Quarter Financial Report, the Alliance Worknet is requesting a \$1,219,106 increase in estimated revenue and appropriations due to the receipt of new one time Federal funding sources, awarded after the Adopted Final Budget to provide employment and training services to the community. Specifically, the Department was awarded \$900,000 of United States Department of Labor (DOL) State Energy Sector Partnership and Training project funds for use by the San Joaquin Valley Workforce Collaborative. Stanislaus County will administer the grant on behalf of the seven partners that received a portion of the award: Fresno, Kern/Inyo/Mono, Kings, Madera, Merced, San Joaquin, and Tulare. Through this funding, the San Joaquin Valley Workforce Collaborative will provide worker training

and placement in high-growth and emerging industry sectors. The balance of the adjustment for Alliance Worknet of \$319,106 is from a DOL National Emergency Grant California Multi-Sector Workforce Partnership grant administered by the South Bay Workforce Investment Board, Hawthorne California, to serve dislocated workers. The additional funding for Alliance Worknet will be used for extra help staff and materials/supplies needed to help case manage and administer the new grants, in contracts and professional services to reimburse grant partners and for direct client services for vocational training, on-the-job training and support services.

Budget Unit	Recommended			Description
	Appropriations	Revenue	Fund Balance/ Retained Earnings	
Alliance Worknet	\$1,219,106	\$1,219,106	\$0	Increase in appropriations for employment and training services funded from Federal sources (Department of Labor: State Energy Sector Partnership and National Emergency Grant California Multi-Sector Workforce Partnership).
Total	\$1,219,106	\$1,219,106	\$0	

Staffing Requests: The Department is requesting to unfund one vacant Family Services Supervisor position for salary and benefit savings. The Department is further requesting to restore one unfunded vacant Administrative Clerk II position. This position will be assigned to the main reception at the Community Services Facility and will result in improved customer service. Existing administrative support is currently not adequate making it difficult to have knowledgeable staff available for the initial customer contact. The addition of an Administrative Clerk II position will ensure better service and productivity levels by providing a stable presence that will be capable of efficiently answering questions and effectively directing customers. This position will primarily be funded by the Department's agreement with the Community Services Agency Welfare-to-Work and StanWORKs program services, with the balance funded by the Workforce Investment Act grants.

ALLIANCE WORKNET STAFFING RECOMMENDATIONS AFFECTING ALLOCATION COUNT					
BUDGET UNIT	POSITIONS	POSITION NUMBER	CLASSIFICATION	REQUEST	RECOMMENDATION
Alliance Worknet	-1	998	Family Services Supervisor	Unfund vacancy	Unfund vacant position
	1	8133	Administrative Clerk II	Restore unfunded position	Restore vacant position
ALLIANCE WORKNET CHANGES	0				
Beginning Allocation	81				
Changes in Allocation	0				
Ending Allocation	81				

Summary of Recommendations: It is recommended to increase appropriations and revenue by \$1,219,106 in the Alliance Worknet budget. It is further recommended the staffing changes described and outlined in the table above be adopted.

SUMMARY

Overall, appropriations and estimated revenue for A Strong Local Economy are recommended to increase by \$1,219,106 from Federal funding sources for employment and training services to the community.



A Strong Agricultural Economy/Heritage

COUNTY DEPARTMENTS

Agricultural Commissioner
Cooperative Extension

A Strong Agricultural Economy/Heritage

OVERVIEW

The Board of Supervisors priority area of A Strong Agricultural Economy/Heritage recognizes the vital role of the County's number one industry that generates over \$2 billion per year for County residents. Farmland conversion, air pollution, soil salinity and drainage, agricultural water supply and water quality, and preservation of our unique agriculture heritage are key aspects of A Strong Agricultural Economy/Heritage. Departments assigned to this priority area include: Agricultural Commissioner's Office and Cooperative Extension. The major funding source for these County budgets includes contributions from the General Fund. The Agricultural Commissioner receives State funding for a number of programs as well as charges for specific services. While not part of the County budget, Cooperative Extension's University of California advisors are funded through the University of California system.

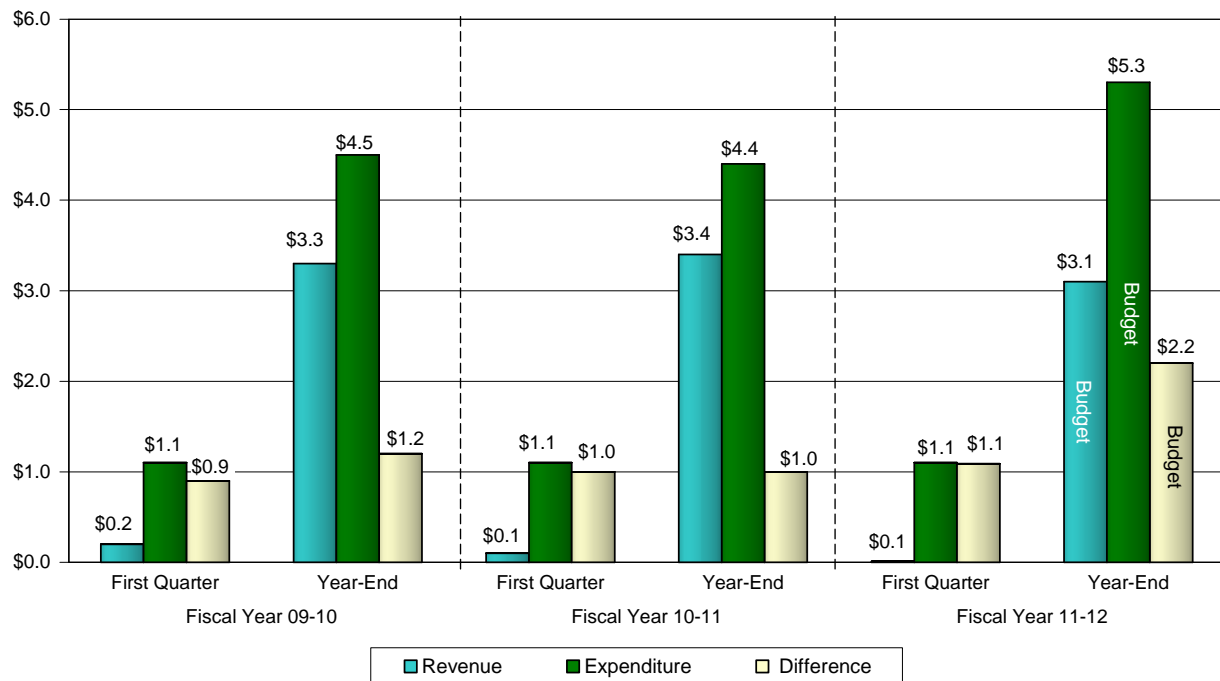
DEPARTMENTAL REVENUE AND EXPENDITURES

For the departmental budgets that are part of the Board of Supervisors priority area of A Strong Agricultural Economy/Heritage as of September 30, 2011, actual revenue collected is \$88,053, which represents 2.8% of the estimated annual revenue. This is below the range when compared to first quarter of the prior two years when collections were 5.6% and 3.1% of the actual revenue. As of September 30, 2011, expenditures are \$1.1 million, representing 20.5% of the budgeted appropriations. Expenditures at the first quarter point of the prior two years were 24.4% and 25.5% of the final actual expenditures, placing this year's expenditures just below the range.

There were no significant variations this year, compared to the same time-period one year ago.

The following chart provides a comparison of revenue, expenditures and the difference between the two which is funded through a General Fund contribution or the use of fund balance/retained earnings. This comparison shows first quarter and year-end for a three-year period, including the current year, for the departments assigned to the Board of Supervisors priority area of A Strong Agricultural Economy/Heritage.

A Strong Agricultural Economy/Heritage Three Year Comparison



The total budgeted revenue for the departments assigned to the Board of Supervisors priority area of A Strong Agricultural Economy/Heritage for Fiscal Year 2011-2012 is \$3.1 million with departmental expenditures budgeted at \$5.3 million and the difference of \$2.2 million funded through the use of fund balance. Revenue collections and expenditures have decreased slightly in comparison to First Quarter 2010-2011. This General Fund contribution and use of fund balance is slightly above First Quarter 2010-2011 but still within a reasonable level.

FIRST QUARTER ISSUES AND RECOMMENDATIONS

There are no recommended budget or staffing changes for this priority area.

SUMMARY

Overall, appropriations and estimated revenue for the Board of Supervisors priority area of A Strong Agricultural Economy/Heritage are projected to meet budget at year-end. There are no recommended budget changes for this priority area.



A Well Planned Infrastructure System

COUNTY DEPARTMENTS

Environmental Resources

Parks and Recreation

Planning and Community Development

Public Works

A Well Planned Infrastructure System

OVERVIEW

The Board of Supervisors priority area of A Well Planned Infrastructure System is essential to the quality of life for the residents of Stanislaus County and to the maintenance and expansion of a robust economy. Water quality, effective liquid and solid waste disposal, and regional approaches to transportation circulation are critical to A Well Planned Infrastructure System. Departments assigned to this priority area include: Environmental Resources, Parks and Recreation, Planning and Community Development, and Public Works. Environmental Resources and Planning and Community Development's Building Services Division are supported primarily through fees and charges for services. The General Fund primarily funds the Parks and Recreation Department and Planning and Community Development's Planning Division. The Planning and Community Development's Community Development Division and the Redevelopment Agency are funded by special revenue grants and tax increment payments. The Public Works Department's primary sources of funding are derived from charges for services and State and Federal funding for transportation and roads.

DEPARTMENTAL REVENUE AND EXPENDITURES

For the departmental budgets that are part of the Board of Supervisors priority area of A Well Planned Infrastructure System as of September 30, 2011, actual revenue collected is \$10.9 million, which represents 12.3% of the estimated annual revenue. This is just below the range when compared to first quarter of the prior two years when collections were 13.1% and 22.2% of the actual revenue. As of September 30, 2011, expenditures are \$14.3 million, representing 11.9% of the budgeted appropriations. Expenditures at the first quarter of the prior two years were 22.8% and 21.3% of the actual expenditures, placing this year's expenditures below the range due to the reclassification of the Waste-to-Energy budget to an Agency Fund and thus removing it from the County's spending plan.

