

KH

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

DEPT: Community Services Agency

BOARD AGENDA # \*B-5

Urgent

Routine

AGENDA DATE June 11, 2013

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

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

STAFF RECOMMENDATIONS:

1. Approve the award of three-year agreements by the Community Services Agency for the provision of services for Family Resource Centers to Aspiranet, Center for Human Services (Ceres, West County and East County), Parent Resource Center, and Sierra Vista Child and Family Services (North Modesto and Hughson).
2. Authorize the Director of the Community Services Agency, or her Assistant Director Designee, to finalize and execute the agreements and any amendments, not to exceed the agreement amounts detailed in the Fiscal Impact section.

FISCAL IMPACT:

The agreements total \$6,178,071 for the period effective July 1, 2013 through June 30, 2016. The Children and Families Commission is funding \$4,678,071 and the Community Services Agency (CSA) is funding \$1,500,000 for the three-year period. Appropriations and revenue are included in the Community Service Agency's 2013 - 2014 Proposed Budget. The ongoing appropriations and revenue for the awarded contracts will be included in CSA's budget submission for the succeeding fiscal years.

Continued on Page 2

BOARD ACTION AS FOLLOWS:

No. 2013-269

On motion of Supervisor Monteith, Seconded by Supervisor Withrow  
and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Award Three-Year Agreements for the Provision of Services for Family Resource Centers to Aspiranett, Center for Human Services (Ceres, West County and East County), Parent Resource Center, and Sierra Vista Child and Family Services (North Modesto and Hughson)

Page 2

**FISCAL IMPACT (Continued):**

The Community Services Agency portion is supported with Federal Promoting Safe and Stable Families (PSSF) funding and State Child Abuse Prevention Intervention and Treatment (CAPIT) funding in the amount of approximately \$500,000 per year or up to \$1,500,000 for the three year period. Both program allocations are 100% Federal/State funded. There is no County share requirement to implement these services. As such, there is no cost to the County General Fund for Fiscal Year 2013-2014 through Fiscal Year 2015-2016.

The recommended agreement amounts are listed below by vendor:

Vendor	Zip code Service Area	Recommended Three-year Amount
Aspiranet-Turlock	95380,95382	809,835
Center for Human Services-Ceres	95313,95360,95363 95385,95387	687,543
Center for Human Services-West County	95307, 95328	731,565
Parent Resource Center-Modesto	95351,95354,95358	1,574,118
Sierra Vista Child & Family Services –North Modesto	95350,95355,95356 95357,95368	1,282,455
Sierra Vista Child & Family Services-Hughson	95316,95319,95323, 95326,95329, 95357,95386	468,615
Center for Human Services-East County	95230,95361,95367	623,940
<b>Total Agreements</b>		<b>\$6,178,071</b>

**DISCUSSION:**

The Community Services Agency has collaborated with the Children and Families Commission since 2005 to provide child abuse/neglect prevention, early intervention and support services through Family Resources Centers (FRCs) throughout the community. Stanislaus County currently contracts for seven (7) FRCs operating at ten (10) sites.

The FRCs in Stanislaus County provide family support and strengthening services at the community or neighborhood level. The FRCs will promote child abuse/neglect prevention and early intervention programs through the Differential Response (DR) approach.

Approval to Award Three-Year Agreements for the Provision of Services for Family Resource Centers to Aspiranett, Center for Human Services (Ceres, West County and East County), Parent Resource Center, and Sierra Vista Child and Family Services (North Modesto and Hughson)

Page 3

DR is an alternative intake, assessment and service delivery structure that allows a child welfare agency to respond in a more flexible manner (with three response paths) to referrals of child abuse or neglect. The path is based on the assessed safety and risk reported, as well as the needs, resources, and circumstances of the family.

On January 29, 2013 the Board of Supervisors approved the issuance of a Request for Proposal (RFP) for the provision of Services for Children by Family Resource Centers (FRC). CSA, in partnership with the Children and Families Commission and General Services Agency, issued Request for Proposal #12-68-SS. Priority was given to programs currently serving the needs of children and families which have demonstrated effectiveness in child abuse/neglect prevention, early intervention and support. Priority was also given to proposals that promote, encourage, and develop collaboration between community-based organizations and Family Resource Centers in the proposal area. A review panel of three (3) community members reviewed each proposal based on the information set forth in the RFP packet. The awarded agencies were notified in writing of the intent to award. The RFP provides protocol for proposing agencies to protest the award process. No protests were received.

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

The action of the Board of Supervisors is subsequent to the approval of the Children and Families Commission of these awards. The Commission approved the joint contracts on May 28, 2013.

**POLICY ISSUE:**

Approval of this request to award Family Resource Center contracts supports the Board's priorities of A Healthy Community and Effective Partnerships by collaborating with community partners to develop service programs preventing child abuse and neglect.

**STAFFING IMPACT:**

There is no staffing impact associated with this request.

**CONTACT PERSON:**

Kathryn Harwell, Director 558-2500

**COUNTY OF STANISLAUS  
AGREEMENT TO PROVIDE  
FAMILY RESOURCE CENTERS AND SERVICES  
JULY 1, 2013 THROUGH JUNE 30, 2016**

This AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY AND STANISLAUS COUNTY CHILDREN AND FAMILIES COMMISSION (jointly as "County") and **CENTER FOR HUMAN SERVICES (WESTSIDE FAMILY RESOURCE CENTER)** ("Consultant"), a California non-profit corporation, with an effective date of **JULY 1, 2013**.

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

**INTRODUCTION**

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

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

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

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

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



perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

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

## 2. CONSIDERATION

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

## 3. TERM

- 3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in EXHIBIT A.
- 3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.
- 3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Consultant's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Consultant ceases to be licensed or otherwise

authorized to do business in the State of California, and the Consultant fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

- 3.4 The County may terminate this Agreement upon thirty (30) days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.
- 3.5 County shall notify Consultant in writing within thirty (30) days of any potential Federal or State audit exception. Where findings indicate program requirements are not being met and Federal and/or State participation in this program may be imperiled, written notification will constitute County's intention to terminate this Agreement in the event corrections are not accomplished within thirty (30) days.
- 3.6 This Agreement may be terminated by County upon the giving of thirty (30) days notice of such termination because the services as determined by the Director of Stanislaus County Community Services Agency or the Executive Director of Stanislaus County Children and Families Commission 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 or that of the Executive Director of the Commission to the Board of the Children and Families Commission. The determination by either Board as to the termination shall be final.
- 3.7 Notwithstanding any other provisions of this Agreement, County may terminate the Agreement immediately:
  - A. Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services; or,
  - B. Upon loss of any license(s) required for lawful operation of Consultant's business; or,
  - C. Upon an unauthorized decrease in the required insurance in force; or,
  - D. Upon failure to make payroll payments; or,
  - E. Failure to remit payroll deductions in a timely manner to the appropriate State and Federal government; or,
  - F. Upon failure to substantially meet other financial obligations; or,
  - G. Upon service or a writ of attachment by creditors of Consultant
- 3.8 This Agreement is funded from revenue derived from a tax placed on the sales of cigarettes. The County reasonably believes that such tax revenue will be available to fully fund this Agreement for its term. In the event, however, no funds or insufficient funds are available for payments as determined in the sole discretion of the County. The County will immediately notify Consultant of such occurrence and the Agreement may be terminated by County upon thirty (30) days notice. After this Agreement is terminated under these provisions, County shall have no obligation to make further payments and shall only be obligated for work already performed pursuant to this Agreement
- 3.9 Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

#### 4. WORK SCHEDULE

Consultant is obligated to perform in a timely manner those services and work identified in EXHIBIT A. It is understood by Consultant that the performance of these services and work will require the Consultant to perform the services and work in conformance with the schedule set forth in EXHIBIT A, if

any, and, if there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and concurrence of the County.

5. REQUIRED LICENSES, CERTIFICATES AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. INSURANCE

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

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

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

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

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

that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

- 7.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.
- 7.3 The Consultant shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its officers, officials and employees as additional named insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of the Consultant; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.
- 7.4 The Consultant's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.
- 7.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees.
- 7.6 The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 7.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.
- 7.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.
- 7.9 Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insureds under its insurance policies.
- 7.10 At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant shall furnish County with certificates of insurance and with

original endorsements effecting coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

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

## 8. DEFENSE AND INDEMNIFICATION

- 8.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.
- 8.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.
- 8.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

## 9. STATUS OF CONSULTANT

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

circumstances to create an employer-employee relationship or a joint venture.

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

## 10. RECORDS AND AUDITS

- 10.1 Consultant shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement or until such records and their supporting documentation are released due to closure of Federal/State audit, whichever is longer. This includes any handwriting, typewriting, printing, photostatic, photographing, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.
- 10.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.
- 10.3 Any authorized representative of County shall have access to any writings as defined above, provided that said writings are not deemed by Consultant to be confidential, attorney work product, or privileged, for the purposes of making audit, evaluation, examination, excerpts, and

transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

- 10.4 County shall have the right to audit all billings and records of the Consultant related to this Agreement as required by State law. An independent public accountant can be appointed by County.
- 10.5 Consultant agrees that its financial records shall contain itemized records of all costs and be available for inspection in Stanislaus County within three (3) working days of the request by the County, State or Federal agencies.
- 10.6 Monitoring by County may be accomplished by the following means: field reviews, audit claims, monthly review of records, etc.
- 10.7 Consultant shall be responsible for the procurement and performance of a fiscal and compliance audit annually. Entities receiving in excess of \$500,000 in Federal funds must comply with the Single Audit Act of 1984, PL 98-502 and the Single Audit Amendments of 1996, P.L. 104-156. All audits must be performed in accordance with Government Audit standards as set forth in the Guidelines for Financial and Compliance Audits for Federally Assisted Programs, Activities, and Functions, and the provisions of OMB Circular A-133 as this applies to the auditing of states, local governments, institutions of higher education and non-profit.
- 10.8 The annual audit requirement is replaced with a biennial audit covering the most recent fiscal year if all of the following apply:
  - A. The total County Agreement expenditures, from all funding sources, during the fiscal year, are less than \$100,000
  - B. The Consultant is in compliance with all other Agreement requirements
  - C. An audit was performed on one of the preceding two years in accordance with Government Auditing Standards and a copy of the report and any management letter has been submitted to County
    1. The auditor's opinion on the financial statement and the schedule of federal awards (if applicable) were unqualified
    2. There were no deficiencies in internal control over financial reporting that were identified as material weaknesses under the requirements of Government Auditing Standards
    3. None of the state or federal programs had audit findings in the preceding year that were classified as:
      - a. Material weaknesses in the internal control over compliance
      - b. Noncompliance with the provisions of laws, regulations, contracts, or grant agreements that had a material effect on the program
      - c. Known or likely questioned costs
  - D. The audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 10.9 Consultant shall include in all fiscal audit reports an opinion which indicates whether program expenditures are allowable pursuant to the provisions of 45 CFR, Part 74, and all applicable State and Federal guidelines, policies and procedures.
- 10.10 Expenses incurred by Consultant to provide for the performance of an audit to satisfy said requirements are an allowable Agreement cost. Consultant is responsible for ensuring that the appropriate portion of audit costs are included with its total executed Agreement funds.

- 10.11 Consultant is responsible for submitting to County an audit report, prepared in accordance with said requirements, within one hundred twenty (120) days of the end of the Consultant's fiscal year.

## 11. CONFIDENTIALITY

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

- 11.1 Any and all information pertaining to the administration of public social services, for which grants in aid are received will be confidential and will not be open to examination for any purpose not directly connected with the administration of public social services.
- 11.2 No person will publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.
- 11.3 Consultant shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of misdemeanor.
- 11.4 Consultant, as an agent of Stanislaus County, shall be in compliance with the privacy and security safeguards agreement titled Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the County of Stanislaus, Community Services Agency located at: <http://www.stanworks.com/other-services/medi-cal-data-privacy-and-security-agreement.pdf>.

## 12. NONDISCRIMINATION

- 12.1 During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, age (over 40), political affiliation or belief, gender/sex, sexual orientation, gender identity or gender expression. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- 12.2 Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 12.3 Consultant shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

## 13. ASSIGNMENT

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



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

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

14. WAIVER OF DEFAULT

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

15. NOTICE

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

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

Stanislaus County Children and Families Commission  
Attention: Executive Director  
1010 10<sup>th</sup> Street, Suite 5000  
Modesto, CA 95354

To Consultant: Center for Human Services  
Attention: Cynthia R. Duenas, Executive Director  
1700 McHenry Village Way, Ste. 11,  
Modesto, CA. 95350

16. CONFLICTS

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

17. SEVERABILITY

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

18. AMENDMENT

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual

consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

19. ADVICE OF ATTORNEY

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

20. CONSTRUCTION

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

21. GOVERNING LAW AND VENUE

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

22. GENERAL ACCOUNTABILITY

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

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

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

23. CODE OF ETHICS

Consultant shall uphold the following Code of Ethics:

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

24. STATE ENERGY CONSERVATION PLAN

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

25. COPYRIGHT ACCESS

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

26. CONVICTION OF CRIME

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

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

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

27. MATCHING FUNDS

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

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

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

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

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

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

C. Where the prospective recipient of Federal assistance funds is unable to certify to any of

the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

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

29. COMPLIANCE WITH FALSE CLAIMS ACT

- 29.1 Consultant shall notify County immediately upon discovery of any employee of Consultant, any subcontractor, agent or other persons providing services, on behalf of Consultant who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Consultant, any subcontractor, agent or other persons providing services on behalf of Consultant, who is placed on the Medi-Cal Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at [www.medi-cal.ca.gov](http://www.medi-cal.ca.gov).
- 29.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Contractor shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claims Act. Contractor shall be in compliance with the False Health Care Claims Policy approved by the Stanislaus County Board of Supervisors on May 8, 2007, located at <http://www.co.stanislaus.ca.us/BOS/Agenda/2007/20070508/B07.pdf> and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor shall adhere to these policies and procedures.

30. MISCELLANEOUS REQUIREMENTS

- 30.1 During the period of this Agreement, Consultant agrees to:
  - A. Maintain a tobacco free environment on Consultant's property, including outside areas.
  - B. Refuse to accept any direct funds from tobacco industry sources, including event sponsorships and in-kind donations.
  - C. Provide information to its staff on smoking cessation and the dangers of secondhand smoke.
  - D. Provide healthy food and snack options when meals or foods are provided during the course of program operations.
  - E. Develop a Lactation Accommodation Policy that conforms to State law AB 1025 (Sections 1030-1033, California Labor Code), which requires that employees be given reasonable break time to express breastmilk for their children. The law also requires employers to provide a private room or other location near the employee's work area in which to express breastmilk.
- 30.2 Prior to publication or distribution, the Stanislaus County Children and Families Commission's Executive Director shall approve Consultant's deliverable or non-deliverable reports,

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

30.2 Consultant agrees to be bound by the provisions of the Policies and Procedures Manual adopted by the Stanislaus County Children and Families Commission on October 28, 2008 and as amended by the Commission in the future. A copy of the updated Manual can be viewed on the Commission's website:

<http://www.stanprop10.org/pdf/commission-policies-procedures.pdf>

31. SUPPLANTATION OF FUNDS

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

32. ENTIRE AGREEMENT


This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

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

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

**APPROVED AS TO CONTENT:**

**COUNTY OF STANISLAUS  
COMMUNITY SERVICES AGENCY**

By:   
Kathryn M. Harwell  
Executive Director

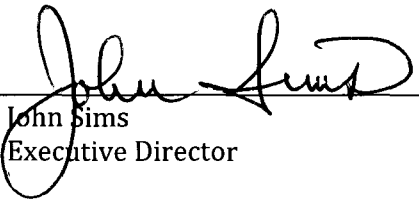
Dated: 7/22/13

**CENTER FOR HUMAN SERVICES**

By:   
Cindy Duenas  
Title: Executive Director

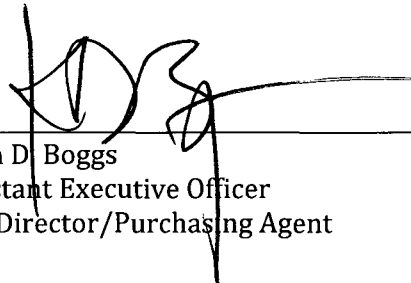
Dated: 7/8/13

**STANISLAUS COUNTY  
CHILDREN AND FAMILIES COMMISSION (CFC)**

By:   
John Sims  
Executive Director

Dated: 6/13/13

**COUNTY OF STANISLAUS  
PURCHASING DEPARTMENT**

By:   
Keith D. Boggs  
Assistant Executive Officer  
GSA Director/Purchasing Agent

Dated: 8/1/13

**APPROVED AS TO FORM:  
COUNTY COUNSEL**

By:   
John P. Doering, County Counsel

Dated: 6/21/13

**COUNTY OF STANISLAUS**

Approved per BOS Item #: IV-B-5

Dated: 6/11/13

Approved per CFC Item #: VI-B1

Dated: 5/28/13

**EXHIBIT A – SCOPE OF WORK**

**Center for Human Services  
Westside Family Resource Center**

**AGREEMENT TO PROVIDE  
FAMILY RESOURCE CENTERS AND SERVICES  
JULY 1, 2013 THROUGH JUNE 30, 2016**

**I. PROGRAM DESCRIPTION**

Using Proposition 10 funds, Family Resource Centers (FRCs) provide families with children ages 0 through 5 that are at risk of child abuse/neglect with support services and a hub of supports and resources: community resources and referrals; strength based assessments and case management; parent education and support groups; school readiness information dissemination; health insurance enrollment assistance; depression screenings and mental health referrals; child developmental screenings and referrals; and unique services that address the needs of each community. Using Community Services Agency (CSA) funds, FRC's provide differential response (DR) services to children 0 through 17 and family support services to Stanislaus County communities.

**II. SERVICES PROVIDED**

Consultant shall provide the following services at the Westside Family Resource Center, located at 118 N. Second Street, Suite D in Patterson and Newman Family Resource Center located at 1300 Patchett Drive in Newman, CA

Services are listed in priority order in accordance with the Priorities Plan adopted by the Commission in January, 2012. Services to be provided under this agreement are limited to:

<b><u>Service</u></b>	<b><u>Service Locations</u></b>
Case Management	Family Resource Centers Mobile (Client Homes)
Parenting Classes	Family Resource Centers
Family Crisis Support	Family Resource Centers Mobile (Client Homes)
Pregnancy/Infant Support Groups	Family Resource Centers without HBO
Resource and Referral	Family Resource Centers Mobile (Client Homes)
Developmental Screenings	Family Resource Centers Mobile (Client Homes)
Children's Book Distribution	Family Resource Centers Mobile (Community Events)
Family Literacy	Family Resource Centers
Child Literacy Classes	Family Resource Centers
Community Outreach	Family Resource Centers Mobile (Community Events) Countywide Schools

Health Insurance Enrollment	Family Resource Centers Mobile (Community Events)
Individual Mental/Behavioral Health	Family Resource Centers
Group Mental/Behavioral Health	Family Resource Centers
Depression Screenings	Family Resource Centers Mobile (Community Events, Homes)
Health and Safety Classes	Family Resource Centers

### III. STRATEGIES / GUIDING PRINCIPLES

- Services shall be culturally and linguistically appropriate to the populations served.
- Equity to all populations shall be a guiding principle of operations.
- Consultant shall actively recruit and engage community members and consumers of services as participants in planning and implementing this grant.
- Funds received under these programs may not be used to supplant or substitute for other local, private, Federal, State and/or County grants or awards. (The definition of supplanting is contained in 30131.4 of the Revenue and Taxation Code.)
- Operating hours of service shall address days and evenings.
- Staffing level and employee qualifications shall be appropriate to services.
- Where appropriate, Consultant shall increase collaborations and service delivery efficiencies
- Consultant shall provide cultural competency training to staff with the goal of reaching cultures not represented in the program
- Whenever possible, Consultant shall increase the number of clients served or increase the number of services to clients or increase the intensity of services to clients
- The Westside Family Resource Center, located at 118 N. Second Street, Suite D in Patterson and Newman Family Resource Center located at 1300 Patchett Drive in Newman, CA, shall be open at least four (4) hours per day, five (5) days per week, and closed no more than thirteen (13) days in a twelve (12) month period for traditional and legal holidays.

### IV. ACTIVITIES

- To promote collaboration with other agencies, Consultant shall participate in presentations to the Board of Supervisors, Children and Families Commission, Community Services Agency, Stanislaus County Child Abuse Prevention Council and its subcommittees.
- Contactor shall participate in Multi-Disciplinary Team meetings and shall attend Community Service Agency and Children and Families Commission mandated trainings.
- Clients receiving services shall be screened for depression utilizing a tool acceptable to the Commission.
- Outreach activities shall be conducted.
- Consultant shall actively recruit and engage community members and consumers of services as participants in planning and implementing this Agreement.
- Consultant shall recommend and assist with selecting contractor trainings sponsored by Commission.



- Consultant shall provide group and individual mental health counseling to caregivers of children 0-5.
- Consultant shall provide developmental screenings to children 0-5 and to all children under the age of 3 who have a substantiated allegation of abuse/neglect.
- Consultant shall provide literacy/school readiness services (teaching adult literacy, distributing children's books, teaching adults how to read to children, etc.).
- Consultant shall provide all services described in SCOARRS (Exhibit C).

V. ALIGNMENT WITH THE STANISLAUS COUNTY CHILDREN AND FAMILIES COMMISSION'S STRATEGIC PLAN

Desired Result: Families are supported and safe in communities that can support safe families.

Objective(s):

- Maintain positive trends in the reduction of repeat child maltreatment reports.
- Decrease incidents of child abuse and maltreatment
- Increase positive social support for families
- Increase family resiliency capacity (knowledge, skills & awareness) to promote healthy development and safety.

Planned Outcome(s):

- Families are connected to resources or support services.
- Families access support systems and resources in their communities that increase awareness, knowledge, or skills
- Caregivers have increased parenting knowledge, skills, and support
- Caregivers are identified and linked to mental health services
- Mental health issues of caregivers are addressed and improved

Desired Result: Children are eager and ready learners.

Objective(s):

- Increase families' ability to get their children ready for school.
- Children are cognitively, and socially-behaviorally ready to enter school

Planned Outcome(s):

- Children receive early screening and intervention for developmental delays and other special needs
- Caregivers provide care that fosters their children's optimal developmental achievement
- Children possess literacy tools (books and skills)
- Caregivers demonstrate improved literacy skills

Desired Result: Children are born healthy and stay healthy

Objective(s):

- Increase community awareness and response to child health and safety issues
- Increase/maintain enrollments in health insurance products

- Maintain access and maximize utilization of children’s preventative and ongoing health care

Planned Outcome(s):

- Caregivers are provided with information on child health and safety
- Children 0-5 are enrolled in health insurance

Consultant shall establish an Internal Monitoring Plan to monitor and meet outcomes set forth in this Agreement.

VI. ELIGIBILITY / AREAS SERVED

The program shall serve Stanislaus County families with children 0 through 5 years of age and shall target Stanislaus County residents in the 95363, 95387, 95313 and 95360 zip codes. DR services shall be provided to Stanislaus County families with children 0 through 17 years of age.

VII. REPORTS AND CONTRACT MONITORING

- A. Consultant shall report quarterly to Commission and CSA staff using SCOARRS forms and Program Statistical reports for PSSF and CAPIT (specified in Exhibit D, which is incorporated by this reference) or other forms provided by the Commission or CSA.
- B. Consultant shall submit a quarterly year-to-date In-Kind Report which provides a line item summary of actual expenditures and in-kind match.
  1. All quarterly forms (reports) are due according to the following schedule:
    - Quarter 1 (July-September): October 31, 2013, 2014, and 2015
    - Quarter 2 (October-December): January 31, 2014, 2015, and 2016
    - Quarter 3 (January-March): April 30, 2014, 2015, and 2016
    - Quarter 4 (April-June): July 31, 2014, 2015, and 2016
- C. Consultant will enter data into a Commission approved database / spreadsheet a minimum of once a quarter, due according to the following schedule:
  - Quarter 1 (July-September): October 31, 2013, 2014, and 2015
  - Quarter 2 (October-December): January 31, 2014, 2015, and 2016
  - Quarter 3 (January-March): April 30, 2014, 2015, and 2016
  - Quarter 4 (April-June): July 31, 2014, 2015, and 2016
- D. Consultant shall have a representative attend all Commission’s Quarterly Contractor Meetings.
- E. Consultant shall participate in an activity and/or assessment regarding collaboration efforts and outcomes.
- F. Consultant shall participate in site visits with Commission / CSA staff twice yearly. Consultant shall also meet periodically with a Commission / CSA representative upon the reasonable request of the Commission or CSA to discuss, review, and evaluate program activities.
- G. Consultant shall submit to Commission and CSA staff an annual report in the format provided by the Commission or CSA.
- H. Consultant will assist in the monitoring and evaluation of the program according to this Scope of Work (Exhibit A) and supporting evaluation documents.

- I. Differential Response Client Data Sheet (DR Client Data Sheet) - Consultant shall submit a Differential Response Client Data Sheet (DR Client Data Sheet) monthly via email to [DRClientData@stancounty.com](mailto:DRClientData@stancounty.com).
- J. Consultant shall submit all other reporting via email to the following:
  - Erica Inacio, Program Monitor, [inacioe@stancounty.com](mailto:inacioe@stancounty.com)
  - Stephanie Loomis, Administration, [LoomisS@stancounty.com](mailto:LoomisS@stancounty.com)
  - John Sims, Executive Director, [simsj@stancounty.com](mailto:simsj@stancounty.com)
  - CSA Reports, [CSAReport@stancounty.com](mailto:CSAReport@stancounty.com)

#### VIII. EVALUATION

Consultant shall collect data/information for the annual report that may include the following:

- Leveraging
- Linkages/collaboration
- Best practices/evidence-based practices
- Cultural proficiency
- Community feedback
- Evaluation capacity
- Response to prior evaluation recommendations
- Contract compliance issues
- Financial management
- Outcomes/results

#### IX. SUSTAINABILITY PLAN

Consultant shall report activities and progress made on the Sustainability Plan (previously submitted to Commission). This report shall be submitted with the Annual Report.

#### X. CUSTOMER SATISFACTION / EMPLOYEE SURVEY

- A. Consultant shall develop and conduct a customer satisfaction survey during the second and fourth quarters of the Fiscal Year.
  1. Consultant will compile and report survey results by January 31, 2014, 2015, and 2016 (for Quarter 2 survey) and July 31, 2014, 2015, and 2016 (for Quarter 4 survey).
- B. Consultant will develop and conduct an employee satisfaction survey annually.
  1. Consultant will compile and report survey results into the program's annual report described in Section XII-G.

#### XI. COMPENSATION

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

- A. This Agreement shall be effective July 1, 2013 through June 30, 2016.
- B. Costs:
  1. The maximum amount of this Agreement for the period July 1, 2013 through June 30, 2016 shall not exceed \$687,543 The maximum amount per fiscal year is as follows:

July 1, 2013 through June 30, 2014 shall not exceed \$229,181

July 1, 2014 through June 30, 2015 shall not exceed \$229,181

July 1, 2015 through June 30, 2016 shall not exceed \$229,181

2. This is a cost reimbursement Agreement. The costs attendant to the provision of service are described in EXHIBIT B which is hereby incorporated by reference and made a part hereof. Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, or as the budget is thereafter amended or obligated.
  3. Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, or as the budget is thereafter amended or obligated.
  4. Consultant shall provide a minimum of \$1,801 In-Kind contribution, as detailed in EXHIBIT B – Budget.
- C. Consultant shall make no charge to the recipient and shall collect no share of cost.
- D. Consultant agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Consultant costs, both indirect and direct, relative to this Agreement.
- E. Costs must conform with Federal costs regulation: OMB Circular A-87, A Guide for State and Local Government Agencies, 48 CFR, Part 31, Subpart 31.2 (for profit agencies), and OMB Circular A-122 (for nonprofit agencies). All equipment purchased by Consultant must be depreciated in accordance with 45 CFR 95.705. All equipment, materials, supplies or property of any kind purchased from funds reimbursed or furnished by County under the terms of this Agreement shall be fully consumed or aged out in the course of the agreement/program. County reserves the right to physically reclaim any/all such property at the conclusion of the Agreement in accordance with 45 Code of Federal Regulations, Part 74, Administration of Grants.
- F. Any equipment, materials, supplies, or property of any kind purchased for or financed from funds provided under this Agreement, excepting any funds received for indirect expense pursuant to the budget document attached as EXHIBIT B, having useful life of three (3) years or greater, and a value in excess of One Thousand Dollars (\$1,000.00) shall be defined as an inventory item. All inventory items not fully consumed in the work described herein shall be the property of the County at the termination of this Agreement unless the County, at its sole discretion, makes an alternative disposition. Consultant shall annually prepare a written report of all inventory items and submit the report to the County. Consultant shall also file an inventory report with the County within ten (10) days after termination this Agreement. Final disposition of all inventory items shall be in accordance with written instructions from the County. Consultant is responsible for proper maintenance of inventory items and is responsible for all damage except for normal wear and tear.
- G. County shall not be required to purchase any definite amount of services nor does County guarantee to Consultant any minimum amount of funds or hours.
- H. Billings:
1. Consultant shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for July through April services. Billings for the service month of May and June are as follows:
    - May 2014 is due June 6, 2014
    - June 2014 is due June 13, 2014
    - May 2015 is due June 5, 2015

- June 2015 is due June 12, 2015
- May 2016 is due June 3, 2016
- June 2016 is due June 10, 2016

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

2. Billings will be submitted to:

Stanislaus County Children and Families Commission  
Attention: Accounts Payable  
1010 10<sup>th</sup> Street, Suite 5000  
Modesto, CA 95354  
(209) 558-6218

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

## XII. PAYMENTS

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

<b>Date:</b> June 10, 2013		<b>Contract (Program):</b> Westside Family Resource Center		
<b>Contract (Agency):</b> CENTER FOR HUMAN SERVICES				
<b>Prepared By (Name &amp; Number):</b> Joyce Ayres, Finance Director, 209-526-1476; email jayres@centerforhumanservice.org				
Description	Prop 10 / CSA Funding	In-Kind *	Other Cash Funding (Identify)	Total
<b>PERSONNEL</b>				
Salary/Wages/Benefits	\$ 175,181	\$ 1,801	\$ 409,262	\$ 586,244
Contract Professional Services				\$ -
<b>Subtotal Personnel Costs</b>	<b>\$ 175,181</b>	<b>\$ 1,801</b>	<b>\$ 409,262</b>	<b>\$ 586,244</b>
<b>SERVICES &amp; SUPPLIES (Operating Expenses)</b>				
Advertising (Employment)	\$ 600		\$ 200	\$ 800
Background Checks	\$ 160		\$ -	\$ 160
Client Incentives/Supportive Service	\$ 400		\$ 1,956	\$ 2,356
Communication and Postage	\$ 1,260		\$ 2,520	\$ 3,780
Contract Services			\$ 58,269	\$ 58,269
Educational Material			\$ 2,300	\$ 2,300
Equipment	\$ 1,600		\$ -	\$ 1,600
Equipment Rental-Copier Lease	\$ 396		\$ 992	\$ 1,388
Equipment Repair & Maintenance	\$ 535		\$ 890	\$ 1,425
Event Facility Cost			\$ 200	\$ 200
Food			\$ 1,850	\$ 1,850
Insurance	\$ 1,080		\$ 570	\$ 1,650
Janitorial	\$ 1,176		\$ 2,332	\$ 3,508
Meetings & Trainings			\$ 75	\$ 75
Membership & Dues	\$ 100		\$ -	\$ 100
Mileage and Travel	\$ 4,000		\$ 5,790	\$ 9,790
Office Rent (Land, Buildings, etc.)	\$ 9,600		\$ 14,133	\$ 23,733
Office Supplies and Materials	\$ 1,400		\$ 3,846	\$ 5,246
Special Activates				\$ -
Utilities	\$ 1,800		\$ 12,083	\$ 13,883
				\$ -
<b>Subtotal Services &amp; Supplies</b>	<b>\$ 24,107</b>	<b>\$ -</b>	<b>\$ 108,006</b>	<b>\$ 132,113</b>
Indirect	\$ 29,893		\$ 77,861	\$ 107,754
<b>FIXED ASSETS</b>				
Buildings and Improvements				\$ -
Equipment (Specify)				\$ -
<b>Subtotal Fixed Assets</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL</b>	<b>\$ 229,181</b>	<b>\$ 1,801</b>	<b>\$ 517,268</b>	<b>\$ 826,111</b>
<b>ESTIMATED MONTHLY INVOICE TO PROP 10</b>				
July	\$ 21,170	January	\$ 20,077	
August	\$ 19,252	February	\$ 17,730	
September	\$ 18,766	March	\$ 18,792	
October	\$ 21,092	April	\$ 19,346	
November	\$ 18,490	May	\$ 19,378	
December	\$ 19,562	June	\$ 15,526	
<b>TOTAL (Equals Prop 10 Funding)</b>	<b>\$ 229,181</b>			

\*Category to be determined

Date: June 10, 2013		Contract (Program): Westside Family Resource Center			
Contract (Agency): CENTER FOR HUMAN SERVICES					
Prepared By (Name & Number): Joyce Ayres, Finance Director, 209-526-1476; email jayres@centerforhumanservice.org					
Description	Prop 10 / CSA Funding	In-Kind *	Other Cash Funding (Identify)	Total	
<b>PERSONNEL</b>					
Salary/Wages/Benefits	\$ 177,711	\$ 1,801	\$ 420,903	\$ 600,415	
Contract Professional Services				\$ -	
<b>Subtotal Personnel Costs</b>	<b>\$ 177,711</b>	<b>\$ 1,801</b>	<b>\$ 420,903</b>	<b>\$ 600,415</b>	
<b>SERVICES &amp; SUPPLIES (Operating Expenses)</b>					
Advertising (Employment)	\$ 300		\$ 500	\$ 800	
Background Checks	\$ 80		\$ 80	\$ 160	
Client Incentives/Supportive Service	\$ 250		\$ 2,106	\$ 2,356	
Communication and Postage	\$ 1,260		\$ 2,520	\$ 3,780	
Contract Services			\$ 58,269	\$ 58,269	
Educational Material			\$ 2,300	\$ 2,300	
Equipment Rental-Copier Lease	\$ 396		\$ 992	\$ 1,388	
Equipment Repair & Maintenance	\$ 535		\$ 890	\$ 1,425	
Event Facility Cost			\$ 200	\$ 200	
Food			\$ 1,850	\$ 1,850	
Insurance	\$ 1,080		\$ 570	\$ 1,650	
Janitorial	\$ 1,176		\$ 2,332	\$ 3,508	
Meetings & Trainings			\$ 75	\$ 75	
Membership & Dues	\$ 100		\$ -	\$ 100	
Mileage and Travel	\$ 3,000		\$ 6,790	\$ 9,790	
Office Rent (Land, Buildings, etc.)	\$ 9,600		\$ 14,133	\$ 23,733	
Office Supplies and Materials	\$ 2,000		\$ 4,346	\$ 6,346	
Special Activities				\$ -	
Utilities	\$ 1,800		\$ 12,083	\$ 13,883	
				\$ -	
<b>Subtotal Services &amp; Supplies</b>	<b>\$ 21,577</b>	<b>\$ -</b>	<b>\$ 110,036</b>	<b>\$ 131,613</b>	
Indirect	\$ 29,893		\$ 79,911	\$ 109,804	
<b>FIXED ASSETS</b>					
Buildings and Improvements				\$ -	
Equipment (Specify)				\$ -	
<b>Subtotal Fixed Assets</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>TOTAL</b>	<b>\$ 229,181</b>	<b>\$ 1,801</b>	<b>\$ 530,939</b>	<b>\$ 841,832</b>	
<b>ESTIMATED MONTHLY INVOICE TO PROP 10</b>					
July	\$ 19,098	January	\$ 19,098		
August	\$ 19,098	February	\$ 19,098		
September	\$ 19,098	March	\$ 19,098		
October	\$ 19,098	April	\$ 19,098		
November	\$ 19,098	May	\$ 19,098		
December	\$ 19,098	June	\$ 19,103		
<b>TOTAL (Equals Prop 10 Funding)</b>	<b>\$ 229,181</b>				

\*Category to be determined



**Date:** June 10, 2013 **Contract (Program):** Westside Family Resource Center

**Contract (Agency):** CENTER FOR HUMAN SERVICES

**Prepared By (Name & Number):** Joyce Ayres, Finance Director, 209-526-1476; email jayres@centerforhumanservice.org

Description	Prop 10 / CSA Funding	In-Kind *	Other Cash Funding (Identify)	Total
-------------	-----------------------	-----------	-------------------------------	-------

PERSONNEL				
Salary/Wages/Benefits	\$ 182,154	\$ 1,801	\$ 431,426	\$ 615,381
Contract Professional Services				\$ -
<b>Subtotal Personnel Costs</b>	<b>\$ 182,154</b>	<b>\$ 1,801</b>	<b>\$ 431,426</b>	<b>\$ 615,381</b>

SERVICES & SUPPLIES (Operating Expenses)				
Advertising (Employment)	\$ 300		\$ 500	\$ 800
Background Checks	\$ 80		\$ 80	\$ 160
Client Incentives/Supportive Service	\$ 250		\$ 2,106	\$ 2,356
Communication and Postage	\$ 750		\$ 3,030	\$ 3,780
Contract Services			\$ 58,269	\$ 58,269
Educational Material			\$ 2,300	\$ 2,300
Equipment Rental-Copier Lease	\$ 396		\$ 992	\$ 1,388
Equipment Repair & Maintenance	\$ 535		\$ 890	\$ 1,425
Event Facility Cost			\$ 200	\$ 200
Food			\$ 1,850	\$ 1,850
Insurance	\$ 1,080		\$ 570	\$ 1,650
Janitorial	\$ 1,176		\$ 2,332	\$ 3,508
Meetings & Trainings			\$ 75	\$ 75
Membership & Dues	\$ 100		\$ -	\$ 100
Mileage and Travel	\$ 3,000		\$ 6,790	\$ 9,790
Office Rent (Land, Buildings, etc.)	\$ 6,000		\$ 17,733	\$ 23,733
Office Supplies and Materials	\$ 1,667		\$ 4,679	\$ 6,346
Special Activities				\$ -
Utilities	\$ 1,800		\$ 12,083	\$ 13,883
				\$ -
<b>Subtotal Services &amp; Supplies</b>	<b>\$ 17,134</b>	<b>\$ -</b>	<b>\$ 114,479</b>	<b>\$ 131,613</b>
Indirect	\$ 29,893		\$ 82,156	\$ 112,049

FIXED ASSETS				
Buildings and Improvements				\$ -
Equipment (Specify)				\$ -
<b>Subtotal Fixed Assets</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL</b>	<b>\$ 229,181</b>	<b>\$ 1,801</b>	<b>\$ 545,905</b>	<b>\$ 859,043</b>

ESTIMATED MONTHLY INVOICE TO PROP 10			
July	\$ 19,098	January	\$ 19,098
August	\$ 19,098	February	\$ 19,098
September	\$ 19,098	March	\$ 19,098
October	\$ 19,098	April	\$ 19,098
November	\$ 19,098	May	\$ 19,098
December	\$ 19,098	June	\$ 19,103

**TOTAL (Equals Prop 10 Funding)** \$ 229,181

\*Category to be determined





Exhibit C



It's All About The Kids

# 2013-2014 Stanislaus County Outcomes And Results Reporting Sheet (SCOARRS)

Date:

Agency: Center for Human Services  
Program Name: Westside FRC

Prepared by:  
Phone Number:  
Email:

Reporting for Quarter:

- 1<sup>st</sup> Quarter
- 2<sup>nd</sup> Quarter
- 3<sup>rd</sup> Quarter
- 4<sup>th</sup> Quarter

## ***PLANNED OUTCOMES, RESULTS, AND OBJECTIVES***

- ↳ Families are supported and safe in communities that are capable of supporting safe families
  - ✓ Maintain positive trends in the reduction of repeat child maltreatment reports
  - ✓ Decrease incidents of child abuse and maltreatment
  - ✓ Increase positive social support for families
  - ✓ Increase family resilience capacity (knowledge, skills, and awareness) to promote healthy development and safety

- ↳ Children are born healthy and stay healthy
  - ✓ Increase community awareness and response to child health and safety issues
  - ✓ Increase / maintain enrollments in health insurance products
  - ✓ Maintain access and maximize utilization of children's preventive and ongoing health care

- ↳ Children are eager and ready learners
  - ✓ Increase families' ability to get their children ready for school
  - ✓ Increase the number of children who are cognitively and socially-behaviorally ready to enter school

	<i>Indicators Current Quarter (Progress)</i>	<i>Indicators Cumulative (Progress)</i>	<i>Indicators Cumulative Calculated</i>	<i>Narrative (Only if Needed)</i>
<p>1. FRC Staff will provide an FDM assessment to the caregivers of children (DR &amp; non-DR).</p> <ul style="list-style-type: none"> <li>65% of the caregivers of children will have a first FDM assessment.</li> </ul>	a. <input type="text"/> # of Non-DR children 0-5 receiving any Prop 10 services	a. <input type="text"/> # of Non-DR children 0-5 receiving any Prop 10 services	<p><b>"b" is calculated by an FDM report run by the agency.</b></p> <p>(b) / (a) = <input type="text"/> % of the Non-DR children 0-5 have caregivers who received a first FDM assessment</p> <p>(d) / (c) = <input type="text"/> % of the DR children 0-5 have caregivers who received a first FDM assessment</p> <p>(f) / (e) = <input type="text"/> % of the DR children (all ages) have caregivers who received a first FDM assessment</p>	
	b. <input type="text"/> # of Non-DR of children 0-5 whose caregivers received a first FDM assessment	b. <input type="text"/> # of Non-DR children 0-5 whose caregivers received a first FDM assessment		
	c. <input type="text"/> # of referred DR children 0-5	c. <input type="text"/> # of referred DR children 0-5		
	d. <input type="text"/> # of DR children 0-5 whose caregivers received a first FDM assessment	d. <input type="text"/> # of DR children 0-5 whose caregivers received a first FDM assessment		
	e. <input type="text"/> # of referred DR children (all ages).	e. <input type="text"/> # of referred DR children (all ages).		
	f. <input type="text"/> # of DR children (all ages) whose caregivers received a first FDM assessment	f. <input type="text"/> # of DR children (all ages) whose caregivers received a first FDM assessment		

	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
<p>2.FRC Staff will provide a valid depression screening to caregivers of children 0-5 who receive an FDM assessment</p> <ul style="list-style-type: none"> <li>70% of the children 0-5 who are assessed will have caregivers who received depression screenings.</li> </ul>	<p>g. <input type="text"/> # of DR and Non-DR children 0-5 whose caregivers were assessed and screened for depression</p>	<p>g. <input type="text"/> # of DR and Non-DR children 0-5 whose caregivers were assessed and screened for depression</p>	<p><math>(g) / (b+d) = \text{input} \%</math> of the children 0-5 whose families were assessed have caregivers who received depression screenings.</p>	
<p>3.FRC staff or contracted staff will provide group and individual mental health counseling to caregivers of children 0-5. Improvement will be reported by a clinician</p> <ul style="list-style-type: none"> <li>70% of the children whose caregivers receive group counseling will indicate improvement with presenting issues.</li> <li>65% of the children whose caregivers receive individual counseling will meet mental health goals.</li> </ul>	<p>h. <input type="text"/> # of children 0-5 whose caregivers receive group counseling</p>	<p>h. <input type="text"/> # of children 0-5 whose caregivers receive group counseling</p>	<p><math>(i) / (h) = \text{input} \%</math> of the children 0-5 whose caregivers receive group counseling and whose clinician indicates improvement with presenting issues</p> <p><math>(k) / (j) = \text{input} \%</math> of the children 0-5 whose caregivers receive individual counseling and indicate improvement with presenting issues</p>	
<p>i. <input type="text"/> # of children 0-5 whose caregivers receive group counseling and whose clinician indicates improvement with presenting issues.</p>	<p>i. <input type="text"/> # of children 0-5 whose caregivers receive group counseling and whose clinician indicates improvement with presenting issues.</p>			
<p>j. <input type="text"/> # of children 0-5 whose caregivers receive individual counseling</p>	<p>j. <input type="text"/> # of children 0-5 whose caregivers receive individual counseling</p>			
<p>k. <input type="text"/> # of children 0-5 whose caregivers receive individual counseling and meet mental health goals</p>	<p>k. <input type="text"/> # of children 0-5 whose caregivers receive individual counseling and meet mental health goals</p>			

	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
<p>4. FRC Staff will provide children 0-5, whose caregivers are assessed, with developmental screenings using the Ages &amp; Stages Questionnaire (ASQ)</p> <ul style="list-style-type: none"> <li>• 55% of the children 0-5 whose families are assessed will receive developmental screenings</li> </ul>	<p>l. <input type="text"/> # of Non-DR children 0-5 whose families were assessed and received a developmental screening</p>	<p>l. <input type="text"/> # of Non-DR children 0-5 whose families were assessed and received a developmental screening</p>	<p><math>(l+m) / (b+d) = \text{input} \%</math> of the children 0-5 whose families were assessed received developmental screenings</p>	
<p>m. <input type="text"/> # of DR children 0-5 whose families were assessed and received a developmental screening</p>	<p>m. <input type="text"/> # of DR children 0-5 whose families were assessed and received a developmental screening</p>			
<p>5. FRC Staff or contracted staff will provide literacy/school readiness services (teaching adults literacy, distributing children's books, teaching adults how to read to children, etc.)</p> <ul style="list-style-type: none"> <li>• 65% of children 0-5 who received literacy services will indicate increased time reading at home with family</li> <li>• 75% of children 0-5 will be provided</li> </ul>	<p>n. <input type="text"/> # of children 0-5 who receive literacy services</p>	<p>n. <input type="text"/> # of children 0-5 who receive literacy services</p>	<p><math>(o) / (n) = \text{input} \%</math> of the children 0-5 who received literacy services and indicate increased time reading at home with family</p> <p><math>(p) / (n) = \text{input} \%</math> of the children 0-5 who received literacy services and receive books</p> <p><math>(r) / (q) = \text{input} \%</math> of children 0-5 whose caregivers attended adult literacy classes and increased literacy skills</p>	
<p>o. <input type="text"/> # of children 0-5 who receive literacy services and indicate increased time reading at home with family</p>	<p>o. <input type="text"/> # of children 0-5 who receive literacy services and indicate increased time reading at home with family</p>			
<p>p. <input type="text"/> # of children 0-5 who receive books</p>	<p>p. <input type="text"/> # of children 0-5 who receive books</p>			
<p>q. <input type="text"/> # of children 0-5 whose caregivers attended adult literacy classes</p>	<p>q. <input type="text"/> # of children 0-5 whose caregivers attended adult literacy classes</p>			

	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
<p>books</p> <ul style="list-style-type: none"> <li>40% of children 0-5 whose caregivers attended adult literacy classes will increase literacy skills</li> </ul>	<p>r. <input type="text"/> # of children 0-5 whose caregivers attended adult literacy classes and increased literacy skills</p>	<p>r. <input type="text"/> # of children 0-5 whose caregivers attended adult literacy classes and increased literacy skills</p>		
<p>6.FRC Staff will assist families in obtaining health insurance, and with the enrollment of children 0-5 into a health insurance program within 90 days of first time contact or assessment.</p> <ul style="list-style-type: none"> <li>85% of the children 0-5, who did not have health insurance at the time of first contact, received assistance in obtaining health insurance</li> <li>80% of the assessed children 0-5, who did not have health insurance, will be enrolled in a health insurance program within 90 days of intake.</li> </ul>	<p>s. <input type="text"/> # of children 0-5 without health insurance at time of first contact</p>	<p>s. <input type="text"/> # of children 0-5 without health insurance at time of first contact</p>	<p>(t) / (s) = <input type="text"/> % of the children 0-5 who did not have health insurance at time of first contact received assistance in obtaining health insurance</p> <p>(v) / (u) = <input type="text"/> % of the assessed children 0-5 who did not have health insurance enrolled in a health insurance program within 90 days</p>	
<p>t. <input type="text"/> # of children 0-5 who did not have health insurance at time of first contact and have completed an application for health insurance</p>	<p>t. <input type="text"/> # of children 0-5 who did not have health insurance at time of first contact and have completed an application for health insurance</p>			
<p>u. <input type="text"/> # of children 0-5 without health insurance whose caregiver received an FDM assessment</p>	<p>u. <input type="text"/> # of children 0-5 without health insurance whose caregiver received an FDM assessment</p>			
<p>v. <input type="text"/> # of assessed children 0-5 without health insurance are enrolled in a health insurance program within 90 days</p>	<p>v. <input type="text"/> # of assessed children 0-5 without health insurance are enrolled in a health insurance program within 90 days</p>			

	<i>Indicators Current Quarter (Progress)</i>	<i>Indicators Cumulative (Progress)</i>	<i>Indicators Cumulative Calculated</i>	<i>Narrative (Only if Needed)</i>
<p><b>FDM Indicators</b></p> <ul style="list-style-type: none"> <li>• Access to Transportation Based on Level of Need</li> <li>• Child Health Insurance</li> <li>• Community Resources Knowledge</li> <li>• Health Services</li> <li>• Budgeting Skills and Knowledge of Financial Resources</li> <li>• Adequacy of Clothing</li> <li>• Quality of Employment Status</li> <li>• Access to Quality Child Care</li> <li>• Risk of Emotional or Sexual Abuse</li> <li>• Supervision by the Family</li> <li>• Age-Appropriate Physical and Mental Development</li> <li>• Resources for Nutritious Food</li> <li>• Family Communications Skills</li> <li>• Emotional Wellbeing / Sense of Life Value</li> <li>• Nurturing</li> <li>• Confidence in Parenting</li> </ul>	<p>w. The % (and number) of families who received a first assessment during the quarter and were identified as "in crisis".</p> <p>x. The % (and number) of families who received a first assessment during the quarter and were identified as "safe" or "self sufficient".</p>	<p>w. The % (and number) of families identified as "in crisis" decreases in each assessment subsequent to the first assessment.</p> <p>x. The % (and number) of families identified as "safe" or "self sufficient" increases in each assessment subsequent to the first assessment.</p>	<p><i>Information derives from FDM reports run by the agency. The Cumulative Report should individually compare assessments 1 and 2, 2 and 3, 3 and 4, etc.</i></p>	



	<i>Indicators Current Quarter (Progress)</i>	<i>Indicators Cumulative (Progress)</i>	<i>Indicators Cumulative Calculated</i>	<i>Narrative (Only if Needed)</i>
<p>Skills</p> <ul style="list-style-type: none"> <li>• Health and Safety of Home Environment</li> <li>• Stability of Home and Shelter</li> <li>• Quality of Social Support System</li> <li>• Presence / Degree of Substance Abuse</li> <li>• Adult Educational Development</li> <li>• School Attendance</li> <li>• Income Level for Basic Expenses</li> </ul>				



**More Information**

**Additional Supporting Narrative (Only if Needed):**

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

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

**Resource Changes (Only if Needed):**

**Activities & Services:**

**Activities & Services Changes (Only if Needed):**



# Exhibit D Statistical Reporting

## STANISLAUS COUNTY COMMUNITY SERVICES AGENCY for Differential Response for the Family Resource Centers

### QUARTERLY AGE, LANGUAGE, ETHNICITY and SERVICE REPORT FOR CAPIT & PSSF

TYPE YOUR AGENCY NAME HERE  
ADDRESS

FUNDING SOURCE\*      CAPIT     CFC     CBCAP     CCF     PSSF

PROGRAM NAME                      FAMILY RESOURCE CENTER  
SERVICE MONTH                      \_\_\_\_\_  
INVOICE DATE                              \_\_\_\_\_

**Direct Services Provided**

Family Resource Center  
includes the following direct service activities:

- Assessment
- Case Management
- Counseling
- FRC
- Home Visitation
- Information & Referral
- Parent Education and Support
- Parenting Program (Classes)

		Customers Receiving Services					
		0-5 Years		6-18 Years		Adults (19 yr - older)	
Code	Ethnic Origin	without disabilities	with disabilities	without disabilities	with disabilities	without disabilities	with disabilities
WH	White non-Hispanic						
HS	Hispanic						
BL	Black non-hispanic						
A	Asian						
NA	Native America						
O	Other						
<b>DO NOT WRITE BELOW THIS LINE</b>							
		0	0	0	0	0	0
<b>TOTALS</b>							

\*\* Use appropriate code listed below:

**Code Ethnic Origin**

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

**Code\* Funding Source**

- CAPIT Child Abuse Prevention Intervention and Treatment
- CFC Children and Families Commission
- CBCAP Community Based Child Abuse Prevention
- CCF County Children's Fund
- PSSF Promoting Safe and Stable Families

Direct Services mean that the services must be provided to an individual or family and the planned duration of the services should be more than one-time event. If the participant only attends the direct service for one-time and drops out, they should still be counted in this category, since the planned duration was for more than one time.