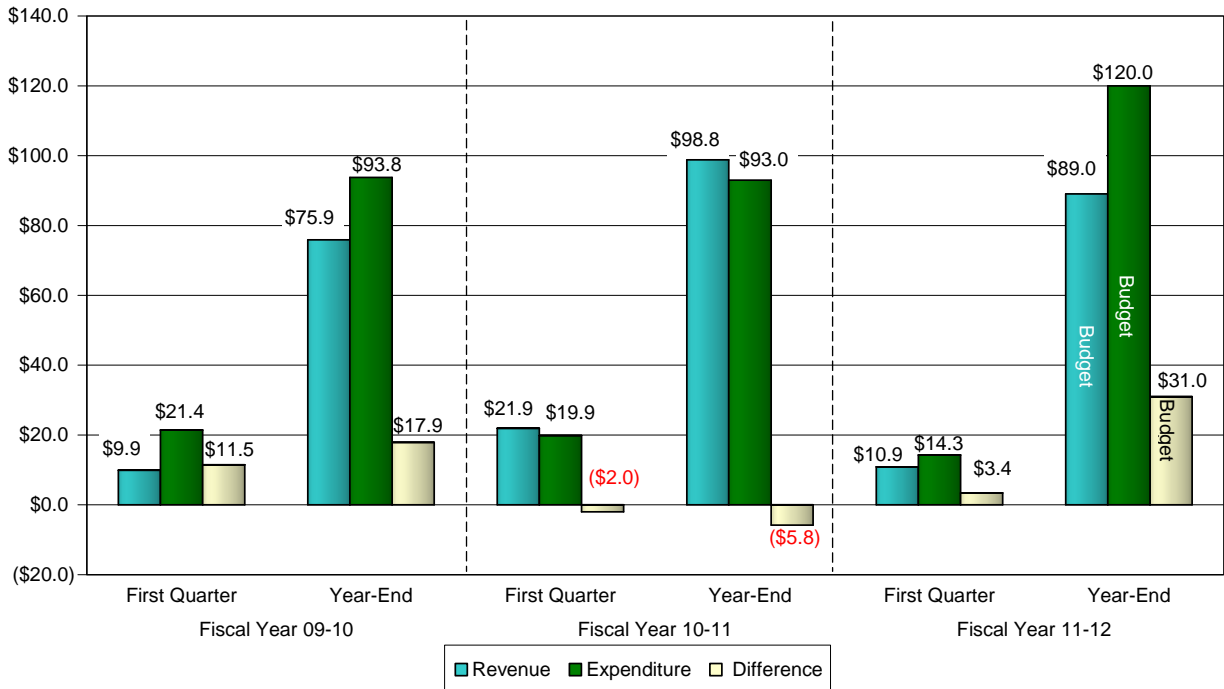
Significant variations this year, compared to the same time period one year ago include:

- ◆ Department of Environmental Resources Geer Road Landfill – A decrease in revenue of approximately \$1.9 million due to additional revenue transferred from the post-closure account to cover special project expenditures in Fiscal Year 2010-2011;
- ◆ Department of Environmental Resources Fink Road Landfill – A decrease in expenditures of approximately \$517,000 due to Cell 5 development and construction management expenses incurred in Fiscal Year 2010-2011;

- ◆ Department of Planning and Community Development Special Revenue Grants – A decrease in revenue and expenditures of approximately \$1 million due to Neighborhood Stabilization Program (NSP) funds available in the prior year that have now been almost entirely exhausted;
- ◆ Department of Public Works Road and Bridge – A decrease in revenue of \$6.9 million and expenditures of \$1.7 million as a result of funding received in the prior year from various funding sources that included Proposition 1B funds, Public Facilities Fees and other Federal sources for various County road maintenance projects; and
- ◆ Department of Public Works Administration – A decrease in revenue of approximately \$500,000 resulting from the Board action in the prior year approving an agreement with the Central Valley Flood Control Board (CVFCB) for the CVFCB to provide additional funding for the Orestimba Flood Control Project. The Department of Public Works acted as the "pass through" agency for the U.S. Army Corps of Engineers. The receivable was set up in Public Works Administration to avoid any conflict with County Road Fund.

The following chart provides a comparison of revenue, expenditures and the difference between the two which is funded through a General Fund contribution or the use of fund balance/retained earnings. This comparison shows first quarter and year-end for a three-year period, including the current year, for the departments assigned to the Board of Supervisors priority area of A Well Planned Infrastructure System.

A Well Planned Infrastructure System Three Year Comparison



The total budgeted revenue for the departments assigned to the Board of Supervisors priority area of A Well Planned Infrastructure System for Fiscal Year 2011-2012 is \$89.0 million with departmental expenditures budgeted at \$120.0 million and the difference of \$31.0 million funded through the use of fund

balance/retained earnings. Revenue collections decreased by \$11 million over First Quarter 2010-2011 due in large part to reductions in funding for road maintenance projects. Expenditures decreased by \$5.6 million over First Quarter 2010-2011 due in large part to the conversion of the Waste-to-Energy budget to an Agency Fund, essentially removing it from the County's spending plan.

FIRST QUARTER ISSUES AND RECOMMENDATIONS

ENVIRONMENTAL RESOURCES

Geer Road Landfill: The Department of Environmental Resources is requesting a one-time increase in estimated revenue and appropriations of \$300,000 for contracts to cover work which will be necessary to comply with the Cease and Desist Order issued by the California Regional Water Quality Control Board in April 2011. These funds are available in the Geer Road Landfill Closure/Post Closure Fund. The additional funds will be for professional services. The Department is required to install additional wells both on and off-site in order to comply with the Cease and Desist Order. Remedial efforts will continue to be overseen by the Department, with assistance by expert consultants, in order to optimize the landfill gas system as required.

Budget Unit	Recommended			Description
	Appropriations	Revenue	Fund Balance/ Retained Earnings	
ER - Geer Road Landfill	\$300,000	\$300,000	\$0	Increase in appropriations for contracts to cover professional services associated with the Cease and Desist Order issued by the State Water Board in April 2011 funded from the Geer Road Landfill Closure/Post Closure Fund.
Total	\$300,000	\$300,000	\$0	

Staffing Requests: The Department is requesting to unfund one vacant Accountant II position as part of their budget strategy to reduce expenses.

DER STAFFING RECOMMENDATIONS AFFECTING ALLOCATION COUNT					
BUDGET UNIT	POSITIONS	POSITION NUMBER	CLASSIFICATION	REQUEST	RECOMMENDATION
Environmental Resources	-1	2061	Accountant II	Unfund vacancy	Unfund vacant position
DER CHANGES	-1				
Beginning Allocation	80				
Changes in Allocation	-1				
Ending Allocation	79				

Summary of Recommendations: It is recommended to increase appropriations and revenue by \$300,000 in the Environmental Resources – Geer Road Landfill budget. It is further recommended the staffing changes described and outlined in the table above be adopted.

PARKS AND RECREATION

As part of the first quarter review, the Department of Parks and Recreation identified a 25% increase in revenue due to recently approved fee schedule adjustments and the completion of the Heron Pointe Development Project that has provided additional camping and day use areas. The Department is

conservatively estimating additional revenue of \$400,000 in the current fiscal year due to increased use of the regional park facilities and entry fee receipts. As such, the Department is requesting appropriations at that level to address one-time needs that include replacement of old equipment and vehicles, structural repair of two County bridges (Basso and LaGrange), and waste water treatment plant pump upgrades at Modesto Reservoir Regional Park. The mentioned improvements are critical in nature and the replacement purchases will ensure that the current level of service is maintained at the regional park facilities that bring in the majority of the departmental revenue for operations. The Department will continue to monitor revenue closely to ensure a balanced budget and will control expenses accordingly if revenue fluctuates from current projections.

Budget Unit	Recommended			Description
	Appropriations	Revenue	Fund Balance/ Retained Earnings	
Parks and Recreation	\$400,000	\$400,000	\$0	Increase in appropriations for one-time needs that include replacement of equipment and vehicles, structural repair for two bridges, and waste water treatment plant pump upgrades funded from increased revenue generated at regional parks.
Total	\$400,000	\$400,000	\$0	

Summary of Recommendations: It is recommended to increase appropriations and revenue by \$400,000 in the Parks and Recreation budget.

PUBLIC WORKS

Public Works Morgan Shop is mandated to be in compliance with the California Air Resource Board's Adopted Fleet Rule for Public Agencies and Utilities to "...reduce particulate matter emissions from on-road heavy duty diesel-fueled vehicles owned or operated by public agencies and utilities, by July of 2012." This effort began in Fiscal Year 2007-2008.

The California Air Resource Board also adopted the Fleet Rule, Title 13, Article 4.8, Chapter 9, California Code of Regulations (CCR), to reduce diesel particulate matter (PM) and criteria pollutant emissions from in-use off-road diesel-fueled vehicles on June 15, 2008. Public Works previously evaluated their fleet and identified 26 vehicles affected by this rule. Annual reduction target compliance dates are predetermined by NOX (nitrates of oxide) and PM (particulate matters) through 2020.

In accordance with this ongoing compliance process, Public Works Morgan Shop is requesting a one-time appropriations increase of \$790,000 in fixed assets for replacement of non-compliant vehicles with one new alternative fueled on-road heavy duty vehicle and six new alternative fueled off-road vehicles during Fiscal Year 2011-2012 to meet the next California Air Resource Board's target compliance dates. Public Works will be in full compliance with the July 2012 target date with the Fleet Rule regarding on-road heavy-duty diesel-fueled vehicles with the purchase of the alternative fueled on-road heavy-duty vehicle. Public Works has developed a replacement schedule to address the remaining off-road vehicles to be in compliance in upcoming years through 2020.

The purchase of the alternative fueled vehicles is 100% funded by a Congestion Mitigation and Air Quality (CMAQ) grant. Public Works was notified of receipt of this grant in July of 2011, which will fund the increase in appropriations requested for the vehicle purchases.

Budget Unit	Recommended			Description
	Appropriations	Revenue	Fund Balance/ Retained Earnings	
PW- Morgan Shop	\$790,000	\$790,000	\$0	Increase Fixed Asset and Revenue appropriations for receipt of CMAQ grant funds for vehicle replacement.
Total	\$790,000	\$790,000	\$0	

Staffing Requests: The Department is requesting to reclassify one Software Developer II position to a block-budgeted Software Developer/Analyst III as a result of increased level of expertise required to maintain operation in the GIS Division. The incumbent would be eligible for promotion upon demonstration of knowledge, skills and abilities to meet the qualifications and demands of the higher level classification. Additional costs will be absorbed in the Department’s existing appropriations.

PUBLIC WORKS TECHNICAL ADJUSTMENTS TO POSITION ALLOCATION					
BUDGET UNIT	POSITIONS	POSITION NUMBER	CLASSIFICATION	REQUEST	RECOMMENDATION
Administration	1	9730	Software Developer II	Reclassify upward-block budget	Software Developer/Analyst III-block budget

Summary of Recommendations: It is recommended to increase appropriations and revenue by \$790,000 in the Public Works Morgan Shop budget. It is further recommended the staffing changes described and outlined in the table above be adopted.

SUMMARY

Overall, appropriations and estimated revenue for the Board of Supervisors priority area of A Well Planned Infrastructure System are recommended to increase by \$1,490,000.



Efficient Delivery of Public Services

COUNTY DEPARTMENTS

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

Efficient Delivery of Public Services

OVERVIEW

The public expects government to be responsive to their needs and to conduct business efficiently. County departments provide services to a diverse customer base. To serve these customers efficiently, it is important to consistently understand and review how to improve County services. Departments assigned to the Board of Supervisors priority area of Efficient Delivery of Public Services include: Assessor, Auditor - Controller, Chief Executive Office, Clerk-Recorder/Elections, County Counsel, General Services Agency, Strategic Business Technology and Treasurer-Tax Collector. The revenue used to pay for the majority of these services comes from local taxes such as property tax and sales tax, fees, franchises, charges for services, and a variety of other discretionary sources.

DEPARTMENTAL REVENUE AND EXPENDITURES

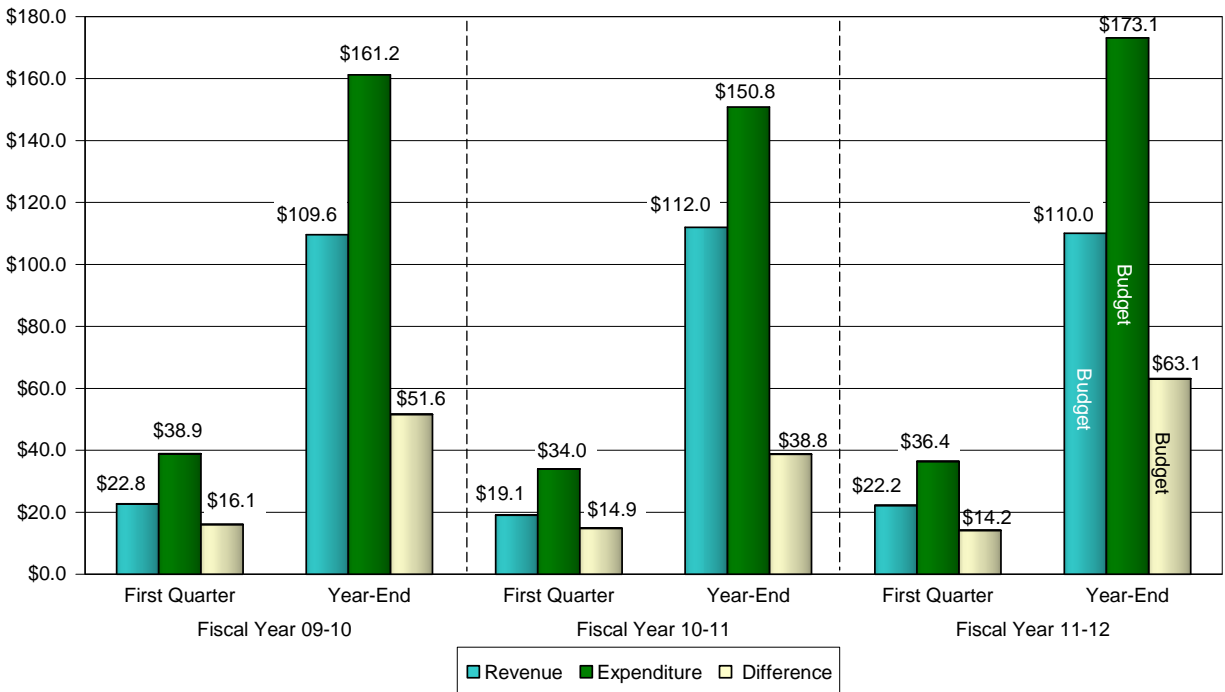
For the departmental budgets that are part of the Board of Supervisors priority area of Efficient Delivery of Public Services as of September 30, 2011, actual revenue collected is \$22.2 million, which represents 20.2% of the estimated annual revenue. This is within the range when compared to first quarter of the prior two years when collections were 20.8% and 18.1% of the final actual revenue. As of September 30, 2011, expenditures are \$36.4 million, representing 21% of the budgeted appropriations. Expenditures at first quarter of the prior two years were 24.1% and 22.5% of the final actual expenditures, placing this year's expenditures below the range.

Significant variations this year, compared to the same time period one year ago include:

- ◆ Chief Executive Office – Risk Management Division Purchased Insurance – An increase of approximately \$2.7 million in both revenue and expenditures due to a lag in posting of September's health insurance payments in Fiscal Year 2010-2011. Only two months had been posted last year versus three months in the current year;
- ◆ Chief Executive Office – Risk Management Division Workers' Compensation – An increase in revenue of approximately \$970,000 and expenditures of approximately \$363,000 due to increased departmental charges for the workers' compensation program this year. Last fiscal year, charges to departments were only \$1 million with the balance from retained earnings to offset charges. In the current year, departments are paying nearly \$5 million since there no longer is any retained earnings available; and
- ◆ Chief Executive Office – General Fund Match Vehicle License Fee – A decrease in both revenue and expenditures of approximately \$1.4 million due to reduced funding received during the 2011-2012 Fiscal Year.

The following chart provides a comparison of revenue, expenditures and the difference between the two which is funded through a General Fund contribution and the use of fund balance/retained earnings. This comparison shows first quarter and year-end for a three-year period, including the current year, for the departments assigned to the Board of Supervisors priority area of Efficient Delivery of Public Services.

Efficient Delivery of Public Services Three Year Comparison



The total budgeted revenue for the departments assigned to the Board of Supervisors priority area of Efficient Delivery of Public Services for Fiscal Year 2010-2011 is \$110 million with departmental expenditures budgeted at \$173.1 million and the difference of \$63.1 million funded through a General Fund contribution and the use of fund balance/retained earnings. Both revenue and expenditures are up, with revenue collections increasing by \$3.1 million and expenditures increasing by \$2.4 million from First Quarter 2010-2011. As a result, the General Fund contribution and use of fund balance/retained earnings is 22.5% of the budget at first quarter and is tracking below previous years. This trend is expected to continue throughout the year.

FIRST QUARTER ISSUES AND RECOMMENDATIONS

ASSESSOR

Staffing Requests: The Department is requesting to restore one vacant Manager IV position to support their organizational strategy. This position has been vacant since April 2010 pending the election of a new Assessor. With the new Assessor now in place, the Department is requesting to restore and fill this position to complete the management team. Funding for the position is included in the Department's existing appropriations.

ASSESSOR STAFFING RECOMMENDATIONS AFFECTING ALLOCATION COUNT					
BUDGET UNIT	POSITIONS	POSITION NUMBER	CLASSIFICATION	REQUEST	RECOMMENDATION
Assessor	1	1511	Manager IV	Restore unfunded position	Restore vacant position
ASSESSOR CHANGES	1				
Beginning Allocation	57				
Changes in Allocation	1				
Ending Allocation	58				

Summary of Recommendations: It is recommended that the staffing changes described and outlined in the table above be adopted.

BOARD OF SUPERVISORS

Staffing Requests: The Board of Supervisor for District 1 is recommending to delete the Field Representative (Confidential Assistant III) position assigned to this district. Like all County Departments, the Board of Supervisors Office also faces fiscal constraints in these difficult times and is required to make budget reductions. This will result in a Reduction-in-Force action effective December 31, 2011.

BOARD OF SUPERVISORS STAFFING RECOMMENDATIONS AFFECTING ALLOCATION COUNT					
BUDGET UNIT	POSITIONS	POSITION NUMBER	CLASSIFICATION	REQUEST	RECOMMENDATION
Board of Supervisors	-1	7923	Confidential Assistant III	Delete filled position	Delete position/ Reduction-in-force effective 12/31/11
BOS CHANGES	-1				
Beginning Allocation	10				
Changes in Allocation	-1				
Ending Allocation	9				

Summary of Recommendations: It is recommended that the staffing changes described and outlined in the table above be adopted.

CHIEF EXECUTIVE OFFICE

In March 2010, a Public Facilities Impact Fees Study was completed that provided a comprehensive update to the Public Facilities Fees (PFF) program. Recommendations in the report included a PFF program update report to the Board of Supervisors on an annual basis to adjust for inflation and land values to remain consistent with existing market conditions.

The Public Facilities Fees Committee has recommended the use of PFF Administrative Fees in the amount of \$3,900 for the 2011 Public Facilities Fees Inflationary Update. This will be used to complete the 2011 Public Facilities Fees Inflationary Update study.

The Chief Executive Office will also be engaging the professional services of Cooperative Personnel Services (CPS) to complete a review of the County's management classification system. This will include a review of each management position to identify the essential duties and responsibilities of each management position as well as the knowledge, skills and abilities required to perform the work. Based on this information, CPS will develop final classification specifications for the County's management series. The cost of this study is \$37,255 and is available within the 2011-2012 Adopted Final Budget.

Budget Unit	Recommended			Description
	Appropriations	Revenue	Fund Balance/ Retained Earnings	
CEO - Ops & Services	\$3,900	\$3,900	\$0	Increase appropriations for PFF revenue for the inflationary update study
Total	\$3,900	\$3,900	\$0	

Staffing Requests: The Department is requesting to restore two unfunded vacant Confidential Assistant III positions for administrative support in the Capital Projects division in response to workload increases. These positions are block-budgeted; however, the Department anticipates filling them at the Confidential Assistant II level. Funding for these positions is available within the 2011-2012 Adopted Final Budget and anticipated to continue over the next several years as various capital projects move forward to completion.

CHIEF EXECUTIVE OFFICE STAFFING RECOMMENDATIONS AFFECTING ALLOCATION COUNT					
BUDGET UNIT	POSITIONS	POSITION NUMBER	CLASSIFICATION	REQUEST	RECOMMENDATION
CEO Operations & Services	2	6151, 9677	Confidential Assistant III	Restore unfunded positions	Restore vacant positions
CEO CHANGES	2				
Beginning Allocation	50				
Changes in Allocation	2				
Ending Allocation	52				

Summary of Recommendations: It is recommended to increase appropriations and revenue by \$3,900 to receive Public Facilities Fees (PFF) for the inflationary update. It is further recommended the staffing changes described and outlined in the table above be adopted.

CHIEF EXECUTIVE OFFICE - RISK MANAGEMENT DIVISION

Staffing Requests: The Department is requesting to block budget two Confidential Assistant II positions at the Confidential Assistant III level. In Fiscal Year 2010-2011 the Risk Management Division restructured, downsizing from 14 full-time allocated positions to 10 positions while maintaining the existing classifications of support staff. After six months of operating under the new organizational structure, it has been determined that the Department needs greater flexibility in administering its programs. In addition, block budgeting the positions to the Confidential Assistant III level will offer consistency with the classification level of comparable confidential support staff in the Chief Executive Office, Operations and Services Division. Incumbents would be eligible for promotion upon demonstration of knowledge, skills and abilities to meet the qualifications and demands of the higher level classification. Additional costs will be absorbed in the Department's existing appropriations.

CEO - RISK MANAGEMENT DIVISION TECHNICAL ADJUSTMENTS TO POSITION ALLOCATION					
BUDGET UNIT	POSITIONS	POSITION NUMBER	CLASSIFICATION	REQUEST	RECOMMENDATION
CEO - Risk Management Division	2	6660, 7906	Confidential Assistant II	Reclassify upward-block budget	Confidential Assistant III-block budget

Summary of Recommendations: It is recommended the staffing changes described and outlined in the table above be adopted.

COUNTY COUNSEL

The Department is requesting to increase expenditures by \$112,000 to fund a Deputy County Counsel V position for the last seven months of the 2011-2012 Fiscal Year. This position will be funded through the Community Services Agency (CSA). County Counsel has met with the CSA and has agreed to provide additional legal representation and support services needed by the Agency. At Final Budget CSA identified the need for additional services of one Deputy County Counsel to respond to growth in contested hearings, to address legal issues that come before the Court, and to avoid continuances and provide timely resolution of cases to benefit the children served in Child Welfare Service. County Counsel is now requesting increased appropriations and estimated revenue to fund a vacant Deputy County Counsel V position.

Budget Unit	Recommended			Description
	Appropriations	Revenue	Fund Balance/ Retained Earnings	
County Counsel	\$112,000	\$112,000	\$0	7 months of a Deputy County Counsel V position funded from increased charges for services
Total	\$112,000	\$112,000	\$0	

Summary of Recommendations: It is recommended to increase appropriations and estimated revenue by \$112,000.

GENERAL SERVICES AGENCY

The General Services Agency (GSA) Central Services Division is requesting the use of \$5,000 in retained earnings to repair the asphalt driveway at the Modesto Warehouse located at County Center III. The driveway has eroded over time, and the current condition makes it difficult to use the forklift for loading and unloading shipments safely. This repair will bring the level of the driveway up to the level of the warehouse entry. As of October 1, 2011, GSA-Central Services retained earnings balance was \$140,343; use of these funds as requested will decrease the balance to \$135,343.