This summary is "service focused" Clients may access multiple services and shall be counted once for each service type provided during the reporting period.

**COUNTY OF STANISLAUS  
AGREEMENT TO PROVIDE  
FAMILY RESOURCE CENTERS AND SERVICES  
JULY 1, 2013 THROUGH JUNE 30, 2016**

This AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY AND STANISLAUS COUNTY CHILDREN AND FAMILIES COMMISSION (jointly as "County") and CENTER FOR HUMAN SERVICES (CERES PARTNERSHIP FOR HEALTHY CHILDREN) ("Consultant"), a California non-profit corporation, with an effective date of JULY 1, 2013.

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

**INTRODUCTION**

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

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

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

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

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

perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

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

## 2. CONSIDERATION

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

## 3. TERM

- 3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in EXHIBIT A.
- 3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.
- 3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Consultant's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Consultant ceases to be licensed or otherwise

authorized to do business in the State of California, and the Consultant fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

- 3.4 The County may terminate this Agreement upon thirty (30) days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.
- 3.5 County shall notify Consultant in writing within thirty (30) days of any potential Federal or State audit exception. Where findings indicate program requirements are not being met and Federal and/or State participation in this program may be imperiled, written notification will constitute County's intention to terminate this Agreement in the event corrections are not accomplished within thirty (30) days.
- 3.6 This Agreement may be terminated by County upon the giving of thirty (30) days notice of such termination because the services as determined by the Director of Stanislaus County Community Services Agency or the Executive Director of Stanislaus County Children and Families Commission 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 or that of the Executive Director of the Commission to the Board of the Children and Families Commission. The determination by either Board as to the termination shall be final.
- 3.7 Notwithstanding any other provisions of this Agreement, County may terminate the Agreement immediately:
  - A. Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services; or,
  - B. Upon loss of any license(s) required for lawful operation of Consultant's business; or,
  - C. Upon an unauthorized decrease in the required insurance in force; or,
  - D. Upon failure to make payroll payments; or,
  - E. Failure to remit payroll deductions in a timely manner to the appropriate State and Federal government; or,
  - F. Upon failure to substantially meet other financial obligations; or,
  - G. Upon service or a writ of attachment by creditors of Consultant
- 3.8 This Agreement is funded from revenue derived from a tax placed on the sales of cigarettes. The County reasonably believes that such tax revenue will be available to fully fund this Agreement for its term. In the event, however, no funds or insufficient funds are available for payments as determined in the sole discretion of the County. The County will immediately notify Consultant of such occurrence and the Agreement may be terminated by County upon thirty (30) days notice. After this Agreement is terminated under these provisions, County shall have no obligation to make further payments and shall only be obligated for work already performed pursuant to this Agreement
- 3.9 Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

#### 4. WORK SCHEDULE

Consultant is obligated to perform in a timely manner those services and work identified in EXHIBIT A. It is understood by Consultant that the performance of these services and work will require the Consultant to perform the services and work in conformance with the schedule set forth in EXHIBIT A, if

any, and, if there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and concurrence of the County.

5. REQUIRED LICENSES, CERTIFICATES AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. INSURANCE

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

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

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

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

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

that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

- 7.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.
- 7.3 The Consultant shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its officers, officials and employees as additional named insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of the Consultant; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.
- 7.4 The Consultant's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.
- 7.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees.
- 7.6 The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 7.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.
- 7.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.
- 7.9 Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insureds under its insurance policies.
- 7.10 At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant shall furnish County with certificates of insurance and with

original endorsements effecting coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

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

## 8. DEFENSE AND INDEMNIFICATION

- 8.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.
- 8.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.
- 8.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

## 9. STATUS OF CONSULTANT

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

circumstances to create an employer-employee relationship or a joint venture.

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

## 10. RECORDS AND AUDITS

- 10.1 Consultant shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement or until such records and their supporting documentation are released due to closure of Federal/State audit, whichever is longer. This includes any handwriting, typewriting, printing, photostatic, photographing, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.
- 10.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.
- 10.3 Any authorized representative of County shall have access to any writings as defined above, provided that said writings are not deemed by Consultant to be confidential, attorney work product, or privileged, for the purposes of making audit, evaluation, examination, excerpts, and



transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

- 10.4 County shall have the right to audit all billings and records of the Consultant related to this Agreement as required by State law. An independent public accountant can be appointed by County.
- 10.5 Consultant agrees that its financial records shall contain itemized records of all costs and be available for inspection in Stanislaus County within three (3) working days of the request by the County, State or Federal agencies.
- 10.6 Monitoring by County may be accomplished by the following means: field reviews, audit claims, monthly review of records, etc.
- 10.7 Consultant shall be responsible for the procurement and performance of a fiscal and compliance audit annually. Entities receiving in excess of \$500,000 in Federal funds must comply with the Single Audit Act of 1984, PL 98-502 and the Single Audit Amendments of 1996, P.L. 104-156. All audits must be performed in accordance with Government Audit standards as set forth in the Guidelines for Financial and Compliance Audits for Federally Assisted Programs, Activities, and Functions, and the provisions of OMB Circular A-133 as this applies to the auditing of states, local governments, institutions of higher education and non-profit.
- 10.8 The annual audit requirement is replaced with a biennial audit covering the most recent fiscal year if all of the following apply:
  - A. The total County Agreement expenditures, from all funding sources, during the fiscal year, are less than \$100,000
  - B. The Consultant is in compliance with all other Agreement requirements
  - C. An audit was performed on one of the preceding two years in accordance with Government Auditing Standards and a copy of the report and any management letter has been submitted to County
    1. The auditor's opinion on the financial statement and the schedule of federal awards (if applicable) were unqualified
    2. There were no deficiencies in internal control over financial reporting that were identified as material weaknesses under the requirements of Government Auditing Standards
    3. None of the state or federal programs had audit findings in the preceding year that were classified as:
      - a. Material weaknesses in the internal control over compliance
      - b. Noncompliance with the provisions of laws, regulations, contracts, or grant agreements that had a material effect on the program
      - c. Known or likely questioned costs
  - D. The audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 10.9 Consultant shall include in all fiscal audit reports an opinion which indicates whether program expenditures are allowable pursuant to the provisions of 45 CFR, Part 74, and all applicable State and Federal guidelines, policies and procedures.
- 10.10 Expenses incurred by Consultant to provide for the performance of an audit to satisfy said requirements are an allowable Agreement cost. Consultant is responsible for ensuring that the appropriate portion of audit costs are included with its total executed Agreement funds.

10.11 Consultant is responsible for submitting to County an audit report, prepared in accordance with said requirements, within one hundred twenty (120) days of the end of the Consultant's fiscal year.

## 11. CONFIDENTIALITY

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

11.1 Any and all information pertaining to the administration of public social services, for which grants in aid are received will be confidential and will not be open to examination for any purpose not directly connected with the administration of public social services.

11.2 No person will publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.

11.3 Consultant shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of misdemeanor.

11.4 Consultant, as an agent of Stanislaus County, shall be in compliance with the privacy and security safeguards agreement titled Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the County of Stanislaus, Community Services Agency located at: <http://www.stanworks.com/other-services/medi-cal-data-privacy-and-security-agreement.pdf>.

## 12. NONDISCRIMINATION

12.1 During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, age (over 40), political affiliation or belief, gender/sex, sexual orientation, gender identity or gender expression. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

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

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

## 13. ASSIGNMENT

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

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

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

14. WAIVER OF DEFAULT

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

15. NOTICE

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

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

Stanislaus County Children and Families Commission  
Attention: Executive Director  
1010 10<sup>th</sup> Street, Suite 5000  
Modesto, CA 95354

To Consultant: Center for Human Services  
Attention: Cynthia R. Duenas, Executive Director  
1700 McHenry Village Way, Ste. 11,  
Modesto, CA. 95350

16. CONFLICTS

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

17. SEVERABILITY

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

18. AMENDMENT

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual

consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

19. **ADVICE OF ATTORNEY**

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

20. **CONSTRUCTION**

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

21. **GOVERNING LAW AND VENUE**

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

22. **GENERAL ACCOUNTABILITY**

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

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

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

23. **CODE OF ETHICS**

Consultant shall uphold the following Code of Ethics:

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

24. STATE ENERGY CONSERVATION PLAN

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

25. COPYRIGHT ACCESS

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

26. CONVICTION OF CRIME

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

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

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

27. MATCHING FUNDS

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

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

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

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

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

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

C. Where the prospective recipient of Federal assistance funds is unable to certify to any of

the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

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

## 29. COMPLIANCE WITH FALSE CLAIMS ACT

- 29.1 Consultant shall notify County immediately upon discovery of any employee of Consultant, any subcontractor, agent or other persons providing services, on behalf of Consultant who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Consultant, any subcontractor, agent or other persons providing services on behalf of Consultant, who is placed on the Medi-Cal Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at [www.medi-cal.ca.gov](http://www.medi-cal.ca.gov).
- 29.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Contractor shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claims Act. Contractor shall be in compliance with the False Health Care Claims Policy approved by the Stanislaus County Board of Supervisors on May 8, 2007, located at <http://www.co.stanislaus.ca.us/BOS/Agenda/2007/20070508/B07.pdf> and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor shall adhere to these policies and procedures.

## 30. MISCELLANEOUS REQUIREMENTS

- 30.1 During the period of this Agreement, Consultant agrees to:
  - A. Maintain a tobacco free environment on Consultant's property, including outside areas.
  - B. Refuse to accept any direct funds from tobacco industry sources, including event sponsorships and in-kind donations.
  - C. Provide information to its staff on smoking cessation and the dangers of secondhand smoke.
  - D. Provide healthy food and snack options when meals or foods are provided during the course of program operations.
  - E. Develop a Lactation Accommodation Policy that conforms to State law AB 1025 (Sections 1030-1033, California Labor Code), which requires that employees be given reasonable break time to express breastmilk for their children. The law also requires employers to provide a private room or other location near the employee's work area in which to express breastmilk.
- 30.2 Prior to publication or distribution, the Stanislaus County Children and Families Commission's Executive Director shall approve Consultant's deliverable or non-deliverable reports,

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

30.2 Consultant agrees to be bound by the provisions of the Policies and Procedures Manual adopted by the Stanislaus County Children and Families Commission on October 28, 2008 and as amended by the Commission in the future. A copy of the updated Manual can be viewed on the Commission's website:

<http://www.stanprop10.org/pdf/commission-policies-procedures.pdf>

31. SUPPLANTATION OF FUNDS

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

32. ENTIRE AGREEMENT

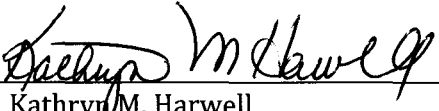
This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

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

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


**APPROVED AS TO CONTENT:**

**COUNTY OF STANISLAUS  
COMMUNITY SERVICES AGENCY**

By:   
Kathryn M. Harwell  
Executive Director

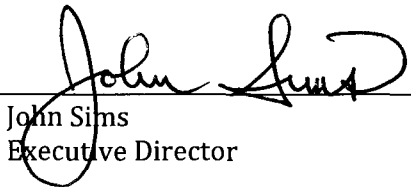
Dated: 7/22/13

**CENTER FOR HUMAN SERVICES**

By:   
Title: Executive Director

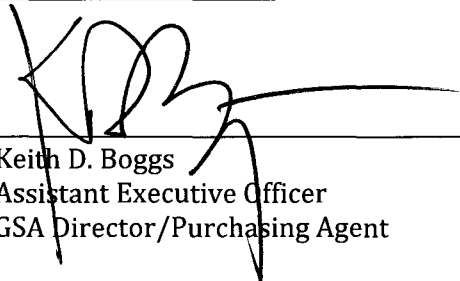
Dated: 7/8/13

**STANISLAUS COUNTY  
CHILDREN AND FAMILIES COMMISSION (CFC)**

By:   
John Sims  
Executive Director

Dated: 6/13/13

**COUNTY OF STANISLAUS  
PURCHASING DEPARTMENT**

By:   
Keith D. Boggs  
Assistant Executive Officer  
GSA Director/Purchasing Agent

Dated: 8/1/13

**APPROVED AS TO FORM:  
COUNTY COUNSEL**

By:   
John P. Doering, County Counsel

Dated: 6/21/13

**COUNTY OF STANISLAUS**

Approved per BOS Item #: IV-B-5

Dated: 6/11/13

Approved per CFC Item #: VI-B1

Dated: 5/28/13



**EXHIBIT A – SCOPE OF WORK**

**Center for Human Services  
Ceres Partnership for Healthy Children**

**AGREEMENT TO PROVIDE  
FAMILY RESOURCE CENTERS AND SERVICES  
JULY 1, 2013 THROUGH JUNE 30, 2016**

**I. PROGRAM DESCRIPTION**

Using Proposition 10 funds, Family Resource Centers (FRCs) provide families with children ages 0 through 5 that are at risk of child abuse/neglect with support services and a hub of supports and resources: community resources and referrals; strength based assessments and case management; parent education and support groups; school readiness information dissemination; health insurance enrollment assistance; depression screenings and mental health referrals; child developmental screenings and referrals; and unique services that address the needs of each community. Using Community Services Agency (CSA) funds, FRC's provide differential response (DR) services to children 0 through 17 and family support services to Stanislaus County communities.

**II. SERVICES PROVIDED**

Consultant shall provide the following services at the Family Resource Center located at 2908 4th Street, Ceres, CA. 95307 to residents of Stanislaus County.

Services are listed in priority order in accordance with the Priorities Plan adopted by the Commission in January, 2012. Services to be provided under this agreement are limited to:

<b><u>Service</u></b>	<b><u>Service Locations</u></b>
Case Management	Family Resource Centers Mobile (Client Homes)
Parenting Classes	Family Resource Centers
Family Crisis Support	Family Resource Centers Mobile (Client Homes)
Pregnancy/Infant Support Groups	Family Resource Centers without HBO
Resource and Referral	Family Resource Centers Mobile (Client Homes)
Developmental Screenings	Family Resource Centers Mobile (Client Homes)
Children's Book Distribution	Family Resource Centers Mobile (Community Events)
Family Literacy	Family Resource Centers
Child Literacy Classes	Family Resource Centers
Community Outreach	Family Resource Centers Mobile (Community Events) Countywide Schools

Health Insurance Enrollment	Family Resource Centers Mobile (Community Events)
Individual Mental/Behavioral Health	Family Resource Centers
Group Mental/Behavioral Health	Family Resource Centers
Depression Screenings	Family Resource Centers Mobile (Community Events, Homes)
Health and Safety Classes	Family Resource Centers

### III. STRATEGIES / GUIDING PRINCIPLES

- Services shall be culturally and linguistically appropriate to the populations served.
- Equity to all populations shall be a guiding principle of operations.
- Consultant shall actively recruit and engage community members and consumers of services as participants in planning and implementing this grant.
- Funds received under these programs may not be used to supplant or substitute for other local, private, Federal, State and/or County grants or awards. (The definition of supplanting is contained in 30131.4 of the Revenue and Taxation Code.)
- Operating hours of service shall address days and evenings.
- Staffing level and employee qualifications shall be appropriate to services.
- Where appropriate, Consultant shall increase collaborations and service delivery efficiencies
- Consultant shall provide cultural competency training to staff with the goal of reaching cultures not represented in the program
- Whenever possible, Consultant shall increase the number of clients served or increase the number of services to clients or increase the intensity of services to clients
- The Family Resource Center located at 2908 4th Street, Ceres, CA. 95307 shall be open at least four (4) hours per day, five (5) days per week, and closed no more than thirteen (13) days in a twelve (12) month period for traditional and legal holidays.

### IV. ACTIVITIES

- To promote collaboration with other agencies, Consultant shall participate in presentations to the Board of Supervisors, Children and Families Commission, Community Services Agency, Stanislaus County Child Abuse Prevention Council and its subcommittees.
- Contactor shall participate in Multi-Disciplinary Team meetings and shall attend Community Service Agency and Children and Families Commission mandated trainings.
- Clients receiving services shall be screened for depression utilizing a tool acceptable to the Commission.
- Outreach activities shall be conducted.
- Consultant shall actively recruit and engage community members and consumers of services as participants in planning and implementing this Agreement.
- Consultant shall recommend and assist with selecting contractor trainings sponsored by Commission.
- Consultant shall provide group and individual mental health counseling to caregivers of children 0-5.

- Consultant shall provide developmental screenings to children 0-5 and to all children under the age of 3 who have a substantiated allegation of abuse/neglect.
- Consultant shall provide literacy/school readiness services (teaching adult literacy, distributing children's books, teaching adults how to read to children, etc.).
- Consultant shall provide all services described in SCOARRS (Exhibit C).

V. ALIGNMENT WITH THE STANISLAUS COUNTY CHILDREN AND FAMILIES COMMISSION'S STRATEGIC PLAN

Desired Result: Families are supported and safe in communities that can support safe families.

Objective(s):

- Maintain positive trends in the reduction of repeat child maltreatment reports.
- Decrease incidents of child abuse and maltreatment
- Increase positive social support for families
- Increase family resiliency capacity (knowledge, skills & awareness) to promote healthy development and safety.

Planned Outcome(s):

- Families are connected to resources or support services.
- Families access support systems and resources in their communities that increase awareness, knowledge, or skills
- Caregivers have increased parenting knowledge, skills, and support
- Caregivers are identified and linked to mental health services
- Mental health issues of caregivers are addressed and improved

Desired Result: Children are eager and ready learners.

Objective(s):

- Increase families' ability to get their children ready for school.
- Children are cognitively, and socially-behaviorally ready to enter school

Planned Outcome(s):

- Children receive early screening and intervention for developmental delays and other special needs
- Caregivers provide care that fosters their children's optimal developmental achievement
- Children possess literacy tools (books and skills)
- Caregivers demonstrate improved literacy skills

Desired Result: Children are born healthy and stay healthy

Objective(s):

- Increase community awareness and response to child health and safety issues
- Increase/maintain enrollments in health insurance products
- Maintain access and maximize utilization of children's preventative and ongoing health care

Planned Outcome(s):

- Caregivers are provided with information on child health and safety
- Children 0-5 are enrolled in health insurance

Consultant shall establish an Internal Monitoring Plan to monitor and meet outcomes set forth in this Agreement.

VI. ELIGIBILITY / AREAS SERVED

The program shall serve Stanislaus County families with children 0 through 5 years of age and shall target Stanislaus County residents in the 95307 and 95328 zip codes. DR services shall be provided to Stanislaus County families with children 0 through 17 years of age.

VII. REPORTS AND CONTRACT MONITORING

- A. Consultant shall report quarterly to Commission and CSA staff using SCOARRS forms and Program Statistical reports for PSSF and CAPIT (specified in Exhibit D, which is incorporated by this reference) or other forms provided by the Commission or CSA.
- B. Consultant shall submit a quarterly year-to-date In-Kind Report which provides a line item summary of actual expenditures and in-kind match.
1. All quarterly forms (reports) are due according to the following schedule:
- Quarter 1 (July-September): October 31, 2013, 2014, and 2015
  - Quarter 2 (October-December): January 31, 2014, 2015, and 2016
  - Quarter 3 (January-March): April 30, 2014, 2015, and 2016
  - Quarter 4 (April-June): July 31, 2014, 2015, and 2016
- C. Consultant will enter data into a Commission approved database / spreadsheet a minimum of once a quarter, due according to the following schedule:
- Quarter 1 (July-September): October 31, 2013, 2014, and 2015
  - Quarter 2 (October-December): January 31, 2014, 2015, and 2016
  - Quarter 3 (January-March): April 30, 2014, 2015, and 2016
  - Quarter 4 (April-June): July 31, 2014, 2015, and 2016
- D. Consultant shall have a representative attend all Commission's Quarterly Contractor Meetings.
- E. Consultant shall participate in an activity and/or assessment regarding collaboration efforts and outcomes.
- F. Consultant shall participate in site visits with Commission / CSA staff twice yearly. Consultant shall also meet periodically with a Commission / CSA representative upon the reasonable request of the Commission or CSA to discuss, review, and evaluate program activities.
- G. Consultant shall submit to Commission and CSA staff an annual report in the format provided by the Commission or CSA.
- H. Consultant will assist in the monitoring and evaluation of the program according to this Scope of Work (Exhibit A) and supporting evaluation documents.
- I. Differential Response Client Data Sheet (DR Client Data Sheet) - Consultant shall submit a Differential Response Client Data Sheet (DR Client Data Sheet) monthly via email to [DRClientData@stancounty.com](mailto:DRClientData@stancounty.com).

J. Consultant shall submit all other reporting via email to the following:

- Erica Inacio, Program Monitor, [inacioe@stancounty.com](mailto:inacioe@stancounty.com)
- Stephanie Loomis, Administration, [LoomisS@stancounty.com](mailto:LoomisS@stancounty.com)
- John Sims, Executive Director, [simsj@stancounty.com](mailto:simsj@stancounty.com)
- CSA Reports, [CSAReport@stancounty.com](mailto:CSAReport@stancounty.com)

#### VIII. EVALUATION

Consultant shall collect data/information for the annual report that may include the following:

- Leveraging
- Linkages/collaboration
- Best practices/evidence-based practices
- Cultural proficiency
- Community feedback
- Evaluation capacity
- Response to prior evaluation recommendations
- Contract compliance issues
- Financial management
- Outcomes/results

#### IX. SUSTAINABILITY PLAN

Consultant shall report activities and progress made on the Sustainability Plan (previously submitted to Commission). This report shall be submitted with the Annual Report.

#### X. CUSTOMER SATISFACTION / EMPLOYEE SURVEY

A. Consultant shall develop and conduct a customer satisfaction survey during the second and fourth quarters of the Fiscal Year.

1. Consultant will compile and report survey results by January 31, 2014, 2015, and 2016 (for Quarter 2 survey) and July 31, 2014, 2015, and 2016 (for Quarter 4 survey).

B. Consultant will develop and conduct an employee satisfaction survey annually.

1. Consultant will compile and report survey results into the program's annual report described in Section XII-G.

#### XI. COMPENSATION

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

A. This Agreement shall be effective July 1, 2013 through June 30, 2016.

B. Costs:

1. The maximum amount of this Agreement for the period July 1, 2013 through June 30, 2016 shall not exceed \$731,565. The maximum amount per fiscal year is as follows:

July 1, 2013 through June 30, 2014 shall not exceed \$243,855

July 1, 2014 through June 30, 2015 shall not exceed \$243,855

July 1, 2015 through June 30, 2016 shall not exceed \$243,855

2. This is a cost reimbursement Agreement. The costs attendant to the provision of service are described in EXHIBIT B which is hereby incorporated by reference and made a part hereof. Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, or as the budget is thereafter amended or obligated.
  3. Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, or as the budget is thereafter amended or obligated.
  4. Consultant shall provide a minimum of \$1,647 In-Kind contribution, as detailed in EXHIBIT B – Budget.
- C. Consultant shall make no charge to the recipient and shall collect no share of cost.
- D. Consultant agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Consultant costs, both indirect and direct, relative to this Agreement.
- E. Costs must conform with Federal costs regulation: OMB Circular A-87, A Guide for State and Local Government Agencies, 48 CFR, Part 31, Subpart 31.2 (for profit agencies), and OMB Circular A-122 (for nonprofit agencies). All equipment purchased by Consultant must be depreciated in accordance with 45 CFR 95.705. All equipment, materials, supplies or property of any kind purchased from funds reimbursed or furnished by County under the terms of this Agreement shall be fully consumed or aged out in the course of the agreement/program. County reserves the right to physically reclaim any/all such property at the conclusion of the Agreement in accordance with 45 Code of Federal Regulations, Part 74, Administration of Grants.
- F. Any equipment, materials, supplies, or property of any kind purchased for or financed from funds provided under this Agreement, excepting any funds received for indirect expense pursuant to the budget document attached as EXHIBIT B, having useful life of three (3) years or greater, and a value in excess of One Thousand Dollars (\$1,000.00) shall be defined as an inventory item. All inventory items not fully consumed in the work described herein shall be the property of the County at the termination of this Agreement unless the County, at its sole discretion, makes an alternative disposition. Consultant shall annually prepare a written report of all inventory items and submit the report to the County. Consultant shall also file an inventory report with the County within ten (10) days after termination this Agreement. Final disposition of all inventory items shall be in accordance with written instructions from the County. Consultant is responsible for proper maintenance of inventory items and is responsible for all damage except for normal wear and tear.
- G. County shall not be required to purchase any definite amount of services nor does County guarantee to Consultant any minimum amount of funds or hours.
- H. Billings:
1. Consultant shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for July through April services. Billings for the service month of May and June are as follows:
    - May 2014 is due June 6, 2014
    - June 2014 is due June 13, 2014
    - May 2015 is due June 5, 2015
    - June 2015 is due June 12, 2015
    - May 2016 is due June 3, 2016
    - June 2016 is due June 10, 2016

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

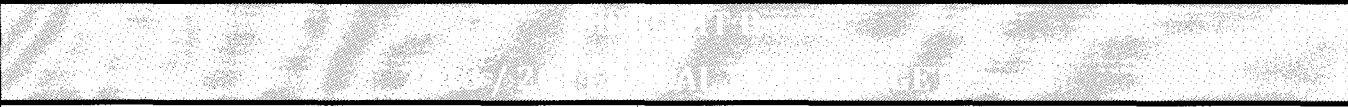
2. Billings will be submitted to:

Stanislaus County Children and Families Commission  
Attention: Accounts Payable  
1010 10<sup>th</sup> Street, Suite 5000  
Modesto, CA 95354  
(209) 558-6218

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

## XII. PAYMENTS

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

<div style="text-align: center;">  </div>				
<b>Date:</b> June 10, 2013		<b>Contract (Program):</b> Ceres Partnership for Healthy Children		
<b>Contract (Agency):</b> CENTER FOR HUMAN SERVICES				
<b>Prepared By (Name &amp; Number):</b> Joyce Ayres, Finance Director, 209-526-1476; email jayres@centerforhumanservice.org				
Description	Prop 10 / CSA Funding	In-Kind *	Other Cash Funding (Identify)	Total
<b>PERSONNEL</b>				
Salary/Wages/Benefits	\$ 172,343	\$ 1,647	\$ 160,420	\$ 334,410
Contract Professional Services				\$ -
<b>Subtotal Personnel Costs</b>	<b>\$ 172,343</b>	<b>\$ 1,647</b>	<b>\$ 160,420</b>	<b>\$ 334,410</b>
<b>SERVICES &amp; SUPPLIES (Operating Expenses)</b>				
Background Checks	\$ 160			\$ 160
Client Incentives/Supportive Service	\$ 894		\$ 12,064	\$ 12,958
Communication and Postage	\$ 3,550		\$ 2,982	\$ 6,532
Contract Services	\$ -		\$ 500	\$ 500
Equipment	\$ 1,600		\$ -	\$ 1,600
Equipment Rental-Copier Lease	\$ 1,080		\$ 838	\$ 1,918
Equipment Repair & Maintenance	\$ 180		\$ 840	\$ 1,020
Food	\$ 600		\$ 3,460	\$ 4,060
Insurance	\$ 1,680		\$ 350	\$ 2,030
Janitorial	\$ 1,300		\$ 1,362	\$ 2,662
Meetings & Trainings	\$ 600		\$ 1,600	\$ 2,200
Membership & Dues	\$ 100			\$ 100
Mileage and Travel	\$ 3,000		\$ 2,400	\$ 5,400
Office Rent (Land, Buildings, etc.)	\$ 17,280		\$ 16,246	\$ 33,526
Office Supplies and Materials	\$ 2,600		\$ 2,150	\$ 4,750
Special Activities	\$ 1,500		\$ 4,422	\$ 5,922
Utilities	\$ 3,660		\$ 3,760	\$ 7,420
				\$ -
				\$ -
				\$ -
<b>Subtotal Services &amp; Supplies</b>	<b>\$ 39,784</b>	<b>\$ -</b>	<b>\$ 52,974</b>	<b>\$ 92,758</b>
Indirect	\$ 31,728		\$ 31,866	\$ 63,594
<b>FIXED ASSETS</b>				
Buildings and Improvements				\$ -
Equipment (Specify)				\$ -
<b>Subtotal Fixed Assets</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL</b>	<b>\$ 243,855</b>	<b>\$ 1,647</b>	<b>\$ 213,394</b>	<b>\$ 490,762</b>
<b>ESTIMATED MONTHLY INVOICE TO PROP 10</b>				
July	\$ 18,463	January	\$ 22,267	
August	\$ 17,711	February	\$ 19,929	
September	\$ 19,229	March	\$ 20,725	
October	\$ 19,524	April	\$ 22,599	
November	\$ 20,635	May	\$ 21,345	
December	\$ 21,407	June	\$ 20,021	
<b>TOTAL (Equals Prop 10 Funding)</b>	<b>\$ 243,855</b>			

\*Category to be determined



<b>Date:</b> June 10, 2013		<b>Contract (Program):</b> Ceres Partnership for Healthy Children		
<b>Contract (Agency):</b> CENTER FOR HUMAN SERVICES				
<b>Prepared By (Name &amp; Number):</b> Joyce Ayres, Finance Director, 209-526-1476; email jayres@centerforhumanservice.org				
Description	Prop 10 / CSA Funding	In-Kind *	Other Cash Funding (Identify)	Total
<b>PERSONNEL</b>				
Salary/Wages/Benefits	\$ 176,582	\$ 1,647	\$ 164,431	\$ 342,660
Contract Professional Services				\$ -
<b>Subtotal Personnel Costs</b>	<b>\$ 176,582</b>	<b>\$ 1,647</b>	<b>\$ 164,431</b>	<b>\$ 342,660</b>
<b>SERVICES &amp; SUPPLIES (Operating Expenses)</b>				
Background Checks	\$ 160			\$ 160
Client Incentives/Supportive Service	\$ 750		\$ 12,064	\$ 12,814
Communication and Postage	\$ 2,000		\$ 4,532	\$ 6,532
Contract Services	\$ -		\$ 500	\$ 500
Equipment Rental-Copier Lease	\$ 1,080		\$ 838	\$ 1,918
Equipment Repair & Maintenance	\$ 180		\$ 840	\$ 1,020
Food	\$ 600		\$ 3,460	\$ 4,060
Insurance	\$ 1,680		\$ 350	\$ 2,030
Janitorial	\$ 600		\$ 1,965	\$ 2,565
Meetings & Trainings	\$ 600		\$ 1,600	\$ 2,200
Membership & Dues	\$ 100			\$ 100
Mileage and Travel	\$ 3,000		\$ 2,400	\$ 5,400
Office Rent (Land, Buildings, etc.)	\$ 15,935		\$ 17,591	\$ 33,526
Office Supplies and Materials	\$ 3,700		\$ 3,650	\$ 7,350
Special Activities	\$ 1,500		\$ 4,422	\$ 5,922
Utilities	\$ 3,660		\$ 3,760	\$ 7,420
				\$ -
				\$ -
				\$ -
<b>Subtotal Services &amp; Supplies</b>	<b>\$ 35,545</b>	<b>\$ -</b>	<b>\$ 57,972</b>	<b>\$ 93,517</b>
Indirect	\$ 31,728		\$ 33,690	\$ 65,418
<b>FIXED ASSETS</b>				
Buildings and Improvements				\$ -
Equipment (Specify)				\$ -
<b>Subtotal Fixed Assets</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL</b>	<b>\$ 243,855</b>	<b>\$ 1,647</b>	<b>\$ 222,403</b>	<b>\$ 501,595</b>
<b>ESTIMATED MONTHLY INVOICE TO PROP 10</b>				
July	\$ 20,321	January	\$ 20,321	
August	\$ 20,321	February	\$ 20,321	
September	\$ 20,321	March	\$ 20,321	
October	\$ 20,321	April	\$ 20,321	
November	\$ 20,321	May	\$ 20,321	
December	\$ 20,321	June	\$ 20,324	
<b>TOTAL (Equals Prop 10 Funding)</b>	<b>\$ 243,855</b>			

\*Category to be determined

2013-2014 BUDGET				
<b>Date:</b> June 10, 2013		<b>Contract (Program):</b> Ceres Partnership for Healthy Children		
<b>Contract (Agency):</b> CENTER FOR HUMAN SERVICES				
<b>Prepared By (Name &amp; Number):</b> Joyce Ayres, Finance Director, 209-526-1476; email jayres@centerforhumanservice.org				
Description	Prop 10 / CSA Funding	In-Kind *	Other Cash Funding (Identify)	Total
<b>PERSONNEL</b>				
Salary/Wages/Benefits	\$ 178,697	\$ 1,647	\$ 170,752	\$ 351,096
Contract Professional Services				\$ -
<b>Subtotal Personnel Costs</b>	<b>\$ 178,697</b>	<b>\$ 1,647</b>	<b>\$ 170,752</b>	<b>\$ 351,096</b>
<b>SERVICES &amp; SUPPLIES (Operating Expenses)</b>				
Background Checks	\$ 160			\$ 160
Client Incentives/Supportive Service	\$ 750		\$ 12,064	\$ 12,814
Communication and Postage	\$ 2,000		\$ 4,532	\$ 6,532
Contract Services	\$ -		\$ 500	\$ 500
Equipment Rental-Copier Lease	\$ 1,080		\$ 838	\$ 1,918
Equipment Repair & Maintenance			\$ 1,020	\$ 1,020
Food	\$ 500		\$ 3,560	\$ 4,060
Insurance	\$ 1,680		\$ 350	\$ 2,030
Janitorial	\$ 600		\$ 1,965	\$ 2,565
Meetings & Trainings	\$ 600		\$ 1,600	\$ 2,200
Membership & Dues	\$ 100			\$ 100
Mileage and Travel	\$ 2,500		\$ 3,000	\$ 5,500
Office Rent (Land, Buildings, etc.)	\$ 15,935		\$ 17,591	\$ 33,526
Office Supplies and Materials	\$ 2,865		\$ 3,700	\$ 6,565
Special Activities	\$ 1,000		\$ 4,922	\$ 5,922
Utilities	\$ 3,660		\$ 3,760	\$ 7,420
				\$ -
				\$ -
				\$ -
<b>Subtotal Services &amp; Supplies</b>	<b>\$ 33,430</b>	<b>\$ -</b>	<b>\$ 59,402</b>	<b>\$ 92,832</b>
Indirect	\$ 31,728		\$ 35,311	\$ 67,039
<b>FIXED ASSETS</b>				
Buildings and Improvements				\$ -
Equipment (Specify)				\$ -
<b>Subtotal Fixed Assets</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL</b>	<b>\$ 243,855</b>	<b>\$ 1,647</b>	<b>\$ 230,154</b>	<b>\$ 510,967</b>
<b>ESTIMATED MONTHLY INVOICE TO PROP 10</b>				
July	\$ 20,321	January	\$ 20,321	
August	\$ 20,321	February	\$ 20,321	
September	\$ 20,321	March	\$ 20,321	
October	\$ 20,321	April	\$ 20,321	
November	\$ 20,321	May	\$ 20,321	
December	\$ 20,321	June	\$ 20,324	\$ -
<b>TOTAL (Equals Prop 10 Funding)</b>	<b>\$ 243,855</b>			

\*Category to be determined



Exhibit C



# 2013-2014 Stanislaus County Outcomes And Results Reporting Sheet (SCOARRS)

Date:

Agency: Center for Human Services

Program Name: Ceres Partnership for Healthy Children

Prepared by:

Phone Number:

Email:

Reporting for Quarter:

- 1<sup>st</sup> Quarter
- 2<sup>nd</sup> Quarter
- 3<sup>rd</sup> Quarter
- 4<sup>th</sup> Quarter

## ***PLANNED OUTCOMES, RESULTS, AND OBJECTIVES***

- ↳ Families are supported and safe in communities that are capable of supporting safe families
  - ✓ Maintain positive trends in the reduction of repeat child maltreatment reports
  - ✓ Decrease incidents of child abuse and maltreatment
  - ✓ Increase positive social support for families
  - ✓ Increase family resilience capacity (knowledge, skills, and awareness) to promote healthy development and safety

- ↳ Children are born healthy and stay healthy
  - ✓ Increase community awareness and response to child health and safety issues
  - ✓ Increase / maintain enrollments in health insurance products
  - ✓ Maintain access and maximize utilization of children's preventive and ongoing health care

- ↳ Children are eager and ready learners
  - ✓ Increase families' ability to get their children ready for school
  - ✓ Increase the number of children who are cognitively and socially-behaviorally ready to enter school

	<i>Indicators Current Quarter (Progress)</i>	<i>Indicators Cumulative (Progress)</i>	<i>Indicators Cumulative Calculated</i>	<i>Narrative (Only if Needed)</i>
<p>1.FRC Staff will provide an FDM assessment to the caregivers of children (DR &amp; non-DR).</p> <ul style="list-style-type: none"> <li>65% of the caregivers of children will have a first FDM assessment.</li> </ul>	a. <input type="text"/> # of Non-DR children 0-5 receiving any Prop 10 services	a. <input type="text"/> # of Non-DR children 0-5 receiving any Prop 10 services	<p><b>"b" is calculated by an FDM report run by the agency.</b></p> <p>(b) / (a) = <input type="text"/> % of the Non-DR children 0-5 have caregivers who received a first FDM assessment</p> <p>(d) / (c) = <input type="text"/> % of the DR children 0-5 have caregivers who received a first FDM assessment</p> <p>(f) / (e) = <input type="text"/> % of the DR children (all ages) have caregivers who received a first FDM assessment</p>	
	b. <input type="text"/> # of Non-DR of children 0-5 whose caregivers received a first FDM assessment	b. <input type="text"/> # of Non-DR children 0-5 whose caregivers received a first FDM assessment		
	c. <input type="text"/> # of referred DR children 0-5	c. <input type="text"/> # of referred DR children 0-5		
	d. <input type="text"/> # of DR children 0-5 whose caregivers received a first FDM assessment	d. <input type="text"/> # of DR children 0-5 whose caregivers received a first FDM assessment		
	e. <input type="text"/> # of referred DR children (all ages).	e. <input type="text"/> # of referred DR children (all ages).		
	f. <input type="text"/> # of DR children (all ages) whose caregivers received a first FDM assessment	f. <input type="text"/> # of DR children (all ages) whose caregivers received a first FDM assessment		

	<i>Indicators Current Quarter (Progress)</i>	<i>Indicators Cumulative (Progress)</i>	<i>Indicators Cumulative Calculated</i>	<i>Narrative (Only if Needed)</i>
<p>2.FRC Staff will provide a valid depression screening to caregivers of children 0-5 who receive an FDM assessment</p> <ul style="list-style-type: none"> <li>70% of the children 0-5 who are assessed will have caregivers who received depression screenings.</li> </ul>	<p>g. <input type="text"/> # of DR and Non-DR children 0-5 whose caregivers were assessed and screened for depression</p>	<p>g. <input type="text"/> # of DR and Non-DR children 0-5 whose caregivers were assessed and screened for depression</p>	<p><math>(g) / (b+d) = \text{input} \%</math> of the children 0-5 whose families were assessed have caregivers who received depression screenings.</p>	
<p>3.FRC staff or contracted staff will provide group and individual mental health counseling to caregivers of children 0-5. Improvement will be reported by a clinician</p> <ul style="list-style-type: none"> <li>70% of the children whose caregivers receive group counseling will indicate improvement with presenting issues.</li> <li>65% of the children whose caregivers receive individual counseling will meet mental health goals.</li> </ul>	<p>h. <input type="text"/> # of children 0-5 whose caregivers receive group counseling</p>	<p>h. <input type="text"/> # of children 0-5 whose caregivers receive group counseling</p>	<p><math>(i) / (h) = \text{input} \%</math> of the children 0-5 whose caregivers receive group counseling and whose clinician indicates improvement with presenting issues</p> <p><math>(k) / (j) = \text{input} \%</math> of the children 0-5 whose caregivers receive individual counseling and indicate improvement with presenting issues</p>	
	<p>i. <input type="text"/> # of children 0-5 whose caregivers receive group counseling and whose clinician indicates improvement with presenting issues.</p>	<p>i. <input type="text"/> # of children 0-5 whose caregivers receive group counseling and whose clinician indicates improvement with presenting issues.</p>		
	<p>j. <input type="text"/> # of children 0-5 whose caregivers receive individual counseling</p>	<p>j. <input type="text"/> # of children 0-5 whose caregivers receive individual counseling</p>		
	<p>k. <input type="text"/> # of children 0-5 whose caregivers receive individual counseling and meet mental health goals</p>	<p>k. <input type="text"/> # of children 0-5 whose caregivers receive individual counseling and meet mental health goals</p>		

	<i>Indicators Current Quarter (Progress)</i>	<i>Indicators Cumulative (Progress)</i>	<i>Indicators Cumulative Calculated</i>	<i>Narrative (Only if Needed)</i>
<p>4. FRC Staff will provide children 0-5, whose caregivers are assessed, with developmental screenings using the Ages &amp; Stages Questionnaire (ASQ)</p> <ul style="list-style-type: none"> <li>• 55% of the children 0-5 whose families are assessed will receive developmental screenings</li> </ul>	<p>l. <input type="text"/> # of Non-DR children 0-5 whose families were assessed and received a developmental screening</p> <p>m. <input type="text"/> # of DR children 0-5 whose families were assessed and received a developmental screening</p>	<p>l. <input type="text"/> # of Non-DR children 0-5 whose families were assessed and received a developmental screening</p> <p>m. <input type="text"/> # of DR children 0-5 whose families were assessed and received a developmental screening</p>	<p><math>(l+m) / (b+d) = \text{input} \%</math> of the children 0-5 whose families were assessed received developmental screenings</p>	
<p>5. FRC Staff or contracted staff will provide literacy/school readiness services (teaching adults literacy, distributing children's books, teaching adults how to read to children, etc.)</p> <ul style="list-style-type: none"> <li>• 65% of children 0-5 who received literacy services will indicate increased time reading at home with family</li> <li>• 75% of children 0-5 will be provided</li> </ul>	<p>n. <input type="text"/> # of children 0-5 who receive literacy services</p> <p>o. <input type="text"/> # of children 0-5 who receive literacy services and indicate increased time reading at home with family</p> <p>p. <input type="text"/> # of children 0-5 who receive books</p> <p>q. <input type="text"/> # of children 0-5 whose caregivers attended adult literacy classes</p>	<p>n. <input type="text"/> # of children 0-5 who receive literacy services</p> <p>o. <input type="text"/> # of children 0-5 who receive literacy services and indicate increased time reading at home with family</p> <p>p. <input type="text"/> # of children 0-5 who receive books</p> <p>q. <input type="text"/> # of children 0-5 whose caregivers attended adult literacy classes</p>	<p><math>(o) / (n) = \text{input} \%</math> of the children 0-5 who received literacy services and indicate increased time reading at home with family</p> <p><math>(p) / (n) = \text{input} \%</math> of the children 0-5 who received literacy services and receive books</p> <p><math>(r) / (q) = \text{input} \%</math> of children 0-5 whose caregivers attended adult literacy classes and increased literacy skills</p>	

	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
<p>books</p> <ul style="list-style-type: none"> <li>• 40% of children 0-5 whose caregivers attended adult literacy classes will increase literacy skills</li> </ul>	<p>r. <input type="text"/> # of children 0-5 whose caregivers attended adult literacy classes and increased literacy skills</p>	<p>r. <input type="text"/> # of children 0-5 whose caregivers attended adult literacy classes and increased literacy skills</p>		
<p>6. FRC Staff will assist families in obtaining health insurance, and with the enrollment of children 0-5 into a health insurance program within 90 days of first time contact or assessment.</p> <ul style="list-style-type: none"> <li>• 85% of the children 0-5, who did not have health insurance at the time of first contact, received assistance in obtaining health insurance</li> <li>• 80% of the assessed children 0-5, who did not have health insurance, will be enrolled in a health insurance program within 90 days of intake.</li> </ul>	<p>s. <input type="text"/> # of children 0-5 without health insurance at time of first contact</p>	<p>s. <input type="text"/> # of children 0-5 without health insurance at time of first contact</p>	<p>(t) / (s) = <input type="text"/> % of the children 0-5 who did not have health insurance at time of first contact received assistance in obtaining health insurance</p> <p>(v) / (u) = <input type="text"/> % of the assessed children 0-5 who did not have health insurance enrolled in a health insurance program within 90 days</p>	
	<p>t. <input type="text"/> # of children 0-5 who did not have health insurance at time of first contact and have completed an application for health insurance</p>	<p>t. <input type="text"/> # of children 0-5 who did not have health insurance at time of first contact and have completed an application for health insurance</p>		
	<p>u. <input type="text"/> # of children 0-5 without health insurance whose caregiver received an FDM assessment</p>	<p>u. <input type="text"/> # of children 0-5 without health insurance whose caregiver received an FDM assessment</p>		
	<p>v. <input type="text"/> # of assessed children 0-5 without health insurance are enrolled in a health insurance program within 90 days</p>	<p>v. <input type="text"/> # of assessed children 0-5 without health insurance are enrolled in a health insurance program within 90 days</p>		

	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
<p><b>FDM Indicators</b></p> <ul style="list-style-type: none"> <li>• Access to Transportation Based on Level of Need</li> <li>• Child Health Insurance</li> <li>• Community Resources Knowledge</li> <li>• Health Services</li> <li>• Budgeting Skills and Knowledge of Financial Resources</li> <li>• Adequacy of Clothing</li> <li>• Quality of Employment Status</li> <li>• Access to Quality Child Care</li> <li>• Risk of Emotional or Sexual Abuse</li> <li>• Supervision by the Family</li> <li>• Age-Appropriate Physical and Mental Development</li> <li>• Resources for Nutritious Food</li> <li>• Family Communications Skills</li> <li>• Emotional Wellbeing / Sense of Life Value</li> <li>• Nurturing</li> <li>• Confidence in Parenting</li> </ul>	<p>w. The % (and number) of families who received a first assessment during the quarter and were identified as "in crisis".</p> <p>x. The % (and number) of families who received a first assessment during the quarter and were identified as "safe" or "self sufficient".</p>	<p>w. The % (and number) of families identified as "in crisis" decreases in each assessment subsequent to the first assessment.</p> <p>x. The % (and number) of families identified as "safe" or "self sufficient" increases in each assessment subsequent to the first assessment.</p>	<p><i>Information derives from FDM reports run by the agency. The Cumulative Report should individually compare assessments 1 and 2, 2 and 3, 3 and 4, etc.</i></p>	



	<i>Indicators Current Quarter (Progress)</i>	<i>Indicators Cumulative (Progress)</i>	<i>Indicators Cumulative Calculated</i>	<i>Narrative (Only if Needed)</i>
<p>Skills</p> <ul style="list-style-type: none"> <li>• Health and Safety of Home Environment</li> <li>• Stability of Home and Shelter</li> <li>• Quality of Social Support System</li> <li>• Presence / Degree of Substance Abuse</li> <li>• Adult Educational Development</li> <li>• School Attendance</li> <li>• Income Level for Basic Expenses</li> </ul>				

**More Information**

**Additional Supporting Narrative (Only if Needed):**

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

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

**Resource Changes (Only if Needed):**

**Activities & Services:**

**Activities & Services Changes (Only if Needed):**

# Exhibit D Statistical Reporting

## STANISLAUS COUNTY COMMUNITY SERVICES AGENCY for Differential Response for the Family Resource Centers

### QUARTERLY AGE, LANGUAGE, ETHNICITY and SERVICE REPORT FOR CAPIT & PSSF

TYPE YOUR AGENCY NAME HERE  
ADDRESS

FUNDING SOURCE\*      CAPIT     CFC     CBCAP     CCF     PSSF

PROGRAM NAME                      FAMILY RESOURCE CENTER  
SERVICE MONTH                      \_\_\_\_\_  
INVOICE DATE                              \_\_\_\_\_

**Direct Services Provided**

Family Resource Center

includes the following direct service activities:

- Assessment
- Case Management
- Counseling
- FRC
- Home Visitation
- Information & Referral
- Parent Education and Support
- Parenting Program (Classes)

		Customers Receiving Services					
		0-5 Years		6-18 Years		Adults (19 yr - older)	
Code	Ethnic Origin	without disabilities	with disabilities	without disabilities	with disabilities	without disabilities	with disabilities
WH	White non-Hispanic						
HS	Hispanic						
BL	Black non-hispanic						
A	Asian						
NA	Native America						
O	Other						
		<b>DO NOT WRITE BELOW THIS LINE</b>					
		0	0	0	0	0	0
<b>TOTALS</b>							

\*\* Use appropriate code listed below:

**Code Ethnic Origin**

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

**Code\* Funding Source**

- CAPIT Child Abuse Prevention Intervention and Treatment
- CFC Children and Families Commission
- CBCAP Community Based Child Abuse Prevention
- CCF County Children's Fund
- PSSF Promoting Safe and Stable Families

Direct Services mean that the services must be provided to an individual or family and the planned duration of the services should be more than one-time event. If the participant only attends the direct service for one-time and drops out, they should still be counted in this category, since the planned duration was for more than one time.

This summary is "service focused" Clients may access multiple services and shall be counted once for each service type provided during the reporting period.

**COUNTY OF STANISLAUS  
AGREEMENT TO PROVIDE  
FAMILY RESOURCE CENTERS AND SERVICES  
JULY 1, 2013 THROUGH JUNE 30, 2016**

This AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY AND STANISLAUS COUNTY CHILDREN AND FAMILIES COMMISSION (jointly as "County") and **PARENT RESOURCE CENTER** ("Consultant"), a California non-profit corporation, with an effective date of **JULY 1, 2013**.

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

**INTRODUCTION**

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

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

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

**TERMS AND CONDITIONS**

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

perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

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

## 2. CONSIDERATION

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

## 3. TERM

- 3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in EXHIBIT A.
- 3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.
- 3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Consultant's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Consultant ceases to be licensed or otherwise

authorized to do business in the State of California, and the Consultant fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

- 3.4 The County may terminate this Agreement upon thirty (30) days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.
- 3.5 County shall notify Consultant in writing within thirty (30) days of any potential Federal or State audit exception. Where findings indicate program requirements are not being met and Federal and/or State participation in this program may be imperiled, written notification will constitute County's intention to terminate this Agreement in the event corrections are not accomplished within thirty (30) days.
- 3.6 This Agreement may be terminated by County upon the giving of thirty (30) days notice of such termination because the services as determined by the Director of Stanislaus County Community Services Agency or the Executive Director of Stanislaus County Children and Families Commission 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 or that of the Executive Director of the Commission to the Board of the Children and Families Commission. The determination by either Board as to the termination shall be final.
- 3.7 Notwithstanding any other provisions of this Agreement, County may terminate the Agreement immediately:
  - A. Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services; or,
  - B. Upon loss of any license(s) required for lawful operation of Consultant's business; or,
  - C. Upon an unauthorized decrease in the required insurance in force; or,
  - D. Upon failure to make payroll payments; or,
  - E. Failure to remit payroll deductions in a timely manner to the appropriate State and Federal government; or,
  - F. Upon failure to substantially meet other financial obligations; or,
  - G. Upon service or a writ of attachment by creditors of Consultant
- 3.8 This Agreement is funded from revenue derived from a tax placed on the sales of cigarettes. The County reasonably believes that such tax revenue will be available to fully fund this Agreement for its term. In the event, however, no funds or insufficient funds are available for payments as determined in the sole discretion of the County. The County will immediately notify Consultant of such occurrence and the Agreement may be terminated by County upon thirty (30) days notice. After this Agreement is terminated under these provisions, County shall have no obligation to make further payments and shall only be obligated for work already performed pursuant to this Agreement
- 3.9 Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

#### 4. WORK SCHEDULE

Consultant is obligated to perform in a timely manner those services and work identified in EXHIBIT A. It is understood by Consultant that the performance of these services and work will require the Consultant to perform the services and work in conformance with the schedule set forth in EXHIBIT A, if

any, and, if there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and concurrence of the County.

5. REQUIRED LICENSES, CERTIFICATES AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. INSURANCE

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

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

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

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

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

that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

- 7.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.
- 7.3 The Consultant shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its officers, officials and employees as additional named insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of the Consultant; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.
- 7.4 The Consultant's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.
- 7.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees.
- 7.6 The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 7.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.
- 7.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.
- 7.9 Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insureds under its insurance policies.
- 7.10 At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant shall furnish County with certificates of insurance and with



original endorsements effecting coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

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

## 8. DEFENSE AND INDEMNIFICATION

- 8.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.
- 8.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.
- 8.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

## 9. STATUS OF CONSULTANT

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

circumstances to create an employer-employee relationship or a joint venture.

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

## 10. RECORDS AND AUDITS

- 10.1 Consultant shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement or until such records and their supporting documentation are released due to closure of Federal/State audit, whichever is longer. This includes any handwriting, typewriting, printing, photostatic, photographing, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.
- 10.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.
- 10.3 Any authorized representative of County shall have access to any writings as defined above, provided that said writings are not deemed by Consultant to be confidential, attorney work product, or privileged, for the purposes of making audit, evaluation, examination, excerpts, and

transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

- 10.4 County shall have the right to audit all billings and records of the Consultant related to this Agreement as required by State law. An independent public accountant can be appointed by County.
- 10.5 Consultant agrees that its financial records shall contain itemized records of all costs and be available for inspection in Stanislaus County within three (3) working days of the request by the County, State or Federal agencies.
- 10.6 Monitoring by County may be accomplished by the following means: field reviews, audit claims, monthly review of records, etc.
- 10.7 Consultant shall be responsible for the procurement and performance of a fiscal and compliance audit annually. Entities receiving in excess of \$500,000 in Federal funds must comply with the Single Audit Act of 1984, PL 98-502 and the Single Audit Amendments of 1996, P.L. 104-156. All audits must be performed in accordance with Government Audit standards as set forth in the Guidelines for Financial and Compliance Audits for Federally Assisted Programs, Activities, and Functions, and the provisions of OMB Circular A-133 as this applies to the auditing of states, local governments, institutions of higher education and non-profit.
- 10.8 The annual audit requirement is replaced with a biennial audit covering the most recent fiscal year if all of the following apply:
  - A. The total County Agreement expenditures, from all funding sources, during the fiscal year, are less than \$100,000
  - B. The Consultant is in compliance with all other Agreement requirements
  - C. An audit was performed on one of the preceding two years in accordance with Government Auditing Standards and a copy of the report and any management letter has been submitted to County
    1. The auditor's opinion on the financial statement and the schedule of federal awards (if applicable) were unqualified
    2. There were no deficiencies in internal control over financial reporting that were identified as material weaknesses under the requirements of Government Auditing Standards
    3. None of the state or federal programs had audit findings in the preceding year that were classified as:
      - a. Material weaknesses in the internal control over compliance
      - b. Noncompliance with the provisions of laws, regulations, contracts, or grant agreements that had a material effect on the program
      - c. Known or likely questioned costs
  - D. The audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 10.9 Consultant shall include in all fiscal audit reports an opinion which indicates whether program expenditures are allowable pursuant to the provisions of 45 CFR, Part 74, and all applicable State and Federal guidelines, policies and procedures.
- 10.10 Expenses incurred by Consultant to provide for the performance of an audit to satisfy said requirements are an allowable Agreement cost. Consultant is responsible for ensuring that the appropriate portion of audit costs are included with its total executed Agreement funds.

- 10.11 Consultant is responsible for submitting to County an audit report, prepared in accordance with said requirements, within one hundred twenty (120) days of the end of the Consultant's fiscal year.

## 11. CONFIDENTIALITY

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

- 11.1 Any and all information pertaining to the administration of public social services, for which grants in aid are received will be confidential and will not be open to examination for any purpose not directly connected with the administration of public social services.
- 11.2 No person will publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.
- 11.3 Consultant shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of misdemeanor.
- 11.4 Consultant, as an agent of Stanislaus County, shall be in compliance with the privacy and security safeguards agreement titled Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the County of Stanislaus, Community Services Agency located at: <http://www.stanworks.com/other-services/medi-cal-data-privacy-and-security-agreement.pdf>.

## 12. NONDISCRIMINATION

- 12.1 During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, age (over 40), political affiliation or belief, gender/sex, sexual orientation, gender identity or gender expression. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- 12.2 Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 12.3 Consultant shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

## 13. ASSIGNMENT

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

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

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

14. WAIVER OF DEFAULT

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

15. NOTICE

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

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

Stanislaus County Children and Families Commission  
Attention: Executive Director  
1010 10<sup>th</sup> Street, Suite 5000  
Modesto, CA 95354

To Consultant: Parent Resource Center  
Attention: Keenon Krick, Executive Director  
811 5<sup>th</sup> Street  
Modesto, CA 95351

16. CONFLICTS

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

17. SEVERABILITY

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

18. AMENDMENT

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual

consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

19. ADVICE OF ATTORNEY

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

20. CONSTRUCTION

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

21. GOVERNING LAW AND VENUE

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

22. GENERAL ACCOUNTABILITY

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

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

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

23. CODE OF ETHICS

Consultant shall uphold the following Code of Ethics:

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

24. STATE ENERGY CONSERVATION PLAN

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

25. COPYRIGHT ACCESS

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

26. CONVICTION OF CRIME

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

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

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

27. MATCHING FUNDS

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

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

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

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

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

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

C. Where the prospective recipient of Federal assistance funds is unable to certify to any of

the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

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

29. COMPLIANCE WITH FALSE CLAIMS ACT

- 29.1 Consultant shall notify County immediately upon discovery of any employee of Consultant, any subcontractor, agent or other persons providing services, on behalf of Consultant who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Consultant, any subcontractor, agent or other persons providing services on behalf of Consultant, who is placed on the Medi-Cal Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at [www.medi-cal.ca.gov](http://www.medi-cal.ca.gov).
- 29.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Contractor shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claims Act. Contractor shall be in compliance with the False Health Care Claims Policy approved by the Stanislaus County Board of Supervisors on May 8, 2007, located at <http://www.co.stanislaus.ca.us/BOS/Agenda/2007/20070508/B07.pdf> and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor shall adhere to these policies and procedures.

30. MISCELLANEOUS REQUIREMENTS

- 30.1 During the period of this Agreement, Consultant agrees to:
  - A. Maintain a tobacco free environment on Consultant's property, including outside areas.
  - B. Refuse to accept any direct funds from tobacco industry sources, including event sponsorships and in-kind donations.
  - C. Provide information to its staff on smoking cessation and the dangers of secondhand smoke.
  - D. Provide healthy food and snack options when meals or foods are provided during the course of program operations.
  - E. Develop a Lactation Accommodation Policy that conforms to State law AB 1025 (Sections 1030-1033, California Labor Code), which requires that employees be given reasonable break time to express breastmilk for their children. The law also requires employers to provide a private room or other location near the employee's work area in which to express breastmilk.
- 30.2 Prior to publication or distribution, the Stanislaus County Children and Families Commission's Executive Director shall approve Consultant's deliverable or non-deliverable reports,



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

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

31. SUPPLANTATION OF FUNDS

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

32. ENTIRE AGREEMENT

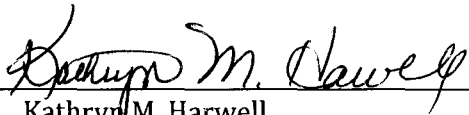
This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

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

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

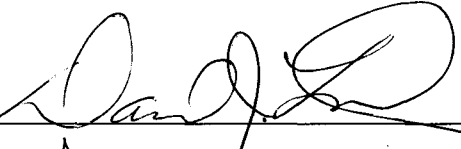
**APPROVED AS TO CONTENT:**

**COUNTY OF STANISLAUS  
COMMUNITY SERVICES AGENCY**

By:   
Kathryn M. Harwell  
Executive Director

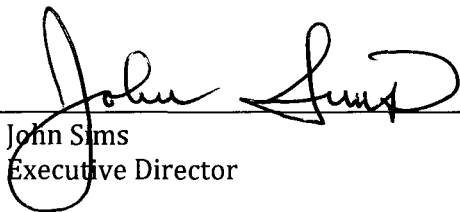
Dated: 7/22/13

**PARENT RESOURCE CENTER**

By:   
Title: President of Board

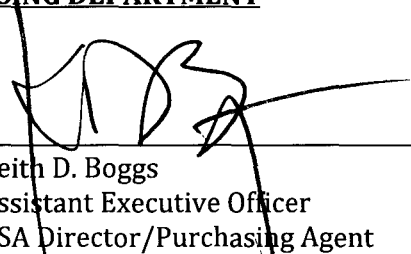
Dated: July 4, 2013

**STANISLAUS COUNTY  
CHILDREN AND FAMILIES COMMISSION (CFC)**

By:   
John Sims  
Executive Director

Dated: 6/13/13

**COUNTY OF STANISLAUS  
PURCHASING DEPARTMENT**

By:   
Keith D. Boggs  
Assistant Executive Officer  
GSA Director/Purchasing Agent

Dated: 8/1/13

**APPROVED AS TO FORM:  
County Counsel**

By:   
John P. Doering, County Counsel

Dated: 6/28/13

**COUNTY OF STANISLAUS**

Approved per BOS Item #: 2013-269

Dated: 6/11/13

Approved per CFC Item #: VI-B1

Dated: 5/28/13

## EXHIBIT A – SCOPE OF WORK

### Parent Resource Center Parent Resource Connection FRC

#### AGREEMENT TO PROVIDE FAMILY RESOURCE CENTERS AND SERVICES JULY 1, 2013 THROUGH JUNE 30, 2016

#### I. PROGRAM DESCRIPTION

Using Proposition 10 funds, Family Resource Centers (FRCs) provide families with children ages 0 through 5 that are at risk of child abuse/neglect with support services and a hub of supports and resources: community resources and referrals; strength based assessments and case management; parent education and support groups; school readiness information dissemination; health insurance enrollment assistance; depression screenings and mental health referrals; child developmental screenings and referrals; and unique services that address the needs of each community. Using Community Services Agency (CSA) funds, FRC's provide differential response (DR) services to children 0 through 17 and family support services to Stanislaus County communities.

#### II. SERVICES PROVIDED

Consultant shall provide the following services at the 811 5th Street Modesto, CA to residents of Stanislaus County.

Services are listed in priority order in accordance with the Priorities Plan adopted by the Commission in January, 2012. Services to be provided under this agreement are limited to:

<b><u>Service</u></b>	<b><u>Service Locations</u></b>
Case Management	Family Resource Centers Mobile (Client Homes)
Parenting Classes	Family Resource Centers
Family Crisis Support	Family Resource Centers Mobile (Client Homes)
Pregnancy/Infant Support Groups	Family Resource Centers without HBO
Resource and Referral	Family Resource Centers Mobile (Client Homes)
Developmental Screenings	Family Resource Centers Mobile (Client Homes)
Children's Book Distribution	Family Resource Centers Mobile (Community Events)
Family Literacy	Family Resource Centers
Child Literacy Classes	Family Resource Centers
Community Outreach	Family Resource Centers Mobile (Community Events) Countywide Schools

Health Insurance Enrollment	Family Resource Centers Mobile (Community Events)
Individual Mental/Behavioral Health	Family Resource Centers
Group Mental/Behavioral Health	Family Resource Centers
Depression Screenings	Family Resource Centers Mobile (Community Events, Homes)
Health and Safety Classes	Family Resource Centers

### III. STRATEGIES / GUIDING PRINCIPLES

- Services shall be culturally and linguistically appropriate to the populations served.
- Equity to all populations shall be a guiding principle of operations.
- Consultant shall actively recruit and engage community members and consumers of services as participants in planning and implementing this grant.
- Funds received under these programs may not be used to supplant or substitute for other local, private, Federal, State and/or County grants or awards. (The definition of supplanting is contained in 30131.4 of the Revenue and Taxation Code.)
- Operating hours of service shall address days and evenings.
- Staffing level and employee qualifications shall be appropriate to services.
- Where appropriate, Consultant shall increase collaborations and service delivery efficiencies
- Consultant shall provide cultural competency training to staff with the goal of reaching cultures not represented in the program
- Whenever possible, Consultant shall increase the number of clients served or increase the number of services to clients or increase the intensity of services to clients
- The Family Resource Connection located at 811 5<sup>th</sup> Street Modesto, CA shall be open at least four (4) hours per day, five (5) days per week, and closed no more than thirteen (13) days in a twelve (12) month period for traditional and legal holidays.

### IV. ACTIVITIES

- To promote collaboration with other agencies, Consultant shall participate in presentations to the Board of Supervisors, Children and Families Commission, Community Services Agency, Stanislaus County Child Abuse Prevention Council and its subcommittees.
- Contactor shall participate in Multi-Disciplinary Team meetings and shall attend Community Service Agency and Children and Families Commission mandated trainings.
- Clients receiving services shall be screened for depression utilizing a tool acceptable to the Commission.
- Outreach activities shall be conducted.
- Consultant shall actively recruit and engage community members and consumers of services as participants in planning and implementing this Agreement.
- Consultant shall recommend and assist with selecting contractor trainings sponsored by Commission.
- Consultant shall provide group and individual mental health counseling to caregivers of children 0-5.

- Consultant shall provide developmental screenings to children 0-5 and to all children under the age of 3 who have a substantiated allegation of abuse/neglect.
- Consultant shall provide literacy/school readiness services (teaching adult literacy, distributing children's books, teaching adults how to read to children, etc.).
- Consultant shall provide all services described in SCOARRS (Exhibit C).

V. ALIGNMENT WITH THE STANISLAUS COUNTY CHILDREN AND FAMILIES COMMISSION'S STRATEGIC PLAN

Desired Result: Families are supported and safe in communities that can support safe families.

Objective(s):

- Maintain positive trends in the reduction of repeat child maltreatment reports.
- Decrease incidents of child abuse and maltreatment
- Increase positive social support for families
- Increase family resiliency capacity (knowledge, skills & awareness) to promote healthy development and safety.

Planned Outcome(s):

- Families are connected to resources or support services.
- Families access support systems and resources in their communities that increase awareness, knowledge, or skills
- Caregivers have increased parenting knowledge, skills, and support
- Caregivers are identified and linked to mental health services
- Mental health issues of caregivers are addressed and improved

Desired Result: Children are eager and ready learners.

Objective(s):

- Increase families' ability to get their children ready for school.
- Children are cognitively, and socially-behaviorally ready to enter school

Planned Outcome(s):

- Children receive early screening and intervention for developmental delays and other special needs
- Caregivers provide care that fosters their children's optimal developmental achievement
- Children possess literacy tools (books and skills)
- Caregivers demonstrate improved literacy skills

Desired Result: Children are born healthy and stay healthy

Objective(s):

- Increase community awareness and response to child health and safety issues
- Increase/maintain enrollments in health insurance products
- Maintain access and maximize utilization of children's preventative and ongoing health care

Planned Outcome(s):

- Caregivers are provided with information on child health and safety
- Children 0-5 are enrolled in health insurance

Consultant shall establish an Internal Monitoring Plan to monitor and meet outcomes set forth in this Agreement.

VI. ELIGIBILITY / AREAS SERVED

The program shall serve Stanislaus County families with children 0 through 5 years of age and shall target Stanislaus County residents in the 95351, 95354, and 95358 zip codes. DR services shall be provided to Stanislaus County families with children 0 through 17 years of age.

VII. REPORTS AND CONTRACT MONITORING

- A. Consultant shall report quarterly to Commission and CSA staff using SCOARRS forms and Program Statistical reports for PSSF and CAPIT (specified in Exhibit D, which is incorporated by this reference) or other forms provided by the Commission or CSA.
- B. Consultant shall submit a quarterly year-to-date In-Kind Report which provides a line item summary of actual expenditures and in-kind match.
1. All quarterly forms (reports) are due according to the following schedule:
- Quarter 1 (July-September): October 31, 2013, 2014, and 2015
  - Quarter 2 (October-December): January 31, 2014, 2015, and 2016
  - Quarter 3 (January-March): April 30, 2014, 2015, and 2016
  - Quarter 4 (April-June): July 31, 2014, 2015, and 2016
- C. Consultant will enter data into a Commission approved database / spreadsheet a minimum of once a quarter, due according to the following schedule:
- Quarter 1 (July-September): October 31, 2013, 2014, and 2015
  - Quarter 2 (October-December): January 31, 2014, 2015, and 2016
  - Quarter 3 (January-March): April 30, 2014, 2015, and 2016
  - Quarter 4 (April-June): July 31, 2014, 2015, and 2016
- D. Consultant shall have a representative attend all Commission's Quarterly Contractor Meetings.
- E. Consultant shall participate in an activity and/or assessment regarding collaboration efforts and outcomes.
- F. Consultant shall participate in site visits with Commission / CSA staff twice yearly. Consultant shall also meet periodically with a Commission / CSA representative upon the reasonable request of the Commission or CSA to discuss, review, and evaluate program activities.
- G. Consultant shall submit to Commission and CSA staff an annual report in the format provided by the Commission or CSA.
- H. Consultant will assist in the monitoring and evaluation of the program according to this Scope of Work (Exhibit A) and supporting evaluation documents.
- I. Differential Response Client Data Sheet (DR Client Data Sheet) - Consultant shall submit a Differential Response Client Data Sheet (DR Client Data Sheet) monthly via email to [DRClientData@stancounty.com](mailto:DRClientData@stancounty.com).

- J. Consultant shall submit all other reporting via email to the following:
- Erica Inacio, Program Monitor, [inacioe@stancounty.com](mailto:inacioe@stancounty.com)
  - Stephanie Loomis, Administration, [LoomisS@stancounty.com](mailto:LoomisS@stancounty.com)
  - John Sims, Executive Director, [simsj@stancounty.com](mailto:simsj@stancounty.com)
  - CSA Reports, [CSAReport@stancounty.com](mailto:CSAReport@stancounty.com)

VIII. EVALUATION

Consultant shall collect data/information for the annual report that may include the following:

- Leveraging
- Linkages/collaboration
- Best practices/evidence-based practices
- Cultural proficiency
- Community feedback
- Evaluation capacity
- Response to prior evaluation recommendations
- Contract compliance issues
- Financial management
- Outcomes/results

IX. SUSTAINABILITY PLAN

Consultant shall report activities and progress made on the Sustainability Plan (previously submitted to Commission). This report shall be submitted with the Annual Report.

X. CUSTOMER SATISFACTION / EMPLOYEE SURVEY

- A. Consultant shall develop and conduct a customer satisfaction survey during the second and fourth quarters of the Fiscal Year.
1. Consultant will compile and report survey results by January 31, 2014, 2015, and 2016 (for Quarter 2 survey) and July 31, 2014, 2015, and 2016 (for Quarter 4 survey).
- B. Consultant will develop and conduct an employee satisfaction survey annually.
1. Consultant will compile and report survey results into the program's annual report described in Section XII-G.

XI. COMPENSATION

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

- A. This Agreement shall be effective July 1, 2013 through June 30, 2016.
- B. Costs:
1. The maximum amount of this Agreement for the period July 1, 2013 through June 30, 2016 shall not exceed \$1,574,118. The maximum amount per fiscal year is as follows:

July 1, 2013 through June 30, 2014 shall not exceed \$524,706

July 1, 2014 through June 30, 2015 shall not exceed \$524,706

July 1, 2015 through June 30, 2016 shall not exceed \$524,706

2. This is a cost reimbursement Agreement. The costs attendant to the provision of service are described in EXHIBIT B which is hereby incorporated by reference and made a part hereof. Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, or as the budget is thereafter amended or obligated.
  3. Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, or as the budget is thereafter amended or obligated.
  4. Consultant shall provide a minimum of \$4,637 In-Kind contribution, as detailed in EXHIBIT B - Budget.
- C. Consultant shall make no charge to the recipient and shall collect no share of cost.
- D. Consultant agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Consultant costs, both indirect and direct, relative to this Agreement.
- E. Costs must conform with Federal costs regulation: OMB Circular A-87, A Guide for State and Local Government Agencies, 48 CFR, Part 31, Subpart 31.2 (for profit agencies), and OMB Circular A-122 (for nonprofit agencies). All equipment purchased by Consultant must be depreciated in accordance with 45 CFR 95.705. All equipment, materials, supplies or property of any kind purchased from funds reimbursed or furnished by County under the terms of this Agreement shall be fully consumed or aged out in the course of the agreement/program. County reserves the right to physically reclaim any/all such property at the conclusion of the Agreement in accordance with 45 Code of Federal Regulations, Part 74, Administration of Grants.
- F. Any equipment, materials, supplies, or property of any kind purchased for or financed from funds provided under this Agreement, excepting any funds received for indirect expense pursuant to the budget document attached as EXHIBIT B, having useful life of three (3) years or greater, and a value in excess of One Thousand Dollars (\$1,000.00) shall be defined as an inventory item. All inventory items not fully consumed in the work described herein shall be the property of the County at the termination of this Agreement unless the County, at its sole discretion, makes an alternative disposition. Consultant shall annually prepare a written report of all inventory items and submit the report to the County. Consultant shall also file an inventory report with the County within ten (10) days after termination this Agreement. Final disposition of all inventory items shall be in accordance with written instructions from the County. Consultant is responsible for proper maintenance of inventory items and is responsible for all damage except for normal wear and tear.
- G. County shall not be required to purchase any definite amount of services nor does County guarantee to Consultant any minimum amount of funds or hours.
- H. Billings:
1. Consultant shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for July through April services. Billings for the service month of May and June are as follows:
    - May 2014 is due June 6, 2014
    - June 2014 is due June 13, 2014
    - May 2015 is due June 5, 2015
    - June 2015 is due June 12, 2015
    - May 2016 is due June 3, 2016
    - June 2016 is due June 10, 2016



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

2. Billings will be submitted to:

Stanislaus County Children and Families Commission  
Attention: Accounts Payable  
1010 10<sup>th</sup> Street, Suite 5000  
Modesto, CA 95354  
(209) 558-6218

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

XII. PAYMENTS

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

## EXHIBIT B 2013/2014 FISCAL YEAR BUDGET

Date: June 10, 2013 Contract (Program): Family Resource Connection  
 Contract (Agency): Parent Resource Center  
 Prepared By (Name & Number): Lisa Root / 209.549.8193

DESCRIPTION	PROP 10 FUNDING	IN-KIND* (from Contracted Agency)	OTHER CASH FUNDING (Identify)	TOTAL
-------------	-----------------	--------------------------------------	----------------------------------	-------

### PERSONNEL

Salary/Wages	\$ 272,615	\$ 10,140		\$ 282,755
Fringe Benefits	\$ 59,975			\$ 59,975
<b>Subtotal Personnel Costs</b>	<b>\$ 332,591</b>	<b>\$ 10,140</b>	<b>\$ -</b>	<b>\$ 342,731</b>

### SERVICES & SUPPLIES (Operating Expenses)

Contract Professional Services	\$ 88,000			\$ 88,000
Legal and Accounting	\$ 18,398	\$ 2,500		\$ 20,898
Equipment Rental (Specify)	\$ 3,477			\$ 3,477
Insurance	\$ 7,386	\$ 2,000		\$ 9,386
Janitorial	\$ 2,149			\$ 2,149
License/Permits/etc.	\$ 253			\$ 253
Office Rent (Land, Buildings, etc.)	\$ 37,986	\$ 3,000		\$ 40,986
Office Supplies and Materials	\$ 5,374			\$ 5,374
Postage	\$ 1,138			\$ 1,138
Printing and Binding	\$ 2,529			\$ 2,529
Program-General	\$ 948	\$ 200		\$ 1,148
Program-Food	\$ 2,000			\$ 2,000
Program-Kitchen	\$ 948	\$ 200		\$ 1,148
Security	\$ 1,644			\$ 1,644
Storage	\$ 948			\$ 948
Telephone	\$ 5,816			\$ 5,816
Training Costs	\$ 350			\$ 350
Travel	\$ 3,920			\$ 3,920
Utilities	\$ 8,851			\$ 8,851
<b>Subtotal Services &amp; Supplies</b>	<b>\$ 192,115</b>	<b>\$ 7,900</b>	<b>\$ -</b>	<b>\$ 200,015</b>

Indirect

\$ -

### FIXED ASSETS

Buildings and Improvements				\$ -
Equipment (Specify)				\$ -
<b>Subtotal Fixed Assets</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL</b>	<b>\$ 524,706</b>	<b>\$ 18,040</b>	<b>\$ -</b>	<b>\$ 542,746</b>

### ESTIMATED MONTHLY INVOICE TO PROP 10

July	\$ 43,725.50	January	\$ 43,725.50
August	\$ 43,725.50	February	\$ 43,725.50
September	\$ 43,725.50	March	\$ 43,725.50
October	\$ 43,725.50	April	\$ 43,725.50
November	\$ 43,725.50	May	\$ 43,725.50
December	\$ 43,725.50	June	\$ 43,725.50
<b>TOTAL (Equals Prop 10 Funding)</b>	<b>\$ 524,706</b>		

## EXHIBIT B 2014/2015 FISCAL YEAR BUDGET

Date: June 10, 2013		Contract (Program): Family Resource Connection		
Contract (Agency):		Parent Resource Center		
Prepared By (Name & Number):		Lisa Root / 209.549.8193		
DESCRIPTION	PROP 10 FUNDING	IN-KIND* (from Contracted Agency)	OTHER CASH FUNDING (Identify)	TOTAL
<b>PERSONNEL</b>				
Salary/Wages	\$ 272,615	\$ 10,140		\$ 282,755
Fringe Benefits	\$ 59,975			\$ 59,975
<b>Subtotal Personnel Costs</b>	<b>\$ 332,591</b>	<b>\$ 10,140</b>	<b>\$ -</b>	<b>\$ 342,731</b>
<b>SERVICES &amp; SUPPLIES (Operating Expenses)</b>				
Contract Professional Services	\$ 88,000			\$ 88,000
Legal and Accounting	\$ 18,398	\$ 2,500		\$ 20,898
Equipment Rental (Specify)	\$ 3,477			\$ 3,477
Insurance	\$ 7,386	\$ 2,000		\$ 9,386
Janitorial	\$ 2,149			\$ 2,149
License/Permits/etc.	\$ 253			\$ 253
Office Rent (Land, Buildings, etc.)	\$ 37,986	\$ 3,000		\$ 40,986
Office Supplies and Materials	\$ 5,374			\$ 5,374
Postage	\$ 1,138			\$ 1,138
Printing and Binding	\$ 2,529			\$ 2,529
Program-General	\$ 948	\$ 200		\$ 1,148
Program-Food	\$ 2,000			\$ 2,000
Program-Kitchen	\$ 948	\$ 200		\$ 1,148
Security	\$ 1,644			\$ 1,644
Storage	\$ 948			\$ 948
Telephone	\$ 5,816			\$ 5,816
Training Costs	\$ 350			\$ 350
Travel	\$ 3,920			\$ 3,920
Utilities	\$ 8,851			\$ 8,851
<b>Subtotal Services &amp; Supplies</b>	<b>\$ 192,115</b>	<b>\$ 7,900</b>	<b>\$ -</b>	<b>\$ 200,015</b>
<b>Indirect</b>				\$ -
<b>FIXED ASSETS</b>				
Buildings and Improvements				\$ -
Equipment (Specify)				\$ -
<b>Subtotal Fixed Assets</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL</b>	<b>\$ 524,706</b>	<b>\$ 18,040</b>	<b>\$ -</b>	<b>\$ 542,746</b>
<b>ESTIMATED MONTHLY INVOICE TO PROP 10</b>				
July	<u>\$ 43,725.50</u>	January	<u>\$ 43,725.50</u>	
August	<u>\$ 43,725.50</u>	February	<u>\$ 43,725.50</u>	
September	<u>\$ 43,725.50</u>	March	<u>\$ 43,725.50</u>	
October	<u>\$ 43,725.50</u>	April	<u>\$ 43,725.50</u>	
November	<u>\$ 43,725.50</u>	May	<u>\$ 43,725.50</u>	
December	<u>\$ 43,725.50</u>	June	<u>\$ 43,725.50</u>	
<b>TOTAL (Equals Prop 10 Funding)</b>	<b>\$ 524,706</b>			

\*Category to be determined.

# EXHIBIT B

## 2015/2016 FISCAL YEAR BUDGET

Date: June 10, 2013		Contract (Program): Family Resource Connection		
Contract (Agency):		Parent Resource Center		
Prepared By (Name & Number): Lisa Root / 209.549.8193				
DESCRIPTION	PROP 10 FUNDING	IN-KIND* (from Contracted Agency)	OTHER CASH FUNDING (Identify)	TOTAL
<b>PERSONNEL</b>				
Salary/Wages	\$ 272,615	\$ 10,140		\$ 282,755
Fringe Benefits	\$ 59,975			\$ 59,975
<b>Subtotal Personnel Costs</b>	<b>\$ 332,591</b>	<b>\$ 10,140</b>	<b>\$ -</b>	<b>\$ 342,731</b>
<b>SERVICES &amp; SUPPLIES (Operating Expenses)</b>				
Contract Professional Services	\$ 88,000			\$ 88,000
Legal and Accounting	\$ 18,398	\$ 2,500		\$ 20,898
Equipment Rental (Specify)	\$ 3,477			\$ 3,477
Insurance	\$ 7,386	\$ 2,000		\$ 9,386
Janitorial	\$ 2,149			\$ 2,149
License/Permits/etc.	\$ 253			\$ 253
Office Rent (Land, Buildings, etc.)	\$ 37,986	\$ 3,000		\$ 40,986
Office Supplies and Materials	\$ 5,374			\$ 5,374
Postage	\$ 1,138			\$ 1,138
Printing and Binding	\$ 2,529			\$ 2,529
Program-General	\$ 948	\$ 200		\$ 1,148
Program-Food	\$ 2,000			\$ 2,000
Program-Kitchen	\$ 948	\$ 200		\$ 1,148
Security	\$ 1,644			\$ 1,644
Storage	\$ 948			\$ 948
Telephone	\$ 5,816			\$ 5,816
Training Costs	\$ 350			\$ 350
Travel	\$ 3,920			\$ 3,920
Utilities	\$ 8,851			\$ 8,851
<b>Subtotal Services &amp; Supplies</b>	<b>\$ 192,115</b>	<b>\$ 7,900</b>	<b>\$ -</b>	<b>\$ 200,015</b>
<b>Indirect</b>				\$ -
<b>FIXED ASSETS</b>				
Buildings and Improvements				\$ -
Equipment (Specify)				\$ -
<b>Subtotal Fixed Assets</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL</b>	<b>\$ 524,706</b>	<b>\$ 18,040</b>	<b>\$ -</b>	<b>\$ 542,746</b>
<b>ESTIMATED MONTHLY INVOICE TO PROP 10</b>				
July	\$ 43,725.50	January	\$ 43,725.50	
August	\$ 43,725.50	February	\$ 43,725.50	
September	\$ 43,725.50	March	\$ 43,725.50	
October	\$ 43,725.50	April	\$ 43,725.50	
November	\$ 43,725.50	May	\$ 43,725.50	
December	\$ 43,725.50	June	\$ 43,725.50	
<b>TOTAL (Equals Prop 10 Funding)</b>	<b>\$ 524,706</b>			

\*Category to be determined.



Exhibit C



It's All About The Kids

# 2013-2014 Stanislaus County Outcomes And Results Reporting Sheet (SCOARRS)

Date:

Agency: Parent Resource Center

Program Name: Family Resource Connection

Prepared by:

Phone Number:

Email:

Reporting for Quarter:

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

## ***PLANNED OUTCOMES, RESULTS, AND OBJECTIVES***

- ↳ Families are supported and safe in communities that are capable of supporting safe families
  - ✓ Maintain positive trends in the reduction of repeat child maltreatment reports
  - ✓ Decrease incidents of child abuse and maltreatment
  - ✓ Increase positive social support for families
  - ✓ Increase family resilience capacity (knowledge, skills, and awareness) to promote healthy development and safety

- ↳ Children are born healthy and stay healthy
  - ✓ Increase community awareness and response to child health and safety issues
  - ✓ Increase / maintain enrollments in health insurance products
  - ✓ Maintain access and maximize utilization of children's preventive and ongoing health care

- ↳ Children are eager and ready learners
  - ✓ Increase families' ability to get their children ready for school
  - ✓ Increase the number of children who are cognitively and socially-behaviorally ready to enter school

	<i>Indicators Current Quarter (Progress)</i>	<i>Indicators Cumulative (Progress)</i>	<i>Indicators Cumulative Calculated</i>	<i>Narrative (Only if Needed)</i>
<p>1. FRC Staff will provide an FDM assessment to the caregivers of children (DR &amp; non-DR).</p> <ul style="list-style-type: none"> <li>65% of the caregivers of children will have a first FDM assessment.</li> </ul>	a. <input type="text"/> # of Non-DR children 0-5 receiving any Prop 10 services	a. <input type="text"/> # of Non-DR children 0-5 receiving any Prop 10 services	<p><b>"b" is calculated by an FDM report run by the agency.</b></p> <p>(b) / (a) = <input type="text"/> % of the Non-DR children 0-5 have caregivers who received a first FDM assessment</p> <p>(d) / (c) = <input type="text"/> % of the DR children 0-5 have caregivers who received a first FDM assessment</p> <p>(f) / (e) = <input type="text"/> % of the DR children (all ages) have caregivers who received a first FDM assessment</p>	
	b. <input type="text"/> # of Non-DR of children 0-5 whose caregivers received a first FDM assessment	b. <input type="text"/> # of Non-DR children 0-5 whose caregivers received a first FDM assessment		
	c. <input type="text"/> # of referred DR children 0-5	c. <input type="text"/> # of referred DR children 0-5		
	d. <input type="text"/> # of DR children 0-5 whose caregivers received a first FDM assessment	d. <input type="text"/> # of DR children 0-5 whose caregivers received a first FDM assessment		
	e. <input type="text"/> # of referred DR children (all ages).	e. <input type="text"/> # of referred DR children (all ages).		
	f. <input type="text"/> # of DR children (all ages) whose caregivers received a first FDM assessment	f. <input type="text"/> # of DR children (all ages) whose caregivers received a first FDM assessment		

	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
<p>2.FRC Staff will provide a valid depression screening to caregivers of children 0-5 who receive an FDM assessment</p> <ul style="list-style-type: none"> <li>70% of the children 0-5 who are assessed will have caregivers who received depression screenings.</li> </ul>	<p>g. <input type="text"/> # of DR and Non-DR children 0-5 whose caregivers were assessed and screened for depression</p>	<p>g. <input type="text"/> # of DR and Non-DR children 0-5 whose caregivers were assessed and screened for depression</p>	<p><math>(g) / (b+d) = \text{input} \%</math> of the children 0-5 whose families were assessed have caregivers who received depression screenings.</p>	
<p>3.FRC staff or contracted staff will provide group and individual mental health counseling to caregivers of children 0-5. Improvement will be reported by a clinician</p> <ul style="list-style-type: none"> <li>70% of the children whose caregivers receive group counseling will indicate improvement with presenting issues.</li> <li>65% of the children whose caregivers receive individual counseling will meet mental health goals.</li> </ul>	<p>h. <input type="text"/> # of children 0-5 whose caregivers receive group counseling</p>	<p>h. <input type="text"/> # of children 0-5 whose caregivers receive group counseling</p>	<p><math>(i) / (h) = \text{input} \%</math> of the children 0-5 whose caregivers receive group counseling and whose clinician indicates improvement with presenting issues</p> <p><math>(k) / (j) = \text{input} \%</math> of the children 0-5 whose caregivers receive individual counseling and indicate improvement with presenting issues</p>	
	<p>i. <input type="text"/> # of children 0-5 whose caregivers receive group counseling and whose clinician indicates improvement with presenting issues.</p>	<p>i. <input type="text"/> # of children 0-5 whose caregivers receive group counseling and whose clinician indicates improvement with presenting issues.</p>		
	<p>j. <input type="text"/> # of children 0-5 whose caregivers receive individual counseling</p>	<p>j. <input type="text"/> # of children 0-5 whose caregivers receive individual counseling</p>		
	<p>k. <input type="text"/> # of children 0-5 whose caregivers receive individual counseling and meet mental health goals</p>	<p>k. <input type="text"/> # of children 0-5 whose caregivers receive individual counseling and meet mental health goals</p>		

	<i>Indicators Current Quarter (Progress)</i>	<i>Indicators Cumulative (Progress)</i>	<i>Indicators Cumulative Calculated</i>	<i>Narrative (Only if Needed)</i>
<p>4. FRC Staff will provide children 0-5, whose caregivers are assessed, with developmental screenings using the Ages &amp; Stages Questionnaire (ASQ)</p> <ul style="list-style-type: none"> <li>• 55% of the children 0-5 whose families are assessed will receive developmental screenings</li> </ul>	<p>l. <input type="text"/> # of Non-DR children 0-5 whose families were assessed and received a developmental screening</p>	<p>l. <input type="text"/> # of Non-DR children 0-5 whose families were assessed and received a developmental screening</p>	<p><math>(l+m) / (b+d) = \text{<input type="text"/>} \%</math> of the children 0-5 whose families were assessed received developmental screenings</p>	
	<p>m. <input type="text"/> # of DR children 0-5 whose families were assessed and received a developmental screening</p>	<p>m. <input type="text"/> # of DR children 0-5 whose families were assessed and received a developmental screening</p>		
<p>5. FRC Staff or contracted staff will provide literacy/school readiness services (teaching adults literacy, distributing children's books, teaching adults how to read to children, etc.)</p> <ul style="list-style-type: none"> <li>• 65% of children 0-5 who received literacy services will indicate increased time reading at home with family</li> <li>• 75% of children 0-5 will be provided</li> </ul>	<p>n. <input type="text"/> # of children 0-5 who receive literacy services</p>	<p>n. <input type="text"/> # of children 0-5 who receive literacy services</p>	<p><math>(o) / (n) = \text{<input type="text"/>} \%</math> of the children 0-5 who received literacy services and indicate increased time reading at home with family</p> <p><math>(p) / (n) = \text{<input type="text"/>} \%</math> of the children 0-5 who received literacy services and receive books</p> <p><math>(r) / (q) = \text{<input type="text"/>} \%</math> of children 0-5 whose caregivers attended adult literacy classes and increased literacy skills</p>	
	<p>o. <input type="text"/> # of children 0-5 who receive literacy services and indicate increased time reading at home with family</p>	<p>o. <input type="text"/> # of children 0-5 who receive literacy services and indicate increased time reading at home with family</p>		
	<p>p. <input type="text"/> # of children 0-5 who receive books</p>	<p>p. <input type="text"/> # of children 0-5 who receive books</p>		
	<p>q. <input type="text"/> # of children 0-5 whose caregivers attended adult literacy classes</p>	<p>q. <input type="text"/> # of children 0-5 whose caregivers attended adult literacy classes</p>		



	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
<p>books</p> <ul style="list-style-type: none"> <li>40% of children 0-5 whose caregivers attended adult literacy classes will increase literacy skills</li> </ul>	<p>r. <input type="text"/> # of children 0-5 whose caregivers attended adult literacy classes and increased literacy skills</p>	<p>r. <input type="text"/> # of children 0-5 whose caregivers attended adult literacy classes and increased literacy skills</p>		
<p>6. FRC Staff will assist families in obtaining health insurance, and with the enrollment of children 0-5 into a health insurance program within 90 days of first time contact or assessment.</p> <ul style="list-style-type: none"> <li>85% of the children 0-5, who did not have health insurance at the time of first contact, received assistance in obtaining health insurance</li> <li>80% of the assessed children 0-5, who did not have health insurance, will be enrolled in a health insurance program within 90 days of intake.</li> </ul>	<p>s. <input type="text"/> # of children 0-5 without health insurance at time of first contact</p>	<p>s. <input type="text"/> # of children 0-5 without health insurance at time of first contact</p>	<p>(t) / (s) = <input type="text"/> % of the children 0-5 who did not have health insurance at time of first contact received assistance in obtaining health insurance</p> <p>(v) / (u) = <input type="text"/> % of the assessed children 0-5 who did not have health insurance enrolled in a health insurance program within 90 days</p>	
	<p>t. <input type="text"/> # of children 0-5 who did not have health insurance at time of first contact and have completed an application for health insurance</p>	<p>t. <input type="text"/> # of children 0-5 who did not have health insurance at time of first contact and have completed an application for health insurance</p>		
	<p>u. <input type="text"/> # of children 0-5 without health insurance whose caregiver received an FDM assessment</p>	<p>u. <input type="text"/> # of children 0-5 without health insurance whose caregiver received an FDM assessment</p>		
	<p>v. <input type="text"/> # of assessed children 0-5 without health insurance are enrolled in a health insurance program within 90 days</p>	<p>v. <input type="text"/> # of assessed children 0-5 without health insurance are enrolled in a health insurance program within 90 days</p>		

	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
<p><b>FDM Indicators</b></p> <ul style="list-style-type: none"> <li>• Access to Transportation Based on Level of Need</li> <li>• Child Health Insurance</li> <li>• Community Resources Knowledge</li> <li>• Health Services</li> <li>• Budgeting Skills and Knowledge of Financial Resources</li> <li>• Adequacy of Clothing</li> <li>• Quality of Employment Status</li> <li>• Access to Quality Child Care</li> <li>• Risk of Emotional or Sexual Abuse</li> <li>• Supervision by the Family</li> <li>• Age-Appropriate Physical and Mental Development</li> <li>• Resources for Nutritious Food</li> <li>• Family Communications Skills</li> <li>• Emotional Wellbeing / Sense of Life Value</li> <li>• Nurturing</li> <li>• Confidence in Parenting</li> </ul>	<p>w. The % (and number) of families who received a first assessment during the quarter and were identified as "in crisis".</p> <p>x. The % (and number) of families who received a first assessment during the quarter and were identified as "safe" or "self sufficient".</p>	<p>w. The % (and number) of families identified as "in crisis" decreases in each assessment subsequent to the first assessment.</p> <p>x. The % (and number) of families identified as "safe" or "self sufficient" increases in each assessment subsequent to the first assessment.</p>	<p><i>Information derives from FDM reports run by the agency. The Cumulative Report should individually compare assessments 1 and 2, 2 and 3, 3 and 4, etc.</i></p>	

**Exhibit C**



	<i>Indicators Current Quarter (Progress)</i>	<i>Indicators Cumulative (Progress)</i>	<i>Indicators Cumulative Calculated</i>	<i>Narrative (Only if Needed)</i>
<p><b>Skills</b></p> <ul style="list-style-type: none"> <li>• Health and Safety of Home Environment</li> <li>• Stability of Home and Shelter</li> <li>• Quality of Social Support System</li> <li>• Presence / Degree of Substance Abuse</li> <li>• Adult Educational Development</li> <li>• School Attendance</li> <li>• Income Level for Basic Expenses</li> </ul>				



**More Information**

**Additional Supporting Narrative (Only if Needed):**

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

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

**Resource Changes (Only if Needed):**

**Activities & Services:**

**Activities & Services Changes (Only if Needed):**

# Exhibit D Statistical Reporting

## STANISLAUS COUNTY COMMUNITY SERVICES AGENCY for Differential Response for the Family Resource Centers

### QUARTERLY AGE, LANGUAGE, ETHNICITY and SERVICE REPORT FOR CAPIT & PSSF

TYPE YOUR AGENCY NAME HERE  
ADDRESS

FUNDING SOURCE\*      CAPIT     CFC     CBCAP     CCF     PSSF

PROGRAM NAME                      FAMILY RESOURCE CENTER  
SERVICE MONTH                      \_\_\_\_\_  
INVOICE DATE                              \_\_\_\_\_

**Direct Services Provided**

Family Resource Center

includes the following direct service activities:

- Assessment
- Case Management
- Counseling
- FRC
- Home Visitation
- Information & Referral
- Parent Education and Support
- Parenting Program (Classes)

		Customers Receiving Services					
		0-5 Years		6-18 Years		Adults (19 yr - older)	
Code	Ethnic Origin	without disabilities	with disabilities	without disabilities	with disabilities	without disabilities	with disabilities
WH	White non-Hispanic						
HS	Hispanic						
BL	Black non-hispanic						
A	Asian						
NA	Native America						
O	Other						
<b>DO NOT WRITE BELOW THIS LINE</b>							
		0	0	0	0	0	0
<b>TOTALS</b>							

\*\* Use appropriate code listed below:

**Code Ethnic Origin**

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

**Code\* Funding Source**

- CAPIT Child Abuse Prevention Intervention and Treatment
- CFC Children and Families Commission
- CBCAP Community Based Child Abuse Prevention
- CCF County Children's Fund
- PSSF Promoting Safe and Stable Families

Direct Services mean that the services must be provided to an individual or family and the planned duration of the services should be more than one-time event. If the participant onkly attends the direct service for one-time and drops out, they should still be counted in this category, since the planned duration was for more than one time.