Budget Unit	Recommended			Description
	Appropriations	Revenue	Fund Balance/ Retained Earnings	
GSA - Central Services	\$5,000	\$0	\$5,000	Increase appropriations and decrease retained earnings to repair warehouse asphalt driveway.
Total	\$5,000	\$0	\$5,000	

Summary of Recommendations: It is recommended to increase appropriations by \$5,000 to repair the Modesto Warehouse asphalt driveway. This action will result in a decrease to retained earnings by a corresponding amount.

STRATEGIC BUSINESS TECHNOLOGY

The PeopleSoft Human Resource Management System (HRMS) 9.1 Upgrade Project required additional hardware for the production environment. Strategic Business Technology utilized appropriations designated in fixed assets to expedite the purchase and not delay the progress of the project since the expenditure

was over \$5,000. The project was on a specific time-line and delay could add additional licensing cost. PeopleSoft 9.1 HRMS was successfully upgraded in October 2011.

Strategic Business Technology is requesting a transfer of \$14,121 in appropriations from Services and Supplies to fixed assets in the HRMS Upgrade project budget. The funds will then be abated back to Strategic Business Technology budget to cover the original hardware purchase.

Budget Unit	Recommended			Description
	Appropriations	Revenue	Fund Balance/ Retained Earnings	
SBT - HRMS Upgrade Project	(\$14,121)	\$0	(\$14,121)	Transfer from Services & Supplies to fixed assets for hardware for the production environment.
SBT - HRMS Upgrade Project	\$14,121	\$0	\$14,121	Transfer to fixed assets from Services & Supplies for hardware for the production environment.
Total	\$0.00	\$0.00	\$0.00	

Staffing Requests: The Department is requesting to restore one unfunded vacant Systems Engineer II position to support the WAN/LAN needs for the County. This position would support the existing Systems Engineer to cover the connectivity for the entire County, including the Voice over Internet Protocol (VoIP). Staff coverage is critical to providing overall services needed and requires primary and secondary support levels to handle all tasks required of this role. Funding for the position is included in the Department's existing appropriations.

SBT STAFFING RECOMMENDATIONS AFFECTING ALLOCATION COUNT					
BUDGET UNIT	POSITIONS	POSITION NUMBER	CLASSIFICATION	REQUEST	RECOMMENDATION
Strategic Business Technology	1	7152	Systems Engineer II	Restore unfunded position	Restore vacant position
SBT CHANGES	1				
Beginning Allocation	22				
Changes in Allocation	1				
Ending Allocation	23				

Summary of Recommendations: It is recommended to transfer \$14,121 of appropriations into fixed assets in the HRMS Upgrade project budget. It is further recommended the staffing changes described and outlined in the table above be adopted.

SUMMARY

Overall, appropriations and estimated revenue for Efficient Delivery of Public Services are recommended to increase by \$120,900 and by \$115,900 respectively. This is funded through the use of \$5,000 of available departmental retained earnings.

**STAFFING RECOMMENDATIONS
FISCAL YEAR 2011-2012 FIRST QUARTER BUDGET--ATTACHMENT B**

DEPARTMENT	BUDGET UNIT	POSITIONS	POSITION NUMBER	CLASSIFICATION	REQUEST	RECOMMENDATION
Alliance Worknet	Alliance Worknet	-1	998	Family Services Supervisor	Unfund vacancy	Unfund vacant position
		1	8133	Administrative Clerk II	Restore unfunded position	Restore vacant position
Assessor	Assessor	1	1511	Manager IV	Restore unfunded position	Restore vacant position
Boards of Supervisors	Board of Supervisors	-1	7923	Confidential Assistant III	Delete filled position	Delete position/Reduction-in-Force effective 12/31/11
Chief Executive Office	Operations & Services	2	6151, 9677	Confidential Assistant III	Restore unfunded positions	Restore vacant positions
	Risk Management Division	0	6660, 7906	Confidential Assistant II	Reclassify upward-block budget	Confidential Assistant III-block budget
Community Services Agency	Services and Support	2	3689, 8699	Account Clerk III	Restore unfunded positions/Reclassify upward	Family Services Specialist II
		1	9418	Account Clerk III	Restore unfunded position/Reclassify upward	Family Services Specialist IV
		1	12019	Accountant II	Restore unfunded position/Reclassify downward	Storekeeper I
		1	8895	Accountant II	Restore unfunded position	Restore vacant position
		3	3498, 10726, 10728	Administrative Clerk II	Restore unfunded positions/Reclassify upward	Family Services Specialist II
		2	3294, 9208	Administrative Clerk II	Restore unfunded positions	Restore vacant positions
		2	2942, 10665	Administrative Clerk III	Restore unfunded positions/Reclassify upward	Family Services Specialist II
		1	9213	Application Specialist III	Restore unfunded position/Reclassify downward	Family Services Specialist II
		2	1725, 3603	Confidential Assistant III	Restore unfunded positions/Reclassify downward	Family Services Specialist II
		2	1556, 1608	Manager II	Restore unfunded positions/Reclassify downward	Family Services Specialist II
		2	8869, 1676	Manager II	Restore unfunded positions/Reclassify downward	Family Services Supervisor
		1	1604	Manager III	Restore unfunded position/Reclassify downward	Family Services Specialist II
		1	1554	Manager IV	Restore unfunded position/Reclassify downward	Family Services Supervisor
		1	7439	Social Services Assistant	Restore unfunded position/Reclassify upward	Family Services Specialist II
		1	276	Social Worker III	Restore unfunded position/Reclassify downward	Family Services Specialist II
		9	561, 6539, 6541, 8126, 8185, 484, 8966, 9218, 549	Social Worker IV	Restore unfunded positions/Reclassify downward	Family Services Specialist II
		2	8188, 9688	Social Worker IV	Restore unfunded positions	Restore vacant positions
		3	11474, 10852, 10754	Social Worker Supervisor II	Restore unfunded positions/Reclassify downward	Family Services Specialist II
		1	6546	Social Worker Supervisor II	Restore unfunded position	Restore vacant position
		1	936	Software Developer/Analyst III	Restore unfunded position/Reclassify downward	Family Services Specialist II
		1	2228	Supv Acct Admin Clerk II	Restore unfunded position/Reclassify downward	Family Services Specialist II
		1	1187	Systems Technician I	Restore unfunded position/Reclassify upward	Family Services Specialist II
		-1	8184	Social Worker IV	Unfund vacancy	Unfund vacant position
		1	NEW	Social Worker IV	Add new position	Social Worker IV
Department of Environmental Resources	Environmental Resources	-1	2061	Accountant II	Unfund vacancy	Unfund vacant position

STAFFING RECOMMENDATIONS
FISCAL YEAR 2011-2012 FIRST QUARTER BUDGET--ATTACHMENT B

DEPARTMENT	BUDGET UNIT	POSITIONS	POSITION NUMBER	CLASSIFICATION	REQUEST	RECOMMENDATION
Health Services Agency	Public Health	1	9444	Manager II	Restore unfunded position	Restore vacant position
		1	8376	Community Health Worker III	Restore unfunded position/Reclassify downward	Community Health Worker II
		-1	814	Staff Services Technician	Unfund vacancy	Unfund vacant position
		-1	3252	Administrative Secretary	Unfund vacancy	Unfund vacant position
Probation	Institutional Services	-2	8766, 9279	Legal Clerk III	Transfer out	Transfer to Field Services
	Field Services	2	8766, 9279	Legal Clerk III	Transfer in	Transfer from Institutional Services
Public Works	Administration	0	9730	Software Developer II	Reclassify upward-block budget	Software Developer/Analyst III-block budget
Strategic Business Technology	Strategic Business Technology	1	7152	Systems Engineer II	Restore unfunded position	Restore vacant position
CHANGES TO POSITION ALLOCATION REPORT		43				
TOTAL CURRENT AUTHORIZED POSITIONS		3,665				
Reduction-in-Force		-1				
Unfund Vacant Positions		-5				
Restore Unfunded Positions		48				
Add New Position		1				
RECOMMENDED AUTHORIZED POSITIONS		3,708				

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

Attachment C

Department	Budget Unit	Contractor	Brief Description of Service Provided or Position Held	Previous Contractual Amount and Period	Proposed Contract Amount and Period	Cumulative Contract Total
Chief Executive Office	Office of Emergency Services	Davis, Dan	Plan development for EOC processes and procedures and agriculture plans funding through the Homeland Security Grant Program	\$80,000 7/1/09-6/30/11	\$52,000 7/1/11-6/30/12	\$132,000
Chief Executive Office	Office of Emergency Services	Funk, David	Plan Development for EOC procedures (\$16,000) and NIMS/ICS training for first responders (\$34,000) funding by the Homeland Security Grant Program	\$182,593 7/1/09-6/30/11	\$50,000 7/1/11-6/30/12	\$232,593
Chief Executive Office	Office of Emergency Services	Holmer, Chris	Finalize Emergency Operations Plans, Emergency Functions and emergency response plans. Funding through the Homeland Security Grant Program	\$105,000 7/1/09-6/30/11	\$35,000 7/1/11-6/30/12	\$140,000
Chief Executive Office	Operations & Services	Colacchia, Gino	Project Manager	\$24,000 5/16/11-6/30/11	\$168,200 7/1/11-6/30/12 Increase contract amount	\$192,200
CEO-Risk Management	Risk Management General Liability	Shute Mihaly & Weinberger	Legal Services	\$163,124 7/1/09-6/30/11	\$10,000 7/1/11-6/30/12	\$173,124
CEO-Risk Management Division	Risk Management Division	Keenan & Associates	Benefit Consultants	\$160,678 7/1/09-6/30/11	\$40,000 7/1/11-6/30/12 Increase Contract Amount	\$200,678

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

Attachment C

Department	Budget Unit	Contractor	Brief Description of Service Provided or Position Held	Previous Contractual Amount and Period	Proposed Contract Amount and Period	Cumulative Contract Total
Community Services Agency	Services & Support	Aspiranet	Transitional Housing Program Plus (THP+) Services for former Foster Care Youth	\$849,186 5/6/09-6/30/12	\$110,395 7/1/11-6/30/12 Increase Contract Amount	\$959,581
Community Services Agency	Services & Support	Children's Crisis Center	Visitation Scheduling and Supervised Visits	\$21,250 7/1/11-6/30/12	\$20,000 7/1/11-6/30/12 Increase Contract Amount and Add Scope of Work	*\$41,250
Alliance WorkNet	Alliance WorkNet	Guardsmark, LLC	Security Services	N/A	\$23,149 7/1/11-6/30/12	*\$23,149
Community Services Agency	Services & Support	Guardsmark, LLC	Security Services	N/A	\$334,116 7/1/11-6/30/12	\$334,116
Department of Child Support Services	Child Support Services	Guardsmark, LLC	Security Services	N/A	\$72,609 7/1/11-6/30/12	*\$72,609
Health Services Agency	Public Health	Guardsmark, LLC	Security Services	N/A	\$8,393 7/1/11-6/30/12	*\$8,393
Community Services Agency	Services & Support	International Rescue Committee	Refugee Services	\$1,076,777 11/4/09-6/30/12	\$16,000 7/1/11- 6/30/12 Increase Contract Amount	\$1,092,777
Community Services Agency	Services & Support	San Bernardino County	C-IV Maintenance & Operation	\$13,269,013 7/1/09-6/30/12	\$2,966 7/1/11-6/30/12 Increase Contract Amount and add Scope of Work	\$13,271,979
Community Services Agency	Services & Support	San Bernardino County	Contact Center	N/A	\$631,305 11/1/11-6/30/12	\$631,305