This summary is "service focused" Clients may access multiple services and shall be counted once for each service type provided during the reporting period.

**COUNTY OF STANISLAUS  
AGREEMENT TO PROVIDE  
FAMILY RESOURCE CENTERS AND SERVICES  
JULY 1, 2013 THROUGH JUNE 30, 2016**

This AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY AND STANISLAUS COUNTY CHILDREN AND FAMILIES COMMISSION (jointly as "County") and SIERRA VISTA CHILD & FAMILY SERVICES (NORTH MODESTO FAMILY RESOURCE CENTER)("Consultant"), a California non-profit corporation, with an effective date of JULY 1, 2013.

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

**INTRODUCTION**

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

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

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

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

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

perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

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

## 2. CONSIDERATION

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

## 3. TERM

- 3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in EXHIBIT A.
- 3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.
- 3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Consultant's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Consultant ceases to be licensed or otherwise

authorized to do business in the State of California, and the Consultant fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

- 3.4 The County may terminate this Agreement upon thirty (30) days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.
- 3.5 County shall notify Consultant in writing within thirty (30) days of any potential Federal or State audit exception. Where findings indicate program requirements are not being met and Federal and/or State participation in this program may be imperiled, written notification will constitute County's intention to terminate this Agreement in the event corrections are not accomplished within thirty (30) days.
- 3.6 This Agreement may be terminated by County upon the giving of thirty (30) days notice of such termination because the services as determined by the Director of Stanislaus County Community Services Agency or the Executive Director of Stanislaus County Children and Families Commission 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 or that of the Executive Director of the Commission to the Board of the Children and Families Commission. The determination by either Board as to the termination shall be final.
- 3.7 Notwithstanding any other provisions of this Agreement, County may terminate the Agreement immediately:
  - A. Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services; or,
  - B. Upon loss of any license(s) required for lawful operation of Consultant's business; or,
  - C. Upon an unauthorized decrease in the required insurance in force; or,
  - D. Upon failure to make payroll payments; or,
  - E. Failure to remit payroll deductions in a timely manner to the appropriate State and Federal government; or,
  - F. Upon failure to substantially meet other financial obligations; or,
  - G. Upon service or a writ of attachment by creditors of Consultant
- 3.8 This Agreement is funded from revenue derived from a tax placed on the sales of cigarettes. The County reasonably believes that such tax revenue will be available to fully fund this Agreement for its term. In the event, however, no funds or insufficient funds are available for payments as determined in the sole discretion of the County. The County will immediately notify Consultant of such occurrence and the Agreement may be terminated by County upon thirty (30) days notice. After this Agreement is terminated under these provisions, County shall have no obligation to make further payments and shall only be obligated for work already performed pursuant to this Agreement
- 3.9 Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

#### 4. WORK SCHEDULE

Consultant is obligated to perform in a timely manner those services and work identified in EXHIBIT A. It is understood by Consultant that the performance of these services and work will require the Consultant to perform the services and work in conformance with the schedule set forth in EXHIBIT A, if



any, and, if there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and concurrence of the County.

5. REQUIRED LICENSES, CERTIFICATES AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. INSURANCE

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

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

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

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

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

that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

- 7.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.
- 7.3 The Consultant shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its officers, officials and employees as additional named insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of the Consultant; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.
- 7.4 The Consultant's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.
- 7.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees.
- 7.6 The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 7.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.
- 7.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.
- 7.9 Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insureds under its insurance policies.
- 7.10 At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant shall furnish County with certificates of insurance and with

original endorsements effecting coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

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

## 8. DEFENSE AND INDEMNIFICATION

- 8.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.
- 8.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.
- 8.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

## 9. STATUS OF CONSULTANT

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

circumstances to create an employer-employee relationship or a joint venture.

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

## 10. RECORDS AND AUDITS

- 10.1 Consultant shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement or until such records and their supporting documentation are released due to closure of Federal/State audit, whichever is longer. This includes any handwriting, typewriting, printing, photostatic, photographing, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.
- 10.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.
- 10.3 Any authorized representative of County shall have access to any writings as defined above, provided that said writings are not deemed by Consultant to be confidential, attorney work product, or privileged, for the purposes of making audit, evaluation, examination, excerpts, and

transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

- 10.4 County shall have the right to audit all billings and records of the Consultant related to this Agreement as required by State law. An independent public accountant can be appointed by County.
- 10.5 Consultant agrees that its financial records shall contain itemized records of all costs and be available for inspection in Stanislaus County within three (3) working days of the request by the County, State or Federal agencies.
- 10.6 Monitoring by County may be accomplished by the following means: field reviews, audit claims, monthly review of records, etc.
- 10.7 Consultant shall be responsible for the procurement and performance of a fiscal and compliance audit annually. Entities receiving in excess of \$500,000 in Federal funds must comply with the Single Audit Act of 1984, PL 98-502 and the Single Audit Amendments of 1996, P.L. 104-156. All audits must be performed in accordance with Government Audit standards as set forth in the Guidelines for Financial and Compliance Audits for Federally Assisted Programs, Activities, and Functions, and the provisions of OMB Circular A-133 as this applies to the auditing of states, local governments, institutions of higher education and non-profit.
- 10.8 The annual audit requirement is replaced with a biennial audit covering the most recent fiscal year if all of the following apply:
  - A. The total County Agreement expenditures, from all funding sources, during the fiscal year, are less than \$100,000
  - B. The Consultant is in compliance with all other Agreement requirements
  - C. An audit was performed on one of the preceding two years in accordance with Government Auditing Standards and a copy of the report and any management letter has been submitted to County
    1. The auditor's opinion on the financial statement and the schedule of federal awards (if applicable) were unqualified
    2. There were no deficiencies in internal control over financial reporting that were identified as material weaknesses under the requirements of Government Auditing Standards
    3. None of the state or federal programs had audit findings in the preceding year that were classified as:
      - a. Material weaknesses in the internal control over compliance
      - b. Noncompliance with the provisions of laws, regulations, contracts, or grant agreements that had a material effect on the program
      - c. Known or likely questioned costs
  - D. The audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 10.9 Consultant shall include in all fiscal audit reports an opinion which indicates whether program expenditures are allowable pursuant to the provisions of 45 CFR, Part 74, and all applicable State and Federal guidelines, policies and procedures.
- 10.10 Expenses incurred by Consultant to provide for the performance of an audit to satisfy said requirements are an allowable Agreement cost. Consultant is responsible for ensuring that the appropriate portion of audit costs are included with its total executed Agreement funds.

- 10.11 Consultant is responsible for submitting to County an audit report, prepared in accordance with said requirements, within one hundred twenty (120) days of the end of the Consultant's fiscal year.

## 11. CONFIDENTIALITY

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

- 11.1 Any and all information pertaining to the administration of public social services, for which grants in aid are received will be confidential and will not be open to examination for any purpose not directly connected with the administration of public social services.
- 11.2 No person will publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.
- 11.3 Consultant shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of misdemeanor.
- 11.4 Consultant, as an agent of Stanislaus County, shall be in compliance with the privacy and security safeguards agreement titled Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the County of Stanislaus, Community Services Agency located at: <http://www.stanworks.com/other-services/medi-cal-data-privacy-and-security-agreement.pdf>.

## 12. NONDISCRIMINATION

- 12.1 During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, age (over 40), political affiliation or belief, gender/sex, sexual orientation, gender identity or gender expression. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- 12.2 Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 12.3 Consultant shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

## 13. ASSIGNMENT

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

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

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

14. WAIVER OF DEFAULT

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

15. NOTICE

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

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

Stanislaus County Children and Families Commission  
Attention: Executive Director  
1010 10<sup>th</sup> Street, Suite 5000  
Modesto, CA 95354

To Consultant: Sierra Vista Child & Family Services  
Attention: Judy Kindle, Executive Director  
100 Poplar Avenue  
Modesto, CA 95354

16. CONFLICTS

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

17. SEVERABILITY

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

18. AMENDMENT

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual

consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

19. ADVICE OF ATTORNEY

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

20. CONSTRUCTION

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

21. GOVERNING LAW AND VENUE

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

22. GENERAL ACCOUNTABILITY

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

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

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

23. CODE OF ETHICS

Consultant shall uphold the following Code of Ethics:

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



24. STATE ENERGY CONSERVATION PLAN

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

25. COPYRIGHT ACCESS

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

26. CONVICTION OF CRIME

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

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

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

27. MATCHING FUNDS

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

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

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

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

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

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

C. Where the prospective recipient of Federal assistance funds is unable to certify to any of

the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

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

29. COMPLIANCE WITH FALSE CLAIMS ACT

- 29.1 Consultant shall notify County immediately upon discovery of any employee of Consultant, any subcontractor, agent or other persons providing services, on behalf of Consultant who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Consultant, any subcontractor, agent or other persons providing services on behalf of Consultant, who is placed on the Medi-Cal Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at [www.medi-cal.ca.gov](http://www.medi-cal.ca.gov).
- 29.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Contractor shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claims Act. Contractor shall be in compliance with the False Health Care Claims Policy approved by the Stanislaus County Board of Supervisors on May 8, 2007, located at <http://www.co.stanislaus.ca.us/BOS/Agenda/2007/20070508/B07.pdf> and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor shall adhere to these policies and procedures.

30. MISCELLANEOUS REQUIREMENTS

- 30.1 During the period of this Agreement, Consultant agrees to:
  - A. Maintain a tobacco free environment on Consultant's property, including outside areas.
  - B. Refuse to accept any direct funds from tobacco industry sources, including event sponsorships and in-kind donations.
  - C. Provide information to its staff on smoking cessation and the dangers of secondhand smoke.
  - D. Provide healthy food and snack options when meals or foods are provided during the course of program operations.
  - E. Develop a Lactation Accommodation Policy that conforms to State law AB 1025 (Sections 1030-1033, California Labor Code), which requires that employees be given reasonable break time to express breastmilk for their children. The law also requires employers to provide a private room or other location near the employee's work area in which to express breastmilk.
- 30.2 Prior to publication or distribution, the Stanislaus County Children and Families Commission's Executive Director shall approve Consultant's deliverable or non-deliverable reports,

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

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

31. SUPPLANTATION OF FUNDS

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

32. ENTIRE AGREEMENT

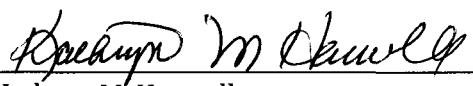
This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

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

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

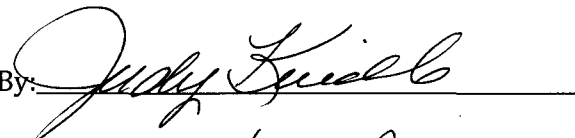
**APPROVED AS TO CONTENT:**

**COUNTY OF STANISLAUS  
COMMUNITY SERVICES AGENCY**

By:   
Kathryn M. Harwell  
Executive Director

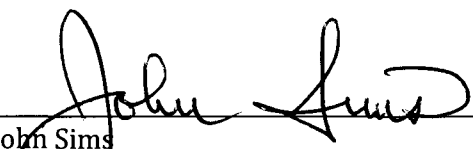
Dated: 6/30/13

**SIERRA VISTA CHILD & FAMILY SERVICES**

By:   
Title: Executive Director

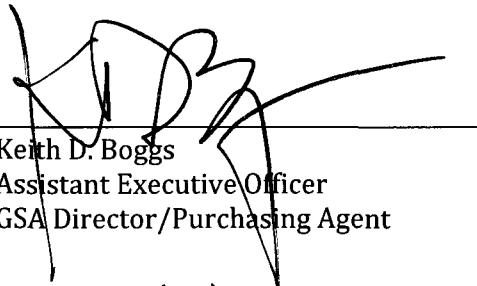
Dated: 6/26/13

**STANISLAUS COUNTY  
CHILDREN AND FAMILIES COMMISSION (CFC)**

By:   
John Sims  
Executive Director

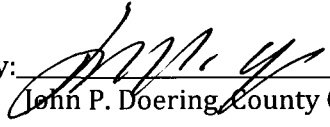
Dated: 6/13/13

**COUNTY OF STANISLAUS  
PURCHASING DEPARTMENT**

By:   
Keith D. Boggs  
Assistant Executive Officer  
GSA Director/Purchasing Agent

Dated: 8/1/13

**APPROVED AS TO FORM:  
County Counsel**

By:   
John P. Doering, County Counsel

Dated: 6/21/13

**COUNTY OF STANISLAUS**

Approved per BOS Item #: 2013-269

Dated: 6/11/13

Approved per CFC Item #: VI-B1

Dated: 5/28/13

**EXHIBIT A – SCOPE OF WORK**

**Sierra Vista Child & Family Services  
North Modesto Family Resource Center**

**AGREEMENT TO PROVIDE  
FAMILY RESOURCE CENTERS AND SERVICES  
JULY 1, 2013 THROUGH JUNE 30, 2016**

**I. PROGRAM DESCRIPTION**

Using Proposition 10 funds, Family Resource Centers (FRCs) provide families with children ages 0 through 5 that are at risk of child abuse/neglect with support services and a hub of supports and resources: community resources and referrals; strength based assessments and case management; parent education and support groups; school readiness information dissemination; health insurance enrollment assistance; depression screenings and mental health referrals; child developmental screenings and referrals; and unique services that address the needs of each community. Using Community Services Agency (CSA) funds, FRC's provide differential response (DR) services to children 0 through 17 and family support services to Stanislaus County communities.

**II. SERVICES PROVIDED**

Consultant shall provide the following services at the Modesto Family Resource Center, located at 2020 Standiford Avenue, Suite C1, Modesto CA, to residents of Stanislaus County.

Services are listed in priority order in accordance with the Priorities Plan adopted by the Commission in January, 2012. Services to be provided under this agreement are limited to:

<b><u>Service</u></b>	<b><u>Service Locations</u></b>
Case Management	Family Resource Centers Mobile (Client Homes)
Parenting Classes	Family Resource Centers
Family Crisis Support	Family Resource Centers Mobile (Client Homes)
Pregnancy/Infant Support Groups	Family Resource Centers without HBO
Resource and Referral	Family Resource Centers Mobile (Client Homes)
Developmental Screenings	Family Resource Centers Mobile (Client Homes)
Children's Book Distribution	Family Resource Centers Mobile (Community Events)
Family Literacy	Family Resource Centers
Child Literacy Classes	Family Resource Centers
Community Outreach	Family Resource Centers Mobile (Community Events) Countywide Schools

Health Insurance Enrollment	Family Resource Centers Mobile (Community Events)
Individual Mental/Behavioral Health	Family Resource Centers
Group Mental/Behavioral Health	Family Resource Centers
Depression Screenings	Family Resource Centers Mobile (Community Events, Homes)
Health and Safety Classes	Family Resource Centers

### III. STRATEGIES / GUIDING PRINCIPLES

- Services shall be culturally and linguistically appropriate to the populations served.
- Equity to all populations shall be a guiding principle of operations.
- Consultant shall actively recruit and engage community members and consumers of services as participants in planning and implementing this grant.
- Funds received under these programs may not be used to supplant or substitute for other local, private, Federal, State and/or County grants or awards. (The definition of supplanting is contained in 30131.4 of the Revenue and Taxation Code.)
- Operating hours of service shall address days and evenings.
- Staffing level and employee qualifications shall be appropriate to services.
- Where appropriate, Consultant shall increase collaborations and service delivery efficiencies
- Consultant shall provide cultural competency training to staff with the goal of reaching cultures not represented in the program
- Whenever possible, Consultant shall increase the number of clients served or increase the number of services to clients or increase the intensity of services to clients
- The Modesto Family Resource Center, located at 2020 Standiford Avenue, Suite C1, Modesto CA, shall be open at least four (4) hours per day, five (5) days per week, and closed no more than thirteen (13) days in a twelve (12) month period for traditional and legal holidays.

### IV. ACTIVITIES

- To promote collaboration with other agencies, Consultant shall participate in presentations to the Board of Supervisors, Children and Families Commission, Community Services Agency, Stanislaus County Child Abuse Prevention Council and its subcommittees.
- Contactor shall participate in Multi-Disciplinary Team meetings and shall attend Community Service Agency and Children and Families Commission mandated trainings.
- Clients receiving services shall be screened for depression utilizing a tool acceptable to the Commission.
- Outreach activities shall be conducted.
- Consultant shall actively recruit and engage community members and consumers of services as participants in planning and implementing this Agreement.
- Consultant shall recommend and assist with selecting contractor trainings sponsored by Commission.
- Consultant shall provide group and individual mental health counseling to caregivers of children 0-5.

- Consultant shall provide developmental screenings to children 0-5 and to all children under the age of 3 who have a substantiated allegation of abuse/neglect.
- Consultant shall provide literacy/school readiness services (teaching adult literacy, distributing children's books, teaching adults how to read to children, etc.).
- Consultant shall provide all services described in SCOARRS (Exhibit C).

V. ALIGNMENT WITH THE STANISLAUS COUNTY CHILDREN AND FAMILIES COMMISSION'S STRATEGIC PLAN

Desired Result: Families are supported and safe in communities that can support safe families.

Objective(s):

- Maintain positive trends in the reduction of repeat child maltreatment reports.
- Decrease incidents of child abuse and maltreatment
- Increase positive social support for families
- Increase family resiliency capacity (knowledge, skills & awareness) to promote healthy development and safety.

Planned Outcome(s):

- Families are connected to resources or support services.
- Families access support systems and resources in their communities that increase awareness, knowledge, or skills
- Caregivers have increased parenting knowledge, skills, and support
- Caregivers are identified and linked to mental health services
- Mental health issues of caregivers are addressed and improved

Desired Result: Children are eager and ready learners.

Objective(s):

- Increase families' ability to get their children ready for school.
- Children are cognitively, and socially-behaviorally ready to enter school

Planned Outcome(s):

- Children receive early screening and intervention for developmental delays and other special needs
- Caregivers provide care that fosters their children's optimal developmental achievement
- Children possess literacy tools (books and skills)
- Caregivers demonstrate improved literacy skills

Desired Result: Children are born healthy and stay healthy

Objective(s):

- Increase community awareness and response to child health and safety issues
- Increase/maintain enrollments in health insurance products
- Maintain access and maximize utilization of children's preventative and ongoing health care

Planned Outcome(s):

- Caregivers are provided with information on child health and safety
- Children 0-5 are enrolled in health insurance

Consultant shall establish an Internal Monitoring Plan to monitor and meet outcomes set forth in this Agreement.

VI. ELIGIBILITY / AREAS SERVED

The program shall serve Stanislaus County families with children 0 through 5 years of age and shall target Stanislaus County residents in the 95350, 95355, 95356, 95357 and 95368 zip codes. DR services shall be provided to Stanislaus County families with children 0 through 17 years of age.

VII. REPORTS AND CONTRACT MONITORING

- A. Consultant shall report quarterly to Commission and CSA staff using SCOARRS forms and Program Statistical reports for PSSF and CAPIT (specified in Exhibit D, which is incorporated by this reference) or other forms provided by the Commission or CSA.
- B. Consultant shall submit a quarterly year-to-date In-Kind Report which provides a line item summary of actual expenditures and in-kind match.
1. All quarterly forms (reports) are due according to the following schedule:
- Quarter 1 (July-September): October 31, 2013, 2014, and 2015
  - Quarter 2 (October-December): January 31, 2014, 2015, and 2016
  - Quarter 3 (January-March): April 30, 2014, 2015, and 2016
  - Quarter 4 (April-June): July 31, 2014, 2015, and 2016
- C. Consultant will enter data into a Commission approved database / spreadsheet a minimum of once a quarter, due according to the following schedule:
- Quarter 1 (July-September): October 31, 2013, 2014, and 2015
  - Quarter 2 (October-December): January 31, 2014, 2015, and 2016
  - Quarter 3 (January-March): April 30, 2014, 2015, and 2016
  - Quarter 4 (April-June): July 31, 2014, 2015, and 2016
- D. Consultant shall have a representative attend all Commission's Quarterly Contractor Meetings.
- E. Consultant shall participate in an activity and/or assessment regarding collaboration efforts and outcomes.
- F. Consultant shall participate in site visits with Commission / CSA staff twice yearly. Consultant shall also meet periodically with a Commission / CSA representative upon the reasonable request of the Commission or CSA to discuss, review, and evaluate program activities.
- G. Consultant shall submit to Commission and CSA staff an annual report in the format provided by the Commission or CSA.
- H. Consultant will assist in the monitoring and evaluation of the program according to this Scope of Work (Exhibit A) and supporting evaluation documents.
- I. Differential Response Client Data Sheet (DR Client Data Sheet) - Consultant shall submit a Differential Response Client Data Sheet (DR Client Data Sheet) monthly via email to [DRClientData@stancounty.com](mailto:DRClientData@stancounty.com).



J. Consultant shall submit all other reporting via email to the following:

- Erica Inacio, Program Monitor, [inacioe@stancounty.com](mailto:inacioe@stancounty.com)
- Stephanie Loomis, Administration, [LoomisS@stancounty.com](mailto:LoomisS@stancounty.com)
- John Sims, Executive Director, [simsj@stancounty.com](mailto:simsj@stancounty.com)
- CSA Reports, [CSAReport@stancounty.com](mailto:CSAReport@stancounty.com)

#### VIII. EVALUATION

Consultant shall collect data/information for the annual report that may include the following:

- Leveraging
- Linkages/collaboration
- Best practices/evidence-based practices
- Cultural proficiency
- Community feedback
- Evaluation capacity
- Response to prior evaluation recommendations
- Contract compliance issues
- Financial management
- Outcomes/results

#### IX. SUSTAINABILITY PLAN

Consultant shall report activities and progress made on the Sustainability Plan (previously submitted to Commission). This report shall be submitted with the Annual Report.

#### X. CUSTOMER SATISFACTION / EMPLOYEE SURVEY

- A. Consultant shall develop and conduct a customer satisfaction survey during the second and fourth quarters of the Fiscal Year.
1. Consultant will compile and report survey results by January 31, 2014, 2015, and 2016 (for Quarter 2 survey) and July 31, 2014, 2015, and 2016 (for Quarter 4 survey).
- B. Consultant will develop and conduct an employee satisfaction survey annually.
1. Consultant will compile and report survey results into the program's annual report described in Section XII-G.

#### XI. COMPENSATION

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

- A. This Agreement shall be effective July 1, 2013 through June 30, 2016.
- B. Costs:
1. The maximum amount of this Agreement for the period July 1, 2013 through June 30, 2016 shall not exceed \$1,282,455. The maximum amount per fiscal year is as follows:

July 1, 2013 through June 30, 2014 shall not exceed \$427,485

July 1, 2014 through June 30, 2015 shall not exceed \$427,485

July 1, 2015 through June 30, 2016 shall not exceed \$427,485

2. This is a cost reimbursement Agreement. The costs attendant to the provision of service are described in EXHIBIT B which is hereby incorporated by reference and made a part hereof. Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, or as the budget is thereafter amended or obligated.
  3. Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, or as the budget is thereafter amended or obligated.
  4. Consultant shall provide a minimum of \$3,696 In-Kind contribution, as detailed in EXHIBIT B – Budget.
- C. Consultant shall make no charge to the recipient and shall collect no share of cost.
- D. Consultant agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Consultant costs, both indirect and direct, relative to this Agreement.
- E. Costs must conform with Federal costs regulation: OMB Circular A-87, A Guide for State and Local Government Agencies, 48 CFR, Part 31, Subpart 31.2 (for profit agencies), and OMB Circular A-122 (for nonprofit agencies). All equipment purchased by Consultant must be depreciated in accordance with 45 CFR 95.705. All equipment, materials, supplies or property of any kind purchased from funds reimbursed or furnished by County under the terms of this Agreement shall be fully consumed or aged out in the course of the agreement/program. County reserves the right to physically reclaim any/all such property at the conclusion of the Agreement in accordance with 45 Code of Federal Regulations, Part 74, Administration of Grants.
- F. Any equipment, materials, supplies, or property of any kind purchased for or financed from funds provided under this Agreement, excepting any funds received for indirect expense pursuant to the budget document attached as EXHIBIT B, having useful life of three (3) years or greater, and a value in excess of One Thousand Dollars (\$1,000.00) shall be defined as an inventory item. All inventory items not fully consumed in the work described herein shall be the property of the County at the termination of this Agreement unless the County, at its sole discretion, makes an alternative disposition. Consultant shall annually prepare a written report of all inventory items and submit the report to the County. Consultant shall also file an inventory report with the County within ten (10) days after termination this Agreement. Final disposition of all inventory items shall be in accordance with written instructions from the County. Consultant is responsible for proper maintenance of inventory items and is responsible for all damage except for normal wear and tear.
- G. County shall not be required to purchase any definite amount of services nor does County guarantee to Consultant any minimum amount of funds or hours.
- H. Billings:
1. Consultant shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for July through April services. Billings for the service month of May and June are as follows:
    - May 2014 is due June 6, 2014
    - June 2014 is due June 13, 2014
    - May 2015 is due June 5, 2015
    - June 2015 is due June 12, 2015
    - May 2016 is due June 3, 2016
    - June 2016 is due June 10, 2016

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

2. Billings will be submitted to:

Stanislaus County Children and Families Commission  
Attention: Accounts Payable  
1010 10<sup>th</sup> Street, Suite 5000  
Modesto, CA 95354  
(209) 558-6218

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

XII. PAYMENTS

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

# EXHIBIT B

## 2013/2014 FISCAL YEAR BUDGET

Date: June 7, 2013 Contract (Program): North Modesto Family Resource Center  
 Contract (Agency): Sierra Vista Child & Family Services  
 Prepared By (Name & Number): Ka Yang 209-523-4573 EXT 305

DESCRIPTION	PROP 10 FUNDING	IN-KIND* <i>(from Contracted Agency)</i>	OTHER CASH FUNDING <i>(Identify)</i>	TOTAL
-------------	-----------------	---	--	-------

### PERSONNEL

Salary/Wages	\$ 245,912			\$ 245,912
Fringe Benefits	\$ 54,101			\$ 54,101
Contract Professional Services	\$ 23,000			\$ 23,000
<b>Subtotal Personnel Costs</b>	<b>\$ 323,013</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 323,013</b>

### SERVICES & SUPPLIES (Operating Expenses)

Advertising				\$ -
Books/Library Reference Materials	\$ 3,000			\$ 3,000
Cash Awards/ Subsidies / Contributions				\$ -
Communication and Postage	\$ 3,825			\$ 3,825
Dues and Subscriptions				\$ -
Equipment Rental (Specify)	\$ 4,382			\$ 4,382
Insurance	\$ 4,470			\$ 4,470
Meeting/Conference Expense	\$ 700			\$ 700
Office Rent (Land, Buildings, etc.)	\$ 41,445			\$ 41,445
Office Supplies and Materials	\$ 3,069			\$ 3,069
Printing and Binding				\$ -
Repair and Maintenance	\$ 2,490			\$ 2,490
Stipends				\$ -
Travel	\$ 4,400			\$ 4,400
Utilities	\$ 5,090			\$ 5,090
Miscellaneous	\$ 1,600			\$ 1,600
<b>Subtotal Services &amp; Supplies</b>	<b>\$ 74,471</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 74,471</b>

<b>Indirect</b>	<b>\$ 30,001.24</b>	<b>\$ 3,696.00</b>		<b>\$ 33,697.24</b>
-----------------	---------------------	--------------------	--	---------------------

### FIXED ASSETS

Buildings and Improvements				\$ -
Equipment (Specify)				\$ -
<b>Subtotal Fixed Assets</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL</b>	<b>\$ 427,485</b>	<b>\$ 3,696</b>	<b>\$ -</b>	<b>\$ 431,181</b>

### ESTIMATED MONTHLY INVOICE TO PROP 10

July \$ -	January \$ -
August \$ -	February \$ -
September \$ -	March \$ -
October \$ -	April \$ -
November \$ -	May \$ -
December \$ -	June \$ -

<b>TOTAL (Equals Prop 10 Funding)</b>	<b>\$ -</b>
---------------------------------------	-------------

# EXHIBIT B

## 2014/2015 FISCAL YEAR BUDGET

Date: June 7, 2013 Contract (Program): North Modesto Family Resource Center  
 Contract (Agency): Sierra Vista Child & Family Services  
 Prepared By (Name & Number): Ka Yang 209-523-4573 EXT 305

DESCRIPTION	PROP 10 FUNDING	IN-KIND* <i>(from Contracted Agency)</i>	OTHER CASH FUNDING <i>(Identify)</i>	TOTAL
<b>PERSONNEL</b>				
Salary/Wages	\$ 245,912			\$ 245,912
Fringe Benefits	\$ 54,101			\$ 54,101
Contract Professional Services	\$ 23,000			\$ 23,000
<b>Subtotal Personnel Costs</b>	<b>\$ 323,013</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 323,013</b>
<b>SERVICES &amp; SUPPLIES (Operating Expenses)</b>				
Advertising				\$ -
Books/Library Reference Materials	\$ 3,000			\$ 3,000
Cash Awards/ Subsidies / Contributions				\$ -
Communication and Postage	\$ 3,825			\$ 3,825
Dues and Subscriptions				\$ -
Equipment Rental (Specify)	\$ 4,382			\$ 4,382
Insurance	\$ 4,470			\$ 4,470
Meeting/Conference Expense	\$ 700			\$ 700
Office Rent (Land, Buildings, etc.)	\$ 41,445			\$ 41,445
Office Supplies and Materials	\$ 3,069			\$ 3,069
Printing and Binding				\$ -
Repair and Maintenance	\$ 2,490			\$ 2,490
Stipends				\$ -
Travel	\$ 4,400			\$ 4,400
Utilities	\$ 5,090			\$ 5,090
Miscellaneous	\$ 1,600			\$ 1,600
<b>Subtotal Services &amp; Supplies</b>	<b>\$ 74,471</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 74,471</b>
<b>Indirect</b>	<b>\$ 30,001.24</b>	<b>\$ 3,696.00</b>		<b>\$ 33,697.24</b>
<b>FIXED ASSETS</b>				
Buildings and Improvements				\$ -
Equipment (Specify)				\$ -
<b>Subtotal Fixed Assets</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL</b>	<b>\$ 427,485</b>	<b>\$ 3,696</b>	<b>\$ -</b>	<b>\$ 431,181</b>
<b>ESTIMATED MONTHLY INVOICE TO PROP 10</b>				
July	\$ -	January	\$ -	
August	\$ -	February	\$ -	
September	\$ -	March	\$ -	
October	\$ -	April	\$ -	
November	\$ -	May	\$ -	
December	\$ -	June	\$ -	
<b>TOTAL (Equals Prop 10 Funding)</b>	<b>\$ -</b>			

# EXHIBIT B

## 2015/2016 FISCAL YEAR BUDGET

Date: June 7, 2013 Contract (Program): North Modesto Family Resource Center

Contract (Agency): Sierra Vista Child & Family Services

Prepared By (Name & Number): Ka Yang 209-523-4573 EXT 305

DESCRIPTION	PROP 10 FUNDING	IN-KIND* <i>(from Contracted Agency)</i>	OTHER CASH FUNDING <i>(Identify)</i>	TOTAL
-------------	-----------------	---	--	-------

### PERSONNEL

Salary/Wages	\$ 245,912			\$ 245,912
Fringe Benefits	\$ 54,101			\$ 54,101
Contract Professional Services	\$ 23,000			\$ 23,000
<b>Subtotal Personnel Costs</b>	<b>\$ 323,013</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 323,013</b>

### SERVICES & SUPPLIES (Operating Expenses)

Advertising				\$ -
Books/Library Reference Materials	\$ 3,000			\$ 3,000
Cash Awards/ Subsidies / Contributions				\$ -
Communication and Postage	\$ 3,825			\$ 3,825
Dues and Subscriptions				\$ -
Equipment Rental (Specify)	\$ 4,382			\$ 4,382
Insurance	\$ 4,470			\$ 4,470
Meeting/Conference Expense	\$ 700			\$ 700
Office Rent (Land, Buildings, etc.)	\$ 41,445			\$ 41,445
Office Supplies and Materials	\$ 3,069			\$ 3,069
Printing and Binding				\$ -
Repair and Maintenance	\$ 2,490			\$ 2,490
Stipends				\$ -
Travel	\$ 4,400			\$ 4,400
Utilities	\$ 5,090			\$ 5,090
Miscellaneous	\$ 1,600			\$ 1,600
<b>Subtotal Services &amp; Supplies</b>	<b>\$ 74,471</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 74,471</b>
<b>Indirect</b>	<b>\$ 30,001.24</b>	<b>\$ 3,696.00</b>		<b>\$ 33,697.24</b>

### FIXED ASSETS

Buildings and Improvements				\$ -
Equipment (Specify)				\$ -
<b>Subtotal Fixed Assets</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL</b>	<b>\$ 427,485</b>	<b>\$ 3,696</b>	<b>\$ -</b>	<b>\$ 431,181</b>

### ESTIMATED MONTHLY INVOICE TO PROP 10

July \$ -	January \$ -
August \$ -	February \$ -
September \$ -	March \$ -
October \$ -	April \$ -
November \$ -	May \$ -
December \$ -	June \$ -

**TOTAL (Equals Prop 10 Funding) \$ -**



# 2013-2014 Stanislaus County

## Outcomes And Results Reporting Sheet (SCOARRS)

Exhibit C



It's All About The Kids

Date:

Agency: Sierra Vista Child & Family Services

Program Name: N. Modesto FRC

Prepared by:

Phone Number:

Email:

Reporting for Quarter:

- 1<sup>st</sup> Quarter
- 2<sup>nd</sup> Quarter
- 3<sup>rd</sup> Quarter
- 4<sup>th</sup> Quarter

### *PLANNED OUTCOMES, RESULTS, AND OBJECTIVES*

🐾 Families are supported and safe in communities that are capable of supporting safe families

- ✓ Maintain positive trends in the reduction of repeat child maltreatment reports
- ✓ Decrease incidents of child abuse and maltreatment
- ✓ Increase positive social support for families
- ✓ Increase family resilience capacity (knowledge, skills, and awareness) to promote healthy development and safety

🐾 Children are born healthy and stay healthy

- ✓ Increase community awareness and response to child health and safety issues
- ✓ Increase / maintain enrollments in health insurance products
- ✓ Maintain access and maximize utilization of children's preventive and ongoing health care

🐾 Children are eager and ready learners

- ✓ Increase families' ability to get their children ready for school
- ✓ Increase the number of children who are cognitively and socially-behaviorally ready to enter school

	<i>Indicators Current Quarter (Progress)</i>	<i>Indicators Cumulative (Progress)</i>	<i>Indicators Cumulative Calculated</i>	<i>Narrative (Only if Needed)</i>
<p>1. FRC Staff will provide an FDM assessment to the caregivers of children (DR &amp; non-DR).</p> <ul style="list-style-type: none"> <li>• 65% of the caregivers of children will have a first FDM assessment.</li> </ul>	a. <input type="text"/> # of Non-DR children 0-5 receiving any Prop 10 services	a. <input type="text"/> # of Non-DR children 0-5 receiving any Prop 10 services	<p><b>“b” is calculated by an FDM report run by the agency.</b></p> <p>(b) / (a) = <input type="text"/> % of the Non-DR children 0-5 have caregivers who received a first FDM assessment</p> <p>(d) / (c) = <input type="text"/> % of the DR children 0-5 have caregivers who received a first FDM assessment</p> <p>(f) / (e) = <input type="text"/> % of the DR children (all ages) have caregivers who received a first FDM assessment</p>	
	b. <input type="text"/> # of Non-DR of children 0-5 whose caregivers received a first FDM assessment	b. <input type="text"/> # of Non-DR children 0-5 whose caregivers received a first FDM assessment		
	c. <input type="text"/> # of referred DR children 0-5	c. <input type="text"/> # of referred DR children 0-5		
	d. <input type="text"/> # of DR children 0-5 whose caregivers received a first FDM assessment	d. <input type="text"/> # of DR children 0-5 whose caregivers received a first FDM assessment		
	e. <input type="text"/> # of referred DR children (all ages).	e. <input type="text"/> # of referred DR children (all ages).		
	f. <input type="text"/> # of DR children (all ages) whose caregivers received a first FDM assessment	f. <input type="text"/> # of DR children (all ages) whose caregivers received a first FDM assessment		



	<b>Indicators Current Quarter (Progress)</b>	<b>Indicators Cumulative (Progress)</b>	<b>Indicators Cumulative Calculated</b>	<b>Narrative (Only if Needed)</b>
<p>2.FRC Staff will provide a valid depression screening to caregivers of children 0-5 who receive an FDM assessment</p> <ul style="list-style-type: none"> <li>70% of the children 0-5 who are assessed will have caregivers who received depression screenings.</li> </ul>	<p>g. <input type="text"/> # of DR and Non-DR children 0-5 whose caregivers were assessed and screened for depression</p>	<p>g. <input type="text"/> # of DR and Non-DR children 0-5 whose caregivers were assessed and screened for depression</p>	<p><math>(g) / (b+d) = \text{input} \%</math> of the children 0-5 whose families were assessed have caregivers who received depression screenings.</p>	
<p>3.FRC staff or contracted staff will provide group and individual mental health counseling to caregivers of children 0-5. Improvement will be reported by a clinician</p> <ul style="list-style-type: none"> <li>70% of the children whose caregivers receive group counseling will indicate improvement with presenting issues.</li> <li>65% of the children whose caregivers receive individual counseling will meet mental health goals.</li> </ul>	<p>h. <input type="text"/> # of children 0-5 whose caregivers receive group counseling</p>	<p>h. <input type="text"/> # of children 0-5 whose caregivers receive group counseling</p>	<p><math>(i) / (h) = \text{input} \%</math> of the children 0-5 whose caregivers receive group counseling and whose clinician indicates improvement with presenting issues</p> <p><math>(k) / (j) = \text{input} \%</math> of the children 0-5 whose caregivers receive individual counseling and indicate improvement with presenting issues</p>	
<p>i. <input type="text"/> # of children 0-5 whose caregivers receive group counseling and whose clinician indicates improvement with presenting issues.</p>	<p>i. <input type="text"/> # of children 0-5 whose caregivers receive group counseling and whose clinician indicates improvement with presenting issues.</p>			
<p>j. <input type="text"/> # of children 0-5 whose caregivers receive individual counseling</p>	<p>j. <input type="text"/> # of children 0-5 whose caregivers receive individual counseling</p>			
<p>k. <input type="text"/> # of children 0-5 whose caregivers receive individual counseling and meet mental health goals</p>	<p>k. <input type="text"/> # of children 0-5 whose caregivers receive individual counseling and meet mental health goals</p>			

	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
<p>4. FRC Staff will provide children 0-5, whose caregivers are assessed, with developmental screenings using the Ages &amp; Stages Questionnaire (ASQ)</p> <ul style="list-style-type: none"> <li>• 55% of the children 0-5 whose families are assessed will receive developmental screenings</li> </ul>	<p>l. <input type="text"/> # of Non-DR children 0-5 whose families were assessed and received a developmental screening</p>	<p>l. <input type="text"/> # of Non-DR children 0-5 whose families were assessed and received a developmental screening</p>	<p><math>(l+m) / (b+d) = \text{<input type="text"/>} \%</math> of the children 0-5 whose families were assessed received developmental screenings</p>	
<p>m. <input type="text"/> # of DR children 0-5 whose families were assessed and received a developmental screening</p>	<p>m. <input type="text"/> # of DR children 0-5 whose families were assessed and received a developmental screening</p>			
<p>5. FRC Staff or contracted staff will provide literacy/school readiness services (teaching adults literacy, distributing children's books, teaching adults how to read to children, etc.)</p> <ul style="list-style-type: none"> <li>• 65% of children 0-5 who received literacy services will indicate increased time reading at home with family</li> <li>• 75% of children 0-5 will be provided</li> </ul>	<p>n. <input type="text"/> # of children 0-5 who receive literacy services</p>	<p>n. <input type="text"/> # of children 0-5 who receive literacy services</p>	<p><math>(o) / (n) = \text{<input type="text"/>} \%</math> of the children 0-5 who received literacy services and indicate increased time reading at home with family</p> <p><math>(p) / (n) = \text{<input type="text"/>} \%</math> of the children 0-5 who received literacy services and receive books</p> <p><math>(r) / (q) = \text{<input type="text"/>} \%</math> of children 0-5 whose caregivers attended adult literacy classes and increased literacy skills</p>	
<p>o. <input type="text"/> # of children 0-5 who receive literacy services and indicate increased time reading at home with family</p>	<p>o. <input type="text"/> # of children 0-5 who receive literacy services and indicate increased time reading at home with family</p>			
<p>p. <input type="text"/> # of children 0-5 who receive books</p>	<p>p. <input type="text"/> # of children 0-5 who receive books</p>			
<p>q. <input type="text"/> # of children 0-5 whose caregivers attended adult literacy classes</p>	<p>q. <input type="text"/> # of children 0-5 whose caregivers attended adult literacy classes</p>			

	<i>Indicators Current Quarter (Progress)</i>	<i>Indicators Cumulative (Progress)</i>	<i>Indicators Cumulative Calculated</i>	<i>Narrative (Only if Needed)</i>
books	r. <input type="text"/> # of children 0-5 whose caregivers attended adult literacy classes and increased literacy skills	r. <input type="text"/> # of children 0-5 whose caregivers attended adult literacy classes and increased literacy skills		
<ul style="list-style-type: none"> <li>40% of children 0-5 whose caregivers attended adult literacy classes will increase literacy skills</li> </ul>				
<p>6. FRC Staff will assist families in obtaining health insurance, and with the enrollment of children 0-5 into a health insurance program within 90 days of first time contact or assessment.</p> <ul style="list-style-type: none"> <li>85% of the children 0-5, who did not have health insurance at the time of first contact, received assistance in obtaining health insurance</li> <li>80% of the assessed children 0-5, who did not have health insurance, will be enrolled in a health insurance program within 90 days of intake.</li> </ul>	s. <input type="text"/> # of children 0-5 without health insurance at time of first contact	s. <input type="text"/> # of children 0-5 without health insurance at time of first contact	<p>(t) / (s) = <input type="text"/> % of the children 0-5 who did not have health insurance at time of first contact received assistance in obtaining health insurance</p> <p>(v) / (u) = <input type="text"/> % of the assessed children 0-5 who did not have health insurance enrolled in a health insurance program within 90 days</p>	
	t. <input type="text"/> # of children 0-5 who did not have health insurance at time of first contact and have completed an application for health insurance	t. <input type="text"/> # of children 0-5 who did not have health insurance at time of first contact and have completed an application for health insurance		
	u. <input type="text"/> # of children 0-5 without health insurance whose caregiver received an FDM assessment	u. <input type="text"/> # of children 0-5 without health insurance whose caregiver received an FDM assessment		
	v. <input type="text"/> # of assessed children 0-5 without health insurance are enrolled in a health insurance program within 90 days	v. <input type="text"/> # of assessed children 0-5 without health insurance are enrolled in a health insurance program within 90 days		

	<i>Indicators Current Quarter (Progress)</i>	<i>Indicators Cumulative (Progress)</i>	<i>Indicators Cumulative Calculated</i>	<i>Narrative (Only if Needed)</i>
<p><b>FDM Indicators</b></p> <ul style="list-style-type: none"> <li>• Access to Transportation Based on Level of Need</li> <li>• Child Health Insurance</li> <li>• Community Resources Knowledge</li> <li>• Health Services</li> <li>• Budgeting Skills and Knowledge of Financial Resources</li> <li>• Adequacy of Clothing</li> <li>• Quality of Employment Status</li> <li>• Access to Quality Child Care</li> <li>• Risk of Emotional or Sexual Abuse</li> <li>• Supervision by the Family</li> <li>• Age-Appropriate Physical and Mental Development</li> <li>• Resources for Nutritious Food</li> <li>• Family Communications Skills</li> <li>• Emotional Wellbeing / Sense of Life Value</li> <li>• Nurturing</li> <li>• Confidence in Parenting</li> </ul>	<p>w. The % (and number) of families who received a first assessment during the quarter and were identified as "in crisis".</p> <p>x. The % (and number) of families who received a first assessment during the quarter and were identified as "safe" or "self sufficient".</p>	<p>w. The % (and number) of families identified as "in crisis" decreases in each assessment subsequent to the first assessment.</p> <p>x. The % (and number) of families identified as "safe" or "self sufficient" increases in each assessment subsequent to the first assessment.</p>	<p><i>Information derives from FDM reports run by the agency. The Cumulative Report should individually compare assessments 1 and 2, 2 and 3, 3 and 4, etc.</i></p>	

**Exhibit C**



	<i>Indicators Current Quarter (Progress)</i>	<i>Indicators Cumulative (Progress)</i>	<i>Indicators Cumulative Calculated</i>	<i>Narrative (Only if Needed)</i>
<p>Skills</p> <ul style="list-style-type: none"> <li>• Health and Safety of Home Environment</li> <li>• Stability of Home and Shelter</li> <li>• Quality of Social Support System</li> <li>• Presence / Degree of Substance Abuse</li> <li>• Adult Educational Development</li> <li>• School Attendance</li> <li>• Income Level for Basic Expenses</li> </ul>				



**More Information**

**Additional Supporting Narrative (Only if Needed):**

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

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

**Resource Changes (Only if Needed):**

**Activities & Services:**

**Activities & Services Changes (Only if Needed):**

# Exhibit D Statistical Reporting

## STANISLAUS COUNTY COMMUNITY SERVICES AGENCY for Differential Response for the Family Resource Centers

### QUARTERLY AGE, LANGUAGE, ETHNICITY and SERVICE REPORT FOR CAPIT & PSSF

TYPE YOUR AGENCY NAME HERE  
ADDRESS

FUNDING SOURCE\*      CAPIT     CFC     CBCAP     CCF     PSSF

PROGRAM NAME                      FAMILY RESOURCE CENTER  
SERVICE MONTH                      \_\_\_\_\_  
INVOICE DATE                              \_\_\_\_\_

**Direct Services Provided**

Family Resource Center  
includes the following direct service activities:

- Assessment
- Case Management
- Counseling
- FRC
- Home Visitation
- Information & Referral
- Parent Education and Support
- Parenting Program (Classes)

		Customers Receiving Services					
		0-5 Years		6-18 Years		Adults (19 yr - older)	
Code	Ethnic Origin	without disabilities	with disabilities	without disabilities	with disabilities	without disabilities	with disabilities
WH	White non-Hispanic						
HS	Hispanic						
BL	Black non-hispanic						
A	Asian						
NA	Native America						
O	Other						
<b>DO NOT WRITE BELOW THIS LINE</b>							
		0	0	0	0	0	0
<b>TOTALS</b>							

\*\* Use appropriate code listed below:

**Code Ethnic Origin**

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

**Code\* Funding Source**

- CAPIT Child Abuse Prevention Intervention and Treatment
- CFC Children and Families Commission
- CBCAP Community Based Child Abuse Prevention
- CCF County Children's Fund
- PSSF Promoting Safe and Stable Families

**Direct Services** mean that the services must be provided to an individual or family and the planned duration of the services should be more than one-time event. If the participant onkly attends the direct service for one-time and drops out, they should still be counted in this category, since the planned duration was for more than one time.

This summary is "service focused" Clients may access multiple services and shall be counted once for each service type provided during the reporting period.

**COUNTY OF STANISLAUS  
AGREEMENT TO PROVIDE  
FAMILY RESOURCE CENTERS AND SERVICES  
JULY 1, 2013 THROUGH JUNE 30, 2016**

This AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY AND STANISLAUS COUNTY CHILDREN AND FAMILIES COMMISSION (jointly as "County") and CENTER FOR HUMAN SERVICES (OAKDALE FAMILY RESOURCE AND COUNSELING CENTER) ("Consultant"), a California non-profit corporation, with an effective date of JULY 1, 2013.