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

Attachment C

Department	Budget Unit	Contractor	Brief Description of Service Provided or Position Held	Previous Contractual Amount and Period	Proposed Contract Amount and Period	Cumulative Contract Total
Community Services Agency	Services & Support	San Bernardino County	StanWORKs Lobby Management	N/A	\$1,940,328 11/1/11-6/30/12	\$1,940,328
Community Services Agency	Services & Support	San Bernardino County	Scanning for Non-Managed	N/A	\$2,766 11/1/11-6/30/12	*\$2,766
Community Services Agency	Services & Support	San Bernardino County	15 Scanners	N/A	\$35,625 11/1/11-6/30/12	*\$35,625
Community Services Agency	Services & Support	San Bernardino County	Kiosk's for Lobby	N/A	\$20,000 11/1/11-6/30/12	*\$20,000
Community Services Agency	Services & Support	Telcion Communications Group	Tele-communication Services	N/A	\$40,000 11/1/11-6/30/12	*\$40,000
Community Services Agency	Services & Support	Philip Trompeter	Psych Evaluations & Witness Fees	\$114,001 7/1/09-6/30/12	\$20,000 7/1/11-6/30/12	\$134,001
Environmental Resources	Landfill - Geer	WDC Exploration & Wells	Well Abandonment & Well Installation	\$96,150 4/1/10-12/1/10	\$55,863 7/1/11-6/30/12	\$152,013
Health Services Agency	Clinic & Ancillary/Indigent Health Care Program	Davis Wright Tremaine	Healthcare Legal Services	\$187,471 7/1/09-6/30/11	\$150,000 7/1/11-6/30/12	\$337,471
Health Services Agency	Indigent Health Care Program	Doctors Medical Center	Emergency Medical Services SB 12/612 Hospitals Fund	\$150,000 7/1/09-6/30/11	\$297,686 7/1/11-6/30/12	\$447,686

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

Contract Summary Sheet
All Funds
Contracts between \$50,000-\$100,000

Department	Budget Unit	Contractor	Brief Description of Service Provided or Position Held	Previous Contractual Amount and Period	Proposed Contract Amount and Period	Cumulative Contract Total
Auditor-Controller	Various Departments	MGT of America, Inc.	Annual SB 90 Claims	\$45,500 7/1/10-6/30/11	\$45,500 7/1/11-6/30/12	\$91,000
Chief Executive Office	Operations & Services	Nossaman LLP	Legal Services	N/A	\$85,000 9/22/11-9/21/12	*\$85,000
Chief Executive Office	Risk Management	Nossaman LLP	Legal Services	N/A	\$15,000 9/22/11-9/21/12	*\$15,000
CEO-Risk Management Division	Risk Management General Liability Self-Insurance	Kroloff, Belcher, Smart, Perry & Christopherson	Legal Services	N/A	\$100,000 7/1/11-6/30/12	\$100,000
Community Services Agency	Services & Support	Carmicheal, Cheryl	Psych Evaluations, Bonding Studies & Witness Fees	\$85,150 7/1/09-6/30/12	\$10,000 7/1/11-6/30/12 Increase Contract Amount	\$95,150
Community Services Agency	Services & Support	Cooperative Personnel Services dba CPS HR Consulting	Task Review Studies	\$70,000 8/1/11-6/30/12	\$10,000 8/1/11-6/30/12 Increase Contract Amount	\$80,000
Health Services Agency	Clinic & Ancillary	Toyon Associates Inc.	Rural Health Cost Report	\$13,768 7/1/09-6/30/11	\$50,000 7/1/11-6/30/12	\$63,768

*Contract totals listed that are less than \$50,000 represent separate contracts where the total contracted services with vendor exceed \$50,000



FIRST QUARTER REPORT
2011-2012



RICHARD W. ROBINSON
Chief Executive Officer

First Quarter Goals

- Provide quarterly revenue and expenditure summaries for County programs
- Recommend adjustments to County budgets since the adoption of the Final Budget in September 2011
- Identify and provide status of the County's ongoing challenges and issues based on current information

The 2011-2012 First Quarter Report is organized by the seven Board of Supervisors Priorities of:

A Safe Community;

A Healthy Community;

A Strong Local Economy;

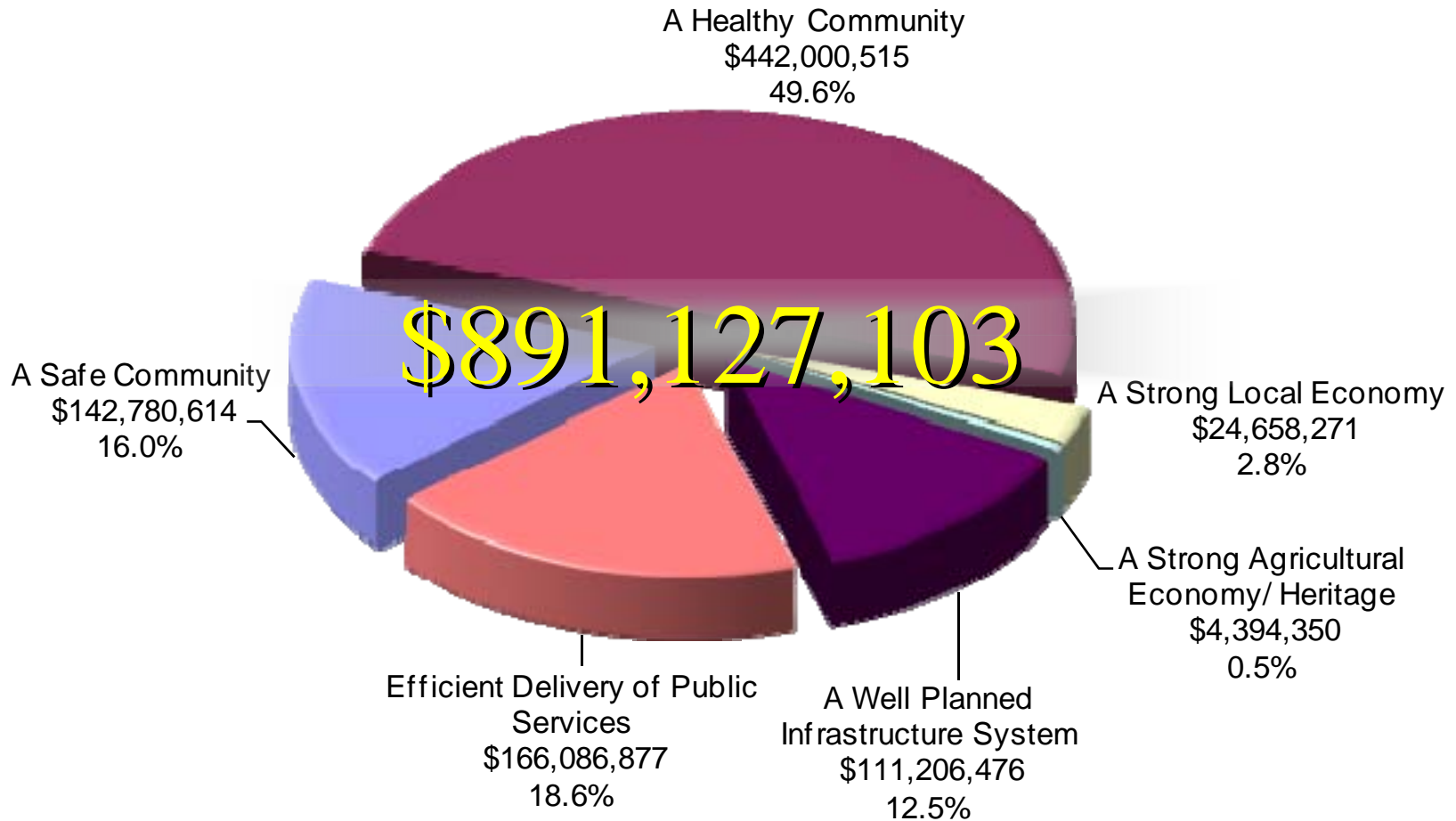
Effective Partnerships;

A Strong Agricultural Economy/Heritage;

A Well Planned Infrastructure System; and

Efficient Delivery of Public Services

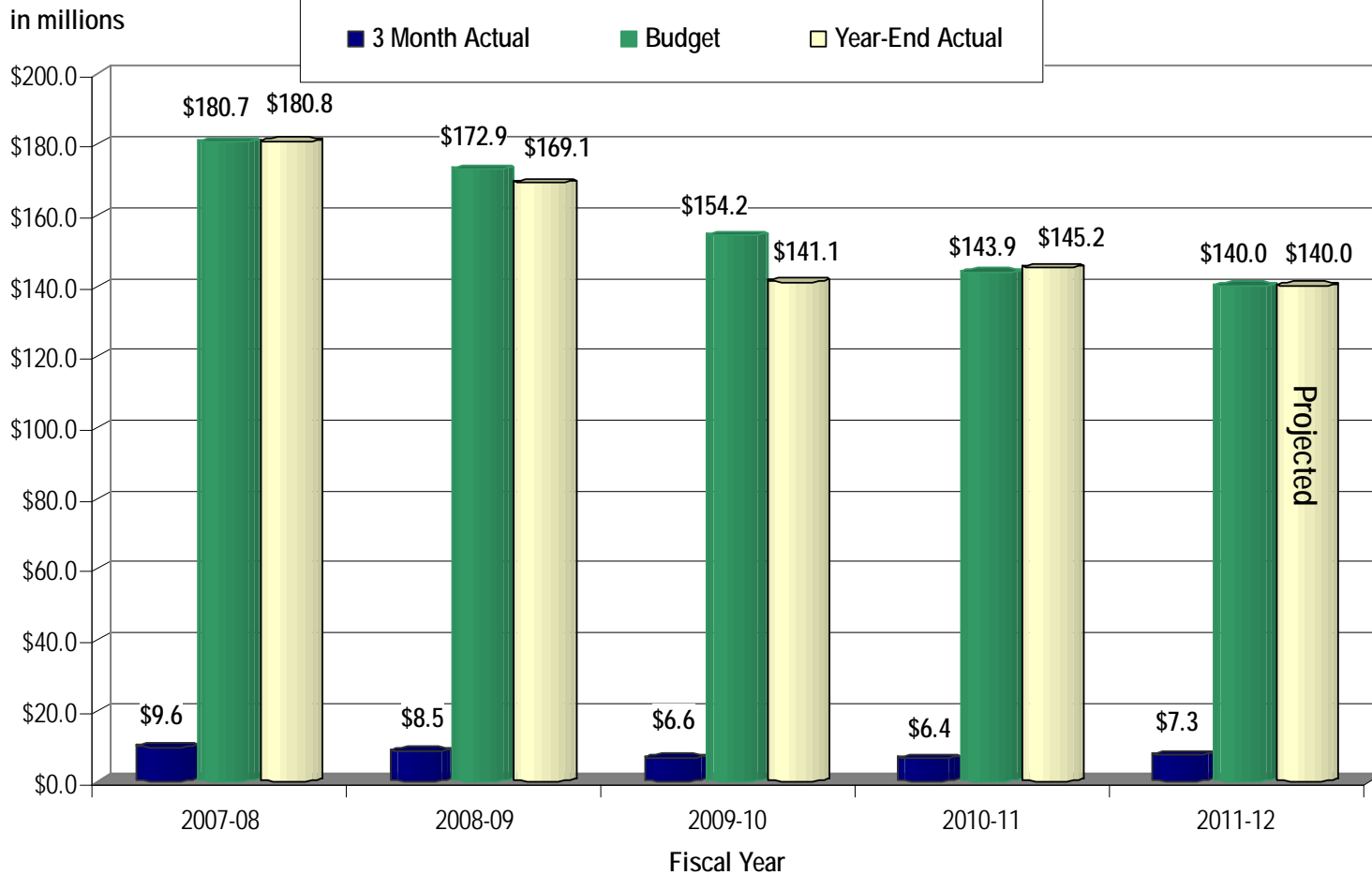
Final Adopted Budget 2011-2012



Adjustments by Priority

	Recommended Appropriations	Recommended Revenue	Use of Recommended Fund Balance / Retained Earnings	Appropriations for Contingencies
A Safe Community	\$18,172	\$97,036	(\$78,864)	\$0
A Healthy Community	\$3,563,156	\$3,563,156		\$0
A Strong Local Economy	\$1,219,106	\$1,219,106		\$0
A Strong Agricultural Economy/Heritage	\$0	\$0		\$0
A Well Planned Infrastructure System	\$1,490,000	\$1,490,000		\$0
Efficient Delivery of Public Services	\$120,900	\$115,900	\$5,000	\$0
Total	\$6,411,334	\$6,485,198	(\$73,864)	\$0

Discretionary Revenue



A Safe Community

	Recommended Appropriations	Recommended Revenue	Recommended Fund Balance / Retained Earnings	Appropriations for Contingencies
A Safe Community	\$18,172	\$97,036	(\$78,864)	\$0

District Attorney:

\$18,172 increase in appropriations for Rural Crimes Prevention Program and \$78,864 increase in revenue for Vertical Prosecution Block grant.