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

**INTRODUCTION**

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

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

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

**TERMS AND CONDITIONS**

1. SCOPE OF WORK

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



perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

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

## 2. CONSIDERATION

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

## 3. TERM

- 3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in EXHIBIT A.
- 3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.
- 3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Consultant's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Consultant ceases to be licensed or otherwise

authorized to do business in the State of California, and the Consultant fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

- 3.4 The County may terminate this Agreement upon thirty (30) days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.
- 3.5 County shall notify Consultant in writing within thirty (30) days of any potential Federal or State audit exception. Where findings indicate program requirements are not being met and Federal and/or State participation in this program may be imperiled, written notification will constitute County's intention to terminate this Agreement in the event corrections are not accomplished within thirty (30) days.
- 3.6 This Agreement may be terminated by County upon the giving of thirty (30) days notice of such termination because the services as determined by the Director of Stanislaus County Community Services Agency or the Executive Director of Stanislaus County Children and Families Commission 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 or that of the Executive Director of the Commission to the Board of the Children and Families Commission. The determination by either Board as to the termination shall be final.
- 3.7 Notwithstanding any other provisions of this Agreement, County may terminate the Agreement immediately:
  - A. Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services; or,
  - B. Upon loss of any license(s) required for lawful operation of Consultant's business; or,
  - C. Upon an unauthorized decrease in the required insurance in force; or,
  - D. Upon failure to make payroll payments; or,
  - E. Failure to remit payroll deductions in a timely manner to the appropriate State and Federal government; or,
  - F. Upon failure to substantially meet other financial obligations; or,
  - G. Upon service or a writ of attachment by creditors of Consultant
- 3.8 This Agreement is funded from revenue derived from a tax placed on the sales of cigarettes. The County reasonably believes that such tax revenue will be available to fully fund this Agreement for its term. In the event, however, no funds or insufficient funds are available for payments as determined in the sole discretion of the County. The County will immediately notify Consultant of such occurrence and the Agreement may be terminated by County upon thirty (30) days notice. After this Agreement is terminated under these provisions, County shall have no obligation to make further payments and shall only be obligated for work already performed pursuant to this Agreement
- 3.9 Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

#### 4. WORK SCHEDULE

Consultant is obligated to perform in a timely manner those services and work identified in EXHIBIT A. It is understood by Consultant that the performance of these services and work will require the Consultant to perform the services and work in conformance with the schedule set forth in EXHIBIT A, if

any, and, if there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and concurrence of the County.

5. REQUIRED LICENSES, CERTIFICATES AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. INSURANCE

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

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

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

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

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

that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

- 7.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.
- 7.3 The Consultant shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its officers, officials and employees as additional named insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of the Consultant; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.
- 7.4 The Consultant's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.
- 7.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees.
- 7.6 The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 7.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.
- 7.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.
- 7.9 Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insureds under its insurance policies.
- 7.10 At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant shall furnish County with certificates of insurance and with

original endorsements effecting coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

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

## 8. DEFENSE AND INDEMNIFICATION

- 8.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.
- 8.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.
- 8.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

## 9. STATUS OF CONSULTANT

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

circumstances to create an employer-employee relationship or a joint venture.

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

## 10. RECORDS AND AUDITS

- 10.1 Consultant shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement or until such records and their supporting documentation are released due to closure of Federal/State audit, whichever is longer. This includes any handwriting, typewriting, printing, photostatic, photographing, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.
- 10.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.
- 10.3 Any authorized representative of County shall have access to any writings as defined above, provided that said writings are not deemed by Consultant to be confidential, attorney work product, or privileged, for the purposes of making audit, evaluation, examination, excerpts, and

transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

- 10.4 County shall have the right to audit all billings and records of the Consultant related to this Agreement as required by State law. An independent public accountant can be appointed by County.
- 10.5 Consultant agrees that its financial records shall contain itemized records of all costs and be available for inspection in Stanislaus County within three (3) working days of the request by the County, State or Federal agencies.
- 10.6 Monitoring by County may be accomplished by the following means: field reviews, audit claims, monthly review of records, etc.
- 10.7 Consultant shall be responsible for the procurement and performance of a fiscal and compliance audit annually. Entities receiving in excess of \$500,000 in Federal funds must comply with the Single Audit Act of 1984, PL 98-502 and the Single Audit Amendments of 1996, P.L. 104-156. All audits must be performed in accordance with Government Audit standards as set forth in the Guidelines for Financial and Compliance Audits for Federally Assisted Programs, Activities, and Functions, and the provisions of OMB Circular A-133 as this applies to the auditing of states, local governments, institutions of higher education and non-profit.
- 10.8 The annual audit requirement is replaced with a biennial audit covering the most recent fiscal year if all of the following apply:
  - A. The total County Agreement expenditures, from all funding sources, during the fiscal year, are less than \$100,000
  - B. The Consultant is in compliance with all other Agreement requirements
  - C. An audit was performed on one of the preceding two years in accordance with Government Auditing Standards and a copy of the report and any management letter has been submitted to County
    1. The auditor's opinion on the financial statement and the schedule of federal awards (if applicable) were unqualified
    2. There were no deficiencies in internal control over financial reporting that were identified as material weaknesses under the requirements of Government Auditing Standards
    3. None of the state or federal programs had audit findings in the preceding year that were classified as:
      - a. Material weaknesses in the internal control over compliance
      - b. Noncompliance with the provisions of laws, regulations, contracts, or grant agreements that had a material effect on the program
      - c. Known or likely questioned costs
  - D. The audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 10.9 Consultant shall include in all fiscal audit reports an opinion which indicates whether program expenditures are allowable pursuant to the provisions of 45 CFR, Part 74, and all applicable State and Federal guidelines, policies and procedures.
- 10.10 Expenses incurred by Consultant to provide for the performance of an audit to satisfy said requirements are an allowable Agreement cost. Consultant is responsible for ensuring that the appropriate portion of audit costs are included with its total executed Agreement funds.

10.11 Consultant is responsible for submitting to County an audit report, prepared in accordance with said requirements, within one hundred twenty (120) days of the end of the Consultant's fiscal year.

## 11. CONFIDENTIALITY

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

- 11.1 Any and all information pertaining to the administration of public social services, for which grants in aid are received will be confidential and will not be open to examination for any purpose not directly connected with the administration of public social services.
- 11.2 No person will publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.
- 11.3 Consultant shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of misdemeanor.
- 11.4 Consultant, as an agent of Stanislaus County, shall be in compliance with the privacy and security safeguards agreement titled Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the County of Stanislaus, Community Services Agency located at: <http://www.stanworks.com/other-services/medi-cal-data-privacy-and-security-agreement.pdf>.

## 12. NONDISCRIMINATION

- 12.1 During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, age (over 40), political affiliation or belief, gender/sex, sexual orientation, gender identity or gender expression. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- 12.2 Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 12.3 Consultant shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

## 13. ASSIGNMENT

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



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

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

14. WAIVER OF DEFAULT

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

15. NOTICE

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

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

Stanislaus County Children and Families Commission  
Attention: Executive Director  
1010 10<sup>th</sup> Street, Suite 5000  
Modesto, CA 95354

To Consultant: Center for Human Services  
Attention: Cynthia R. Duenas, Executive Director  
1700 McHenry Village Way, Ste. 11,  
Modesto, CA. 95350

16. CONFLICTS

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

17. SEVERABILITY

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

18. AMENDMENT

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual

consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

19. ADVICE OF ATTORNEY

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

20. CONSTRUCTION

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

21. GOVERNING LAW AND VENUE

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

22. GENERAL ACCOUNTABILITY

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

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

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

23. CODE OF ETHICS

Consultant shall uphold the following Code of Ethics:

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

24. STATE ENERGY CONSERVATION PLAN

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

25. COPYRIGHT ACCESS

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

26. CONVICTION OF CRIME

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

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

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

27. MATCHING FUNDS

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

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

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

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

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

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

C. Where the prospective recipient of Federal assistance funds is unable to certify to any of

the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

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

## 29. COMPLIANCE WITH FALSE CLAIMS ACT

- 29.1 Consultant shall notify County immediately upon discovery of any employee of Consultant, any subcontractor, agent or other persons providing services, on behalf of Consultant who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Consultant, any subcontractor, agent or other persons providing services on behalf of Consultant, who is placed on the Medi-Cal Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at [www.medi-cal.ca.gov](http://www.medi-cal.ca.gov).
- 29.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Contractor shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claims Act. Contractor shall be in compliance with the False Health Care Claims Policy approved by the Stanislaus County Board of Supervisors on May 8, 2007, located at <http://www.co.stanislaus.ca.us/BOS/Agenda/2007/20070508/B07.pdf> and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor shall adhere to these policies and procedures.

## 30. MISCELLANEOUS REQUIREMENTS

- 30.1 During the period of this Agreement, Consultant agrees to:
  - A. Maintain a tobacco free environment on Consultant's property, including outside areas.
  - B. Refuse to accept any direct funds from tobacco industry sources, including event sponsorships and in-kind donations.
  - C. Provide information to its staff on smoking cessation and the dangers of secondhand smoke.
  - D. Provide healthy food and snack options when meals or foods are provided during the course of program operations.
  - E. Develop a Lactation Accommodation Policy that conforms to State law AB 1025 (Sections 1030-1033, California Labor Code), which requires that employees be given reasonable break time to express breastmilk for their children. The law also requires employers to provide a private room or other location near the employee's work area in which to express breastmilk.
- 30.2 Prior to publication or distribution, the Stanislaus County Children and Families Commission's Executive Director shall approve Consultant's deliverable or non-deliverable reports,

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

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

31. SUPPLANTATION OF FUNDS

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

32. ENTIRE AGREEMENT

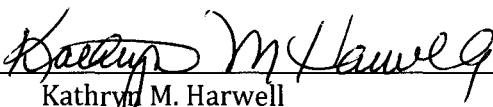
This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

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

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


**APPROVED AS TO CONTENT:**

**COUNTY OF STANISLAUS  
COMMUNITY SERVICES AGENCY**

By:   
Kathryn M. Harwell  
Executive Director

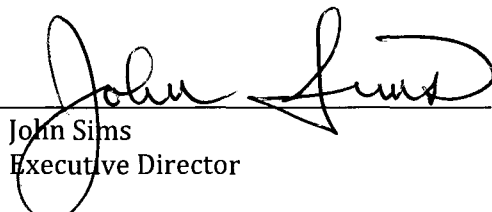
Dated: 7/22/13

**CENTER FOR HUMAN SERVICES**

By:   
Cindy Duenas  
Title: Executive Director

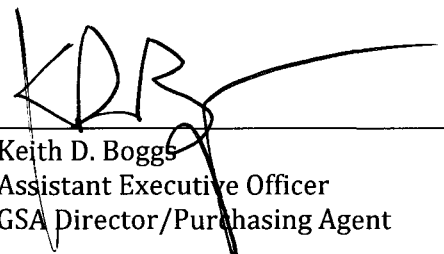
Dated: 7/8/13

**STANISLAUS COUNTY  
CHILDREN AND FAMILIES COMMISSION (CFC)**

By:   
John Sims  
Executive Director

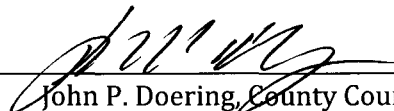
Dated: 6/13/13

**COUNTY OF STANISLAUS  
PURCHASING DEPARTMENT**

By:   
Keith D. Boggs  
Assistant Executive Officer  
GSA Director/Purchasing Agent

Dated: 8/1/13

**APPROVED AS TO FORM:  
COUNTY COUNSEL**

By:   
John P. Doering, County Counsel

Dated: 6/21/13

**COUNTY OF STANISLAUS**

Approved per BOS Item #: IV-B-5

Dated: 6/11/13

Approved per CFC Item #: VI-B1

Dated: 5/28/13

consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

19. ADVICE OF ATTORNEY

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

20. CONSTRUCTION

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

21. GOVERNING LAW AND VENUE

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

22. GENERAL ACCOUNTABILITY

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

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

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

23. CODE OF ETHICS

Consultant shall uphold the following Code of Ethics:

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

24. STATE ENERGY CONSERVATION PLAN

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

25. COPYRIGHT ACCESS

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

26. CONVICTION OF CRIME

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

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

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

27. MATCHING FUNDS

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

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

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

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

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

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

C. Where the prospective recipient of Federal assistance funds is unable to certify to any of



the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

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

29. COMPLIANCE WITH FALSE CLAIMS ACT

- 29.1 Consultant shall notify County immediately upon discovery of any employee of Consultant, any subcontractor, agent or other persons providing services, on behalf of Consultant who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Consultant, any subcontractor, agent or other persons providing services on behalf of Consultant, who is placed on the Medi-Cal Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at [www.medi-cal.ca.gov](http://www.medi-cal.ca.gov).
- 29.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Contractor shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claims Act. Contractor shall be in compliance with the False Health Care Claims Policy approved by the Stanislaus County Board of Supervisors on May 8, 2007, located at <http://www.co.stanislaus.ca.us/BOS/Agenda/2007/20070508/B07.pdf> and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor shall adhere to these policies and procedures.

30. MISCELLANEOUS REQUIREMENTS

- 30.1 During the period of this Agreement, Consultant agrees to:
  - A. Maintain a tobacco free environment on Consultant's property, including outside areas.
  - B. Refuse to accept any direct funds from tobacco industry sources, including event sponsorships and in-kind donations.
  - C. Provide information to its staff on smoking cessation and the dangers of secondhand smoke.
  - D. Provide healthy food and snack options when meals or foods are provided during the course of program operations.
  - E. Develop a Lactation Accommodation Policy that conforms to State law AB 1025 (Sections 1030-1033, California Labor Code), which requires that employees be given reasonable break time to express breastmilk for their children. The law also requires employers to provide a private room or other location near the employee's work area in which to express breastmilk.
- 30.2 Prior to publication or distribution, the Stanislaus County Children and Families Commission's Executive Director shall approve Consultant's deliverable or non-deliverable reports,

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

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

31. SUPPLANTATION OF FUNDS

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

32. ENTIRE AGREEMENT

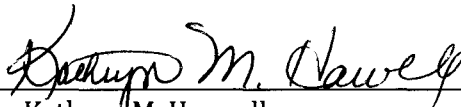
This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

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

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

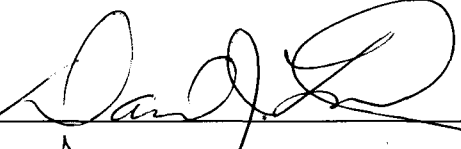
**APPROVED AS TO CONTENT:**

**COUNTY OF STANISLAUS  
COMMUNITY SERVICES AGENCY**

By:   
Kathryn M. Harwell  
Executive Director

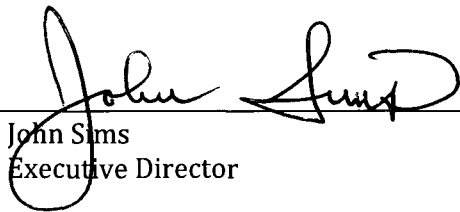
Dated: 7/22/13

**PARENT RESOURCE CENTER**

By:   
Title: President of Board

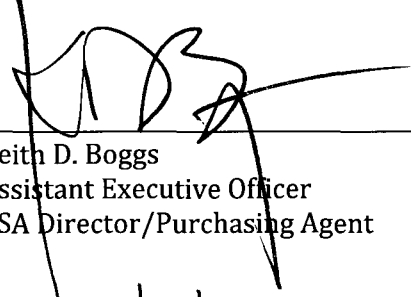
Dated: July 4, 2013

**STANISLAUS COUNTY  
CHILDREN AND FAMILIES COMMISSION (CFC)**

By:   
John Sims  
Executive Director

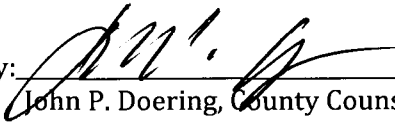
Dated: 6/13/13

**COUNTY OF STANISLAUS  
PURCHASING DEPARTMENT**

By:   
Keith D. Boggs  
Assistant Executive Officer  
GSA Director/Purchasing Agent

Dated: 8/1/13

**APPROVED AS TO FORM:  
County Counsel**

By:   
John P. Doering, County Counsel

Dated: 6/28/13

**COUNTY OF STANISLAUS**

Approved per BOS Item #: 2013-269

Dated: 6/11/13

Approved per CFC Item #: VI-B1

Dated: 5/28/13

**EXHIBIT A – SCOPE OF WORK**

**Parent Resource Center  
Parent Resource Connection FRC**

**AGREEMENT TO PROVIDE  
FAMILY RESOURCE CENTERS AND SERVICES  
JULY 1, 2013 THROUGH JUNE 30, 2016**

I. PROGRAM DESCRIPTION

Using Proposition 10 funds, Family Resource Centers (FRCs) provide families with children ages 0 through 5 that are at risk of child abuse/neglect with support services and a hub of supports and resources: community resources and referrals; strength based assessments and case management; parent education and support groups; school readiness information dissemination; health insurance enrollment assistance; depression screenings and mental health referrals; child developmental screenings and referrals; and unique services that address the needs of each community. Using Community Services Agency (CSA) funds, FRC's provide differential response (DR) services to children 0 through 17 and family support services to Stanislaus County communities.

II. SERVICES PROVIDED

Consultant shall provide the following services at the 811 5th Street Modesto, CA to residents of Stanislaus County.

Services are listed in priority order in accordance with the Priorities Plan adopted by the Commission in January, 2012. Services to be provided under this agreement are limited to:

<u>Service</u>	<u>Service Locations</u>
Case Management	Family Resource Centers Mobile (Client Homes)
Parenting Classes	Family Resource Centers
Family Crisis Support	Family Resource Centers Mobile (Client Homes)
Pregnancy/Infant Support Groups	Family Resource Centers without HBO
Resource and Referral	Family Resource Centers Mobile (Client Homes)
Developmental Screenings	Family Resource Centers Mobile (Client Homes)
Children's Book Distribution	Family Resource Centers Mobile (Community Events)
Family Literacy	Family Resource Centers
Child Literacy Classes	Family Resource Centers
Community Outreach	Family Resource Centers Mobile (Community Events) Countywide Schools

Health Insurance Enrollment	Family Resource Centers Mobile (Community Events)
Individual Mental/Behavioral Health	Family Resource Centers
Group Mental/Behavioral Health	Family Resource Centers
Depression Screenings	Family Resource Centers Mobile (Community Events, Homes)
Health and Safety Classes	Family Resource Centers

### III. STRATEGIES / GUIDING PRINCIPLES

- Services shall be culturally and linguistically appropriate to the populations served.
- Equity to all populations shall be a guiding principle of operations.
- Consultant shall actively recruit and engage community members and consumers of services as participants in planning and implementing this grant.
- Funds received under these programs may not be used to supplant or substitute for other local, private, Federal, State and/or County grants or awards. (The definition of supplanting is contained in 30131.4 of the Revenue and Taxation Code.)
- Operating hours of service shall address days and evenings.
- Staffing level and employee qualifications shall be appropriate to services.
- Where appropriate, Consultant shall increase collaborations and service delivery efficiencies
- Consultant shall provide cultural competency training to staff with the goal of reaching cultures not represented in the program
- Whenever possible, Consultant shall increase the number of clients served or increase the number of services to clients or increase the intensity of services to clients
- The Family Resource Connection located at 811 5<sup>th</sup> Street Modesto, CA shall be open at least four (4) hours per day, five (5) days per week, and closed no more than thirteen (13) days in a twelve (12) month period for traditional and legal holidays.

### IV. ACTIVITIES

- To promote collaboration with other agencies, Consultant shall participate in presentations to the Board of Supervisors, Children and Families Commission, Community Services Agency, Stanislaus County Child Abuse Prevention Council and its subcommittees.
- Contactor shall participate in Multi-Disciplinary Team meetings and shall attend Community Service Agency and Children and Families Commission mandated trainings.
- Clients receiving services shall be screened for depression utilizing a tool acceptable to the Commission.
- Outreach activities shall be conducted.
- Consultant shall actively recruit and engage community members and consumers of services as participants in planning and implementing this Agreement.
- Consultant shall recommend and assist with selecting contractor trainings sponsored by Commission.
- Consultant shall provide group and individual mental health counseling to caregivers of children 0-5.

- Consultant shall provide developmental screenings to children 0-5 and to all children under the age of 3 who have a substantiated allegation of abuse/neglect.
- Consultant shall provide literacy/school readiness services (teaching adult literacy, distributing children's books, teaching adults how to read to children, etc.).
- Consultant shall provide all services described in SCOARRS (Exhibit C).

V. ALIGNMENT WITH THE STANISLAUS COUNTY CHILDREN AND FAMILIES COMMISSION'S STRATEGIC PLAN

Desired Result: Families are supported and safe in communities that can support safe families.

Objective(s):

- Maintain positive trends in the reduction of repeat child maltreatment reports.
- Decrease incidents of child abuse and maltreatment
- Increase positive social support for families
- Increase family resiliency capacity (knowledge, skills & awareness) to promote healthy development and safety.

Planned Outcome(s):

- Families are connected to resources or support services.
- Families access support systems and resources in their communities that increase awareness, knowledge, or skills
- Caregivers have increased parenting knowledge, skills, and support
- Caregivers are identified and linked to mental health services
- Mental health issues of caregivers are addressed and improved

Desired Result: Children are eager and ready learners.

Objective(s):

- Increase families' ability to get their children ready for school.
- Children are cognitively, and socially-behaviorally ready to enter school

Planned Outcome(s):

- Children receive early screening and intervention for developmental delays and other special needs
- Caregivers provide care that fosters their children's optimal developmental achievement
- Children possess literacy tools (books and skills)
- Caregivers demonstrate improved literacy skills

Desired Result: Children are born healthy and stay healthy

Objective(s):

- Increase community awareness and response to child health and safety issues
- Increase/maintain enrollments in health insurance products
- Maintain access and maximize utilization of children's preventative and ongoing health care

Planned Outcome(s):

- Caregivers are provided with information on child health and safety
- Children 0-5 are enrolled in health insurance

Consultant shall establish an Internal Monitoring Plan to monitor and meet outcomes set forth in this Agreement.

VI. ELIGIBILITY / AREAS SERVED

The program shall serve Stanislaus County families with children 0 through 5 years of age and shall target Stanislaus County residents in the 95351, 95354, and 95358 zip codes. DR services shall be provided to Stanislaus County families with children 0 through 17 years of age.

VII. REPORTS AND CONTRACT MONITORING

- A. Consultant shall report quarterly to Commission and CSA staff using SCOARRS forms and Program Statistical reports for PSSF and CAPIT (specified in Exhibit D, which is incorporated by this reference) or other forms provided by the Commission or CSA.
- B. Consultant shall submit a quarterly year-to-date In-Kind Report which provides a line item summary of actual expenditures and in-kind match.
1. All quarterly forms (reports) are due according to the following schedule:
- Quarter 1 (July-September): October 31, 2013, 2014, and 2015
  - Quarter 2 (October-December): January 31, 2014, 2015, and 2016
  - Quarter 3 (January-March): April 30, 2014, 2015, and 2016
  - Quarter 4 (April-June): July 31, 2014, 2015, and 2016
- C. Consultant will enter data into a Commission approved database / spreadsheet a minimum of once a quarter, due according to the following schedule:
- Quarter 1 (July-September): October 31, 2013, 2014, and 2015
  - Quarter 2 (October-December): January 31, 2014, 2015, and 2016
  - Quarter 3 (January-March): April 30, 2014, 2015, and 2016
  - Quarter 4 (April-June): July 31, 2014, 2015, and 2016
- D. Consultant shall have a representative attend all Commission's Quarterly Contractor Meetings.
- E. Consultant shall participate in an activity and/or assessment regarding collaboration efforts and outcomes.
- F. Consultant shall participate in site visits with Commission / CSA staff twice yearly. Consultant shall also meet periodically with a Commission / CSA representative upon the reasonable request of the Commission or CSA to discuss, review, and evaluate program activities.
- G. Consultant shall submit to Commission and CSA staff an annual report in the format provided by the Commission or CSA.
- H. Consultant will assist in the monitoring and evaluation of the program according to this Scope of Work (Exhibit A) and supporting evaluation documents.
- I. Differential Response Client Data Sheet (DR Client Data Sheet) - Consultant shall submit a Differential Response Client Data Sheet (DR Client Data Sheet) monthly via email to [DRClientData@stancounty.com](mailto:DRClientData@stancounty.com).

- J. Consultant shall submit all other reporting via email to the following:
- Erica Inacio, Program Monitor, [inacioe@stancounty.com](mailto:inacioe@stancounty.com)
  - Stephanie Loomis, Administration, [LoomisS@stancounty.com](mailto:LoomisS@stancounty.com)
  - John Sims, Executive Director, [simsj@stancounty.com](mailto:simsj@stancounty.com)
  - CSA Reports, [CSAReport@stancounty.com](mailto:CSAReport@stancounty.com)

VIII. EVALUATION

Consultant shall collect data/information for the annual report that may include the following:

- Leveraging
- Linkages/collaboration
- Best practices/evidence-based practices
- Cultural proficiency
- Community feedback
- Evaluation capacity
- Response to prior evaluation recommendations
- Contract compliance issues
- Financial management
- Outcomes/results

IX. SUSTAINABILITY PLAN

Consultant shall report activities and progress made on the Sustainability Plan (previously submitted to Commission). This report shall be submitted with the Annual Report.

X. CUSTOMER SATISFACTION / EMPLOYEE SURVEY

- A. Consultant shall develop and conduct a customer satisfaction survey during the second and fourth quarters of the Fiscal Year.
1. Consultant will compile and report survey results by January 31, 2014, 2015, and 2016 (for Quarter 2 survey) and July 31, 2014, 2015, and 2016 (for Quarter 4 survey).
- B. Consultant will develop and conduct an employee satisfaction survey annually.
1. Consultant will compile and report survey results into the program's annual report described in Section XII-G.

XI. COMPENSATION

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

- A. This Agreement shall be effective July 1, 2013 through June 30, 2016.
- B. Costs:
1. The maximum amount of this Agreement for the period July 1, 2013 through June 30, 2016 shall not exceed \$1,574,118. The maximum amount per fiscal year is as follows:

July 1, 2013 through June 30, 2014 shall not exceed \$524,706

July 1, 2014 through June 30, 2015 shall not exceed \$524,706

July 1, 2015 through June 30, 2016 shall not exceed \$524,706



2. This is a cost reimbursement Agreement. The costs attendant to the provision of service are described in EXHIBIT B which is hereby incorporated by reference and made a part hereof. Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, or as the budget is thereafter amended or obligated.
  3. Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, or as the budget is thereafter amended or obligated.
  4. Consultant shall provide a minimum of \$4,637 In-Kind contribution, as detailed in EXHIBIT B – Budget.
- C. Consultant shall make no charge to the recipient and shall collect no share of cost.
- D. Consultant agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Consultant costs, both indirect and direct, relative to this Agreement.
- E. Costs must conform with Federal costs regulation: OMB Circular A-87, A Guide for State and Local Government Agencies, 48 CFR, Part 31, Subpart 31.2 (for profit agencies), and OMB Circular A-122 (for nonprofit agencies). All equipment purchased by Consultant must be depreciated in accordance with 45 CFR 95.705. All equipment, materials, supplies or property of any kind purchased from funds reimbursed or furnished by County under the terms of this Agreement shall be fully consumed or aged out in the course of the agreement/program. County reserves the right to physically reclaim any/all such property at the conclusion of the Agreement in accordance with 45 Code of Federal Regulations, Part 74, Administration of Grants.
- F. Any equipment, materials, supplies, or property of any kind purchased for or financed from funds provided under this Agreement, excepting any funds received for indirect expense pursuant to the budget document attached as EXHIBIT B, having useful life of three (3) years or greater, and a value in excess of One Thousand Dollars (\$1,000.00) shall be defined as an inventory item. All inventory items not fully consumed in the work described herein shall be the property of the County at the termination of this Agreement unless the County, at its sole discretion, makes an alternative disposition. Consultant shall annually prepare a written report of all inventory items and submit the report to the County. Consultant shall also file an inventory report with the County within ten (10) days after termination this Agreement. Final disposition of all inventory items shall be in accordance with written instructions from the County. Consultant is responsible for proper maintenance of inventory items and is responsible for all damage except for normal wear and tear.
- G. County shall not be required to purchase any definite amount of services nor does County guarantee to Consultant any minimum amount of funds or hours.
- H. Billings:
1. Consultant shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for July through April services. Billings for the service month of May and June are as follows:
    - May 2014 is due June 6, 2014
    - June 2014 is due June 13, 2014
    - May 2015 is due June 5, 2015
    - June 2015 is due June 12, 2015
    - May 2016 is due June 3, 2016
    - June 2016 is due June 10, 2016

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

2. Billings will be submitted to:

Stanislaus County Children and Families Commission  
Attention: Accounts Payable  
1010 10<sup>th</sup> Street, Suite 5000  
Modesto, CA 95354  
(209) 558-6218

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

XII. PAYMENTS

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

**COUNTY OF STANISLAUS  
AGREEMENT TO PROVIDE  
FAMILY RESOURCE CENTERS AND SERVICES  
JULY 1, 2013 THROUGH JUNE 30, 2016**

This AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY AND STANISLAUS COUNTY CHILDREN AND FAMILIES COMMISSION (jointly as "County") and **PARENT RESOURCE CENTER** ("Consultant"), a California non-profit corporation, with an effective date of **JULY 1, 2013**.

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

**INTRODUCTION**

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

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

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

**TERMS AND CONDITIONS**

1. SCOPE OF WORK

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

perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

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

## 2. CONSIDERATION

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

## 3. TERM

- 3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in EXHIBIT A.
- 3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.
- 3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Consultant's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Consultant ceases to be licensed or otherwise

authorized to do business in the State of California, and the Consultant fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

- 3.4 The County may terminate this Agreement upon thirty (30) days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.
- 3.5 County shall notify Consultant in writing within thirty (30) days of any potential Federal or State audit exception. Where findings indicate program requirements are not being met and Federal and/or State participation in this program may be imperiled, written notification will constitute County's intention to terminate this Agreement in the event corrections are not accomplished within thirty (30) days.
- 3.6 This Agreement may be terminated by County upon the giving of thirty (30) days notice of such termination because the services as determined by the Director of Stanislaus County Community Services Agency or the Executive Director of Stanislaus County Children and Families Commission 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 or that of the Executive Director of the Commission to the Board of the Children and Families Commission. The determination by either Board as to the termination shall be final.
- 3.7 Notwithstanding any other provisions of this Agreement, County may terminate the Agreement immediately:
  - A. Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services; or,
  - B. Upon loss of any license(s) required for lawful operation of Consultant's business; or,
  - C. Upon an unauthorized decrease in the required insurance in force; or,
  - D. Upon failure to make payroll payments; or,
  - E. Failure to remit payroll deductions in a timely manner to the appropriate State and Federal government; or,
  - F. Upon failure to substantially meet other financial obligations; or,
  - G. Upon service or a writ of attachment by creditors of Consultant
- 3.8 This Agreement is funded from revenue derived from a tax placed on the sales of cigarettes. The County reasonably believes that such tax revenue will be available to fully fund this Agreement for its term. In the event, however, no funds or insufficient funds are available for payments as determined in the sole discretion of the County. The County will immediately notify Consultant of such occurrence and the Agreement may be terminated by County upon thirty (30) days notice. After this Agreement is terminated under these provisions, County shall have no obligation to make further payments and shall only be obligated for work already performed pursuant to this Agreement
- 3.9 Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

#### 4. WORK SCHEDULE

Consultant is obligated to perform in a timely manner those services and work identified in EXHIBIT A. It is understood by Consultant that the performance of these services and work will require the Consultant to perform the services and work in conformance with the schedule set forth in EXHIBIT A, if

any, and, if there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and concurrence of the County.

5. REQUIRED LICENSES, CERTIFICATES AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. INSURANCE

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

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

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

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

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

that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

- 7.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.
- 7.3 The Consultant shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its officers, officials and employees as additional named insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of the Consultant; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.
- 7.4 The Consultant's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.
- 7.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees.
- 7.6 The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 7.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.
- 7.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.
- 7.9 Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insureds under its insurance policies.
- 7.10 At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant shall furnish County with certificates of insurance and with

original endorsements effecting coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

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

## 8. DEFENSE AND INDEMNIFICATION

- 8.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.
- 8.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.
- 8.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

## 9. STATUS OF CONSULTANT

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



circumstances to create an employer-employee relationship or a joint venture.

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

## 10. RECORDS AND AUDITS

- 10.1 Consultant shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement or until such records and their supporting documentation are released due to closure of Federal/State audit, whichever is longer. This includes any handwriting, typewriting, printing, photostatic, photographing, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.
- 10.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.
- 10.3 Any authorized representative of County shall have access to any writings as defined above, provided that said writings are not deemed by Consultant to be confidential, attorney work product, or privileged, for the purposes of making audit, evaluation, examination, excerpts, and

transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

- 10.4 County shall have the right to audit all billings and records of the Consultant related to this Agreement as required by State law. An independent public accountant can be appointed by County.
- 10.5 Consultant agrees that its financial records shall contain itemized records of all costs and be available for inspection in Stanislaus County within three (3) working days of the request by the County, State or Federal agencies.
- 10.6 Monitoring by County may be accomplished by the following means: field reviews, audit claims, monthly review of records, etc.
- 10.7 Consultant shall be responsible for the procurement and performance of a fiscal and compliance audit annually. Entities receiving in excess of \$500,000 in Federal funds must comply with the Single Audit Act of 1984, PL 98-502 and the Single Audit Amendments of 1996, P.L. 104-156. All audits must be performed in accordance with Government Audit standards as set forth in the Guidelines for Financial and Compliance Audits for Federally Assisted Programs, Activities, and Functions, and the provisions of OMB Circular A-133 as this applies to the auditing of states, local governments, institutions of higher education and non-profit.
- 10.8 The annual audit requirement is replaced with a biennial audit covering the most recent fiscal year if all of the following apply:
  - A. The total County Agreement expenditures, from all funding sources, during the fiscal year, are less than \$100,000
  - B. The Consultant is in compliance with all other Agreement requirements
  - C. An audit was performed on one of the preceding two years in accordance with Government Auditing Standards and a copy of the report and any management letter has been submitted to County
    1. The auditor's opinion on the financial statement and the schedule of federal awards (if applicable) were unqualified
    2. There were no deficiencies in internal control over financial reporting that were identified as material weaknesses under the requirements of Government Auditing Standards
    3. None of the state or federal programs had audit findings in the preceding year that were classified as:
      - a. Material weaknesses in the internal control over compliance
      - b. Noncompliance with the provisions of laws, regulations, contracts, or grant agreements that had a material effect on the program
      - c. Known or likely questioned costs
  - D. The audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 10.9 Consultant shall include in all fiscal audit reports an opinion which indicates whether program expenditures are allowable pursuant to the provisions of 45 CFR, Part 74, and all applicable State and Federal guidelines, policies and procedures.
- 10.10 Expenses incurred by Consultant to provide for the performance of an audit to satisfy said requirements are an allowable Agreement cost. Consultant is responsible for ensuring that the appropriate portion of audit costs are included with its total executed Agreement funds.

10.11 Consultant is responsible for submitting to County an audit report, prepared in accordance with said requirements, within one hundred twenty (120) days of the end of the Consultant's fiscal year.

## 11. CONFIDENTIALITY

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

- 11.1 Any and all information pertaining to the administration of public social services, for which grants in aid are received will be confidential and will not be open to examination for any purpose not directly connected with the administration of public social services.
- 11.2 No person will publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.
- 11.3 Consultant shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of misdemeanor.
- 11.4 Consultant, as an agent of Stanislaus County, shall be in compliance with the privacy and security safeguards agreement titled Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the County of Stanislaus, Community Services Agency located at: <http://www.stanworks.com/other-services/medi-cal-data-privacy-and-security-agreement.pdf>.

## 12. NONDISCRIMINATION

- 12.1 During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, age (over 40), political affiliation or belief, gender/sex, sexual orientation, gender identity or gender expression. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- 12.2 Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 12.3 Consultant shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

## 13. ASSIGNMENT

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

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

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

14. WAIVER OF DEFAULT

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

15. NOTICE

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

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

Stanislaus County Children and Families Commission  
Attention: Executive Director  
1010 10<sup>th</sup> Street, Suite 5000  
Modesto, CA 95354

To Consultant: Parent Resource Center  
Attention: Keenon Krick, Executive Director  
811 5<sup>th</sup> Street  
Modesto, CA 95351

16. CONFLICTS

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

17. SEVERABILITY

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

18. AMENDMENT

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual

	<i>Indicators Current Quarter (Progress)</i>	<i>Indicators Cumulative (Progress)</i>	<i>Indicators Cumulative Calculated</i>	<i>Narrative (Only if Needed)</i>
<p><b>FDM Indicators</b></p> <ul style="list-style-type: none"> <li>• Access to Transportation Based on Level of Need</li> <li>• Child Health Insurance</li> <li>• Community Resources Knowledge</li> <li>• Health Services</li> <li>• Budgeting Skills and Knowledge of Financial Resources</li> <li>• Adequacy of Clothing</li> <li>• Quality of Employment Status</li> <li>• Access to Quality Child Care</li> <li>• Risk of Emotional or Sexual Abuse</li> <li>• Supervision by the Family</li> <li>• Age-Appropriate Physical and Mental Development</li> <li>• Resources for Nutritious Food</li> <li>• Family Communications Skills</li> <li>• Emotional Wellbeing / Sense of Life Value</li> <li>• Nurturing</li> <li>• Confidence in Parenting</li> </ul>	<p>w. The % (and number) of families who received a first assessment during the quarter and were identified as "in crisis".</p> <p>x. The % (and number) of families who received a first assessment during the quarter and were identified as "safe" or "self sufficient".</p>	<p>w. The % (and number) of families identified as "in crisis" decreases in each assessment subsequent to the first assessment.</p> <p>x. The % (and number) of families identified as "safe" or "self sufficient" increases in each assessment subsequent to the first assessment.</p>		<p><i>Information derives from FDM reports run by the agency. The Cumulative Report should individually compare assessments 1 and 2, 2 and 3, 3 and 4, etc.</i></p>

	<i>Indicators Current Quarter (Progress)</i>	<i>Indicators Cumulative (Progress)</i>	<i>Indicators Cumulative Calculated</i>	<i>Narrative (Only if Needed)</i>
<p>Skills</p> <ul style="list-style-type: none"> <li>• Health and Safety of Home Environment</li> <li>• Stability of Home and Shelter</li> <li>• Quality of Social Support System</li> <li>• Presence / Degree of Substance Abuse</li> <li>• Adult Educational Development</li> <li>• School Attendance</li> <li>• Income Level for Basic Expenses</li> </ul>				



**More Information**

**Additional Supporting Narrative (Only if Needed):**

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

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

**Resource Changes (Only if Needed):**

**Activities & Services:**

**Activities & Services Changes (Only if Needed):**

# Exhibit D Statistical Reporting

## STANISLAUS COUNTY COMMUNITY SERVICES AGENCY for Differential Response for the Family Resource Centers

### QUARTERLY AGE, LANGUAGE, ETHNICITY and SERVICE REPORT FOR CAPIT & PSSF

TYPE YOUR AGENCY NAME HERE  
ADDRESS

FUNDING SOURCE\*      CAPIT     CFC     CBCAP     CCF     PSSF

PROGRAM NAME                      FAMILY RESOURCE CENTER  
SERVICE MONTH                      \_\_\_\_\_  
INVOICE DATE                              \_\_\_\_\_

**Direct Services Provided**

Family Resource Center

includes the following direct service activities:

- Assessment
- Case Management
- Counseling
- FRC
- Home Visitation
- Information & Referral
- Parent Education and Support
- Parenting Program (Classes)

		Customers Receiving Services					
		0-5 Years		6-18 Years		Adults (19 yr - older)	
Code	Ethnic Origin	without disabilities	with disabilities	without disabilities	with disabilities	without disabilities	with disabilities
WH	White non-Hispanic						
HS	Hispanic						
BL	Black non-hispanic						
A	Asian						
NA	Native America						
O	Other						
		<b>DO NOT WRITE BELOW THIS LINE</b>					
		0	0	0	0	0	0
<b>TOTALS</b>							

\*\* Use appropriate code listed below:

**Code Ethnic Origin**

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

**Code\* Funding Source**

- CAPIT Child Abuse Prevention Intervention and Treatment
- CFC Children and Families Commission
- CBCAP Community Based Child Abuse Prevention
- CCF County Children's Fund
- PSSF Promoting Safe and Stable Families

**Direct Services** mean that the services must be provided to an individual or family and the planned duration of the services should be more than one-time event. If the participant only attends the direct service for one-time and drops out, they should still be counted in this category, since the planned duration was for more than one time.

This summary is "service focused" Clients may access multiple services and shall be counted once for each service type provided during the reporting period.



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

2. Billings will be submitted to:

Stanislaus County Children and Families Commission  
Attention: Accounts Payable  
1010 10<sup>th</sup> Street, Suite 5000  
Modesto, CA 95354  
(209) 558-6218

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

## XII. PAYMENTS

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

<b>Date:</b> June 10, 2013		<b>Contract (Program):</b> Ceres Partnership for Healthy Children		
<b>Contract (Agency):</b> CENTER FOR HUMAN SERVICES				
<b>Prepared By (Name &amp; Number):</b> Joyce Ayres, Finance Director, 209-526-1476; email jayres@centerforhumanservice.org				
Description	Prop 10 / CSA Funding	In-Kind*	Other Cash Funding (Identify)	Total
<b>PERSONNEL</b>				
Salary/Wages/Benefits	\$ 172,343	\$ 1,647	\$ 160,420	\$ 334,410
Contract Professional Services				\$ -
<b>Subtotal Personnel Costs</b>	<b>\$ 172,343</b>	<b>\$ 1,647</b>	<b>\$ 160,420</b>	<b>\$ 334,410</b>
<b>SERVICES &amp; SUPPLIES (Operating Expenses)</b>				
Background Checks	\$ 160			\$ 160
Client Incentives/Supportive Service	\$ 894		\$ 12,064	\$ 12,958
Communication and Postage	\$ 3,550		\$ 2,982	\$ 6,532
Contract Services	\$ -		\$ 500	\$ 500
Equipment	\$ 1,600		\$ -	\$ 1,600
Equipment Rental-Copier Lease	\$ 1,080		\$ 838	\$ 1,918
Equipment Repair & Maintenance	\$ 180		\$ 840	\$ 1,020
Food	\$ 600		\$ 3,460	\$ 4,060
Insurance	\$ 1,680		\$ 350	\$ 2,030
Janitorial	\$ 1,300		\$ 1,362	\$ 2,662
Meetings & Trainings	\$ 600		\$ 1,600	\$ 2,200
Membership & Dues	\$ 100			\$ 100
Mileage and Travel	\$ 3,000		\$ 2,400	\$ 5,400
Office Rent (Land, Buildings, etc.)	\$ 17,280		\$ 16,246	\$ 33,526
Office Supplies and Materials	\$ 2,600		\$ 2,150	\$ 4,750
Special Activities	\$ 1,500		\$ 4,422	\$ 5,922
Utilities	\$ 3,660		\$ 3,760	\$ 7,420
				\$ -
				\$ -
				\$ -
<b>Subtotal Services &amp; Supplies</b>	<b>\$ 39,784</b>	<b>\$ -</b>	<b>\$ 52,974</b>	<b>\$ 92,758</b>
Indirect	\$ 31,728		\$ 31,866	\$ 63,594
<b>FIXED ASSETS</b>				
Buildings and Improvements				\$ -
Equipment (Specify)				\$ -
<b>Subtotal Fixed Assets</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL</b>	<b>\$ 243,855</b>	<b>\$ 1,647</b>	<b>\$ 213,394</b>	<b>\$ 490,762</b>
<b>ESTIMATED MONTHLY INVOICE TO PROP 10</b>				
July	\$ 18,463	January	\$ 22,267	
August	\$ 17,711	February	\$ 19,929	
September	\$ 19,229	March	\$ 20,725	
October	\$ 19,524	April	\$ 22,599	
November	\$ 20,635	May	\$ 21,345	
December	\$ 21,407	June	\$ 20,021	
<b>TOTAL (Equals Prop 10 Funding)</b>	<b>\$ 243,855</b>			

\*Category to be determined

<b>Date:</b> June 10, 2013		<b>Contract (Program):</b> Ceres Partnership for Healthy Children		
<b>Contract (Agency):</b> CENTER FOR HUMAN SERVICES				
<b>Prepared By (Name &amp; Number):</b> Joyce Ayres, Finance Director, 209-526-1476; email jayres@centerforhumanservice.org				
Description	Prop 10 / CSA Funding	In-Kind *	Other Cash Funding (Identify)	Total
<b>PERSONNEL</b>				
Salary/Wages/Benefits	\$ 176,582	\$ 1,647	\$ 164,431	\$ 342,660
Contract Professional Services				\$ -
<b>Subtotal Personnel Costs</b>	<b>\$ 176,582</b>	<b>\$ 1,647</b>	<b>\$ 164,431</b>	<b>\$ 342,660</b>
<b>SERVICES &amp; SUPPLIES (Operating Expenses)</b>				
Background Checks	\$ 160			\$ 160
Client Incentives/Supportive Service	\$ 750		\$ 12,064	\$ 12,814
Communication and Postage	\$ 2,000		\$ 4,532	\$ 6,532
Contract Services	\$ -		\$ 500	\$ 500
Equipment Rental-Copier Lease	\$ 1,080		\$ 838	\$ 1,918
Equipment Repair & Maintenance	\$ 180		\$ 840	\$ 1,020
Food	\$ 600		\$ 3,460	\$ 4,060
Insurance	\$ 1,680		\$ 350	\$ 2,030
Janitorial	\$ 600		\$ 1,965	\$ 2,565
Meetings & Trainings	\$ 600		\$ 1,600	\$ 2,200
Membership & Dues	\$ 100			\$ 100
Mileage and Travel	\$ 3,000		\$ 2,400	\$ 5,400
Office Rent (Land, Buildings, etc.)	\$ 15,935		\$ 17,591	\$ 33,526
Office Supplies and Materials	\$ 3,700		\$ 3,650	\$ 7,350
Special Activities	\$ 1,500		\$ 4,422	\$ 5,922
Utilities	\$ 3,660		\$ 3,760	\$ 7,420
				\$ -
				\$ -
				\$ -
<b>Subtotal Services &amp; Supplies</b>	<b>\$ 35,545</b>	<b>\$ -</b>	<b>\$ 57,972</b>	<b>\$ 93,517</b>
Indirect	\$ 31,728		\$ 33,690	\$ 65,418
<b>FIXED ASSETS</b>				
Buildings and Improvements				\$ -
Equipment (Specify)				\$ -
<b>Subtotal Fixed Assets</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL</b>	<b>\$ 243,855</b>	<b>\$ 1,647</b>	<b>\$ 222,403</b>	<b>\$ 501,595</b>
<b>ESTIMATED MONTHLY INVOICE TO PROP 10</b>				
July	\$ 20,321	January	\$ 20,321	
August	\$ 20,321	February	\$ 20,321	
September	\$ 20,321	March	\$ 20,321	
October	\$ 20,321	April	\$ 20,321	
November	\$ 20,321	May	\$ 20,321	
December	\$ 20,321	June	\$ 20,321	
<b>TOTAL (Equals Prop 10 Funding)</b>	<b>\$ 243,855</b>			

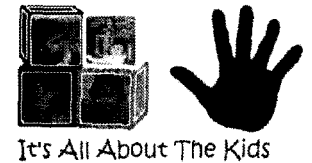
\*Category to be determined

<b>Date:</b> June 10, 2013		<b>Contract (Program):</b> Ceres Partnership for Healthy Children		
<b>Contract (Agency):</b> CENTER FOR HUMAN SERVICES				
<b>Prepared By (Name &amp; Number):</b> Joyce Ayres, Finance Director, 209-526-1476; email jayres@centerforhumanservice.org				
Description	Prop 10 / CSA Funding	In-Kind *	Other Cash Funding (Identify)	Total
<b>PERSONNEL</b>				
Salary/Wages/Benefits	\$ 178,697	\$ 1,647	\$ 170,752	\$ 351,096
Contract Professional Services				\$ -
<b>Subtotal Personnel Costs</b>	<b>\$ 178,697</b>	<b>\$ 1,647</b>	<b>\$ 170,752</b>	<b>\$ 351,096</b>
<b>SERVICES &amp; SUPPLIES (Operating Expenses)</b>				
Background Checks	\$ 160			\$ 160
Client Incentives/Supportive Service	\$ 750		\$ 12,064	\$ 12,814
Communication and Postage	\$ 2,000		\$ 4,532	\$ 6,532
Contract Services	\$ -		\$ 500	\$ 500
Equipment Rental-Copier Lease	\$ 1,080		\$ 838	\$ 1,918
Equipment Repair & Maintenance			\$ 1,020	\$ 1,020
Food	\$ 500		\$ 3,560	\$ 4,060
Insurance	\$ 1,680		\$ 350	\$ 2,030
Janitorial	\$ 600		\$ 1,965	\$ 2,565
Meetings & Trainings	\$ 600		\$ 1,600	\$ 2,200
Membership & Dues	\$ 100			\$ 100
Mileage and Travel	\$ 2,500		\$ 3,000	\$ 5,500
Office Rent (Land, Buildings, etc.)	\$ 15,935		\$ 17,591	\$ 33,526
Office Supplies and Materials	\$ 2,865		\$ 3,700	\$ 6,565
Special Activities	\$ 1,000		\$ 4,922	\$ 5,922
Utilities	\$ 3,660		\$ 3,760	\$ 7,420
				\$ -
				\$ -
				\$ -
<b>Subtotal Services &amp; Supplies</b>	<b>\$ 33,430</b>	<b>\$ -</b>	<b>\$ 59,402</b>	<b>\$ 92,832</b>
Indirect	\$ 31,728		\$ 35,311	\$ 67,039
<b>FIXED ASSETS</b>				
Buildings and Improvements				\$ -
Equipment (Specify)				\$ -
<b>Subtotal Fixed Assets</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL</b>	<b>\$ 243,855</b>	<b>\$ 1,647</b>	<b>\$ 230,154</b>	<b>\$ 510,967</b>
<b>ESTIMATED MONTHLY INVOICE TO PROP 10</b>				
July	\$ 20,321	January	\$ 20,321	
August	\$ 20,321	February	\$ 20,321	
September	\$ 20,321	March	\$ 20,321	
October	\$ 20,321	April	\$ 20,321	
November	\$ 20,321	May	\$ 20,321	
December	\$ 20,321	June	\$ 20,324	\$ -
<b>TOTAL (Equals Prop 10 Funding)</b>	<b>\$ 243,855</b>			