A Healthy Community

	Recommended Appropriations	Recommended Revenue	Recommended Fund Balance / Retained Earnings	Appropriations for Contingencies
A Healthy Community	\$3,563,156	\$3,563,156	\$0	\$0

Behavioral Health and Recovery Services

\$170,000 increase in appropriations and revenue for sober living placements for the Adult Drug Court program funded by California Emergency Medical Agency (Cal EMA) grant.

A Healthy Community

Community Services Agency (CSA)

\$3,393,156 increase in appropriations and revenue funded by State and Federal allocations for:

- **Restoration of 41 positions to adequately address increased customer need and to meet mandated workloads**
- **Lobby automation redesign/software upgrade**
- **Funding for positions in other departments that partner with CSA on various programs**

A Strong Local Economy

	Recommended Appropriations	Recommended Revenue	Recommended Fund Balance / Retained Earnings	Appropriations for Contingencies
A Strong Local Economy	\$1,219,106	\$1,219,106	\$0	\$0

Alliance Worknet:

\$1,219,106 increase in appropriations and revenue due to one time Federal Funding to provide employment and training.

A Well Planned Infrastructure System

	Recommended Appropriations	Recommended Revenue	Recommended Fund Balance / Retained Earnings	Appropriations for Contingencies
A Well Planned Infrastructure System	\$1,490,000	\$1,490,000	\$0	\$0

Environmental Resources:

\$300,000 increase in appropriations and revenue for work required under the Cease and Desist Order issued by the California Water Quality Control Board in April 2011 using funds in the Geer Road Landfill Closure/Post Closure Fund.

A Well Planned Infrastructure System

Parks and Recreation:

\$400,000 increase in appropriations and revenue for one-time improvements including vehicle replacement, bridge repairs and waste water treatment plant upgrades. Revenue increase due to recently approved fee adjustments and increased visitations at Woodward Reservoir.

A Well Planned Infrastructure System

Public Works:

\$790,000 increase in appropriations and revenue for replacement of vehicles to comply with California Air Resources Board requirements, funded 100% by a Congestion Mitigation and Air Quality (CMAQ) grant.

Efficient Delivery of Public Services

	Recommended Appropriations	Recommended Revenue	Recommended Fund Balance / Retained Earnings	Appropriations for Contingencies
Efficient Delivery of Public Services	\$120,900	\$115,900	\$5,000	\$0

Chief Executive Office:

\$3,900 increase in appropriations and revenue for annual Public Facilities Fees (PFF) inflationary Update funded by the use of PFF Administrative Fees.

Efficient Delivery of Public Services

County Counsel:

\$112,000 increase in appropriations and revenue for a vacant Deputy County Counsel position funded by CSA for legal support in Child Welfare Service division.

General Services Agency:

\$5,000 increase in appropriations to repair asphalt driveway at the warehouse located in Modesto at County Center III, using departmental retained earnings.

Staffing Recommendations

Total Current Authorized Positions	3,665
Assessor restoration of one position	1
Chief Executive Office restoration of 2 positions	2
Community Services Agency restoration of 41 positions	41
Strategic Business Technology restoration of one position	1
Board of Supervisors deletion of one position	-1
Environmental Resources unfunding on position	-1
Total Added positions	43
Total Authorized Positions with Approval of the Recommended First Quarter Budget	3,708

Classification Comparison

RATIO OF MANAGEMENT EMPLOYEES			
As of Date	Total Number of Employees	Total Number of Management Employees	Percent of Management Employees
July 1, 2011	3429	256	7.47%
July 1, 2010	3675	279	7.59%
July 1, 2009	3907	300	7.68%
July 1, 2008	4048	303	7.49%

Current Issues and Challenges

- The County continues to work through negotiations and impasse process with two of the twelve County labor groups who failed to ratify the Healthcare Agreement.

Current Issues and Challenges

- **Foster Care Assistance exposure of \$3.4 million, up from \$1.9 million, reported in Adopted Final Budget due to loss of Federal Medical Assistance Percentages (FMAP) funding, court ordered/legislated increased foster care rate and an increase to the number of children requiring care.**

Current Issues and Challenges

- **In-Home Supportive Services Provider Wages and Benefits exposure of \$2.1 million due to loss of FMAP funding.**
- **General Assistance projected at \$88,000, down from \$160,000, due to increased need for assistance for those not eligible for other assistance programs.**

County Budget


HOME VISITORS DOING BUSINESS COUNTY SERVICES ONLINE SERVICES

Stanislaus County

Search... Go Shortcut Menu Go

COUNTY BUDGET

- Budget Home
- Instructions to Departments
- Previous Budgets
- Previous Capital Improvement Plans
- Stanislaus County Home




This page is dedicated to Budgets and Capital Improvement Plans.

[2011-2012 Budgets](#)

- [1st Quarter Budget](#)
[PDF - 44 pages]

All files in PDF format require Acrobat Reader, which allows "view" and "printing of the documents."

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[Recommended Final Budget Addendum 2011-2012](#)
[PDF - 135 pages]

[Recommended Proposed Budget 2011-2012](#)
[PDF - 551 pages]

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- [Community Profile](#)
[PDF - 4 pages]
- [County Org Chart and Board Priorities](#)
[PDF - 4 pages]
- [Financial Policies and Schedules](#)
[PDF - 25 pages]

Local intranet

Staff Recommendations

- 1. Accept the Chief Executive Officer's First Quarter Financial Report for Fiscal Year 2011-2012.**
- 2. Authorize the Chief Executive Officer and the Auditor-Controller to make the necessary adjustments as recommended in the First Quarter Financial Report.**

Staff Recommendations

- 3. Amend the Salary and Position Allocation Resolution to reflect the recommendations included as part of the First Quarter Financial Report, as outlined in the Staffing Impacts section of this report and detailed in Attachment B to be effective with the start of the November 5, 2011 pay period.**

Staff Recommendations

- 4. Approve the reduction-in-force of one filled position in the Board of Supervisors Division budget effective December 31, 2011.**
- 5. Approve contracts and/or agreements listed on Attachment C in cumulative amounts of \$100,000 or greater since July 1, 2009.**



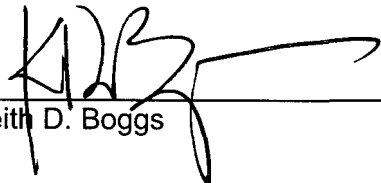
QUESTIONS

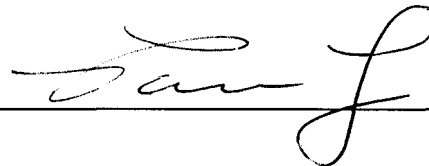
This Agreement has been signed by the parties or their duly authorized representatives to become effective as of the date referenced on the first page.

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

COUNTY OF STANISLAUS

**INTERNATIONAL RESCUE
COMMITTEE, INC.**

By: 
Keith D. Boggs

By: 

Title: Deputy Executive Officer
GSA Director/Purchasing Agent

Title: CEO

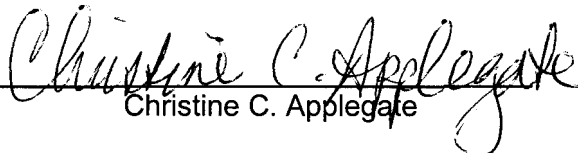
Dated: 11.4.11

Dated: 10-20-11

**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: 10/10/11

Dated: 11/2/11

COUNTY OF STANISLAUS

Approved per BOS Item #: 2011-6666

Dated: 11/1/11

RECEIVED
NOV 04 2011
GENERAL SERVICES AGENCY

**INTERNATIONAL RESCUE COMMITTEE, INC.
 AGREEMENT TO PROVIDE
 REFUGEE SOCIAL SERVICES EMPLOYMENT SERVICES
 JULY 1, 2011 THOUGH JUNE 30, 2012
 AGREEMENT BUDGET**

<u>BUDGET CATEGORY</u>	<u>TOTAL</u>
Personal Services	
Salaries	\$201,215
Fringe Benefits (Invoice actual employer paid only)	\$ 54,555
Total Personal	\$255,770
Operating Expenses	\$103,812
Indirect (9.42% except for \$25,000 for transportation)	\$31,418
Total Costs	<u>\$391,000</u>

RECEIVED
 NOV 04 2011
 GENERAL SERVICES AGENCY

California SAWS Consortium IV



**County Purchase ST-04-2011
Stanislaus County - Pilot for Scanning from Non-Managed
Workstations**



I. Overview:

Stanislaus County has requested access to scan from non-managed workstations via a network connection to C-IV from its Community Services Agency (CSA) main office located at 251 E. Hackett Road in Modesto, California. As such, this County Purchase outlines the one-time Administrative charges for implementing a pilot of that connectivity. The scope of this County Purchase includes the following:

- Administrative Charges

Assumptions:

- The Total Cost is an estimate and subject to changes at the time of ordering. The final cost will be provided to the Consortium at the time of invoicing.
- This County Purchase does not include new equipment; existing infrastructure equipment at the CSA main office will be used in this solution.
- This County Purchase does not include new telecommunications services; existing telecommunications services at the CSA main office will be used in this solution.
- C-IV Service Level Agreement (SLAs) will be maintained for the managed workstations at the CSA Main office.
- There are no SLAs for scanning access for non-managed workstations.
- Contractor staff will re-configure the existing network infrastructure at the CSA main office to allow scanning access for non-managed workstations on the County network.
 - The existing connection will provide bandwidth for 200 non-managed workstations. If the County wishes to increase the number of non-managed workstations beyond 200, then additional charges for equipment, labor and production operations may apply.
 - The access to the C-IV network connection ("Access") for scanning from non-managed workstations will be in addition to the access for managed workstations to the C-IV network connection.
 - All non-managed workstations will continue to access the C-IV Application through the County non-managed network connection.
- All scanners connected to non-managed workstations with Access must be of the Consortium-approved models (Fujitsu FI-6130, Fujitsu FI-6240 and Fujitsu FI-6670a). Additionally, one ImageNow CaptureNow license is required on each scanning workstation with Access.
- Following implementation of this solution, if the Project determines that the Access for scanning from non-managed workstations is impacting performance of managed workstations:
 - The Project may disconnect the Access for non-C-IV workstations from the network.
 - Additional infrastructure equipment (routers, switches, etc.) or telecommunications services may be required to support the non-managed



connection. Charges related to these additional requirements will be included in a separate County Purchase.

- Stanislaus County CSA IT personnel will be responsible for the following:
 - Providing two 100Mbps or two 1Gbps Ethernet connection points from the county infrastructure to which C-IV routers can be connected.
 - Providing a route and appropriate security access control in the county network to get to the Access.
 - Install the imaging (ImageNow) client on the non-managed workstations and configure it to the correct server (instructions will be provided by C-IV).
 - Coordinating and executing any testing efforts on the County side.
- The County must approve this County Purchase as well as provide an approved Advanced Planning Document (APD) by December 31, 2011. Otherwise, the estimates provided in this County Purchase will not be valid and a new County Purchase will be required.

II. Schedule:

The charges associated with this County Purchase will be incurred during State Fiscal Year 2011/12.

III. Total Cost:

Total County Purchase Charges	Total Cost
Administrative Charges	\$2,716
Hardware and Software Charges	\$0
Hardware Charges	\$0
Hardware Maintenance and Support Charges	\$0
Software Charges	\$0
Software Maintenance and Support Charges	\$0
Production Operations Charges	\$0
One Time Charges	\$0
Recurring Charges	\$0
Total Charges	\$2,716

IV. References:

This County Purchase is tracked via Unicenter Change Order CO3301-2011.



COUNTY PURCHASE APPROVAL

Subject: County Purchase - ST-04-2011

The subject document is accepted as allowing Accenture LLP to proceed with the subject County Purchase.

Stanislaus County

By: Christine C. Applegate
Printed Name: Christine C. Applegate
Title: Director
Date: 12/20/11

Notice Address:

CSA Stanislaus
251 E. Hackett Road
Modesto, CA 95358

COUNTY OF STANISLAUS

By: Keith D. Boggs
Title: Deputy Executive Officer
GSA Director/Purchasing Agent
Dated: 1.12.12

SAWS CONSORTIUM-IV JOINT POWERS AUTHORITY

By: John Boule
Printed Name: John Boule
Title: C-IV Project Director
Date: 12/22/11

Notice Address:

SAWS Consortium-IV Joint Powers Authority
Attention: C-IV Project Director
11290 Pyrites Way, Suite 150
Rancho Cordova, CA 95670-4481

APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL
BY [Signature]
DATE: 12/16/11

Table of Contents

Inventory of Detailed Worksheets:

- 1 Charges Summary
- 2 Admin Charges
- 3 HW and SW
- 4 Production Operations Charges
- 5 Assumptions

1. Charges Summary

Total County Purchase Charges	Total Cost
Administrative / Services Charges	\$2,716
Hardware and Software Charges	\$0
Hardware Charges	\$0
Hardware Maintenance and Support Charges	\$0
Software Charges	\$0
Software Maintenance and Support Charges	\$0
Production Operations Charges	\$0
One Time Charges	\$0
Recurring Charges	\$0
Total Charges	\$2,716

* Stanislaus will reimburse the C-IV Project for all charges. The charges associated with this County Purchase should not hit the C-IV Project Budget.

2. Admin Charges

Task Description	Quantity	Rate	Total Cost
Planning/Preparation (Hourly)	2	\$ 244	\$488
Implement Infrastructure (Hourly)	4	\$ 151	\$604
Implement Infrastructure (Hourly)	2	\$ 134	\$268
Test Infrastructure (Hourly)	2	\$ 151	\$302
Test Infrastructure (Hourly)	2	\$ 244	\$488
Manage Process (Hourly)	2	\$ 283	\$566
Insert tasks above here. Do not modify this line.			

**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
AGREEMENT TO PROVIDE
CLASSIFICATION/BEST PRACTICES STUDY
NOVEMBER 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 **COOPERATIVE PERSONNEL SERVICES DBA CPS HR CONSULTING**, ("Consultant"), a California Joint Powers Authority, on November 1, 2011.

INTRODUCTION

WHEREAS, County has the need for Fraud Investigations Unit classification/best practices study; 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 thirty (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 Payment of all services provided in accordance with the provisions of this Agreement is 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 insured 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 insured, 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 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 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 Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. 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 insured 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: CPS HR Consulting
Deborah Owen
241 Lathrop Way
Sacramento, CA 95815

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, reimbursement shall be made to the damaged party by Consultant.

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 which 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 reliance was placed by County when this transaction was entered into.

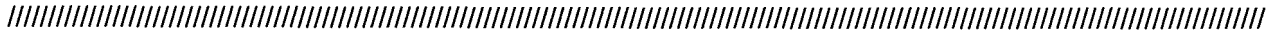
29. COMPLIANCE WITH FALSE CLAIMS ACT

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.




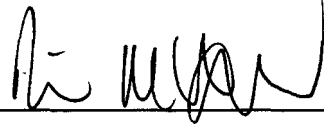
This Agreement has been signed by the parties or their duly authorized representatives to become effective as of the date referenced on the first page.

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

COUNTY OF STANISLAUS

**COOPERATIVE PERSONNEL SERVICES
dba CPS HR CONSULTING**

By: 
Keith D. Boggs

By: 

Title: Deputy Executive Officer,
GSA Director/Purchasing Agent


Title: CHIEF FINANCIAL OFFICER

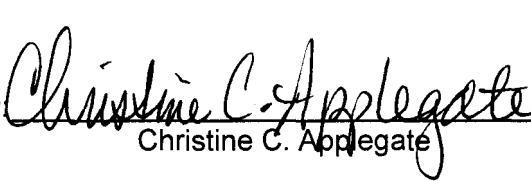
Dated: 12-1-11

Dated: 11-18-2011

**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: 11/4/11

Dated: 11/30/11

COUNTY OF STANISLAUS

Approved per BOS Item #: 2011-537

Approved per BOS Item #: 2011-666

Dated: September 13, 2011

Dated: November 1, 2011

**COOPERATIVE PERSONNEL SERVICES DBA CPS HR CONSULTING
AGREEMENT TO PROVIDE
CLASSIFICATION/BEST PRACTICES STUDY
NOVEMBER 1, 2011 THROUGH JUNE 30, 2012**

I. SCOPE OF WORK:

Consultant shall provide Fraud Investigations Unit, specifically the classifications of Fraud Technician, Special Investigator I, Special Investigator II, and Special Investigator III, Classification/Best Practices study for the Community Services Agency (CSA).

A. Consultant Responsibilities

1. Consultant shall review background materials provided by CSA
2. Consultant shall conduct an initial project meeting with stakeholders to review scope of work, deliverables and goals
3. Collect relevant data from each Fraud Technician and Special Investigator position to develop tools, which include Position Description Questionnaire (PDQ), to ensure job related information is gathered, analyzed and documented consistently to capture employee duties and job responsibilities accurately
4. Conduct employee, supervisor and manager orientation meetings
5. Facilitate PDQ completion and review by supervisors and division manager
6. Receive and review completed PDQs and conduct employee interviews
7. Analyze classification data, including an assessment of duties which require a Peace Officer Standards and Training (POST) certificate
8. Prepare draft classification report and follow up to resolve any outstanding classification issues CSA has with the report
9. Prepare and present final classification report
10. Provide written or verbal interim progress reports to CSA Human Resources Manager

B. CSA Responsibilities

1. Coordinate all meeting schedules, conference calls, facilities and equipment needs
2. Coordinate interview schedules and facilities and distributing project update information to appropriate CSA staff
3. Identify and provide current classification information, personnel policies and procedures

4. Photocopy all study documentation including reports, etc.
5. Coordinating the distribution and collection of PDQs
6. Timely review of draft documents

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 November 1, 2011, through June 30, 2012, shall not exceed \$8,850.
2. This amount shall purchase the following:
 - One unit of service at a fixed rate of \$8,050 for the study
 - Cost reimbursement for incidental expenses up to a maximum of \$800. This amount shall include mileage, printing, copying at actual cost.

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

C. This Agreement shall be effective November 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 **November 2011 through April 2012 services. Billings for 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:

- Unit of service documentation type and date of service, service rate, and total due.
- Invoice shall include the following: type and date of service, including billed travel, copying and printing expenses and total due. Supporting documentation shall include copies of all travel, copying and printing receipts.

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. Payment for travel must be in accordance with County Travel Policy located at <http://www.stancounty.com/auditor/internal-audit-division.shtm>.
4. County retains the right to withhold payment on disputed claims.

**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
AGREEMENT TO PROVIDE
BONDING STUDY, PSYCHOLOGICAL EVALUATION AND
EXPERT COURT TESTIMONY 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 CHERYL K. CARMICHAEL, PH.D., (hereinafter referred to as "Consultant") that the Agreement entered into on July 1, 2011, for the purpose of providing bonding study, psychological evaluation and expert court testimony services is hereby amended as follows:

WHEREAS the need for additional services is required; and

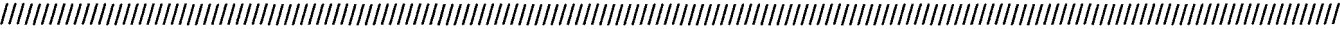
WHEREAS the need for additional services requires additional funds; and

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

EXHIBIT A, III. 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 \$34,975. This amount shall purchase any combination of the following units of services:
 - a. Bonding study at a fixed rate of \$175 per unit
 - b. Psychological evaluation at a fixed rate of \$175 per unit
 - c. Expert court testimony at a fixed rate of \$200 per unit

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

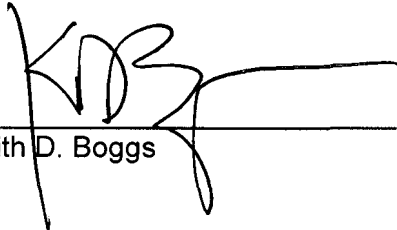


This Agreement has been signed by the parties or their duly authorized representatives to become effective as of the date referenced on the first page.

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

COUNTY OF STANISLAUS

CHERYL K. CARMICHAEL, Ph.D.

By: 
Keith D. Boggs

By: 
Cheryl K. Carmichael, Ph.D.

Title: Deputy Executive Officer
GSA Director/Purchasing Agent

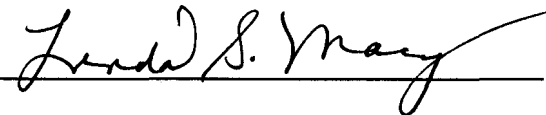
Title: Licensed Psychologist


Dated: 2-8-12

Dated: 2/2/2012

**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: 1-27-12

Dated: 2/6/12

COUNTY OF STANISLAUS

Approved per BOS Item #: 2011-666

Dated: November 1, 2011

**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
AGREEMENT TO PROVIDE
CLASSIFICATION/BEST PRACTICES STUDY
NOVEMBER 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 **COOPERATIVE PERSONNEL SERVICES DBA CPS HR CONSULTING**, ("Consultant"), a California Joint Powers Authority, on November 1, 2011.

INTRODUCTION

WHEREAS, County has the need for Family Services Specialist series classification/best practices study; 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 thirty (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 Payment of all services provided in accordance with the provisions of this Agreement is 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 insured 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 insured, 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 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 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 Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. 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 insured 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: CPS HR Consulting
Deborah Owen
241 Lathrop Way
Sacramento, CA 95815

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, reimbursement shall be made to the damaged party by Consultant.