\*Category to be determined



Exhibit C



# 2013-2014 Stanislaus County Outcomes And Results Reporting Sheet (SCOARRS)

Date:

Agency: Center for Human Services

Program Name: Ceres Partnership for Healthy Children

Prepared by:

Phone Number:

Email:

Reporting for Quarter:

- 1<sup>st</sup> Quarter
- 2<sup>nd</sup> Quarter
- 3<sup>rd</sup> Quarter
- 4<sup>th</sup> Quarter

## *PLANNED OUTCOMES, RESULTS, AND OBJECTIVES*

- ✦ Families are supported and safe in communities that are capable of supporting safe families
  - ✓ Maintain positive trends in the reduction of repeat child maltreatment reports
  - ✓ Decrease incidents of child abuse and maltreatment
  - ✓ Increase positive social support for families
  - ✓ Increase family resilience capacity (knowledge, skills, and awareness) to promote healthy development and safety

- ✦ Children are born healthy and stay healthy
  - ✓ Increase community awareness and response to child health and safety issues
  - ✓ Increase / maintain enrollments in health insurance products
  - ✓ Maintain access and maximize utilization of children's preventive and ongoing health care

- ✦ Children are eager and ready learners
  - ✓ Increase families' ability to get their children ready for school
  - ✓ Increase the number of children who are cognitively and socially-behaviorally ready to enter school

	<i>Indicators Current Quarter (Progress)</i>	<i>Indicators Cumulative (Progress)</i>	<i>Indicators Cumulative Calculated</i>	<i>Narrative (Only if Needed)</i>
<p>1.FRC Staff will provide an FDM assessment to the caregivers of children (DR &amp; non-DR).</p> <ul style="list-style-type: none"> <li>65% of the caregivers of children will have a first FDM assessment.</li> </ul>	a. <input type="text"/> # of Non-DR children 0-5 receiving any Prop 10 services	a. <input type="text"/> # of Non-DR children 0-5 receiving any Prop 10 services	<p><b>"b" is calculated by an FDM report run by the agency.</b></p> <p>(b) / (a) = <input type="text"/> % of the Non-DR children 0-5 have caregivers who received a first FDM assessment</p> <p>(d) / (c) = <input type="text"/> % of the DR children 0-5 have caregivers who received a first FDM assessment</p> <p>(f) / (e) = <input type="text"/> % of the DR children (all ages) have caregivers who received a first FDM assessment</p>	
	b. <input type="text"/> # of Non-DR of children 0-5 whose caregivers received a first FDM assessment	b. <input type="text"/> # of Non-DR children 0-5 whose caregivers received a first FDM assessment		
	c. <input type="text"/> # of referred DR children 0-5	c. <input type="text"/> # of referred DR children 0-5		
	d. <input type="text"/> # of DR children 0-5 whose caregivers received a first FDM assessment	d. <input type="text"/> # of DR children 0-5 whose caregivers received a first FDM assessment		
	e. <input type="text"/> # of referred DR children (all ages).	e. <input type="text"/> # of referred DR children (all ages).		
	f. <input type="text"/> # of DR children (all ages) whose caregivers received a first FDM assessment	f. <input type="text"/> # of DR children (all ages) whose caregivers received a first FDM assessment		

	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
<p>2.FRC Staff will provide a valid depression screening to caregivers of children 0-5 who receive an FDM assessment</p> <ul style="list-style-type: none"> <li>70% of the children 0-5 who are assessed will have caregivers who received depression screenings.</li> </ul>	<p>g. <input type="text"/> # of DR and Non-DR children 0-5 whose caregivers were assessed and screened for depression</p>	<p>g. <input type="text"/> # of DR and Non-DR children 0-5 whose caregivers were assessed and screened for depression</p>	<p><math>(g) / (b+d) = \text{input} \%</math> of the children 0-5 whose families were assessed have caregivers who received depression screenings.</p>	
<p>3.FRC staff or contracted staff will provide group and individual mental health counseling to caregivers of children 0-5. Improvement will be reported by a clinician</p> <ul style="list-style-type: none"> <li>70% of the children whose caregivers receive group counseling will indicate improvement with presenting issues.</li> <li>65% of the children whose caregivers receive individual counseling will meet mental health goals.</li> </ul>	<p>h. <input type="text"/> # of children 0-5 whose caregivers receive group counseling</p>	<p>h. <input type="text"/> # of children 0-5 whose caregivers receive group counseling</p>	<p><math>(i) / (h) = \text{input} \%</math> of the children 0-5 whose caregivers receive group counseling and whose clinician indicates improvement with presenting issues</p> <p><math>(k) / (j) = \text{input} \%</math> of the children 0-5 whose caregivers receive individual counseling and indicate improvement with presenting issues</p>	
<p>i. <input type="text"/> # of children 0-5 whose caregivers receive group counseling and whose clinician indicates improvement with presenting issues.</p>	<p>i. <input type="text"/> # of children 0-5 whose caregivers receive group counseling and whose clinician indicates improvement with presenting issues.</p>			
<p>j. <input type="text"/> # of children 0-5 whose caregivers receive individual counseling</p>	<p>j. <input type="text"/> # of children 0-5 whose caregivers receive individual counseling</p>			
<p>k. <input type="text"/> # of children 0-5 whose caregivers receive individual counseling and meet mental health goals</p>	<p>k. <input type="text"/> # of children 0-5 whose caregivers receive individual counseling and meet mental health goals</p>			

	<i>Indicators Current Quarter (Progress)</i>	<i>Indicators Cumulative (Progress)</i>	<i>Indicators Cumulative Calculated</i>	<i>Narrative (Only if Needed)</i>
<p>4. FRC Staff will provide children 0-5, whose caregivers are assessed, with developmental screenings using the Ages &amp; Stages Questionnaire (ASQ)</p> <ul style="list-style-type: none"> <li>• 55% of the children 0-5 whose families are assessed will receive developmental screenings</li> </ul>	<p>l. <input type="text"/> # of Non-DR children 0-5 whose families were assessed and received a developmental screening</p>	<p>l. <input type="text"/> # of Non-DR children 0-5 whose families were assessed and received a developmental screening</p>	<p><math>(l+m) / (b+d) = \text{<input type="text"/>} \%</math> of the children 0-5 whose families were assessed received developmental screenings</p>	
<p>m. <input type="text"/> # of DR children 0-5 whose families were assessed and received a developmental screening</p>	<p>m. <input type="text"/> # of DR children 0-5 whose families were assessed and received a developmental screening</p>			
<p>5. FRC Staff or contracted staff will provide literacy/school readiness services (teaching adults literacy, distributing children's books, teaching adults how to read to children, etc.)</p> <ul style="list-style-type: none"> <li>• 65% of children 0-5 who received literacy services will indicate increased time reading at home with family</li> <li>• 75% of children 0-5 will be provided</li> </ul>	<p>n. <input type="text"/> # of children 0-5 who receive literacy services</p>	<p>n. <input type="text"/> # of children 0-5 who receive literacy services</p>	<p><math>(o) / (n) = \text{<input type="text"/>} \%</math> of the children 0-5 who received literacy services and indicate increased time reading at home with family</p> <p><math>(p) / (n) = \text{<input type="text"/>} \%</math> of the children 0-5 who received literacy services and receive books</p> <p><math>(r) / (q) = \text{<input type="text"/>} \%</math> of children 0-5 whose caregivers attended adult literacy classes and increased literacy skills</p>	
<p>o. <input type="text"/> # of children 0-5 who receive literacy services and indicate increased time reading at home with family</p>	<p>o. <input type="text"/> # of children 0-5 who receive literacy services and indicate increased time reading at home with family</p>			
<p>p. <input type="text"/> # of children 0-5 who receive books</p>	<p>p. <input type="text"/> # of children 0-5 who receive books</p>			
<p>q. <input type="text"/> # of children 0-5 whose caregivers attended adult literacy classes</p>	<p>q. <input type="text"/> # of children 0-5 whose caregivers attended adult literacy classes</p>			



# Exhibit C

	<i>Indicators Current Quarter (Progress)</i>	<i>Indicators Cumulative (Progress)</i>	<i>Indicators Cumulative Calculated</i>	<i>Narrative (Only if Needed)</i>
<p>books</p> <ul style="list-style-type: none"> <li>40% of children 0-5 whose caregivers attended adult literacy classes will increase literacy skills</li> </ul>	<p>r. <input type="text"/> # of children 0-5 whose caregivers attended adult literacy classes and increased literacy skills</p>	<p>r. <input type="text"/> # of children 0-5 whose caregivers attended adult literacy classes and increased literacy skills</p>		
<p>6. FRC Staff will assist families in obtaining health insurance, and with the enrollment of children 0-5 into a health insurance program within 90 days of first time contact or assessment.</p> <ul style="list-style-type: none"> <li>85% of the children 0-5, who did not have health insurance at the time of first contact, received assistance in obtaining health insurance</li> <li>80% of the assessed children 0-5, who did not have health insurance, will be enrolled in a health insurance program within 90 days of intake.</li> </ul>	<p>s. <input type="text"/> # of children 0-5 without health insurance at time of first contact</p>	<p>s. <input type="text"/> # of children 0-5 without health insurance at time of first contact</p>	<p>(t) / (s) = <input type="text"/> % of the children 0-5 who did not have health insurance at time of first contact received assistance in obtaining health insurance</p> <p>(v) / (u) = <input type="text"/> % of the assessed children 0-5 who did not have health insurance enrolled in a health insurance program within 90 days</p>	
	<p>t. <input type="text"/> # of children 0-5 who did not have health insurance at time of first contact and have completed an application for health insurance</p>	<p>t. <input type="text"/> # of children 0-5 who did not have health insurance at time of first contact and have completed an application for health insurance</p>		
	<p>u. <input type="text"/> # of children 0-5 without health insurance whose caregiver received an FDM assessment</p>	<p>u. <input type="text"/> # of children 0-5 without health insurance whose caregiver received an FDM assessment</p>		
	<p>v. <input type="text"/> # of assessed children 0-5 without health insurance are enrolled in a health insurance program within 90 days</p>	<p>v. <input type="text"/> # of assessed children 0-5 without health insurance are enrolled in a health insurance program within 90 days</p>		

the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

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

## 29. COMPLIANCE WITH FALSE CLAIMS ACT

- 29.1 Consultant shall notify County immediately upon discovery of any employee of Consultant, any subcontractor, agent or other persons providing services, on behalf of Consultant who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Consultant, any subcontractor, agent or other persons providing services on behalf of Consultant, who is placed on the Medi-Cal Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at [www.medi-cal.ca.gov](http://www.medi-cal.ca.gov).
- 29.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Contractor shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claims Act. Contractor shall be in compliance with the False Health Care Claims Policy approved by the Stanislaus County Board of Supervisors on May 8, 2007, located at <http://www.co.stanislaus.ca.us/BOS/Agenda/2007/20070508/B07.pdf> and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor shall adhere to these policies and procedures.

## 30. MISCELLANEOUS REQUIREMENTS

- 30.1 During the period of this Agreement, Consultant agrees to:
  - A. Maintain a tobacco free environment on Consultant's property, including outside areas.
  - B. Refuse to accept any direct funds from tobacco industry sources, including event sponsorships and in-kind donations.
  - C. Provide information to its staff on smoking cessation and the dangers of secondhand smoke.
  - D. Provide healthy food and snack options when meals or foods are provided during the course of program operations.
  - E. Develop a Lactation Accommodation Policy that conforms to State law AB 1025 (Sections 1030-1033, California Labor Code), which requires that employees be given reasonable break time to express breastmilk for their children. The law also requires employers to provide a private room or other location near the employee's work area in which to express breastmilk.
- 30.2 Prior to publication or distribution, the Stanislaus County Children and Families Commission's Executive Director shall approve Consultant's deliverable or non-deliverable reports,

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

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

31. SUPPLANTATION OF FUNDS

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

32. ENTIRE AGREEMENT

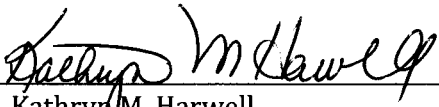
This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

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

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

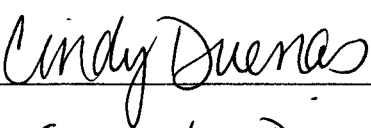
**APPROVED AS TO CONTENT:**

**COUNTY OF STANISLAUS  
COMMUNITY SERVICES AGENCY**

By:   
Kathryn M. Harwell  
Executive Director

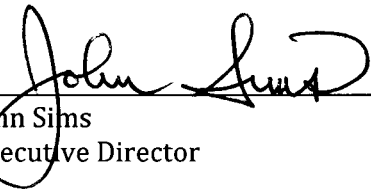
Dated: 7/22/13

**CENTER FOR HUMAN SERVICES**

By:   
Title: Executive Director

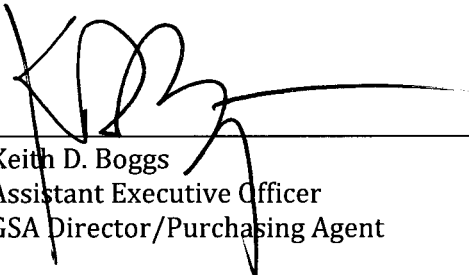
Dated: 7/8/13

**STANISLAUS COUNTY  
CHILDREN AND FAMILIES COMMISION (CFC)**

By:   
John Sims  
Executive Director


Dated: 6/13/13

**COUNTY OF STANISLAUS  
PURCHASING DEPARTMENT**

By:   
Keith D. Boggs  
Assistant Executive Officer  
GSA Director/Purchasing Agent

Dated: 8/1/13

**APPROVED AS TO FORM:  
COUNTY COUNSEL**

By:   
John P. Doering, County Counsel

Dated: 6/21/13

**COUNTY OF STANISLAUS**

Approved per BOS Item #: IV-B-5

Dated: 6/11/13

Approved per CFC Item #: VI-B1

Dated: 5/28/13

**EXHIBIT A – SCOPE OF WORK**

**Center for Human Services  
Ceres Partnership for Healthy Children**

**AGREEMENT TO PROVIDE  
FAMILY RESOURCE CENTERS AND SERVICES  
JULY 1, 2013 THROUGH JUNE 30, 2016**

**I. PROGRAM DESCRIPTION**

Using Proposition 10 funds, Family Resource Centers (FRCs) provide families with children ages 0 through 5 that are at risk of child abuse/neglect with support services and a hub of supports and resources: community resources and referrals; strength based assessments and case management; parent education and support groups; school readiness information dissemination; health insurance enrollment assistance; depression screenings and mental health referrals; child developmental screenings and referrals; and unique services that address the needs of each community. Using Community Services Agency (CSA) funds, FRC's provide differential response (DR) services to children 0 through 17 and family support services to Stanislaus County communities.

**II. SERVICES PROVIDED**

Consultant shall provide the following services at the Family Resource Center located at 2908 4th Street, Ceres, CA. 95307 to residents of Stanislaus County.

Services are listed in priority order in accordance with the Priorities Plan adopted by the Commission in January, 2012. Services to be provided under this agreement are limited to:

<b><u>Service</u></b>	<b><u>Service Locations</u></b>
Case Management	Family Resource Centers Mobile (Client Homes)
Parenting Classes	Family Resource Centers
Family Crisis Support	Family Resource Centers Mobile (Client Homes)
Pregnancy/Infant Support Groups	Family Resource Centers without HBO
Resource and Referral	Family Resource Centers Mobile (Client Homes)
Developmental Screenings	Family Resource Centers Mobile (Client Homes)
Children's Book Distribution	Family Resource Centers Mobile (Community Events)
Family Literacy	Family Resource Centers
Child Literacy Classes	Family Resource Centers
Community Outreach	Family Resource Centers Mobile (Community Events) Countywide Schools

Health Insurance Enrollment	Family Resource Centers Mobile (Community Events)
Individual Mental/Behavioral Health	Family Resource Centers
Group Mental/Behavioral Health	Family Resource Centers
Depression Screenings	Family Resource Centers Mobile (Community Events, Homes)
Health and Safety Classes	Family Resource Centers

### III. STRATEGIES / GUIDING PRINCIPLES

- Services shall be culturally and linguistically appropriate to the populations served.
- Equity to all populations shall be a guiding principle of operations.
- Consultant shall actively recruit and engage community members and consumers of services as participants in planning and implementing this grant.
- Funds received under these programs may not be used to supplant or substitute for other local, private, Federal, State and/or County grants or awards. (The definition of supplanting is contained in 30131.4 of the Revenue and Taxation Code.)
- Operating hours of service shall address days and evenings.
- Staffing level and employee qualifications shall be appropriate to services.
- Where appropriate, Consultant shall increase collaborations and service delivery efficiencies
- Consultant shall provide cultural competency training to staff with the goal of reaching cultures not represented in the program
- Whenever possible, Consultant shall increase the number of clients served or increase the number of services to clients or increase the intensity of services to clients
- The Family Resource Center located at 2908 4th Street, Ceres, CA. 95307 shall be open at least four (4) hours per day, five (5) days per week, and closed no more than thirteen (13) days in a twelve (12) month period for traditional and legal holidays.

### IV. ACTIVITIES

- To promote collaboration with other agencies, Consultant shall participate in presentations to the Board of Supervisors, Children and Families Commission, Community Services Agency, Stanislaus County Child Abuse Prevention Council and its subcommittees.
- Contactor shall participate in Multi-Disciplinary Team meetings and shall attend Community Service Agency and Children and Families Commission mandated trainings.
- Clients receiving services shall be screened for depression utilizing a tool acceptable to the Commission.
- Outreach activities shall be conducted.
- Consultant shall actively recruit and engage community members and consumers of services as participants in planning and implementing this Agreement.
- Consultant shall recommend and assist with selecting contractor trainings sponsored by Commission.
- Consultant shall provide group and individual mental health counseling to caregivers of children 0-5.

- Consultant shall provide developmental screenings to children 0-5 and to all children under the age of 3 who have a substantiated allegation of abuse/neglect.
- Consultant shall provide literacy/school readiness services (teaching adult literacy, distributing children's books, teaching adults how to read to children, etc.).
- Consultant shall provide all services described in SCOARRS (Exhibit C).

V. ALIGNMENT WITH THE STANISLAUS COUNTY CHILDREN AND FAMILIES COMMISSION'S STRATEGIC PLAN

Desired Result: Families are supported and safe in communities that can support safe families.

Objective(s):

- Maintain positive trends in the reduction of repeat child maltreatment reports.
- Decrease incidents of child abuse and maltreatment
- Increase positive social support for families
- Increase family resiliency capacity (knowledge, skills & awareness) to promote healthy development and safety.

Planned Outcome(s):

- Families are connected to resources or support services.
- Families access support systems and resources in their communities that increase awareness, knowledge, or skills
- Caregivers have increased parenting knowledge, skills, and support
- Caregivers are identified and linked to mental health services
- Mental health issues of caregivers are addressed and improved

Desired Result: Children are eager and ready learners.

Objective(s):

- Increase families' ability to get their children ready for school.
- Children are cognitively, and socially-behaviorally ready to enter school

Planned Outcome(s):

- Children receive early screening and intervention for developmental delays and other special needs
- Caregivers provide care that fosters their children's optimal developmental achievement
- Children possess literacy tools (books and skills)
- Caregivers demonstrate improved literacy skills

Desired Result: Children are born healthy and stay healthy

Objective(s):

- Increase community awareness and response to child health and safety issues
- Increase/maintain enrollments in health insurance products
- Maintain access and maximize utilization of children's preventative and ongoing health care

Planned Outcome(s):

- Caregivers are provided with information on child health and safety
- Children 0-5 are enrolled in health insurance

Consultant shall establish an Internal Monitoring Plan to monitor and meet outcomes set forth in this Agreement.

VI. ELIGIBILITY / AREAS SERVED

The program shall serve Stanislaus County families with children 0 through 5 years of age and shall target Stanislaus County residents in the 95307 and 95328 zip codes. DR services shall be provided to Stanislaus County families with children 0 through 17 years of age.

VII. REPORTS AND CONTRACT MONITORING

- A. Consultant shall report quarterly to Commission and CSA staff using SCOARRS forms and Program Statistical reports for PSSF and CAPIT (specified in Exhibit D, which is incorporated by this reference) or other forms provided by the Commission or CSA.
- B. Consultant shall submit a quarterly year-to-date In-Kind Report which provides a line item summary of actual expenditures and in-kind match.
1. All quarterly forms (reports) are due according to the following schedule:
- Quarter 1 (July-September): October 31, 2013, 2014, and 2015
  - Quarter 2 (October-December): January 31, 2014, 2015, and 2016
  - Quarter 3 (January-March): April 30, 2014, 2015, and 2016
  - Quarter 4 (April-June): July 31, 2014, 2015, and 2016
- C. Consultant will enter data into a Commission approved database / spreadsheet a minimum of once a quarter, due according to the following schedule:
- Quarter 1 (July-September): October 31, 2013, 2014, and 2015
  - Quarter 2 (October-December): January 31, 2014, 2015, and 2016
  - Quarter 3 (January-March): April 30, 2014, 2015, and 2016
  - Quarter 4 (April-June): July 31, 2014, 2015, and 2016
- D. Consultant shall have a representative attend all Commission's Quarterly Contractor Meetings.
- E. Consultant shall participate in an activity and/or assessment regarding collaboration efforts and outcomes.
- F. Consultant shall participate in site visits with Commission / CSA staff twice yearly. Consultant shall also meet periodically with a Commission / CSA representative upon the reasonable request of the Commission or CSA to discuss, review, and evaluate program activities.
- G. Consultant shall submit to Commission and CSA staff an annual report in the format provided by the Commission or CSA.
- H. Consultant will assist in the monitoring and evaluation of the program according to this Scope of Work (Exhibit A) and supporting evaluation documents.
- I. Differential Response Client Data Sheet (DR Client Data Sheet) - Consultant shall submit a Differential Response Client Data Sheet (DR Client Data Sheet) monthly via email to [DRClientData@stancounty.com](mailto:DRClientData@stancounty.com).



- J. Consultant shall submit all other reporting via email to the following:
- Erica Inacio, Program Monitor, [inacioe@stancounty.com](mailto:inacioe@stancounty.com)
  - Stephanie Loomis, Administration, [LoomisS@stancounty.com](mailto:LoomisS@stancounty.com)
  - John Sims, Executive Director, [simsj@stancounty.com](mailto:simsj@stancounty.com)
  - CSA Reports, [CSAReport@stancounty.com](mailto:CSAReport@stancounty.com)

VIII. EVALUATION

Consultant shall collect data/information for the annual report that may include the following:

- Leveraging
- Linkages/collaboration
- Best practices/evidence-based practices
- Cultural proficiency
- Community feedback
- Evaluation capacity
- Response to prior evaluation recommendations
- Contract compliance issues
- Financial management
- Outcomes/results

IX. SUSTAINABILITY PLAN

Consultant shall report activities and progress made on the Sustainability Plan (previously submitted to Commission). This report shall be submitted with the Annual Report.

X. CUSTOMER SATISFACTION / EMPLOYEE SURVEY

- A. Consultant shall develop and conduct a customer satisfaction survey during the second and fourth quarters of the Fiscal Year.
1. Consultant will compile and report survey results by January 31, 2014, 2015, and 2016 (for Quarter 2 survey) and July 31, 2014, 2015, and 2016 (for Quarter 4 survey).
- B. Consultant will develop and conduct an employee satisfaction survey annually.
1. Consultant will compile and report survey results into the program's annual report described in Section XII-G.

XI. COMPENSATION

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

- A. This Agreement shall be effective July 1, 2013 through June 30, 2016.
- B. Costs:
1. The maximum amount of this Agreement for the period July 1, 2013 through June 30, 2016 shall not exceed \$731,565. The maximum amount per fiscal year is as follows:

July 1, 2013 through June 30, 2014 shall not exceed \$243,855

July 1, 2014 through June 30, 2015 shall not exceed \$243,855

July 1, 2015 through June 30, 2016 shall not exceed \$243,855

2. This is a cost reimbursement Agreement. The costs attendant to the provision of service are described in EXHIBIT B which is hereby incorporated by reference and made a part hereof. Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, or as the budget is thereafter amended or obligated.
  3. Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, or as the budget is thereafter amended or obligated.
  4. Consultant shall provide a minimum of \$1,647 In-Kind contribution, as detailed in EXHIBIT B – Budget.
- C. Consultant shall make no charge to the recipient and shall collect no share of cost.
- D. Consultant agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Consultant costs, both indirect and direct, relative to this Agreement.
- E. Costs must conform with Federal costs regulation: OMB Circular A-87, A Guide for State and Local Government Agencies, 48 CFR, Part 31, Subpart 31.2 (for profit agencies), and OMB Circular A-122 (for nonprofit agencies). All equipment purchased by Consultant must be depreciated in accordance with 45 CFR 95.705. All equipment, materials, supplies or property of any kind purchased from funds reimbursed or furnished by County under the terms of this Agreement shall be fully consumed or aged out in the course of the agreement/program. County reserves the right to physically reclaim any/all such property at the conclusion of the Agreement in accordance with 45 Code of Federal Regulations, Part 74, Administration of Grants.
- F. Any equipment, materials, supplies, or property of any kind purchased for or financed from funds provided under this Agreement, excepting any funds received for indirect expense pursuant to the budget document attached as EXHIBIT B, having useful life of three (3) years or greater, and a value in excess of One Thousand Dollars (\$1,000.00) shall be defined as an inventory item. All inventory items not fully consumed in the work described herein shall be the property of the County at the termination of this Agreement unless the County, at its sole discretion, makes an alternative disposition. Consultant shall annually prepare a written report of all inventory items and submit the report to the County. Consultant shall also file an inventory report with the County within ten (10) days after termination this Agreement. Final disposition of all inventory items shall be in accordance with written instructions from the County. Consultant is responsible for proper maintenance of inventory items and is responsible for all damage except for normal wear and tear.
- G. County shall not be required to purchase any definite amount of services nor does County guarantee to Consultant any minimum amount of funds or hours.
- H. Billings:
1. Consultant shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for July through April services. Billings for the service month of May and June are as follows:
    - May 2014 is due June 6, 2014
    - June 2014 is due June 13, 2014
    - May 2015 is due June 5, 2015
    - June 2015 is due June 12, 2015
    - May 2016 is due June 3, 2016
    - June 2016 is due June 10, 2016

that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

- 7.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.
- 7.3 The Consultant shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its officers, officials and employees as additional named insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of the Consultant; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.
- 7.4 The Consultant's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.
- 7.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees.
- 7.6 The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 7.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.
- 7.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.
- 7.9 Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insureds under its insurance policies.
- 7.10 At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant shall furnish County with certificates of insurance and with

original endorsements effecting coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

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

## 8. DEFENSE AND INDEMNIFICATION

- 8.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.
- 8.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.
- 8.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

## 9. STATUS OF CONSULTANT

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

circumstances to create an employer-employee relationship or a joint venture.

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

## 10. RECORDS AND AUDITS

- 10.1 Consultant shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement or until such records and their supporting documentation are released due to closure of Federal/State audit, whichever is longer. This includes any handwriting, typewriting, printing, photostatic, photographing, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.
- 10.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.
- 10.3 Any authorized representative of County shall have access to any writings as defined above, provided that said writings are not deemed by Consultant to be confidential, attorney work product, or privileged, for the purposes of making audit, evaluation, examination, excerpts, and

transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

- 10.4 County shall have the right to audit all billings and records of the Consultant related to this Agreement as required by State law. An independent public accountant can be appointed by County.
- 10.5 Consultant agrees that its financial records shall contain itemized records of all costs and be available for inspection in Stanislaus County within three (3) working days of the request by the County, State or Federal agencies.
- 10.6 Monitoring by County may be accomplished by the following means: field reviews, audit claims, monthly review of records, etc.
- 10.7 Consultant shall be responsible for the procurement and performance of a fiscal and compliance audit annually. Entities receiving in excess of \$500,000 in Federal funds must comply with the Single Audit Act of 1984, PL 98-502 and the Single Audit Amendments of 1996, P.L. 104-156. All audits must be performed in accordance with Government Audit standards as set forth in the Guidelines for Financial and Compliance Audits for Federally Assisted Programs, Activities, and Functions, and the provisions of OMB Circular A-133 as this applies to the auditing of states, local governments, institutions of higher education and non-profit.
- 10.8 The annual audit requirement is replaced with a biennial audit covering the most recent fiscal year if all of the following apply:
  - A. The total County Agreement expenditures, from all funding sources, during the fiscal year, are less than \$100,000
  - B. The Consultant is in compliance with all other Agreement requirements
  - C. An audit was performed on one of the preceding two years in accordance with Government Auditing Standards and a copy of the report and any management letter has been submitted to County
    1. The auditor's opinion on the financial statement and the schedule of federal awards (if applicable) were unqualified
    2. There were no deficiencies in internal control over financial reporting that were identified as material weaknesses under the requirements of Government Auditing Standards
    3. None of the state or federal programs had audit findings in the preceding year that were classified as:
      - a. Material weaknesses in the internal control over compliance
      - b. Noncompliance with the provisions of laws, regulations, contracts, or grant agreements that had a material effect on the program
      - c. Known or likely questioned costs
  - D. The audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 10.9 Consultant shall include in all fiscal audit reports an opinion which indicates whether program expenditures are allowable pursuant to the provisions of 45 CFR, Part 74, and all applicable State and Federal guidelines, policies and procedures.
- 10.10 Expenses incurred by Consultant to provide for the performance of an audit to satisfy said requirements are an allowable Agreement cost. Consultant is responsible for ensuring that the appropriate portion of audit costs are included with its total executed Agreement funds.

10.11 Consultant is responsible for submitting to County an audit report, prepared in accordance with said requirements, within one hundred twenty (120) days of the end of the Consultant's fiscal year.

## 11. CONFIDENTIALITY

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

11.1 Any and all information pertaining to the administration of public social services, for which grants in aid are received will be confidential and will not be open to examination for any purpose not directly connected with the administration of public social services.

11.2 No person will publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.

11.3 Consultant shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of misdemeanor.

11.4 Consultant, as an agent of Stanislaus County, shall be in compliance with the privacy and security safeguards agreement titled Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the County of Stanislaus, Community Services Agency located at: <http://www.stanworks.com/other-services/medi-cal-data-privacy-and-security-agreement.pdf>.

## 12. NONDISCRIMINATION

12.1 During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, age (over 40), political affiliation or belief, gender/sex, sexual orientation, gender identity or gender expression. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

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

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

## 13. ASSIGNMENT

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

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

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

14. WAIVER OF DEFAULT

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

15. NOTICE

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

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

Stanislaus County Children and Families Commission  
Attention: Executive Director  
1010 10<sup>th</sup> Street, Suite 5000  
Modesto, CA 95354

To Consultant: Center for Human Services  
Attention: Cynthia R. Duenas, Executive Director  
1700 McHenry Village Way, Ste. 11,  
Modesto, CA. 95350

16. CONFLICTS

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

17. SEVERABILITY

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

18. AMENDMENT

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual



consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

19. ADVICE OF ATTORNEY

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

20. CONSTRUCTION

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

21. GOVERNING LAW AND VENUE

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

22. GENERAL ACCOUNTABILITY

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

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

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

23. CODE OF ETHICS

Consultant shall uphold the following Code of Ethics:

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

24. STATE ENERGY CONSERVATION PLAN

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

25. COPYRIGHT ACCESS

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

26. CONVICTION OF CRIME

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

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

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

27. MATCHING FUNDS

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

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

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

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

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

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

C. Where the prospective recipient of Federal assistance funds is unable to certify to any of

## EXHIBIT A – SCOPE OF WORK

### Center for Human Services Oakdale Family Resource and Counseling Center

#### AGREEMENT TO PROVIDE FAMILY RESOURCE CENTERS AND SERVICES JULY 1, 2013 THROUGH JUNE 30, 2016

#### I. PROGRAM DESCRIPTION

Using Proposition 10 funds, Family Resource Centers (FRCs) provide families with children ages 0 through 5 that are at risk of child abuse/neglect with support services and a hub of supports and resources: community resources and referrals; strength based assessments and case management; parent education and support groups; school readiness information dissemination; health insurance enrollment assistance; depression screenings and mental health referrals; child developmental screenings and referrals; and unique services that address the needs of each community. Using Community Services Agency (CSA) funds, FRC's provide differential response (DR) services to children 0 through 17 and family support services to Stanislaus County communities.

#### II. SERVICES PROVIDED

Consultant shall provide the following services at the Oakdale Family Resource and Counseling Center, located at 631 W. F Street Oakdale, CA to residents of Stanislaus County.

Services are listed in priority order in accordance with the Priorities Plan adopted by the Commission in January, 2012. Services to be provided under this agreement are limited to:

<b><u>Service</u></b>	<b><u>Service Locations</u></b>
Case Management	Family Resource Centers Mobile (Client Homes)
Parenting Classes	Family Resource Centers
Family Crisis Support	Family Resource Centers Mobile (Client Homes)
Pregnancy/Infant Support Groups	Family Resource Centers without HBO
Resource and Referral	Family Resource Centers Mobile (Client Homes)
Developmental Screenings	Family Resource Centers Mobile (Client Homes)
Children's Book Distribution	Family Resource Centers Mobile (Community Events)
Family Literacy	Family Resource Centers
Child Literacy Classes	Family Resource Centers
Community Outreach	Family Resource Centers Mobile (Community Events) Countywide Schools

Health Insurance Enrollment	Family Resource Centers Mobile (Community Events)
Individual Mental/Behavioral Health	Family Resource Centers
Group Mental/Behavioral Health	Family Resource Centers
Depression Screenings	Family Resource Centers Mobile (Community Events, Homes)
Health and Safety Classes	Family Resource Centers

### III. STRATEGIES / GUIDING PRINCIPLES

- Services shall be culturally and linguistically appropriate to the populations served.
- Equity to all populations shall be a guiding principle of operations.
- Consultant shall actively recruit and engage community members and consumers of services as participants in planning and implementing this grant.
- Funds received under these programs may not be used to supplant or substitute for other local, private, Federal, State and/or County grants or awards. (The definition of supplanting is contained in 30131.4 of the Revenue and Taxation Code.)
- Operating hours of service shall address days and evenings.
- Staffing level and employee qualifications shall be appropriate to services.
- Where appropriate, Consultant shall increase collaborations and service delivery efficiencies
- Consultant shall provide cultural competency training to staff with the goal of reaching cultures not represented in the program
- Whenever possible, Consultant shall increase the number of clients served or increase the number of services to clients or increase the intensity of services to clients
- The Oakdale Family Resource and Counseling Center, located at 631 W. F Street Oakdale, CA shall be open at least four (4) hours per day, five (5) days per week, and closed no more than thirteen (13) days in a twelve (12) month period for traditional and legal holidays.

### IV. ACTIVITIES

- To promote collaboration with other agencies, Consultant shall participate in presentations to the Board of Supervisors, Children and Families Commission, Community Services Agency, Stanislaus County Child Abuse Prevention Council and its subcommittees.
- Contactor shall participate in Multi-Disciplinary Team meetings and shall attend Community Service Agency and Children and Families Commission mandated trainings.
- Clients receiving services shall be screened for depression utilizing a tool acceptable to the Commission.
- Outreach activities shall be conducted.
- Consultant shall actively recruit and engage community members and consumers of services as participants in planning and implementing this Agreement.
- Consultant shall recommend and assist with selecting contractor trainings sponsored by Commission.
- Consultant shall provide group and individual mental health counseling to caregivers of children 0-5.

- Consultant shall provide developmental screenings to children 0-5 and to all children under the age of 3 who have a substantiated allegation of abuse/neglect.
- Consultant shall provide literacy/school readiness services (teaching adult literacy, distributing children's books, teaching adults how to read to children, etc.).
- Consultant shall provide all services described in SCOARRS (Exhibit C).

V. ALIGNMENT WITH THE STANISLAUS COUNTY CHILDREN AND FAMILIES COMMISSION'S STRATEGIC PLAN

Desired Result: Families are supported and safe in communities that can support safe families.

Objective(s):

- Maintain positive trends in the reduction of repeat child maltreatment reports.
- Decrease incidents of child abuse and maltreatment
- Increase positive social support for families
- Increase family resiliency capacity (knowledge, skills & awareness) to promote healthy development and safety.

Planned Outcome(s):

- Families are connected to resources or support services.
- Families access support systems and resources in their communities that increase awareness, knowledge, or skills
- Caregivers have increased parenting knowledge, skills, and support
- Caregivers are identified and linked to mental health services
- Mental health issues of caregivers are addressed and improved

Desired Result: Children are eager and ready learners.

Objective(s):

- Increase families' ability to get their children ready for school.
- Children are cognitively, and socially-behaviorally ready to enter school

Planned Outcome(s):

- Children receive early screening and intervention for developmental delays and other special needs
- Caregivers provide care that fosters their children's optimal developmental achievement
- Children possess literacy tools (books and skills)
- Caregivers demonstrate improved literacy skills

Desired Result: Children are born healthy and stay healthy

Objective(s):

- Increase community awareness and response to child health and safety issues
- Increase/maintain enrollments in health insurance products
- Maintain access and maximize utilization of children's preventative and ongoing health care

Planned Outcome(s):

- Caregivers are provided with information on child health and safety
- Children 0-5 are enrolled in health insurance

Consultant shall establish an Internal Monitoring Plan to monitor and meet outcomes set forth in this Agreement.

VI. ELIGIBILITY / AREAS SERVED

The program shall serve Stanislaus County families with children 0 through 5 years of age and shall target Stanislaus County residents in the 95361 and 95367 zip codes. DR services shall be provided to Stanislaus County families with children 0 through 17 years of age.

VII. REPORTS AND CONTRACT MONITORING

- A. Consultant shall report quarterly to Commission and CSA staff using SCOARRS forms and Program Statistical reports for PSSF and CAPIT (specified in Exhibit D, which is incorporated by this reference) or other forms provided by the Commission or CSA.
- B. Consultant shall submit a quarterly year-to-date In-Kind Report which provides a line item summary of actual expenditures and in-kind match.
1. All quarterly forms (reports) are due according to the following schedule:
    - Quarter 1 (July-September): October 31, 2013, 2014, and 2015
    - Quarter 2 (October-December): January 31, 2014, 2015, and 2016
    - Quarter 3 (January-March): April 30, 2014, 2015, and 2016
    - Quarter 4 (April-June): July 31, 2014, 2015, and 2016
- C. Consultant will enter data into a Commission approved database / spreadsheet a minimum of once a quarter, due according to the following schedule:
  - Quarter 1 (July-September): October 31, 2013, 2014, and 2015
  - Quarter 2 (October-December): January 31, 2014, 2015, and 2016
  - Quarter 3 (January-March): April 30, 2014, 2015, and 2016
  - Quarter 4 (April-June): July 31, 2014, 2015, and 2016
- D. Consultant shall have a representative attend all Commission's Quarterly Contractor Meetings.
- E. Consultant shall participate in an activity and/or assessment regarding collaboration efforts and outcomes.
- F. Consultant shall participate in site visits with Commission / CSA staff twice yearly. Consultant shall also meet periodically with a Commission / CSA representative upon the reasonable request of the Commission or CSA to discuss, review, and evaluate program activities.
- G. Consultant shall submit to Commission and CSA staff an annual report in the format provided by the Commission or CSA.
- H. Consultant will assist in the monitoring and evaluation of the program according to this Scope of Work (Exhibit A) and supporting evaluation documents.
- I. Differential Response Client Data Sheet (DR Client Data Sheet) - Consultant shall submit a Differential Response Client Data Sheet (DR Client Data Sheet) monthly via email to [DRClientData@stancounty.com](mailto:DRClientData@stancounty.com).

- J. Consultant shall submit all other reporting via email to the following:
- Erica Inacio, Program Monitor, [inacioe@stancounty.com](mailto:inacioe@stancounty.com)
  - Stephanie Loomis, Administration, [LoomisS@stancounty.com](mailto:LoomisS@stancounty.com)
  - John Sims, Executive Director, [simsj@stancounty.com](mailto:simsj@stancounty.com)
  - CSA Reports, [CSAReport@stancounty.com](mailto:CSAReport@stancounty.com)

VIII. EVALUATION

Consultant shall collect data/information for the annual report that may include the following:

- Leveraging
- Linkages/collaboration
- Best practices/evidence-based practices
- Cultural proficiency
- Community feedback
- Evaluation capacity
- Response to prior evaluation recommendations
- Contract compliance issues
- Financial management
- Outcomes/results

IX. SUSTAINABILITY PLAN

Consultant shall report activities and progress made on the Sustainability Plan (previously submitted to Commission). This report shall be submitted with the Annual Report.

X. CUSTOMER SATISFACTION / EMPLOYEE SURVEY

- A. Consultant shall develop and conduct a customer satisfaction survey during the second and fourth quarters of the Fiscal Year.
1. Consultant will compile and report survey results by January 31, 2014, 2015, and 2016 (for Quarter 2 survey) and July 31, 2014, 2015, and 2016 (for Quarter 4 survey).
- B. Consultant will develop and conduct an employee satisfaction survey annually.
1. Consultant will compile and report survey results into the program's annual report described in Section XII-G.

XI. COMPENSATION

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

- A. This Agreement shall be effective July 1, 2013 through June 30, 2016.
- B. Costs:
1. The maximum amount of this Agreement for the period July 1, 2013 through June 30, 2016 shall not exceed \$623,940. The maximum amount per fiscal year is as follows:

July 1, 2013 through June 30, 2014 shall not exceed \$207,980

July 1, 2014 through June 30, 2015 shall not exceed \$207,980

July 1, 2015 through June 30, 2016 shall not exceed \$207,980

2. This is a cost reimbursement Agreement. The costs attendant to the provision of service are described in EXHIBIT B which is hereby incorporated by reference and made a part hereof. Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, or as the budget is thereafter amended or obligated.
  3. Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, or as the budget is thereafter amended or obligated.
  4. Consultant shall provide a minimum of \$1,359 In-Kind contribution, as detailed in EXHIBIT B – Budget.
- C. Consultant shall make no charge to the recipient and shall collect no share of cost.
- D. Consultant agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Consultant costs, both indirect and direct, relative to this Agreement.
- E. Costs must conform with Federal costs regulation: OMB Circular A-87, A Guide for State and Local Government Agencies, 48 CFR, Part 31, Subpart 31.2 (for profit agencies), and OMB Circular A-122 (for nonprofit agencies). All equipment purchased by Consultant must be depreciated in accordance with 45 CFR 95.705. All equipment, materials, supplies or property of any kind purchased from funds reimbursed or furnished by County under the terms of this Agreement shall be fully consumed or aged out in the course of the agreement/program. County reserves the right to physically reclaim any/all such property at the conclusion of the Agreement in accordance with 45 Code of Federal Regulations, Part 74, Administration of Grants.
- F. Any equipment, materials, supplies, or property of any kind purchased for or financed from funds provided under this Agreement, excepting any funds received for indirect expense pursuant to the budget document attached as EXHIBIT B, having useful life of three (3) years or greater, and a value in excess of One Thousand Dollars (\$1,000.00) shall be defined as an inventory item. All inventory items not fully consumed in the work described herein shall be the property of the County at the termination of this Agreement unless the County, at its sole discretion, makes an alternative disposition. Consultant shall annually prepare a written report of all inventory items and submit the report to the County. Consultant shall also file an inventory report with the County within ten (10) days after termination this Agreement. Final disposition of all inventory items shall be in accordance with written instructions from the County. Consultant is responsible for proper maintenance of inventory items and is responsible for all damage except for normal wear and tear.
- G. County shall not be required to purchase any definite amount of services nor does County guarantee to Consultant any minimum amount of funds or hours.
- H. Billings:
1. Consultant shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for July through April services. Billings for the service month of May and June are as follows:
    - May 2014 is due June 6, 2014
    - June 2014 is due June 13, 2014
    - May 2015 is due June 5, 2015
    - June 2015 is due June 12, 2015
    - May 2016 is due June 3, 2016
    - June 2016 is due June 10, 2016



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

2. Billings will be submitted to:

Stanislaus County Children and Families Commission  
Attention: Accounts Payable  
1010 10<sup>th</sup> Street, Suite 5000  
Modesto, CA 95354  
(209) 558-6218

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

## XII. PAYMENTS

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

<b>Date:</b> June 10, 2013		<b>Contract (Program):</b> Oakdale Family Resource Center & Counseling Service		
<b>Contract (Agency):</b> CENTER FOR HUMAN SERVICES				
<b>Prepared By (Name &amp; Number):</b> Joyce Ayres, Finance Director, 209-526-1476; email jayres@centerforhumanservice.org				
Description	Prop 10 / CSA Funding	In-Kind *	Other Cash Funding (Identify)	Total
<b>PERSONNEL</b>				
Salary/Wages/Benefits	\$ 157,512	\$ 1,249	\$ 43,301	\$ 202,062
Contract Professional Services				\$ -
<b>Subtotal Personnel Costs</b>	<b>\$ 157,512</b>	<b>\$ 1,249</b>	<b>\$ 43,301</b>	<b>\$ 202,062</b>
<b>SERVICES &amp; SUPPLIES (Operating Expenses)</b>				
Advertising (Employment)	\$ 200		\$ 150	\$ 350
Background Checks	\$ 80		\$ -	\$ 80
Client Incentives/Supportive Service	\$ 800	\$ 110	\$ 900	\$ 1,810
Communication and Postage	\$ 2,400		\$ 1,020	\$ 3,420
Contract Services				\$ -
Educational Material	\$ 750		\$ 350	\$ 1,100
Equipment Rental-Copier Lease	\$ 360		\$ -	\$ 360
Equipment Repair & Maintenance	\$ 540		\$ 680	\$ 1,220
Food			\$ 760	\$ 760
Insurance	\$ 750		\$ 150	\$ 900
Janitorial	\$ 790		\$ 780	\$ 1,570
Meetings & Trainings	\$ 600		\$ 560	\$ 1,160
Membership & Dues	\$ 100		\$ -	\$ 100
Mileage and Travel	\$ 1,503		\$ 1,000	\$ 2,503
Office Rent (Land, Buildings, etc.)	\$ 9,996		\$ 8,676	\$ 18,672
Office Supplies and Materials	\$ 1,771		\$ 1,405	\$ 3,176
Special Activities	\$ 600		\$ 1,400	\$ 2,000
Utilities	\$ 2,100		\$ 1,140	\$ 3,240
				\$ -
<b>Subtotal Services &amp; Supplies</b>	<b>\$ 23,340</b>	<b>\$ 110</b>	<b>\$ 18,971</b>	<b>\$ 42,421</b>
Indirect	\$ 27,128		\$ 9,545	\$ 36,673
<b>FIXED ASSETS</b>				
Buildings and Improvements				\$ -
Equipment (Specify)				\$ -
<b>Subtotal Fixed Assets</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL</b>	<b>\$ 207,980</b>	<b>\$ 1,359</b>	<b>\$ 62,272</b>	<b>\$ 281,156</b>
<b>ESTIMATED MONTHLY INVOICE TO PROP 10</b>				
July	\$ 19,412	January	\$ 18,254	
August	\$ 17,651	February	\$ 16,201	
September	\$ 17,013	March	\$ 16,983	
October	\$ 18,382	April	\$ 17,634	
November	\$ 16,978	May	\$ 17,687	
December	\$ 17,785	June	\$ 14,000	
<b>TOTAL (Equals Prop 10 Funding)</b>	<b>\$ 207,980</b>			

\*Category to be determined


<b>Date:</b> June 10, 2013		<b>Contract (Program):</b> Oakdale Family Resource Center & Counseling Service		
<b>Contract (Agency):</b> CENTER FOR HUMAN SERVICES				
<b>Prepared By (Name &amp; Number):</b> Joyce Ayres, Finance Director, 209-526-1476; email jayres@centerforhumanservice.org				
Description	Prop 10 / CSA Funding	In-Kind *	Other Cash Funding (Identify)	Total
<b>PERSONNEL</b>				
Salary/Wages/Benefits	\$ 160,936	\$ 1,281	\$ 43,301	\$ 205,518
Contract Professional Services				\$ -
<b>Subtotal Personnel Costs</b>	<b>\$ 160,936</b>	<b>\$ 1,281</b>	<b>\$ 43,301</b>	<b>\$ 205,518</b>
<b>SERVICES &amp; SUPPLIES (Operating Expenses)</b>				
Advertising (Employment)	\$ 100		\$ 250	\$ 350
Background Checks	\$ 50		\$ 60	\$ 110
Client Incentives/Supportive Service	\$ 450	\$ 78	\$ 1,225	\$ 1,753
Communication and Postage	\$ 1,250		\$ 2,170	\$ 3,420
Contract Services				\$ -
Educational Material	\$ 565		\$ 550	\$ 1,115
Equipment Rental-Copier Lease	\$ 360		\$ -	\$ 360
Equipment Repair & Maintenance	\$ 540		\$ 680	\$ 1,220
Food			\$ 760	\$ 760
Insurance	\$ 750		\$ 185	\$ 935
Janitorial	\$ 790		\$ 780	\$ 1,570
Meetings & Trainings			\$ 1,160	\$ 1,160
Membership & Dues	\$ 100		\$ -	\$ 100
Mileage and Travel	\$ 1,490		\$ 1,000	\$ 2,490
Office Rent (Land, Buildings, etc.)	\$ 9,996		\$ 9,876	\$ 19,872
Office Supplies and Materials	\$ 1,125		\$ 2,375	\$ 3,500
Special Activities	\$ 250		\$ 1,750	\$ 2,000
Utilities	\$ 2,100		\$ 1,464	\$ 3,564
				\$ -
<b>Subtotal Services &amp; Supplies</b>	<b>\$ 19,916</b>	<b>\$ 78</b>	<b>\$ 24,285</b>	<b>\$ 44,279</b>
Indirect	\$ 27,128		\$ 10,342	\$ 37,470
<b>FIXED ASSETS</b>				
Buildings and Improvements				\$ -
Equipment (Specify)				\$ -
<b>Subtotal Fixed Assets</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL</b>	<b>\$ 207,980</b>	<b>\$ 1,359</b>	<b>\$ 67,586</b>	<b>\$ 287,267</b>
<b>ESTIMATED MONTHLY INVOICE TO PROP 10</b>				
July	\$ 17,332	January	\$ 17,332	
August	\$ 17,332	February	\$ 17,332	
September	\$ 17,332	March	\$ 17,332	
October	\$ 17,332	April	\$ 17,332	
November	\$ 17,332	May	\$ 17,332	
December	\$ 17,332	June	\$ 17,328	
<b>TOTAL (Equals Prop 10 Funding)</b>	<b>\$ 207,980</b>			