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 which 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 reliance was placed by County 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.

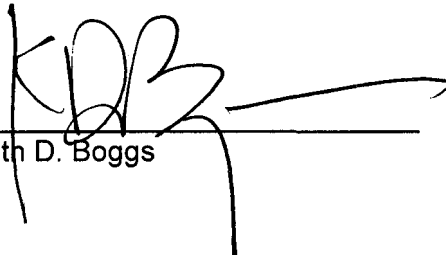


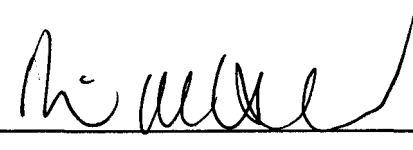
This Agreement has been signed by the parties or their duly authorized representatives to become effective as of the date referenced on the first page.

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

COUNTY OF STANISLAUS

**COOPERATIVE PERSONNEL SERVICES
dba CPS HR CONSULTING**

By: 
Keith D. Boggs

By: 
Christine C. Applegate

Title: Deputy Executive Officer,
GSA Director/Purchasing Agent

Title: CHIEF FINANCIAL OFFICER

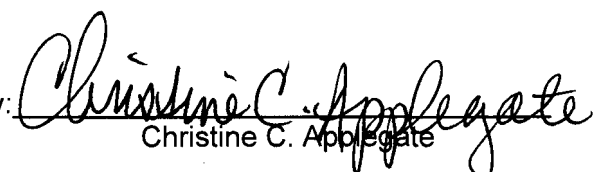
Dated: 12.1.11

Dated: 11-18-2011

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

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

By: 
John P. Doering

By: 
Christine C. Applegate

Title: Deputy County Counsel

Title: Director

Dated: 11/4/11

Dated: 11/30/11

COUNTY OF STANISLAUS

Approved per BOS Item #: 2011-537

Approved per BOS Item #: 2011-666

Dated: September 13, 2011

Dated: November 1, 2011

**COOPERATIVE PERSONNEL SERVICES DBA CPS HR CONSULTING
AGREEMENT TO PROVIDE
CLASSIFICATION/BEST PRACTICES STUDY
NOVEMBER 1, 2011 THROUGH JUNE 30, 2012**

I. SCOPE OF WORK:

Consultant shall provide Family Services Specialists Series Classification/Best Practices study for the Community Services Agency (CSA).

A. Phase I

1. Consultant shall review background materials provided by CSA
2. Consultant shall conduct an initial project meeting with stakeholders to review scope of work, deliverables and goals
3. Notify employees participating in focus group sessions and conduct sessions
4. Analyze concept and document data from focus group sessions. Develop draft classification concept
5. Prepare draft classification report
6. Prepare and present final classification report

B. Phase II

1. Prepare survey and conduct organizational review of comparable social services agencies
2. Benchmark the comparable agencies interviews
3. Classification review of the comparable agencies
4. Prepare draft Best Practices Benchmark report
5. Prepare final Best Practices Benchmark report

C. Provide written or verbal interim progress reports to CSA Human Resources Manager

D. CSA Responsibilities

1. Coordinate all meeting schedules, conference calls, facilities and equipment needs
2. Coordinate employee orientation sessions, focus group sessions, project meetings, interview schedules and facilities
3. Distribute the project update information to appropriate CSA staff

4. Identify and provide current classification information, personnel policies and procedures
5. Photocopy all study documentation including reports, etc.
6. Timely review of draft documents

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 November 1, 2011, through June 30, 2012, shall not exceed \$24,935.
2. This amount shall purchase the following:
 - One unit of service at a fixed rate of \$24,135 for the Classification/Best Practice study
 - Cost reimbursement for incidental expenses up to a maximum of \$800. This amount shall include mileage, printing, copying at actual cost.

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

C. This Agreement shall be effective November 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 **November 2011 through April 2012 services. Billings for 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:

- Unit of service documentation type and date of service, service rate, and total due.
- Cost reimbursement documentation shall include the following: type and date of service, including billed travel, copying and printing expenses and total due. Supporting documentation shall include copies of all travel, copying and printing receipts.

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. Payment for travel must be in accordance with County Travel Policy located at <http://www.stancounty.com/auditor/internal-audit-division.shtm>.
4. County retains the right to withhold payment on disputed claims.

**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
AGREEMENT TO PROVIDE
CLASSIFICATION/BEST PRACTICES STUDY
NOVEMBER 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 **COOPERATIVE PERSONNEL SERVICES DBA CPS HR CONSULTING**, ("Consultant"), a California Joint Powers Authority, on November 1, 2011.

INTRODUCTION

WHEREAS, County has the need for Social Worker series classification/best practices study; 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 thirty (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 Payment of all services provided in accordance with the provisions of this Agreement is 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 insured 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 insured, 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 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 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 Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. 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 insured 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: CPS HR Consulting
Deborah Owen
241 Lathrop Way
Sacramento, CA 95815

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, reimbursement shall be made to the damaged party by Consultant.

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 which 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 reliance was placed by County 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.

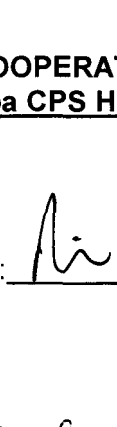
COUNTY OF STANISLAUS

By:  _____
Keith D. Boggs

Title: Deputy Executive Officer,
GSA Director/Purchasing Agent

Dated: 12.1.11

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

By:  _____

Title: Deputy County Counsel

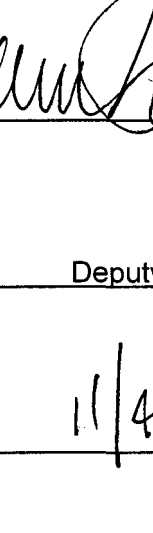
Dated: 11/4/11

COUNTY OF STANISLAUS

Approved per BOS Item #: 2011-537

Dated: September 13, 2011

**COOPERATIVE PERSONNEL SERVICES
dba CPS HR CONSULTING**

By:  _____

Title: CHIEF FINANCIAL OFFICER

Dated: 11-18-2011

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

By:  _____
Christine C. Applegate

Title: Director

Dated: 11/30/11

Approved per BOS Item #: 2011-666

Dated: November 1, 2011

**COOPERATIVE PERSONNEL SERVICES DBA CPS HR CONSULTING
AGREEMENT TO PROVIDE
CLASSIFICATION/BEST PRACTICES STUDY
NOVEMBER 1, 2011 THROUGH JUNE 30, 2012**

I. SCOPE OF WORK:

Consultant shall provide Social Worker Series Classification/Best Practices study for the Community Services Agency (CSA).

A. Consultant Responsibilities

1. Review background materials provided by CSA
2. Conduct an initial project meeting with stakeholders to review scope of work , deliverables and goals
3. Invite employees to an orientation meeting and conduct employee, supervisor and manager orientation meetings
4. Conduct employee focus group meetings to identify the duties and responsibilities which are unique to various program areas and job levels
5. Develop a "pre-populated" Position Description Questionnaire (PDQ) and upon CSA approval, distribute it to all Social Worker incumbents for completion
6. Facilitate PDQ completion and review by supervisors and division managers
7. Review PDQs to obtain an understanding of the duties and responsibilities assigned to each position and job audit those positions that do not appear to match the duties
8. Conduct job audit interviews
9. Analyze all information submitted through the focus group, PDQ and interview processes to identify the different levels of work being performed within the Social Worker classifications
10. Develop and/or revise Social Worker classification plan and/or specifications
11. Present findings and draft report
12. Research and resolve issues from draft classification report review
13. Employee review process allows each employee to receive a copy of the recommendation and provides an appeals process
14. Prepare and present final classification report

15. Provide written or verbal interim progress reports to CSA Human Resources Manager

B. CSA Responsibilities

1. Coordinate all meeting schedules, conference calls, facilities and equipment needs
2. Coordinate employee orientation sessions, focus group sessions, interview schedules and facilities
3. Distribute the project update information to appropriate CSA staff
4. Identify and provide current classification information, personnel policies and procedures
5. Photocopy all study documentation including PDQs, reports, etc.
6. Coordinate the distribution and collection of PDQs and revised classification specifications
7. Timely review of draft documents

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 November 1, 2011, through June 30, 2012, shall not exceed \$38,740.
2. This amount shall purchase the following:
 - One unit of service at a fixed rate of \$37,740 for the study
 - Cost reimbursement for incidental expenses up to a maximum of \$1,000. This amount shall include mileage, printing, copying at actual cost.

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

C. This Agreement shall be effective November 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 **November 2011 through April 2012 services. Billings for 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:

- Unit of service documentation type and date of service, service rate, and total due.
- Invoice shall include the following: type and date of service, including billed travel, copying and printing expenses and total due. Supporting documentation shall include copies of all travel, copying and printing receipts.

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. Payment for travel must be in accordance with County Travel Policy located at <http://www.stancounty.com/auditor/internal-audit-division.shtm>.

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

**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
AGREEMENT TO PROVIDE
VISITATION SCHEDULING SERVICES AND SUPERVISED VISITS
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 **CHILDREN'S CRISIS CENTER OF STANISLAUS COUNTY**, (hereinafter referred to as "Contractor") that the Agreement entered into on July 1, 2011, for the purpose of providing visitation scheduling services and supervised visits 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, I. SCOPE OF WORK:, is hereby deleted and replaced with the following:

Contractor shall provide the following services:

- A. Staff to schedule parent/child visitation appointments, an average of twenty-five (25) hours per week not to exceed forty (40) hours per week, as follows:

Scheduling of parent/child visitations to take place as follows:

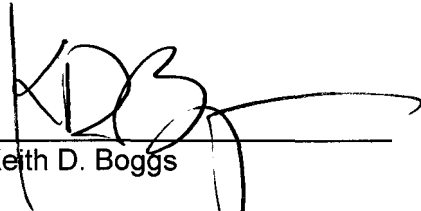
1. Community Services Facility (CSA) at 251 East Hackett Road, Modesto, California, between the hours of 8:00 am and 6:00 pm.
2. Visitation can occur outside of CSA at one of Contractor's approved sites. These visits will be for non-supervised court-ordered visitations at the following sites:
 - a. Modesto: Cricket House: 133 Downey Ave, Modesto. Sun-Sat 8 am - 9 pm
 - b. Oakdale: 246 W. F Street, Oakdale. Mon-Fri 8 am - 9 pm
 - c. Turlock: 1st Methodist Church, 1660 Arbor Way. Mon-Fri 8 am - 5 pm
3. Contractor shall be provided with information necessary to schedule the visitation appointment, by County Social Worker through e-mail or by phone, such as:
 - a. Social Worker's availability
 - b. Contact information for parents/care givers

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

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

By:  _____

By:  _____

Title: Assistant Executive Officer,
GSA Director/Purchasing Agent

Title: Executive Director

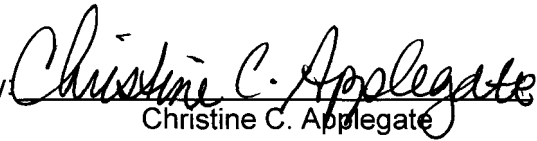
Dated: 4.3.12

Dated: 3-22-12

**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: 3/20/12

Dated: 3/27/12

COUNTY OF STANISLAUS

Approved per BOS Item #: 2011-666

Dated: November 1, 2011