\*Category to be determined

Date:		June 10, 2013	Contract (Program):		Oakdale Family Resource Center & Counseling Service
Contract (Agency):		CENTER FOR HUMAN SERVICES			
Prepared By (Name & Number):		Joyce Ayres, Finance Director, 209-526-1476; email jayres@centerforhumanservice.org			
Description	Prop 10 / CSA Funding	In-Kind *	Other Cash Funding (Identify)	Total	
<b>PERSONNEL</b>					
Salary/Wages/Benefits	\$ 161,486	\$ 1,359	\$ 44,241	\$ 207,086	
Contract Professional Services				\$ -	
<b>Subtotal Personnel Costs</b>	<b>\$ 161,486</b>	<b>\$ 1,359</b>	<b>\$ 44,241</b>	<b>\$ 207,086</b>	
<b>SERVICES &amp; SUPPLIES (Operating Expenses)</b>					
Advertising (Employment)			\$ 250	\$ 250	
Background Checks			\$ 60	\$ 60	
Client Incentives/Supportive Service	\$ 250		\$ 1,475	\$ 1,725	
Communication and Postage	\$ 1,250		\$ 2,170	\$ 3,420	
Contract Services				\$ -	
Educational Material	\$ 365		\$ 1,500	\$ 1,865	
Equipment Rental-Copier Lease	\$ 360		\$ -	\$ 360	
Equipment Repair & Maintenance	\$ 540		\$ 680	\$ 1,220	
Food			\$ 760	\$ 760	
Insurance	\$ 750		\$ 185	\$ 935	
Janitorial	\$ 790		\$ 1,685	\$ 2,475	
Meetings & Trainings			\$ 1,160	\$ 1,160	
Membership & Dues	\$ 100		\$ -	\$ 100	
Mileage and Travel	\$ 1,490		\$ 1,000	\$ 2,490	
Office Rent (Land, Buildings, etc.)	\$ 9,996		\$ 12,276	\$ 22,272	
Office Supplies and Materials	\$ 1,125		\$ 2,375	\$ 3,500	
Special Activities	\$ 250		\$ 2,225	\$ 2,475	
Utilities	\$ 2,100		\$ 1,464	\$ 3,564	
				\$ -	
<b>Subtotal Services &amp; Supplies</b>	<b>\$ 19,366</b>	<b>\$ -</b>	<b>\$ 29,265</b>	<b>\$ 48,631</b>	
Indirect	\$ 27,128		\$ 10,342	\$ 37,470	
<b>FIXED ASSETS</b>					
Buildings and Improvements				\$ -	
Equipment (Specify)				\$ -	
<b>Subtotal Fixed Assets</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>TOTAL</b>	<b>\$ 207,980</b>	<b>\$ 1,359</b>	<b>\$ 73,506</b>	<b>\$ 293,187</b>	
<b>ESTIMATED MONTHLY INVOICE TO PROP 10</b>					
July	\$ 17,332	January	\$ 17,332		
August	\$ 17,332	February	\$ 17,332		
September	\$ 17,332	March	\$ 17,332		
October	\$ 17,332	April	\$ 17,332		
November	\$ 17,332	May	\$ 17,332		
December	\$ 17,332	June	\$ 17,328		
<b>TOTAL (Equals Prop 10 Funding)</b>	<b>\$ 207,980</b>				

\*Category to be determined



Exhibit C 



# 2013-2014 Stanislaus County Outcomes And Results Reporting Sheet (SCOARRS)

Date:

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

Prepared by:  
Phone Number:  
Email:

Reporting for Quarter:

- 1<sup>st</sup> Quarter
- 2<sup>nd</sup> Quarter
- 3<sup>rd</sup> Quarter
- 4<sup>th</sup> Quarter

## ***PLANNED OUTCOMES, RESULTS, AND OBJECTIVES***

- ↳ Families are supported and safe in communities that are capable of supporting safe families
  - ✓ Maintain positive trends in the reduction of repeat child maltreatment reports
  - ✓ Decrease incidents of child abuse and maltreatment
  - ✓ Increase positive social support for families
  - ✓ Increase family resilience capacity (knowledge, skills, and awareness) to promote healthy development and safety

- ↳ Children are born healthy and stay healthy
  - ✓ Increase community awareness and response to child health and safety issues
  - ✓ Increase / maintain enrollments in health insurance products
  - ✓ Maintain access and maximize utilization of children's preventive and ongoing health care

- ↳ Children are eager and ready learners
  - ✓ Increase families' ability to get their children ready for school
  - ✓ Increase the number of children who are cognitively and socially-behaviorally ready to enter school

	<i>Indicators Current Quarter (Progress)</i>	<i>Indicators Cumulative (Progress)</i>	<i>Indicators Cumulative Calculated</i>	<i>Narrative (Only if Needed)</i>
<p>1. FRC Staff will provide an FDM assessment to the caregivers of children (DR &amp; non-DR).</p> <ul style="list-style-type: none"> <li>65% of the caregivers of children will have a first FDM assessment.</li> </ul>	a. <input type="text"/> # of Non-DR children 0-5 receiving any Prop 10 services	a. <input type="text"/> # of Non-DR children 0-5 receiving any Prop 10 services	<p><b>"b" is calculated by an FDM report run by the agency.</b></p> <p>(b) / (a) = <input type="text"/> % of the Non-DR children 0-5 have caregivers who received a first FDM assessment</p> <p>(d) / (c) = <input type="text"/> % of the DR children 0-5 have caregivers who received a first FDM assessment</p> <p>(f) / (e) = <input type="text"/> % of the DR children (all ages) have caregivers who received a first FDM assessment</p>	
	b. <input type="text"/> # of Non-DR of children 0-5 whose caregivers received a first FDM assessment	b. <input type="text"/> # of Non-DR children 0-5 whose caregivers received a first FDM assessment		
	c. <input type="text"/> # of referred DR children 0-5	c. <input type="text"/> # of referred DR children 0-5		
	d. <input type="text"/> # of DR children 0-5 whose caregivers received a first FDM assessment	d. <input type="text"/> # of DR children 0-5 whose caregivers received a first FDM assessment		
	e. <input type="text"/> # of referred DR children (all ages).	e. <input type="text"/> # of referred DR children (all ages).		
	f. <input type="text"/> # of DR children (all ages) whose caregivers received a first FDM assessment	f. <input type="text"/> # of DR children (all ages) whose caregivers received a first FDM assessment		

	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
<p>2.FRC Staff will provide a valid depression screening to caregivers of children 0-5 who receive an FDM assessment</p> <ul style="list-style-type: none"> <li>70% of the children 0-5 who are assessed will have caregivers who received depression screenings.</li> </ul>	<p>g. <input type="text"/> # of DR and Non-DR children 0-5 whose caregivers were assessed and screened for depression</p>	<p>g. <input type="text"/> # of DR and Non-DR children 0-5 whose caregivers were assessed and screened for depression</p>	<p><math>(g) / (b+d) = \text{input} \%</math> of the children 0-5 whose families were assessed have caregivers who received depression screenings.</p>	
<p>3.FRC staff or contracted staff will provide group and individual mental health counseling to caregivers of children 0-5. Improvement will be reported by a clinician</p> <ul style="list-style-type: none"> <li>70% of the children whose caregivers receive group counseling will indicate improvement with presenting issues.</li> <li>65% of the children whose caregivers receive individual counseling will meet mental health goals.</li> </ul>	<p>h. <input type="text"/> # of children 0-5 whose caregivers receive group counseling</p>	<p>h. <input type="text"/> # of children 0-5 whose caregivers receive group counseling</p>	<p><math>(i) / (h) = \text{input} \%</math> of the children 0-5 whose caregivers receive group counseling and whose clinician indicates improvement with presenting issues</p> <p><math>(k) / (j) = \text{input} \%</math> of the children 0-5 whose caregivers receive individual counseling and indicate improvement with presenting issues</p>	
<p>i. <input type="text"/> # of children 0-5 whose caregivers receive group counseling and whose clinician indicates improvement with presenting issues.</p>	<p>i. <input type="text"/> # of children 0-5 whose caregivers receive group counseling and whose clinician indicates improvement with presenting issues.</p>			
<p>j. <input type="text"/> # of children 0-5 whose caregivers receive individual counseling</p>	<p>j. <input type="text"/> # of children 0-5 whose caregivers receive individual counseling</p>			
<p>k. <input type="text"/> # of children 0-5 whose caregivers receive individual counseling and meet mental health goals</p>	<p>k. <input type="text"/> # of children 0-5 whose caregivers receive individual counseling and meet mental health goals</p>			

	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
<p>4. FRC Staff will provide children 0-5, whose caregivers are assessed, with developmental screenings using the Ages &amp; Stages Questionnaire (ASQ)</p> <ul style="list-style-type: none"> <li>• 55% of the children 0-5 whose families are assessed will receive developmental screenings</li> </ul>	<p>l. <input type="text"/> # of Non-DR children 0-5 whose families were assessed and received a developmental screening</p>	<p>l. <input type="text"/> # of Non-DR children 0-5 whose families were assessed and received a developmental screening</p>	<p><math>(l+m) / (b+d) = \text{input} \%</math> of the children 0-5 whose families were assessed received developmental screenings</p>	
<p>m. <input type="text"/> # of DR children 0-5 whose families were assessed and received a developmental screening</p>	<p>m. <input type="text"/> # of DR children 0-5 whose families were assessed and received a developmental screening</p>			
<p>5. FRC Staff or contracted staff will provide literacy/school readiness services (teaching adults literacy, distributing children's books, teaching adults how to read to children, etc.)</p> <ul style="list-style-type: none"> <li>• 65% of children 0-5 who received literacy services will indicate increased time reading at home with family</li> <li>• 75% of children 0-5 will be provided</li> </ul>	<p>n. <input type="text"/> # of children 0-5 who receive literacy services</p>	<p>n. <input type="text"/> # of children 0-5 who receive literacy services</p>	<p><math>(o) / (n) = \text{input} \%</math> of the children 0-5 who received literacy services and indicate increased time reading at home with family</p> <p><math>(p) / (n) = \text{input} \%</math> of the children 0-5 who received literacy services and receive books</p> <p><math>(r) / (q) = \text{input} \%</math> of children 0-5 whose caregivers attended adult literacy classes and increased literacy skills</p>	
<p>o. <input type="text"/> # of children 0-5 who receive literacy services and indicate increased time reading at home with family</p>	<p>o. <input type="text"/> # of children 0-5 who receive literacy services and indicate increased time reading at home with family</p>			
<p>p. <input type="text"/> # of children 0-5 who receive books</p>	<p>p. <input type="text"/> # of children 0-5 who receive books</p>			
<p>q. <input type="text"/> # of children 0-5 whose caregivers attended adult literacy classes</p>	<p>q. <input type="text"/> # of children 0-5 whose caregivers attended adult literacy classes</p>			



	<i>Indicators Current Quarter (Progress)</i>	<i>Indicators Cumulative (Progress)</i>	<i>Indicators Cumulative Calculated</i>	<i>Narrative (Only if Needed)</i>
<p>books</p> <ul style="list-style-type: none"> <li>• 40% of children 0-5 whose caregivers attended adult literacy classes will increase literacy skills</li> </ul>	<p>r. <input type="text"/> # of children 0-5 whose caregivers attended adult literacy classes and increased literacy skills</p>	<p>r. <input type="text"/> # of children 0-5 whose caregivers attended adult literacy classes and increased literacy skills</p>		
<p>6. FRC Staff will assist families in obtaining health insurance, and with the enrollment of children 0-5 into a health insurance program within 90 days of first time contact or assessment.</p> <ul style="list-style-type: none"> <li>• 85% of the children 0-5, who did not have health insurance at the time of first contact, received assistance in obtaining health insurance</li> <li>• 80% of the assessed children 0-5, who did not have health insurance, will be enrolled in a health insurance program within 90 days of intake.</li> </ul>	<p>s. <input type="text"/> # of children 0-5 without health insurance at time of first contact</p>	<p>s. <input type="text"/> # of children 0-5 without health insurance at time of first contact</p>	<p>(t) / (s) = <input type="text"/> % of the children 0-5 who did not have health insurance at time of first contact received assistance in obtaining health insurance</p> <p>(v) / (u) = <input type="text"/> % of the assessed children 0-5 who did not have health insurance enrolled in a health insurance program within 90 days</p>	
	<p>t. <input type="text"/> # of children 0-5 who did not have health insurance at time of first contact and have completed an application for health insurance</p>	<p>t. <input type="text"/> # of children 0-5 who did not have health insurance at time of first contact and have completed an application for health insurance</p>		
	<p>u. <input type="text"/> # of children 0-5 without health insurance whose caregiver received an FDM assessment</p>	<p>u. <input type="text"/> # of children 0-5 without health insurance whose caregiver received an FDM assessment</p>		
	<p>v. <input type="text"/> # of assessed children 0-5 without health insurance are enrolled in a health insurance program within 90 days</p>	<p>v. <input type="text"/> # of assessed children 0-5 without health insurance are enrolled in a health insurance program within 90 days</p>		

	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
<p><b>FDM Indicators</b></p> <ul style="list-style-type: none"> <li>• Access to Transportation Based on Level of Need</li> <li>• Child Health Insurance</li> <li>• Community Resources Knowledge</li> <li>• Health Services</li> <li>• Budgeting Skills and Knowledge of Financial Resources</li> <li>• Adequacy of Clothing</li> <li>• Quality of Employment Status</li> <li>• Access to Quality Child Care</li> <li>• Risk of Emotional or Sexual Abuse</li> <li>• Supervision by the Family</li> <li>• Age-Appropriate Physical and Mental Development</li> <li>• Resources for Nutritious Food</li> <li>• Family Communications Skills</li> <li>• Emotional Wellbeing / Sense of Life Value</li> <li>• Nurturing</li> <li>• Confidence in Parenting</li> </ul>	<p>w. The % (and number) of families who received a first assessment during the quarter and were identified as "in crisis".</p> <p>x. The % (and number) of families who received a first assessment during the quarter and were identified as "safe" or "self sufficient".</p>	<p>w. The % (and number) of families identified as "in crisis" decreases in each assessment subsequent to the first assessment.</p> <p>x. The % (and number) of families identified as "safe" or "self sufficient" increases in each assessment subsequent to the first assessment.</p>	<p><i>Information derives from FDM reports run by the agency. The Cumulative Report should individually compare assessments 1 and 2, 2 and 3, 3 and 4, etc.</i></p>	

	<i>Indicators Current Quarter (Progress)</i>	<i>Indicators Cumulative (Progress)</i>	<i>Indicators Cumulative Calculated</i>	<i>Narrative (Only if Needed)</i>
<p><b>Skills</b></p> <ul style="list-style-type: none"> <li>• Health and Safety of Home Environment</li> <li>• Stability of Home and Shelter</li> <li>• Quality of Social Support System</li> <li>• Presence / Degree of Substance Abuse</li> <li>• Adult Educational Development</li> <li>• School Attendance</li> <li>• Income Level for Basic Expenses</li> </ul>				

**More Information**

**Additional Supporting Narrative (Only if Needed):**

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

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

**Resource Changes (Only if Needed):**

**Activities & Services:**

**Activities & Services Changes (Only if Needed):**

# Exhibit D Statistical Reporting

## STANISLAUS COUNTY COMMUNITY SERVICES AGENCY for Differential Response for the Family Resource Centers

### QUARTERLY AGE, LANGUAGE, ETHNICITY and SERVICE REPORT FOR CAPIT & PSSF

TYPE YOUR AGENCY NAME HERE  
ADDRESS

FUNDING SOURCE\*

CAPIT  CFC  CBCAP  CCF  PSSF

PROGRAM NAME  
SERVICE MONTH  
INVOICE DATE

FAMILY RESOURCE CENTER  
\_\_\_\_\_  
\_\_\_\_\_

**Direct Services Provided**

Family Resource Center

includes the following direct service activities:

- Assessment
- Case Management
- Counseling
- FRC
- Home Visitation
- Information & Referral
- Parent Education and Support
- Parenting Program (Classes)

		Customers Receiving Services					
		0-5 Years		6-18 Years		Adults (19 yr - older)	
Code	Ethnic Origin	without disabilities	with disabilities	without disabilities	with disabilities	without disabilities	with disabilities
WH	White non-Hispanic						
HS	Hispanic						
BL	Black non-hispanic						
A	Asian						
NA	Native America						
O	Other						
<b>DO NOT WRITE BELOW THIS LINE</b>							
		0	0	0	0	0	0
<b>TOTALS</b>							

\*\* Use appropriate code listed below:

**Code Ethnic Origin**

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

**Code\* Funding Source**

- CAPIT Child Abuse Prevention Intervention and Treatment
- CFC Children and Families Commission
- CBCAP Community Based Child Abuse Prevention
- CCF County Children's Fund
- PSSF Promoting Safe and Stable Families

Direct Services mean that the services must be provided to an individual or family and the planned duration of the services should be more than one-time event. If the participant only attends the direct service for one-time and drops out, they should still be counted in this category, since the planned duration was for more than one time.

This summary is "service focused" Clients may access multiple services and shall be counted once for each service type provided during the reporting period.

**COUNTY OF STANISLAUS  
AGREEMENT TO PROVIDE  
FAMILY RESOURCE CENTERS AND SERVICES  
JULY 1, 2013 THROUGH JUNE 30, 2016**

This AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY AND STANISLAUS COUNTY CHILDREN AND FAMILIES COMMISSION (jointly as "County") and SIERRA VISTA CHILD & FAMILY SERVICES (HUGHSON FAMILY RESOURCE CENTER) ("Consultant"), a California non-profit corporation, with an effective date of JULY 1, 2013.

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

**INTRODUCTION**

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

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

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

**TERMS AND CONDITIONS**

1. SCOPE OF WORK

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

perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

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

## 2. CONSIDERATION

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

## 3. TERM

- 3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in EXHIBIT A.
- 3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.
- 3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Consultant's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Consultant ceases to be licensed or otherwise

authorized to do business in the State of California, and the Consultant fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

- 3.4 The County may terminate this Agreement upon thirty (30) days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.
- 3.5 County shall notify Consultant in writing within thirty (30) days of any potential Federal or State audit exception. Where findings indicate program requirements are not being met and Federal and/or State participation in this program may be imperiled, written notification will constitute County's intention to terminate this Agreement in the event corrections are not accomplished within thirty (30) days.
- 3.6 This Agreement may be terminated by County upon the giving of thirty (30) days notice of such termination because the services as determined by the Director of Stanislaus County Community Services Agency or the Executive Director of Stanislaus County Children and Families Commission 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 or that of the Executive Director of the Commission to the Board of the Children and Families Commission. The determination by either Board as to the termination shall be final.
- 3.7 Notwithstanding any other provisions of this Agreement, County may terminate the Agreement immediately:
  - A. Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services; or,
  - B. Upon loss of any license(s) required for lawful operation of Consultant's business; or,
  - C. Upon an unauthorized decrease in the required insurance in force; or,
  - D. Upon failure to make payroll payments; or,
  - E. Failure to remit payroll deductions in a timely manner to the appropriate State and Federal government; or,
  - F. Upon failure to substantially meet other financial obligations; or,
  - G. Upon service or a writ of attachment by creditors of Consultant
- 3.8 This Agreement is funded from revenue derived from a tax placed on the sales of cigarettes. The County reasonably believes that such tax revenue will be available to fully fund this Agreement for its term. In the event, however, no funds or insufficient funds are available for payments as determined in the sole discretion of the County. The County will immediately notify Consultant of such occurrence and the Agreement may be terminated by County upon thirty (30) days notice. After this Agreement is terminated under these provisions, County shall have no obligation to make further payments and shall only be obligated for work already performed pursuant to this Agreement
- 3.9 Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

#### 4. WORK SCHEDULE

Consultant is obligated to perform in a timely manner those services and work identified in EXHIBIT A. It is understood by Consultant that the performance of these services and work will require the Consultant to perform the services and work in conformance with the schedule set forth in EXHIBIT A, if



any, and, if there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and concurrence of the County.

5. REQUIRED LICENSES, CERTIFICATES AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. INSURANCE

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

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

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

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

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

that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

- 7.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.
- 7.3 The Consultant shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its officers, officials and employees as additional named insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of the Consultant; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.
- 7.4 The Consultant's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.
- 7.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees.
- 7.6 The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 7.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.
- 7.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.
- 7.9 Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insureds under its insurance policies.
- 7.10 At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant shall furnish County with certificates of insurance and with

original endorsements effecting coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

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

## 8. DEFENSE AND INDEMNIFICATION

- 8.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.
- 8.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.
- 8.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

## 9. STATUS OF CONSULTANT

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

circumstances to create an employer-employee relationship or a joint venture.

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

## 10. RECORDS AND AUDITS

- 10.1 Consultant shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement or until such records and their supporting documentation are released due to closure of Federal/State audit, whichever is longer. This includes any handwriting, typewriting, printing, photostatic, photographing, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.
- 10.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.
- 10.3 Any authorized representative of County shall have access to any writings as defined above, provided that said writings are not deemed by Consultant to be confidential, attorney work product, or privileged, for the purposes of making audit, evaluation, examination, excerpts, and

transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

- 10.4 County shall have the right to audit all billings and records of the Consultant related to this Agreement as required by State law. An independent public accountant can be appointed by County.
- 10.5 Consultant agrees that its financial records shall contain itemized records of all costs and be available for inspection in Stanislaus County within three (3) working days of the request by the County, State or Federal agencies.
- 10.6 Monitoring by County may be accomplished by the following means: field reviews, audit claims, monthly review of records, etc.
- 10.7 Consultant shall be responsible for the procurement and performance of a fiscal and compliance audit annually. Entities receiving in excess of \$500,000 in Federal funds must comply with the Single Audit Act of 1984, PL 98-502 and the Single Audit Amendments of 1996, P.L. 104-156. All audits must be performed in accordance with Government Audit standards as set forth in the Guidelines for Financial and Compliance Audits for Federally Assisted Programs, Activities, and Functions, and the provisions of OMB Circular A-133 as this applies to the auditing of states, local governments, institutions of higher education and non-profit.
- 10.8 The annual audit requirement is replaced with a biennial audit covering the most recent fiscal year if all of the following apply:
  - A. The total County Agreement expenditures, from all funding sources, during the fiscal year, are less than \$100,000
  - B. The Consultant is in compliance with all other Agreement requirements
  - C. An audit was performed on one of the preceding two years in accordance with Government Auditing Standards and a copy of the report and any management letter has been submitted to County
    1. The auditor's opinion on the financial statement and the schedule of federal awards (if applicable) were unqualified
    2. There were no deficiencies in internal control over financial reporting that were identified as material weaknesses under the requirements of Government Auditing Standards
    3. None of the state or federal programs had audit findings in the preceding year that were classified as:
      - a. Material weaknesses in the internal control over compliance
      - b. Noncompliance with the provisions of laws, regulations, contracts, or grant agreements that had a material effect on the program
      - c. Known or likely questioned costs
  - D. The audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 10.9 Consultant shall include in all fiscal audit reports an opinion which indicates whether program expenditures are allowable pursuant to the provisions of 45 CFR, Part 74, and all applicable State and Federal guidelines, policies and procedures.
- 10.10 Expenses incurred by Consultant to provide for the performance of an audit to satisfy said requirements are an allowable Agreement cost. Consultant is responsible for ensuring that the appropriate portion of audit costs are included with its total executed Agreement funds.

10.11 Consultant is responsible for submitting to County an audit report, prepared in accordance with said requirements, within one hundred twenty (120) days of the end of the Consultant's fiscal year.

## 11. CONFIDENTIALITY

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

11.1 Any and all information pertaining to the administration of public social services, for which grants in aid are received will be confidential and will not be open to examination for any purpose not directly connected with the administration of public social services.

11.2 No person will publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.

11.3 Consultant shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of misdemeanor.

11.4 Consultant, as an agent of Stanislaus County, shall be in compliance with the privacy and security safeguards agreement titled Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the County of Stanislaus, Community Services Agency located at: <http://www.stanworks.com/other-services/medi-cal-data-privacy-and-security-agreement.pdf>.

## 12. NONDISCRIMINATION

12.1 During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, age (over 40), political affiliation or belief, gender/sex, sexual orientation, gender identity or gender expression. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

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

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

## 13. ASSIGNMENT

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

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

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

14. WAIVER OF DEFAULT

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

15. NOTICE

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

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

Stanislaus County Children and Families Commission  
Attention: Executive Director  
1010 10<sup>th</sup> Street, Suite 5000  
Modesto, CA 95354

To Consultant: Sierra Vista Child & Family Services  
Attention: Judy Kindle, Executive Director  
100 Poplar Avenue  
Modesto, CA 95354

16. CONFLICTS

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

17. SEVERABILITY

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

18. AMENDMENT

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual

consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

19. ADVICE OF ATTORNEY

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

20. CONSTRUCTION

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

21. GOVERNING LAW AND VENUE

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

22. GENERAL ACCOUNTABILITY

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

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

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

23. CODE OF ETHICS

Consultant shall uphold the following Code of Ethics:

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



24. STATE ENERGY CONSERVATION PLAN

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

25. COPYRIGHT ACCESS

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

26. CONVICTION OF CRIME

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

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

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

27. MATCHING FUNDS

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

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

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

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

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

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

C. Where the prospective recipient of Federal assistance funds is unable to certify to any of

the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

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

29. COMPLIANCE WITH FALSE CLAIMS ACT

- 29.1 Consultant shall notify County immediately upon discovery of any employee of Consultant, any subcontractor, agent or other persons providing services, on behalf of Consultant who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Consultant, any subcontractor, agent or other persons providing services on behalf of Consultant, who is placed on the Medi-Cal Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at [www.medi-cal.ca.gov](http://www.medi-cal.ca.gov).
- 29.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Contractor shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claims Act. Contractor shall be in compliance with the False Health Care Claims Policy approved by the Stanislaus County Board of Supervisors on May 8, 2007, located at <http://www.co.stanislaus.ca.us/BOS/Agenda/2007/20070508/B07.pdf> and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor shall adhere to these policies and procedures.

30. MISCELLANEOUS REQUIREMENTS

- 30.1 During the period of this Agreement, Consultant agrees to:
  - A. Maintain a tobacco free environment on Consultant's property, including outside areas.
  - B. Refuse to accept any direct funds from tobacco industry sources, including event sponsorships and in-kind donations.
  - C. Provide information to its staff on smoking cessation and the dangers of secondhand smoke.
  - D. Provide healthy food and snack options when meals or foods are provided during the course of program operations.
  - E. Develop a Lactation Accommodation Policy that conforms to State law AB 1025 (Sections 1030-1033, California Labor Code), which requires that employees be given reasonable break time to express breastmilk for their children. The law also requires employers to provide a private room or other location near the employee's work area in which to express breastmilk.
- 30.2 Prior to publication or distribution, the Stanislaus County Children and Families Commission's Executive Director shall approve Consultant's deliverable or non-deliverable reports,

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

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

31. SUPPLANTATION OF FUNDS

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

32. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

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

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

**APPROVED AS TO CONTENT:**

**COUNTY OF STANISLAUS  
COMMUNITY SERVICES AGENCY**

By: Kathryn M. Harwell  
Kathryn M. Harwell  
Executive Director

Dated: 6/30/13

**SIERRA VISTA CHILD & FAMILY SERVICES**

By: Judy Fendle  
Title: Executive Director

Dated: 6/26/13

**STANISLAUS COUNTY  
CHILDREN AND FAMILIES COMMISSION (CFC)**

By: John Sims  
John Sims  
Executive Director

Dated: 6/13/13

**COUNTY OF STANISLAUS  
PURCHASING DEPARTMENT**

By: Keith D. Boggs  
Keith D. Boggs  
Assistant Executive Officer  
GSA Director/Purchasing Agent

Dated: 8/1/13

**APPROVED AS TO FORM:  
County Counsel**

By: John P. Doering  
John P. Doering, County Counsel

Dated: 6/21/13

**COUNTY OF STANISLAUS**

Approved per BOS Item #: 2013-269

Dated: 6/11/13

Approved per CFC Item #: VI-B1

Dated: 5/28/13

**EXHIBIT A – SCOPE OF WORK**

**Sierra Vista Child & Family Services  
Hughson Family Resource Center**

**AGREEMENT TO PROVIDE  
FAMILY RESOURCE CENTERS AND SERVICES  
JULY 1, 2013 THROUGH JUNE 30, 2016**

**I. PROGRAM DESCRIPTION**

Using Proposition 10 funds, Family Resource Centers (FRCs) provide families with children ages 0 through 5 that are at risk of child abuse/neglect with support services and a hub of supports and resources: community resources and referrals; strength based assessments and case management; parent education and support groups; school readiness information dissemination; health insurance enrollment assistance; depression screenings and mental health referrals; child developmental screenings and referrals; and unique services that address the needs of each community. Using Community Services Agency (CSA) funds, FRC's provide differential response (DR) services to children 0 through 17 and family support services to Stanislaus County communities.

**II. SERVICES PROVIDED**

Consultant shall provide the following services at the Hughson Family Resource Center, located at 2413 3<sup>rd</sup> Street and 6940 Hughson Avenue in Hughson, CA, to residents of Stanislaus County.

Services are listed in priority order in accordance with the Priorities Plan adopted by the Commission in January, 2012. Services to be provided under this agreement are limited to:

<b><u>Service</u></b>	<b><u>Service Locations</u></b>
Case Management	Family Resource Centers Mobile (Client Homes)
Parenting Classes	Family Resource Centers
Family Crisis Support	Family Resource Centers Mobile (Client Homes)
Pregnancy/Infant Support Groups	Family Resource Centers without HBO
Resource and Referral	Family Resource Centers Mobile (Client Homes)
Developmental Screenings	Family Resource Centers Mobile (Client Homes)
Children's Book Distribution	Family Resource Centers Mobile (Community Events)
Family Literacy	Family Resource Centers
Child Literacy Classes	Family Resource Centers
Community Outreach	Family Resource Centers Mobile (Community Events) Countywide Schools

Health Insurance Enrollment	Family Resource Centers Mobile (Community Events)
Individual Mental/Behavioral Health	Family Resource Centers
Group Mental/Behavioral Health	Family Resource Centers
Depression Screenings	Family Resource Centers Mobile (Community Events, Homes)
Health and Safety Classes	Family Resource Centers

### III. STRATEGIES / GUIDING PRINCIPLES

- Services shall be culturally and linguistically appropriate to the populations served.
- Equity to all populations shall be a guiding principle of operations.
- Consultant shall actively recruit and engage community members and consumers of services as participants in planning and implementing this grant.
- Funds received under these programs may not be used to supplant or substitute for other local, private, Federal, State and/or County grants or awards. (The definition of supplanting is contained in 30131.4 of the Revenue and Taxation Code.)
- Operating hours of service shall address days and evenings.
- Staffing level and employee qualifications shall be appropriate to services.
- Where appropriate, Consultant shall increase collaborations and service delivery efficiencies
- Consultant shall provide cultural competency training to staff with the goal of reaching cultures not represented in the program
- Whenever possible, Consultant shall increase the number of clients served or increase the number of services to clients or increase the intensity of services to clients
- The Hughson Family Resource Center, located at 2413 3<sup>rd</sup> Street and 6940 Hughson Avenue in Hughson, CA, shall be open at least four (4) hours per day, five (5) days per week, and closed no more than thirteen (13) days in a twelve (12) month period for traditional and legal holidays.

### IV. ACTIVITIES

- To promote collaboration with other agencies, Consultant shall participate in presentations to the Board of Supervisors, Children and Families Commission, Community Services Agency, Stanislaus County Child Abuse Prevention Council and its subcommittees.
- Contactor shall participate in Multi-Disciplinary Team meetings and shall attend Community Service Agency and Children and Families Commission mandated trainings.
- Clients receiving services shall be screened for depression utilizing a tool acceptable to the Commission.
- Outreach activities shall be conducted.
- Consultant shall actively recruit and engage community members and consumers of services as participants in planning and implementing this Agreement.
- Consultant shall recommend and assist with selecting contractor trainings sponsored by Commission.
- Consultant shall provide group and individual mental health counseling to caregivers of children 0-5.

- Consultant shall provide developmental screenings to children 0-5 and to all children under the age of 3 who have a substantiated allegation of abuse/neglect.
- Consultant shall provide literacy/school readiness services (teaching adult literacy, distributing children's books, teaching adults how to read to children, etc.).
- Consultant shall provide all services described in SCOARRS (Exhibit C).

V. ALIGNMENT WITH THE STANISLAUS COUNTY CHILDREN AND FAMILIES COMMISSION'S STRATEGIC PLAN

Desired Result: Families are supported and safe in communities that can support safe families.

Objective(s):

- Maintain positive trends in the reduction of repeat child maltreatment reports.
- Decrease incidents of child abuse and maltreatment
- Increase positive social support for families
- Increase family resiliency capacity (knowledge, skills & awareness) to promote healthy development and safety.

Planned Outcome(s):

- Families are connected to resources or support services.
- Families access support systems and resources in their communities that increase awareness, knowledge, or skills
- Caregivers have increased parenting knowledge, skills, and support
- Caregivers are identified and linked to mental health services
- Mental health issues of caregivers are addressed and improved

Desired Result: Children are eager and ready learners.

Objective(s):

- Increase families' ability to get their children ready for school.
- Children are cognitively, and socially-behaviorally ready to enter school

Planned Outcome(s):

- Children receive early screening and intervention for developmental delays and other special needs
- Caregivers provide care that fosters their children's optimal developmental achievement
- Children possess literacy tools (books and skills)
- Caregivers demonstrate improved literacy skills

Desired Result: Children are born healthy and stay healthy

Objective(s):

- Increase community awareness and response to child health and safety issues
- Increase/maintain enrollments in health insurance products
- Maintain access and maximize utilization of children's preventative and ongoing health care

Planned Outcome(s):

- Caregivers are provided with information on child health and safety
- Children 0-5 are enrolled in health insurance

Consultant shall establish an Internal Monitoring Plan to monitor and meet outcomes set forth in this Agreement.

VI. ELIGIBILITY / AREAS SERVED

The program shall serve Stanislaus County families with children 0 through 5 years of age and shall target Stanislaus County residents in the 95326, 95316, 95323, 95319, 95357, 95386 and 95329 zip codes. DR services shall be provided to Stanislaus County families with children 0 through 17 years of age.

VII. REPORTS AND CONTRACT MONITORING

- A. Consultant shall report quarterly to Commission and CSA staff using SCOARRS forms and Program Statistical reports for PSSF and CAPIT (specified in Exhibit D, which is incorporated by this reference) or other forms provided by the Commission or CSA.
- B. Consultant shall submit a quarterly year-to-date In-Kind Report which provides a line item summary of actual expenditures and in-kind match.
1. All quarterly forms (reports) are due according to the following schedule:
- Quarter 1 (July-September): October 31, 2013, 2014, and 2015
  - Quarter 2 (October-December): January 31, 2014, 2015, and 2016
  - Quarter 3 (January-March): April 30, 2014, 2015, and 2016
  - Quarter 4 (April-June): July 31, 2014, 2015, and 2016
- C. Consultant will enter data into a Commission approved database / spreadsheet a minimum of once a quarter, due according to the following schedule:
- Quarter 1 (July-September): October 31, 2013, 2014, and 2015
  - Quarter 2 (October-December): January 31, 2014, 2015, and 2016
  - Quarter 3 (January-March): April 30, 2014, 2015, and 2016
  - Quarter 4 (April-June): July 31, 2014, 2015, and 2016
- D. Consultant shall have a representative attend all Commission's Quarterly Contractor Meetings.
- E. Consultant shall participate in an activity and/or assessment regarding collaboration efforts and outcomes.
- F. Consultant shall participate in site visits with Commission / CSA staff twice yearly. Consultant shall also meet periodically with a Commission / CSA representative upon the reasonable request of the Commission or CSA to discuss, review, and evaluate program activities.
- G. Consultant shall submit to Commission and CSA staff an annual report in the format provided by the Commission or CSA.
- H. Consultant will assist in the monitoring and evaluation of the program according to this Scope of Work (Exhibit A) and supporting evaluation documents.
- I. Differential Response Client Data Sheet (DR Client Data Sheet) - Consultant shall submit a Differential Response Client Data Sheet (DR Client Data Sheet) monthly via email to [DRClientData@stancounty.com](mailto:DRClientData@stancounty.com).



- J. Consultant shall submit all other reporting via email to the following:
- Erica Inacio, Program Monitor, [inacioe@stancounty.com](mailto:inacioe@stancounty.com)
  - Stephanie Loomis, Administration, [LoomisS@stancounty.com](mailto:LoomisS@stancounty.com)
  - John Sims, Executive Director, [simsj@stancounty.com](mailto:simsj@stancounty.com)
  - CSA Reports, [CSAReport@stancounty.com](mailto:CSAReport@stancounty.com)

VIII. EVALUATION

Consultant shall collect data/information for the annual report that may include the following:

- Leveraging
- Linkages/collaboration
- Best practices/evidence-based practices
- Cultural proficiency
- Community feedback
- Evaluation capacity
- Response to prior evaluation recommendations
- Contract compliance issues
- Financial management
- Outcomes/results

IX. SUSTAINABILITY PLAN

Consultant shall report activities and progress made on the Sustainability Plan (previously submitted to Commission). This report shall be submitted with the Annual Report.

X. CUSTOMER SATISFACTION / EMPLOYEE SURVEY

- A. Consultant shall develop and conduct a customer satisfaction survey during the second and fourth quarters of the Fiscal Year.
1. Consultant will compile and report survey results by January 31, 2014, 2015, and 2016 (for Quarter 2 survey) and July 31, 2014, 2015, and 2016 (for Quarter 4 survey).
- B. Consultant will develop and conduct an employee satisfaction survey annually.
1. Consultant will compile and report survey results into the program's annual report described in Section XII-G.

XI. COMPENSATION

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

- A. This Agreement shall be effective July 1, 2013 through June 30, 2016.
- B. Costs:
1. The maximum amount of this Agreement for the period July 1, 2013 through June 30, 2016 shall not exceed \$468,615. The maximum amount per fiscal year is as follows:

July 1, 2013 through June 30, 2014 shall not exceed \$156,205  
July 1, 2014 through June 30, 2015 shall not exceed \$156,205  
July 1, 2015 through June 30, 2016 shall not exceed \$156,205

2. This is a cost reimbursement Agreement. The costs attendant to the provision of service are described in EXHIBIT B which is hereby incorporated by reference and made a part hereof. Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, or as the budget is thereafter amended or obligated.
  3. Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, or as the budget is thereafter amended or obligated.
  4. Consultant shall provide a minimum of \$1,287 In-Kind contribution, as detailed in EXHIBIT B – Budget.
- C. Consultant shall make no charge to the recipient and shall collect no share of cost.
- D. Consultant agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Consultant costs, both indirect and direct, relative to this Agreement.
- E. Costs must conform with Federal costs regulation: OMB Circular A-87, A Guide for State and Local Government Agencies, 48 CFR, Part 31, Subpart 31.2 (for profit agencies), and OMB Circular A-122 (for nonprofit agencies). All equipment purchased by Consultant must be depreciated in accordance with 45 CFR 95.705. All equipment, materials, supplies or property of any kind purchased from funds reimbursed or furnished by County under the terms of this Agreement shall be fully consumed or aged out in the course of the agreement/program. County reserves the right to physically reclaim any/all such property at the conclusion of the Agreement in accordance with 45 Code of Federal Regulations, Part 74, Administration of Grants.
- F. Any equipment, materials, supplies, or property of any kind purchased for or financed from funds provided under this Agreement, excepting any funds received for indirect expense pursuant to the budget document attached as EXHIBIT B, having useful life of three (3) years or greater, and a value in excess of One Thousand Dollars (\$1,000.00) shall be defined as an inventory item. All inventory items not fully consumed in the work described herein shall be the property of the County at the termination of this Agreement unless the County, at its sole discretion, makes an alternative disposition. Consultant shall annually prepare a written report of all inventory items and submit the report to the County. Consultant shall also file an inventory report with the County within ten (10) days after termination this Agreement. Final disposition of all inventory items shall be in accordance with written instructions from the County. Consultant is responsible for proper maintenance of inventory items and is responsible for all damage except for normal wear and tear.
- G. County shall not be required to purchase any definite amount of services nor does County guarantee to Consultant any minimum amount of funds or hours.
- H. Billings:
1. Consultant shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for July through April services. Billings for the service month of May and June are as follows:
    - May 2014 is due June 6, 2014
    - June 2014 is due June 13, 2014
    - May 2015 is due June 5, 2015
    - June 2015 is due June 12, 2015
    - May 2016 is due June 3, 2016
    - June 2016 is due June 10, 2016

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

2. Billings will be submitted to:

Stanislaus County Children and Families Commission  
Attention: Accounts Payable  
1010 10<sup>th</sup> Street, Suite 5000  
Modesto, CA 95354  
(209) 558-6218

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

## XII. PAYMENTS

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

## EXHIBIT B

### 2013/2014 FISCAL YEAR BUDGET

Date: June 7, 2013 Contract (Program): Hughson Family Resource Center  
 Contract (Agency): Sierra Vista Child & Family Services  
 Prepared By (Name & Number): Ka Yang 209-523-4573 EXT 305

DESCRIPTION	PROP 10 FUNDING	IN-KIND* (from Contracted Agency)	OTHER CASH FUNDING (Identify)	TOTAL
<b>PERSONNEL</b>				
Salary/Wages	\$ 92,512			\$ 92,512
Fringe Benefits	\$ 20,353			\$ 20,353
Contract Professional Services	\$ -			\$ -
<b>Subtotal Personnel Costs</b>	<b>\$ 112,865</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 112,865</b>
<b>SERVICES &amp; SUPPLIES (Operating Expenses)</b>				
Advertising				\$ -
Books/Library Reference Materials	\$ 400			\$ 400
Cash Awards/ Subsidies / Contributions				\$ -
Communication and Postage	\$ 2,930			\$ 2,930
Dues and Subscriptions				\$ -
Equipment Rental (Specify)	\$ 3,135			\$ 3,135
Insurance	\$ 2,212			\$ 2,212
Meeting/Conference Expense	\$ 900			\$ 900
Office Rent (Land, Buildings, etc.)	\$ 9,890			\$ 9,890
Office Supplies and Materials	\$ 3,248			\$ 3,248
Printing and Binding				\$ -
Repair and Maintenance	\$ 1,014			\$ 1,014
Stipends				\$ -
Travel	\$ 5,100			\$ 5,100
Utilities	\$ 2,825			\$ 2,825
Miscellaneous	\$ 400			\$ 400
<b>Subtotal Services &amp; Supplies</b>	<b>\$ 32,054</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 32,054</b>
<b>Indirect</b>	<b>\$ 11,286.49</b>	<b>\$ 1,287.00</b>		<b>\$ 12,573.49</b>
<b>FIXED ASSETS</b>				
Buildings and Improvements				\$ -
Equipment (Specify)				\$ -
<b>Subtotal Fixed Assets</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL</b>	<b>\$ 156,205</b>	<b>\$ 1,287</b>	<b>\$ -</b>	<b>\$ 157,492</b>
<b>ESTIMATED MONTHLY INVOICE TO PROP 10</b>				
July	\$ -	January	\$ -	
August	\$ -	February	\$ -	
September	\$ -	March	\$ -	
October	\$ -	April	\$ -	
November	\$ -	May	\$ -	
December	\$ -	June	\$ -	
<b>TOTAL (Equals Prop 10 Funding)</b>	<b>\$ -</b>			

# EXHIBIT B

## 2014/2015 FISCAL YEAR BUDGET

Date: June 7, 2013 Contract (Program): Hughson Family Resource Center

Contract (Agency): Sierra Vista Child & Family Services

Prepared By (Name & Number): Ka Yang 209-523-4573 EXT 305

DESCRIPTION	PROP 10 FUNDING	IN-KIND* (from Contracted Agency)	OTHER CASH FUNDING (Identify)	TOTAL
-------------	-----------------	--------------------------------------	----------------------------------	-------

### PERSONNEL

Salary/Wages	\$ 92,512			\$ 92,512
Fringe Benefits	\$ 20,353			\$ 20,353
Contract Professional Services	\$ -			\$ -
<b>Subtotal Personnel Costs</b>	<b>\$ 112,865</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 112,865</b>

### SERVICES & SUPPLIES (Operating Expenses)

Advertising				\$ -
Books/Library Reference Materials	\$ 400			\$ 400
Cash Awards/ Subsidies / Contributions				\$ -
Communication and Postage	\$ 2,930			\$ 2,930
Dues and Subscriptions				\$ -
Equipment Rental (Specify)	\$ 3,135			\$ 3,135
Insurance	\$ 2,212			\$ 2,212
Meeting/Conference Expense	\$ 900			\$ 900
Office Rent (Land, Buildings, etc.)	\$ 9,890			\$ 9,890
Office Supplies and Materials	\$ 3,248			\$ 3,248
Printing and Binding				\$ -
Repair and Maintenance	\$ 1,014			\$ 1,014
Stipends				\$ -
Travel	\$ 5,100			\$ 5,100
Utilities	\$ 2,825			\$ 2,825
Miscellaneous	\$ 400			\$ 400
<b>Subtotal Services &amp; Supplies</b>	<b>\$ 32,054</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 32,054</b>
<b>Indirect</b>	<b>\$ 11,286.49</b>	<b>\$ 1,287.00</b>		<b>\$ 12,573.49</b>

### FIXED ASSETS

Buildings and Improvements				\$ -
Equipment (Specify)				\$ -
<b>Subtotal Fixed Assets</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL</b>	<b>\$ 156,205</b>	<b>\$ 1,287</b>	<b>\$ -</b>	<b>\$ 157,492</b>

### ESTIMATED MONTHLY INVOICE TO PROP 10

July \$ -	January \$ -
August \$ -	February \$ -
September \$ -	March \$ -
October \$ -	April \$ -
November \$ -	May \$ -
December \$ -	June \$ -

**TOTAL (Equals Prop 10 Funding) \$ -**

## EXHIBIT B

### 2015/2016 FISCAL YEAR BUDGET

Date: June 7, 2013 Contract (Program): Hughson Family Resource Center  
 Contract (Agency): Sierra Vista Child & Family Services  
 Prepared By (Name & Number): Ka Yang 209-523-4573 EXT 305

DESCRIPTION	PROP 10 FUNDING	IN-KIND* <i>(from Contracted Agency)</i>	OTHER CASH FUNDING <i>(Identify)</i>	TOTAL
-------------	-----------------	---	--	-------

#### PERSONNEL

Salary/Wages	\$ 92,512			\$ 92,512
Fringe Benefits	\$ 20,353			\$ 20,353
Contract Professional Services	\$ -			\$ -
<b>Subtotal Personnel Costs</b>	<b>\$ 112,865</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 112,865</b>

#### SERVICES & SUPPLIES (Operating Expenses)

Advertising				\$ -
Books/Library Reference Materials	\$ 400			\$ 400
Cash Awards/ Subsidies / Contributions				\$ -
Communication and Postage	\$ 2,930			\$ 2,930
Dues and Subscriptions				\$ -
Equipment Rental (Specify)	\$ 3,135			\$ 3,135
Insurance	\$ 2,212			\$ 2,212
Meeting/Conference Expense	\$ 900			\$ 900
Office Rent (Land, Buildings, etc.)	\$ 9,890			\$ 9,890
Office Supplies and Materials	\$ 3,248			\$ 3,248
Printing and Binding				\$ -
Repair and Maintenance	\$ 1,014			\$ 1,014
Stipends				\$ -
Travel	\$ 5,100			\$ 5,100
Utilities	\$ 2,825			\$ 2,825
Miscellaneous	\$ 400			\$ 400
<b>Subtotal Services &amp; Supplies</b>	<b>\$ 32,054</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 32,054</b>
<b>Indirect</b>	<b>\$ 11,286.49</b>	<b>\$ 1,287.00</b>		<b>\$ 12,573.49</b>

#### FIXED ASSETS

Buildings and Improvements				\$ -
Equipment (Specify)				\$ -
<b>Subtotal Fixed Assets</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL</b>	<b>\$ 156,205</b>	<b>\$ 1,287</b>	<b>\$ -</b>	<b>\$ 157,492</b>

#### ESTIMATED MONTHLY INVOICE TO PROP 10

July	\$ -	January	\$ -
August	\$ -	February	\$ -
September	\$ -	March	\$ -
October	\$ -	April	\$ -
November	\$ -	May	\$ -
December	\$ -	June	\$ -
<b>TOTAL (Equals Prop 10 Funding)</b>	<b>\$ -</b>		



# 2013-2014 Stanislaus County

## Outcomes And Results Reporting Sheet (SCOARRS)

Exhibit C



It's All About The Kids

Date:

Agency: Center for Human Services

Program Name: Hughson FRC

Prepared by:

Phone Number:

Email:

Reporting for Quarter:

- 1<sup>st</sup> Quarter
- 2<sup>nd</sup> Quarter
- 3<sup>rd</sup> Quarter
- 4<sup>th</sup> Quarter

### *PLANNED OUTCOMES, RESULTS, AND OBJECTIVES*

🐾 Families are supported and safe in communities that are capable of supporting safe families

- ✓ Maintain positive trends in the reduction of repeat child maltreatment reports
- ✓ Decrease incidents of child abuse and maltreatment
- ✓ Increase positive social support for families
- ✓ Increase family resilience capacity (knowledge, skills, and awareness) to promote healthy development and safety

🐾 Children are born healthy and stay healthy

- ✓ Increase community awareness and response to child health and safety issues
- ✓ Increase / maintain enrollments in health insurance products
- ✓ Maintain access and maximize utilization of children's preventive and ongoing health care

🐾 Children are eager and ready learners

- ✓ Increase families' ability to get their children ready for school
- ✓ Increase the number of children who are cognitively and socially-behaviorally ready to enter school

	<i>Indicators Current Quarter (Progress)</i>	<i>Indicators Cumulative (Progress)</i>	<i>Indicators Cumulative Calculated</i>	<i>Narrative (Only if Needed)</i>
<p>1.FRC Staff will provide an FDM assessment to the caregivers of children (DR &amp; non-DR).</p> <ul style="list-style-type: none"> <li>65% of the caregivers of children will have a first FDM assessment.</li> </ul>	a. <input type="text"/> # of Non-DR children 0-5 receiving any Prop 10 services	a. <input type="text"/> # of Non-DR children 0-5 receiving any Prop 10 services	<p><b>"b" is calculated by an FDM report run by the agency.</b></p> <p>(b) / (a) = <input type="text"/> % of the Non-DR children 0-5 have caregivers who received a first FDM assessment</p> <p>(d) / (c) = <input type="text"/> % of the DR children 0-5 have caregivers who received a first FDM assessment</p> <p>(f) / (e) = <input type="text"/> % of the DR children (all ages) have caregivers who received a first FDM assessment</p>	
	b. <input type="text"/> # of Non-DR of children 0-5 whose caregivers received a first FDM assessment	b. <input type="text"/> # of Non-DR children 0-5 whose caregivers received a first FDM assessment		
	c. <input type="text"/> # of referred DR children 0-5	c. <input type="text"/> # of referred DR children 0-5		
	d. <input type="text"/> # of DR children 0-5 whose caregivers received a first FDM assessment	d. <input type="text"/> # of DR children 0-5 whose caregivers received a first FDM assessment		
	e. <input type="text"/> # of referred DR children (all ages).	e. <input type="text"/> # of referred DR children (all ages).		
	f. <input type="text"/> # of DR children (all ages) whose caregivers received a first FDM assessment	f. <input type="text"/> # of DR children (all ages) whose caregivers received a first FDM assessment		



	<b>Indicators Current Quarter (Progress)</b>	<b>Indicators Cumulative (Progress)</b>	<b>Indicators Cumulative Calculated</b>	<b>Narrative (Only if Needed)</b>
<p>2.FRC Staff will provide a valid depression screening to caregivers of children 0-5 who receive an FDM assessment</p> <ul style="list-style-type: none"> <li>70% of the children 0-5 who are assessed will have caregivers who received depression screenings.</li> </ul>	<p>g. <input type="text"/> # of DR and Non-DR children 0-5 whose caregivers were assessed and screened for depression</p>	<p>g. <input type="text"/> # of DR and Non-DR children 0-5 whose caregivers were assessed and screened for depression</p>	<p><math>(g) / (b+d) = \text{input} \%</math> of the children 0-5 whose families were assessed have caregivers who received depression screenings.</p>	
<p>3.FRC staff or contracted staff will provide group and individual mental health counseling to caregivers of children 0-5. Improvement will be reported by a clinician</p> <ul style="list-style-type: none"> <li>70% of the children whose caregivers receive group counseling will indicate improvement with presenting issues.</li> <li>65% of the children whose caregivers receive individual counseling will meet mental health goals.</li> </ul>	<p>h. <input type="text"/> # of children 0-5 whose caregivers receive group counseling</p>	<p>h. <input type="text"/> # of children 0-5 whose caregivers receive group counseling</p>	<p><math>(i) / (h) = \text{input} \%</math> of the children 0-5 whose caregivers receive group counseling and whose clinician indicates improvement with presenting issues</p> <p><math>(k) / (j) = \text{input} \%</math> of the children 0-5 whose caregivers receive individual counseling and indicate improvement with presenting issues</p>	
<p>i. <input type="text"/> # of children 0-5 whose caregivers receive group counseling and whose clinician indicates improvement with presenting issues.</p>	<p>i. <input type="text"/> # of children 0-5 whose caregivers receive group counseling and whose clinician indicates improvement with presenting issues.</p>			
<p>j. <input type="text"/> # of children 0-5 whose caregivers receive individual counseling</p>	<p>j. <input type="text"/> # of children 0-5 whose caregivers receive individual counseling</p>			
<p>k. <input type="text"/> # of children 0-5 whose caregivers receive individual counseling and meet mental health goals</p>	<p>k. <input type="text"/> # of children 0-5 whose caregivers receive individual counseling and meet mental health goals</p>			

	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
<p>4. FRC Staff will provide children 0-5, whose caregivers are assessed, with developmental screenings using the Ages &amp; Stages Questionnaire (ASQ)</p> <ul style="list-style-type: none"> <li>• 55% of the children 0-5 whose families are assessed will receive developmental screenings</li> </ul>	<p>l. <input type="text"/> # of Non-DR children 0-5 whose families were assessed and received a developmental screening</p> <p>m. <input type="text"/> # of DR children 0-5 whose families were assessed and received a developmental screening</p>	<p>l. <input type="text"/> # of Non-DR children 0-5 whose families were assessed and received a developmental screening</p> <p>m. <input type="text"/> # of DR children 0-5 whose families were assessed and received a developmental screening</p>	<p><math>(l+m) / (b+d) = \text{input} \%</math> of the children 0-5 whose families were assessed received developmental screenings</p>	
<p>5. FRC Staff or contracted staff will provide literacy/school readiness services (teaching adults literacy, distributing children's books, teaching adults how to read to children, etc.)</p> <ul style="list-style-type: none"> <li>• 65% of children 0-5 who received literacy services will indicate increased time reading at home with family</li> <li>• 75% of children 0-5 will be provided</li> </ul>	<p>n. <input type="text"/> # of children 0-5 who receive literacy services</p> <p>o. <input type="text"/> # of children 0-5 who receive literacy services and indicate increased time reading at home with family</p> <p>p. <input type="text"/> # of children 0-5 who receive books</p> <p>q. <input type="text"/> # of children 0-5 whose caregivers attended adult literacy classes</p>	<p>n. <input type="text"/> # of children 0-5 who receive literacy services</p> <p>o. <input type="text"/> # of children 0-5 who receive literacy services and indicate increased time reading at home with family</p> <p>p. <input type="text"/> # of children 0-5 who receive books</p> <p>q. <input type="text"/> # of children 0-5 whose caregivers attended adult literacy classes</p>	<p><math>(o) / (n) = \text{input} \%</math> of the children 0-5 who received literacy services and indicate increased time reading at home with family</p> <p><math>(p) / (n) = \text{input} \%</math> of the children 0-5 who received literacy services and receive books</p> <p><math>(r) / (q) = \text{input} \%</math> of children 0-5 whose caregivers attended adult literacy classes and increased literacy skills</p>	

	<i>Indicators Current Quarter (Progress)</i>	<i>Indicators Cumulative (Progress)</i>	<i>Indicators Cumulative Calculated</i>	<i>Narrative (Only if Needed)</i>
<p>books</p> <ul style="list-style-type: none"> <li>• 40% of children 0-5 whose caregivers attended adult literacy classes will increase literacy skills</li> </ul>	<p>r. <input type="text"/> # of children 0-5 whose caregivers attended adult literacy classes and increased literacy skills</p>	<p>r. <input type="text"/> # of children 0-5 whose caregivers attended adult literacy classes and increased literacy skills</p>		
<p>6.FRC Staff will assist families in obtaining health insurance, and with the enrollment of children 0-5 into a health insurance program within 90 days of first time contact or assessment.</p> <ul style="list-style-type: none"> <li>• 85% of the children 0-5, who did not have health insurance at the time of first contact, received assistance in obtaining health insurance</li> <li>• 80% of the assessed children 0-5, who did not have health insurance, will be enrolled in a health insurance program within 90 days of intake.</li> </ul>	<p>s. <input type="text"/> # of children 0-5 without health insurance at time of first contact</p>	<p>s. <input type="text"/> # of children 0-5 without health insurance at time of first contact</p>	<p>(t) / (s) = <input type="text"/> % of the children 0-5 who did not have health insurance at time of first contact received assistance in obtaining health insurance</p> <p>(v) / (u) = <input type="text"/> % of the assessed children 0-5 who did not have health insurance enrolled in a health insurance program within 90 days</p>	
<p>t. <input type="text"/> # of children 0-5 who did not have health insurance at time of first contact and have completed an application for health insurance</p>	<p>t. <input type="text"/> # of children 0-5 who did not have health insurance at time of first contact and have completed an application for health insurance</p>			
<p>u. <input type="text"/> # of children 0-5 without health insurance whose caregiver received an FDM assessment</p>	<p>u. <input type="text"/> # of children 0-5 without health insurance whose caregiver received an FDM assessment</p>			
<p>v. <input type="text"/> # of assessed children 0-5 without health insurance are enrolled in a health insurance program within 90 days</p>	<p>v. <input type="text"/> # of assessed children 0-5 without health insurance are enrolled in a health insurance program within 90 days</p>			

	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
<p><b>FDM Indicators</b></p> <ul style="list-style-type: none"> <li>• Access to Transportation Based on Level of Need</li> <li>• Child Health Insurance</li> <li>• Community Resources Knowledge</li> <li>• Health Services</li> <li>• Budgeting Skills and Knowledge of Financial Resources</li> <li>• Adequacy of Clothing</li> <li>• Quality of Employment Status</li> <li>• Access to Quality Child Care</li> <li>• Risk of Emotional or Sexual Abuse</li> <li>• Supervision by the Family</li> <li>• Age-Appropriate Physical and Mental Development</li> <li>• Resources for Nutritious Food</li> <li>• Family Communications Skills</li> <li>• Emotional Wellbeing / Sense of Life Value</li> <li>• Nurturing</li> <li>• Confidence in Parenting</li> </ul>	<p>w. The % (and number) of families who received a first assessment during the quarter and were identified as "in crisis".</p> <p>x. The % (and number) of families who received a first assessment during the quarter and were identified as "safe" or "self sufficient".</p>	<p>w. The % (and number) of families identified as "in crisis" decreases in each assessment subsequent to the first assessment.</p> <p>x. The % (and number) of families identified as "safe" or "self sufficient" increases in each assessment subsequent to the first assessment.</p>	<p><i>Information derives from FDM reports run by the agency. The Cumulative Report should individually compare assessments 1 and 2, 2 and 3, 3 and 4, etc.</i></p>	

**Exhibit C**

	<i>Indicators Current Quarter (Progress)</i>	<i>Indicators Cumulative (Progress)</i>	<i>Indicators Cumulative Calculated</i>	<i>Narrative (Only if Needed)</i>
<p><b>Skills</b></p> <ul style="list-style-type: none"> <li>• Health and Safety of Home Environment</li> <li>• Stability of Home and Shelter</li> <li>• Quality of Social Support System</li> <li>• Presence / Degree of Substance Abuse</li> <li>• Adult Educational Development</li> <li>• School Attendance</li> <li>• Income Level for Basic Expenses</li> </ul>				



**More Information**

**Additional Supporting Narrative (Only if Needed):**

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

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

**Resource Changes (Only if Needed):**

**Activities & Services:**

**Activities & Services Changes (Only if Needed):**

# Exhibit D Statistical Reporting

## STANISLAUS COUNTY COMMUNITY SERVICES AGENCY for Differential Response for the Family Resource Centers

### QUARTERLY AGE, LANGUAGE, ETHNICITY and SERVICE REPORT FOR CAPIT & PSSF

TYPE YOUR AGENCY NAME HERE  
ADDRESS

FUNDING SOURCE\*      CAPIT     CFC     CBCAP     CCF     PSSF

PROGRAM NAME                      FAMILY RESOURCE CENTER  
SERVICE MONTH                      \_\_\_\_\_  
INVOICE DATE                              \_\_\_\_\_

**Direct Services Provided**

Family Resource Center  
includes the following direct service activities:

- Assessment
- Case Management
- Counseling
- FRC
- Home Visitation
- Information & Referral
- Parent Education and Support
- Parenting Program (Classes)

Code      Ethnic Origin		Customers Receiving Services					
		0-5 Years		6-18 Years		Adults (19 yr - older)	
		without disabilities	with disabilities	without disabilities	with disabilities	without disabilities	with disabilities
WH	White non-Hispanic						
HS	Hispanic						
BL	Black non-hispanic						
A	Asian						
NA	Native America						
O	Other						
<b>DO NOT WRITE BELOW THIS LINE</b>							
		0	0	0	0	0	0
<b>TOTALS</b>							

\*\* Use appropriate code listed below:

**Code Ethnic Origin**

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

**Code\* Funding Source**

- CAPIT Child Abuse Prevention Intervention and Treatment
- CFC Children and Families Commission
- CBCAP Community Based Child Abuse Prevention
- CCF County Children's Fund
- PSSF Promoting Safe and Stable Families

**Direct Services** mean that the services must be provided to an individual or family and the planned duration of the services should be more than one-time event. If the participant onkly attends the direct service for one-time and drops out, they should still be counted in this category, since the planned duration was for more than one time.

This summary is "service focused" Clients may access multiple services and shall be counted once for each service type provided during the reporting period.

**COUNTY OF STANISLAUS  
AGREEMENT TO PROVIDE  
FAMILY RESOURCE CENTERS AND SERVICES  
JULY 1, 2013 THROUGH JUNE 30, 2016**

This AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY AND STANISLAUS COUNTY CHILDREN AND FAMILIES COMMISSION (jointly as "County") and ASPIRANET ("Consultant"), a California non-profit corporation, with an effective date of **JULY 1, 2013**.

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

**INTRODUCTION**

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

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

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

**TERMS AND CONDITIONS**

1. SCOPE OF WORK

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



perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

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

## 2. CONSIDERATION

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

## 3. TERM

- 3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in EXHIBIT A.
- 3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.
- 3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Consultant's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Consultant ceases to be licensed or otherwise

authorized to do business in the State of California, and the Consultant fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

- 3.4 The County may terminate this Agreement upon thirty (30) days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.
- 3.5 County shall notify Consultant in writing within thirty (30) days of any potential Federal or State audit exception. Where findings indicate program requirements are not being met and Federal and/or State participation in this program may be imperiled, written notification will constitute County's intention to terminate this Agreement in the event corrections are not accomplished within thirty (30) days.
- 3.6 This Agreement may be terminated by County upon the giving of thirty (30) days notice of such termination because the services as determined by the Director of Stanislaus County Community Services Agency or the Executive Director of Stanislaus County Children and Families Commission 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 or that of the Executive Director of the Commission to the Board of the Children and Families Commission. The determination by either Board as to the termination shall be final.
- 3.7 Notwithstanding any other provisions of this Agreement, County may terminate the Agreement immediately:
  - A. Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services; or,
  - B. Upon loss of any license(s) required for lawful operation of Consultant's business; or,
  - C. Upon an unauthorized decrease in the required insurance in force; or,
  - D. Upon failure to make payroll payments; or,
  - E. Failure to remit payroll deductions in a timely manner to the appropriate State and Federal government; or,
  - F. Upon failure to substantially meet other financial obligations; or,
  - G. Upon service or a writ of attachment by creditors of Consultant
- 3.8 This Agreement is funded from revenue derived from a tax placed on the sales of cigarettes. The County reasonably believes that such tax revenue will be available to fully fund this Agreement for its term. In the event, however, no funds or insufficient funds are available for payments as determined in the sole discretion of the County. The County will immediately notify Consultant of such occurrence and the Agreement may be terminated by County upon thirty (30) days notice. After this Agreement is terminated under these provisions, County shall have no obligation to make further payments and shall only be obligated for work already performed pursuant to this Agreement
- 3.9 Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

#### 4. WORK SCHEDULE

Consultant is obligated to perform in a timely manner those services and work identified in EXHIBIT A. It is understood by Consultant that the performance of these services and work will require the Consultant to perform the services and work in conformance with the schedule set forth in EXHIBIT A, if

any, and, if there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and concurrence of the County.

5. REQUIRED LICENSES, CERTIFICATES AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. INSURANCE

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

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

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

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

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

that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

- 7.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.
- 7.3 The Consultant shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its officers, officials and employees as additional named insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of the Consultant; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.
- 7.4 The Consultant's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.
- 7.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees.
- 7.6 The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 7.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.
- 7.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.
- 7.9 Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insureds under its insurance policies.
- 7.10 At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant shall furnish County with certificates of insurance and with

original endorsements effecting coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

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

## 8. DEFENSE AND INDEMNIFICATION

- 8.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.
- 8.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.
- 8.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

## 9. STATUS OF CONSULTANT

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

circumstances to create an employer-employee relationship or a joint venture.

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

## 10. RECORDS AND AUDITS

- 10.1 Consultant shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement or until such records and their supporting documentation are released due to closure of Federal/State audit, whichever is longer. This includes any handwriting, typewriting, printing, photostatic, photographing, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.
- 10.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.
- 10.3 Any authorized representative of County shall have access to any writings as defined above, provided that said writings are not deemed by Consultant to be confidential, attorney work product, or privileged, for the purposes of making audit, evaluation, examination, excerpts, and

transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

- 10.4 County shall have the right to audit all billings and records of the Consultant related to this Agreement as required by State law. An independent public accountant can be appointed by County.
- 10.5 Consultant agrees that its financial records shall contain itemized records of all costs and be available for inspection in Stanislaus County within three (3) working days of the request by the County, State or Federal agencies.
- 10.6 Monitoring by County may be accomplished by the following means: field reviews, audit claims, monthly review of records, etc.
- 10.7 Consultant shall be responsible for the procurement and performance of a fiscal and compliance audit annually. Entities receiving in excess of \$500,000 in Federal funds must comply with the Single Audit Act of 1984, PL 98-502 and the Single Audit Amendments of 1996, P.L. 104-156. All audits must be performed in accordance with Government Audit standards as set forth in the Guidelines for Financial and Compliance Audits for Federally Assisted Programs, Activities, and Functions, and the provisions of OMB Circular A-133 as this applies to the auditing of states, local governments, institutions of higher education and non-profit.
- 10.8 The annual audit requirement is replaced with a biennial audit covering the most recent fiscal year if all of the following apply:
  - A. The total County Agreement expenditures, from all funding sources, during the fiscal year, are less than \$100,000
  - B. The Consultant is in compliance with all other Agreement requirements
  - C. An audit was performed on one of the preceding two years in accordance with Government Auditing Standards and a copy of the report and any management letter has been submitted to County
    1. The auditor's opinion on the financial statement and the schedule of federal awards (if applicable) were unqualified
    2. There were no deficiencies in internal control over financial reporting that were identified as material weaknesses under the requirements of Government Auditing Standards
    3. None of the state or federal programs had audit findings in the preceding year that were classified as:
      - a. Material weaknesses in the internal control over compliance
      - b. Noncompliance with the provisions of laws, regulations, contracts, or grant agreements that had a material effect on the program
      - c. Known or likely questioned costs
  - D. The audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 10.9 Consultant shall include in all fiscal audit reports an opinion which indicates whether program expenditures are allowable pursuant to the provisions of 45 CFR, Part 74, and all applicable State and Federal guidelines, policies and procedures.
- 10.10 Expenses incurred by Consultant to provide for the performance of an audit to satisfy said requirements are an allowable Agreement cost. Consultant is responsible for ensuring that the appropriate portion of audit costs are included with its total executed Agreement funds.

10.11 Consultant is responsible for submitting to County an audit report, prepared in accordance with said requirements, within one hundred twenty (120) days of the end of the Consultant's fiscal year.

## 11. CONFIDENTIALITY

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

11.1 Any and all information pertaining to the administration of public social services, for which grants in aid are received will be confidential and will not be open to examination for any purpose not directly connected with the administration of public social services.

11.2 No person will publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.

11.3 Consultant shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of misdemeanor.

11.4 Consultant, as an agent of Stanislaus County, shall be in compliance with the privacy and security safeguards agreement titled Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the County of Stanislaus, Community Services Agency located at: <http://www.stanworks.com/other-services/medi-cal-data-privacy-and-security-agreement.pdf>.

## 12. NONDISCRIMINATION

12.1 During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, age (over 40), political affiliation or belief, gender/sex, sexual orientation, gender identity or gender expression. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

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

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

## 13. ASSIGNMENT

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



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

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

14. WAIVER OF DEFAULT

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

15. NOTICE

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

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

Stanislaus County Children and Families Commission  
Attention: Executive Director  
1010 10<sup>th</sup> Street, Suite 5000  
Modesto, CA 95354

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

16. CONFLICTS

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

17. SEVERABILITY

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

18. AMENDMENT

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual

consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

19. ADVICE OF ATTORNEY

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

20. CONSTRUCTION

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

21. GOVERNING LAW AND VENUE

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

22. GENERAL ACCOUNTABILITY

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

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

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

23. CODE OF ETHICS

Consultant shall uphold the following Code of Ethics:

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

24. STATE ENERGY CONSERVATION PLAN

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

25. COPYRIGHT ACCESS

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

26. CONVICTION OF CRIME

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

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

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

27. MATCHING FUNDS

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

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

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

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

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

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

C. Where the prospective recipient of Federal assistance funds is unable to certify to any of

the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

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

29. COMPLIANCE WITH FALSE CLAIMS ACT

- 29.1 Consultant shall notify County immediately upon discovery of any employee of Consultant, any subcontractor, agent or other persons providing services, on behalf of Consultant who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Consultant, any subcontractor, agent or other persons providing services on behalf of Consultant, who is placed on the Medi-Cal Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at [www.medi-cal.ca.gov](http://www.medi-cal.ca.gov).
- 29.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Contractor shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claims Act. Contractor shall be in compliance with the False Health Care Claims Policy approved by the Stanislaus County Board of Supervisors on May 8, 2007, located at <http://www.co.stanislaus.ca.us/BOS/Agenda/2007/20070508/B07.pdf> and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor shall adhere to these policies and procedures.

30. MISCELLANEOUS REQUIREMENTS

- 30.1 During the period of this Agreement, Consultant agrees to:
  - A. Maintain a tobacco free environment on Consultant's property, including outside areas.
  - B. Refuse to accept any direct funds from tobacco industry sources, including event sponsorships and in-kind donations.
  - C. Provide information to its staff on smoking cessation and the dangers of secondhand smoke.
  - D. Provide healthy food and snack options when meals or foods are provided during the course of program operations.
  - E. Develop a Lactation Accommodation Policy that conforms to State law AB 1025 (Sections 1030-1033, California Labor Code), which requires that employees be given reasonable break time to express breastmilk for their children. The law also requires employers to provide a private room or other location near the employee's work area in which to express breastmilk.
- 30.2 Prior to publication or distribution, the Stanislaus County Children and Families Commission's Executive Director shall approve Consultant's deliverable or non-deliverable reports,

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

30.2 Consultant agrees to be bound by the provisions of the Policies and Procedures Manual adopted by the Stanislaus County Children and Families Commission on October 28, 2008 and as amended by the Commission in the future. A copy of the updated Manual can be viewed on the Commission's website:

<http://www.stanprop10.org/pdf/commission-policies-procedures.pdf>

31. SUPPLANTATION OF FUNDS

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

32. ENTIRE AGREEMENT

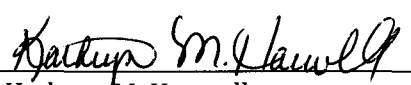
This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

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

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

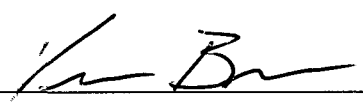
**APPROVED AS TO CONTENT:**

**COUNTY OF STANISLAUS  
COMMUNITY SERVICES AGENCY**

By:   
Kathryn M. Harwell  
Executive Director

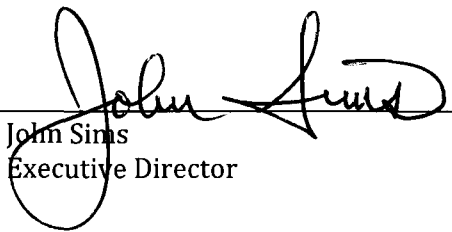
Dated: 7/15/13

**Aspiranet**

By:   
Title: CFC

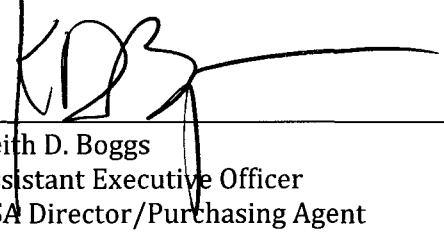
Dated: 7/8/13

**STANISLAUS COUNTY  
CHILDREN AND FAMILIES COMMISSION (CFC)**

By:   
John Sims  
Executive Director

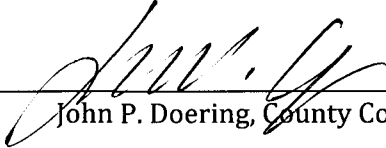
Dated: 6/13/13

**COUNTY OF STANISLAUS  
PURCHASING DEPARTMENT**

By:   
Keith D. Boggs  
Assistant Executive Officer  
GSA Director/Purchasing Agent

Dated: 7-25-13

**APPROVED AS TO FORM:  
COUNTY COUNSEL**

By:   
John P. Doering, County Counsel

Dated: 6/25/13

**COUNTY OF STANISLAUS**

Approved per BOS Item #: IV-B-5

Dated: 6/11/13

Approved per CFC Item #: VI-B1

Dated: 5/28/13

**EXHIBIT A – SCOPE OF WORK**

**Aspiranet  
Turlock Family Resource Center**

**AGREEMENT TO PROVIDE  
FAMILY RESOURCE CENTERS AND SERVICES  
JULY 1, 2013 THROUGH JUNE 30, 2016**

**I. PROGRAM DESCRIPTION**

Using Proposition 10 funds, Family Resource Centers (FRCs) provide families with children ages 0 through 5 that are at risk of child abuse/neglect with support services and a hub of supports and resources: community resources and referrals; strength based assessments and case management; parent education and support groups; school readiness information dissemination; health insurance enrollment assistance; depression screenings and mental health referrals; child developmental screenings and referrals; and unique services that address the needs of each community. Using Community Services Agency (CSA) funds, FRC's provide differential response (DR) services to children 0 through 17 and family support services to Stanislaus County communities.

**II. SERVICES PROVIDED**

Consultant shall provide the following services at the Family Resource Center located at 352 E. Olive Ave., Suite A to residents of Stanislaus County.

Services are listed in priority order in accordance with the Priorities Plan adopted by the Commission in January, 2012. Services to be provided under this agreement are limited to:

<b><u>Service</u></b>	<b><u>Service Locations</u></b>
Case Management	Family Resource Centers Mobile (Client Homes)
Parenting Classes	Family Resource Centers
Family Crisis Support	Family Resource Centers Mobile (Client Homes)
Pregnancy/Infant Support Groups Resource and Referral	Family Resource Centers without HBO Family Resource Centers Mobile (Client Homes)
Developmental Screenings	Family Resource Centers Mobile (Client Homes)
Children's Book Distribution	Family Resource Centers Mobile (Community Events)
Family Literacy	Family Resource Centers
Child Literacy Classes	Family Resource Centers
Community Outreach	Family Resource Centers Mobile (Community Events) Countywide Schools

Health Insurance Enrollment	Family Resource Centers Mobile (Community Events)
Individual Mental/Behavioral Health	Family Resource Centers
Group Mental/Behavioral Health	Family Resource Centers
Depression Screenings	Family Resource Centers Mobile (Community Events, Homes)
Health and Safety Classes	Family Resource Centers

III. STRATEGIES / GUIDING PRINCIPLES

- Services shall be culturally and linguistically appropriate to the populations served.
- Equity to all populations shall be a guiding principle of operations.
- Consultant shall actively recruit and engage community members and consumers of services as participants in planning and implementing this grant.
- Funds received under these programs may not be used to supplant or substitute for other local, private, Federal, State and/or County grants or awards. (The definition of supplanting is contained in 30131.4 of the Revenue and Taxation Code.)
- Operating hours of service shall address days and evenings.
- Staffing level and employee qualifications shall be appropriate to services.
- Where appropriate, Consultant shall increase collaborations and service delivery efficiencies
- Consultant shall provide cultural competency training to staff with the goal of reaching cultures not represented in the program
- Whenever possible, Consultant shall increase the number of clients served or increase the number of services to clients or increase the intensity of services to clients
- The Family Resource Center located at 352 E. Olive Ave., Suite A shall be open at least four (4) hours per day, five (5) days per week, and closed no more than thirteen (13) days in a twelve (12) month period for traditional and legal holidays.

IV. ACTIVITIES

- To promote collaboration with other agencies, Consultant shall participate in presentations to the Board of Supervisors, Children and Families Commission, Community Services Agency, Stanislaus County Child Abuse Prevention Council and its subcommittees.
- Contactor shall participate in Multi-Disciplinary Team meetings and shall attend Community Service Agency and Children and Families Commission mandated trainings.
- Clients receiving services shall be screened for depression utilizing a tool acceptable to the Commission.
- Outreach activities shall be conducted.
- Consultant shall actively recruit and engage community members and consumers of services as participants in planning and implementing this Agreement.
- Consultant shall recommend and assist with selecting contractor trainings sponsored by Commission.
- Consultant shall provide group and individual mental health counseling to caregivers of children 0-5.



- Consultant shall provide developmental screenings to children 0-5 and to all children under the age of 3 who have a substantiated allegation of abuse/neglect.
- Consultant shall provide literacy/school readiness services (teaching adult literacy, distributing children's books, teaching adults how to read to children, etc.).
- Consultant shall provide all services described in SCOARRS (Exhibit C).

V. ALIGNMENT WITH THE STANISLAUS COUNTY CHILDREN AND FAMILIES COMMISSION'S STRATEGIC PLAN

Desired Result: Families are supported and safe in communities that can support safe families.

Objective(s):

- Maintain positive trends in the reduction of repeat child maltreatment reports.
- Decrease incidents of child abuse and maltreatment
- Increase positive social support for families
- Increase family resiliency capacity (knowledge, skills & awareness) to promote healthy development and safety.

Planned Outcome(s):

- Families are connected to resources or support services.
- Families access support systems and resources in their communities that increase awareness, knowledge, or skills
- Caregivers have increased parenting knowledge, skills, and support
- Caregivers are identified and linked to mental health services
- Mental health issues of caregivers are addressed and improved

Desired Result: Children are eager and ready learners.

Objective(s):

- Increase families' ability to get their children ready for school.
- Children are cognitively, and socially-behaviorally ready to enter school

Planned Outcome(s):

- Children receive early screening and intervention for developmental delays and other special needs
- Caregivers provide care that fosters their children's optimal developmental achievement
- Children possess literacy tools (books and skills)
- Caregivers demonstrate improved literacy skills

Desired Result: Children are born healthy and stay healthy

Objective(s):

- Increase community awareness and response to child health and safety issues
- Increase/maintain enrollments in health insurance products
- Maintain access and maximize utilization of children's preventative and ongoing health care

Planned Outcome(s):

- Caregivers are provided with information on child health and safety
- Children 0-5 are enrolled in health insurance

Consultant shall establish an Internal Monitoring Plan to monitor and meet outcomes set forth in this Agreement.

VI. ELIGIBILITY / AREAS SERVED

The program shall serve Stanislaus County families with children 0 through 5 years of age and shall target Stanislaus County residents in the 95380 and 95382 zip codes. DR services shall be provided to Stanislaus County families with children 0 through 17 years of age.

VII. REPORTS AND CONTRACT MONITORING

- A. Consultant shall report quarterly to Commission and CSA staff using SCOARRS forms and Program Statistical reports for PSSF and CAPIT (specified in Exhibit D, which is incorporated by this reference) or other forms provided by the Commission or CSA.
- B. Consultant shall submit a quarterly year-to-date In-Kind Report which provides a line item summary of actual expenditures and in-kind match.
1. All quarterly forms (reports) are due according to the following schedule:
    - Quarter 1 (July-September): October 31, 2013, 2014, and 2015
    - Quarter 2 (October-December): January 31, 2014, 2015, and 2016
    - Quarter 3 (January-March): April 30, 2014, 2015, and 2016
    - Quarter 4 (April-June): July 31, 2014, 2015, and 2016
- C. Consultant will enter data into a Commission approved database / spreadsheet a minimum of once a quarter, due according to the following schedule:
  - Quarter 1 (July-September): October 31, 2013, 2014, and 2015
  - Quarter 2 (October-December): January 31, 2014, 2015, and 2016
  - Quarter 3 (January-March): April 30, 2014, 2015, and 2016
  - Quarter 4 (April-June): July 31, 2014, 2015, and 2016
- D. Consultant shall have a representative attend all Commission's Quarterly Contractor Meetings.
- E. Consultant shall participate in an activity and/or assessment regarding collaboration efforts and outcomes.
- F. Consultant shall participate in site visits with Commission / CSA staff twice yearly. Consultant shall also meet periodically with a Commission / CSA representative upon the reasonable request of the Commission or CSA to discuss, review, and evaluate program activities.
- G. Consultant shall submit to Commission and CSA staff an annual report in the format provided by the Commission or CSA.
- H. Consultant will assist in the monitoring and evaluation of the program according to this Scope of Work (Exhibit A) and supporting evaluation documents.
- I. Differential Response Client Data Sheet (DR Client Data Sheet) - Consultant shall submit a Differential Response Client Data Sheet (DR Client Data Sheet) monthly via email to [DRClientData@stancounty.com](mailto:DRClientData@stancounty.com).

- J. Consultant shall submit all other reporting via email to the following:
- Erica Inacio, Program Monitor, [inacioe@stancounty.com](mailto:inacioe@stancounty.com)
  - Stephanie Loomis, Administration, [LoomisS@stancounty.com](mailto:LoomisS@stancounty.com)
  - John Sims, Executive Director, [simsj@stancounty.com](mailto:simsj@stancounty.com)
  - CSA Reports, [CSAReport@stancounty.com](mailto:CSAReport@stancounty.com)

VIII. EVALUATION

Consultant shall collect data/information for the annual report that may include the following:

- Leveraging
- Linkages/collaboration
- Best practices/evidence-based practices
- Cultural proficiency
- Community feedback
- Evaluation capacity
- Response to prior evaluation recommendations
- Contract compliance issues
- Financial management
- Outcomes/results

IX. SUSTAINABILITY PLAN

Consultant shall report activities and progress made on the Sustainability Plan (previously submitted to Commission). This report shall be submitted with the Annual Report.

X. CUSTOMER SATISFACTION / EMPLOYEE SURVEY

- A. Consultant shall develop and conduct a customer satisfaction survey during the second and fourth quarters of the Fiscal Year.
1. Consultant will compile and report survey results by January 31, 2014, 2015, and 2016 (for Quarter 2 survey) and July 31, 2014, 2015, and 2016 (for Quarter 4 survey).
- B. Consultant will develop and conduct an employee satisfaction survey annually.
1. Consultant will compile and report survey results into the program's annual report described in Section XII-G.

XI. COMPENSATION

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

- A. This Agreement shall be effective July 1, 2013 through June 30, 2016.
- B. Costs:
1. The maximum amount of this Agreement for the period July 1, 2013 through June 30, 2016 shall not exceed \$809,835. The maximum amount per fiscal year is as follows:

July 1, 2013 through June 30, 2014 shall not exceed \$269,945  
July 1, 2014 through June 30, 2015 shall not exceed \$269,945  
July 1, 2015 through June 30, 2016 shall not exceed \$269,945

2. This is a cost reimbursement Agreement. The costs attendant to the provision of service are described in EXHIBIT B which is hereby incorporated by reference and made a part hereof. Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, or as the budget is thereafter amended or obligated.
  3. Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, or as the budget is thereafter amended or obligated.
  4. Consultant shall provide a minimum of \$2,171 In-Kind contribution, as detailed in EXHIBIT B – Budget.
- C. Consultant shall make no charge to the recipient and shall collect no share of cost.
- D. Consultant agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Consultant costs, both indirect and direct, relative to this Agreement.
- E. Costs must conform with Federal costs regulation: OMB Circular A-87, A Guide for State and Local Government Agencies, 48 CFR, Part 31, Subpart 31.2 (for profit agencies), and OMB Circular A-122 (for nonprofit agencies). All equipment purchased by Consultant must be depreciated in accordance with 45 CFR 95.705. All equipment, materials, supplies or property of any kind purchased from funds reimbursed or furnished by County under the terms of this Agreement shall be fully consumed or aged out in the course of the agreement/program. County reserves the right to physically reclaim any/all such property at the conclusion of the Agreement in accordance with 45 Code of Federal Regulations, Part 74, Administration of Grants.
- F. Any equipment, materials, supplies, or property of any kind purchased for or financed from funds provided under this Agreement, excepting any funds received for indirect expense pursuant to the budget document attached as EXHIBIT B, having useful life of three (3) years or greater, and a value in excess of One Thousand Dollars (\$1,000.00) shall be defined as an inventory item. All inventory items not fully consumed in the work described herein shall be the property of the County at the termination of this Agreement unless the County, at its sole discretion, makes an alternative disposition. Consultant shall annually prepare a written report of all inventory items and submit the report to the County. Consultant shall also file an inventory report with the County within ten (10) days after termination this Agreement. Final disposition of all inventory items shall be in accordance with written instructions from the County. Consultant is responsible for proper maintenance of inventory items and is responsible for all damage except for normal wear and tear.
- G. County shall not be required to purchase any definite amount of services nor does County guarantee to Consultant any minimum amount of funds or hours.
- H. Billings:
1. Consultant shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for July through April services. Billings for the service month of May and June are as follows:
    - May 2014 is due June 6, 2014
    - June 2014 is due June 13, 2014
    - May 2015 is due June 5, 2015
    - June 2015 is due June 12, 2015
    - May 2016 is due June 3, 2016
    - June 2016 is due June 10, 2016

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

2. Billings will be submitted to:

Stanislaus County Children and Families Commission  
Attention: Accounts Payable  
1010 10<sup>th</sup> Street, Suite 5000  
Modesto, CA 95354  
(209) 558-6218

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

XII. PAYMENTS

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

**EXHIBIT B**  
**2013/2014 FISCAL YEAR BUDGET**

Date: July 1, 2013 - June 30, 2014 Contract (Program): Turlock Family Resource Center

Contract (Agency): AspiraNet

Prepared By (Name & Number): Jessica Chaffin (209) 668-6118

DESCRIPTION	PROP 10 FUNDING	IN-KIND* (from Contracted Agency)	OTHER CASH FUNDING (Identify)	TOTAL
-------------	-----------------	--------------------------------------	----------------------------------	-------

**PERSONNEL**

Salary/Wages	\$ 170,939			\$ 170,939
Fringe Benefits	\$ 37,607			\$ 37,607
<b>Subtotal Personnel Costs</b>	<b>\$ 208,546</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 208,546</b>

**SERVICES & SUPPLIES (Operating Expenses)**

Office Expense	\$ 2,832			\$ 2,832
Rent	\$ 20,024			\$ 20,024
Utilities	\$ 2,800			\$ 2,800
Janitorial/Security/Maintenance	\$ 1,800			\$ 1,800
Telephone	\$ 2,150			\$ 2,150
Data/Network	\$ 2,900			\$ 2,900
Equipment Lease/Expense	\$ 1,633			\$ 1,633
Training Costs	\$ 205			\$ 205
Travel/Mileage	\$ 6,000			\$ 6,000
Printing/Advertising	\$ 200			\$ 200
<b>Subtotal Services &amp; Supplies</b>	<b>\$ 40,544</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 40,544</b>
<b>Indirect</b>	<b>\$ 20,855.00</b>	<b>\$ 9,036.00</b>	<b>\$ -</b>	<b>\$ 29,891.00</b>

**FIXED ASSETS**

Buildings and Improvements				\$ -
Equipment (Specify)				\$ -
<b>Subtotal Fixed Assets</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL</b>	<b>\$ 269,945</b>	<b>\$ 9,036</b>	<b>\$ -</b>	<b>\$ 278,981</b>

**ESTIMATED MONTHLY INVOICE TO PROP 10**

July	\$ 22,495.00	January	\$ 22,495.00
August	\$ 22,495.00	February	\$ 22,495.00
September	\$ 22,495.00	March	\$ 22,495.00
October	\$ 22,495.00	April	\$ 22,495.00
November	\$ 22,495.00	May	\$ 22,495.00
December	\$ 22,500.00	June	\$ 22,495.00

<b>TOTAL (Equals Prop 10 Funding)</b>	<b>\$ 269,945</b>
---------------------------------------	-------------------

**2014/2015 FISCAL YEAR BUDGET**

Date:	July 1, 2014 - June 30, 2015	Contract (Program):	Turlock Family Resource Center		
Contract (Agency):	AspiraNet				
Prepared By (Name & Number):	Jessica Chaffin (209) 668-6118				
DESCRIPTION	PROP 10 FUNDING	IN-KIND* (from Contracted Agency)	OTHER CASH FUNDING (Identify)	TOTAL	
<b>PERSONNEL</b>					
Salary/Wages	\$ 170,939			\$	170,939
Fringe Benefits	\$ 37,607			\$	37,607
<b>Subtotal Personnel Costs</b>	<b>\$ 208,546</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$</b>	<b>208,546</b>
<b>SERVICES &amp; SUPPLIES (Operating Expenses)</b>					
Office Expense	\$ 2,832			\$	2,832
Rent	\$ 20,024			\$	20,024
Utilities	\$ 2,800			\$	2,800
Janitorial/Security/Maintenance	\$ 1,800			\$	1,800
Telephone	\$ 2,150			\$	2,150
Data/Network	\$ 2,900			\$	2,900
Equipment Lease/Expense	\$ 1,633			\$	1,633
Training Costs	\$ 205			\$	205
Travel/Mileage	\$ 6,000			\$	6,000
Printing/Advertising	\$ 200			\$	200
<b>Subtotal Services &amp; Supplies</b>	<b>\$ 40,544</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$</b>	<b>40,544</b>
<b>Indirect</b>	<b>\$ 20,855.00</b>	<b>\$ 9,036.00</b>		<b>\$</b>	<b>29,891.00</b>
<b>FIXED ASSETS</b>					
Buildings and Improvements				\$	-
Equipment (Specify)				\$	-
<b>Subtotal Fixed Assets</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$</b>	<b>-</b>
<b>TOTAL</b>	<b>\$ 269,945</b>	<b>\$ 9,036</b>	<b>\$ -</b>	<b>\$</b>	<b>278,981</b>
<b>ESTIMATED MONTHLY INVOICE TO PROP 10</b>					
July	<u>\$ 22,495.00</u>	January	<u>\$ 22,495.00</u>		
August	<u>\$ 22,495.00</u>	February	<u>\$ 22,495.00</u>		
September	<u>\$ 22,495.00</u>	March	<u>\$ 22,495.00</u>		
October	<u>\$ 22,495.00</u>	April	<u>\$ 22,495.00</u>		
November	<u>\$ 22,495.00</u>	May	<u>\$ 22,495.00</u>		
December	<u>\$ 22,500.00</u>	June	<u>\$ 22,495.00</u>		
<b>TOTAL (Equals Prop 10 Funding)</b>	<b>\$ 269,945</b>				

**EXHIBIT A**  
**2015/2016 FISCAL YEAR BUDGET**

Date:	July 1, 2015 - June 30, 2016	Contract (Program):	Turlock Family Resource Center		
Contract (Agency):	AspiraNet				
Prepared By (Name & Number):	Jessica Chaffin (209) 668-6118				
DESCRIPTION	PROP 10 FUNDING	IN-KIND* (from Contracted Agency)	OTHER CASH FUNDING (Identify)	TOTAL	
<b>PERSONNEL</b>					
Salary/Wages	\$ 170,939			\$	170,939
Fringe Benefits	\$ 37,607			\$	37,607
<b>Subtotal Personnel Costs</b>	<b>\$ 208,546</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$</b>	<b>208,546</b>
<b>SERVICES &amp; SUPPLIES (Operating Expenses)</b>					
Office Expense	\$ 2,832			\$	2,832
Rent	\$ 20,024			\$	20,024
Utilities	\$ 2,800			\$	2,800
Janitorial/Security/Maintenance	\$ 1,800			\$	1,800
Telephone	\$ 2,150			\$	2,150
Data/Network	\$ 2,900			\$	2,900
Equipment Lease/Expense	\$ 1,633			\$	1,633
Training Costs	\$ 205			\$	205
Travel/Mileage	\$ 6,000			\$	6,000
Printing/Advertising	\$ 200			\$	200
<b>Subtotal Services &amp; Supplies</b>	<b>\$ 40,544</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$</b>	<b>40,544</b>
<b>Indirect</b>	<b>\$ 20,855.00</b>	<b>\$ 9,036.00</b>		<b>\$</b>	<b>29,891.00</b>
<b>FIXED ASSETS</b>					
Buildings and Improvements				\$	-
Equipment (Specify)				\$	-
<b>Subtotal Fixed Assets</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$</b>	<b>-</b>
<b>TOTAL</b>	<b>\$ 269,945</b>	<b>\$ 9,036</b>	<b>\$ -</b>	<b>\$</b>	<b>278,981</b>
<b>ESTIMATED MONTHLY INVOICE TO PROP 10</b>					
July	<u>\$ 22,495.00</u>	January	<u>\$ 22,495.00</u>		
August	<u>\$ 22,495.00</u>	February	<u>\$ 22,495.00</u>		
September	<u>\$ 22,495.00</u>	March	<u>\$ 22,495.00</u>		
October	<u>\$ 22,495.00</u>	April	<u>\$ 22,495.00</u>		
November	<u>\$ 22,495.00</u>	May	<u>\$ 22,495.00</u>		
December	<u>\$ 22,500.00</u>	June	<u>\$ 22,495.00</u>		
<b>TOTAL (Equals Prop 10 Funding)</b>	<b>\$ 269,945</b>				





# 2013-2014 Stanislaus County Outcomes And Results Reporting Sheet (SCOARRS)

Date:

Agency: Aspiranet

Program Name: Family Resource Center

Prepared by:

Phone Number:

Email:

Reporting for Quarter:

- 1<sup>st</sup> Quarter
- 2<sup>nd</sup> Quarter
- 3<sup>rd</sup> Quarter
- 4<sup>th</sup> Quarter

## ***PLANNED OUTCOMES, RESULTS, AND OBJECTIVES***

- ↳ Families are supported and safe in communities that are capable of supporting safe families
  - ✓ Maintain positive trends in the reduction of repeat child maltreatment reports
  - ✓ Decrease incidents of child abuse and maltreatment
  - ✓ Increase positive social support for families
  - ✓ Increase family resilience capacity (knowledge, skills, and awareness) to promote healthy development and safety

- ↳ Children are born healthy and stay healthy
  - ✓ Increase community awareness and response to child health and safety issues
  - ✓ Increase / maintain enrollments in health insurance products
  - ✓ Maintain access and maximize utilization of children's preventive and ongoing health care

- ↳ Children are eager and ready learners
  - ✓ Increase families' ability to get their children ready for school
  - ✓ Increase the number of children who are cognitively and socially-behaviorally ready to enter school

	<i>Indicators Current Quarter (Progress)</i>	<i>Indicators Cumulative (Progress)</i>	<i>Indicators Cumulative Calculated</i>	<i>Narrative (Only if Needed)</i>
<p>1. FRC Staff will provide an FDM assessment to the caregivers of children (DR &amp; non-DR).</p> <ul style="list-style-type: none"> <li>65% of the caregivers of children will have a first FDM assessment.</li> </ul>	a. <input type="text"/> # of Non-DR children 0-5 receiving any Prop 10 services	a. <input type="text"/> # of Non-DR children 0-5 receiving any Prop 10 services	<p><b>"b" is calculated by an FDM report run by the agency.</b></p> <p>(b) / (a) = <input type="text"/> % of the Non-DR children 0-5 have caregivers who received a first FDM assessment</p> <p>(d) / (c) = <input type="text"/> % of the DR children 0-5 have caregivers who received a first FDM assessment</p> <p>(f) / (e) = <input type="text"/> % of the DR children (all ages) have caregivers who received a first FDM assessment</p>	
	b. <input type="text"/> # of Non-DR of children 0-5 whose caregivers received a first FDM assessment	b. <input type="text"/> # of Non-DR children 0-5 whose caregivers received a first FDM assessment		
	c. <input type="text"/> # of referred DR children 0-5	c. <input type="text"/> # of referred DR children 0-5		
	d. <input type="text"/> # of DR children 0-5 whose caregivers received a first FDM assessment	d. <input type="text"/> # of DR children 0-5 whose caregivers received a first FDM assessment		
	e. <input type="text"/> # of referred DR children (all ages).	e. <input type="text"/> # of referred DR children (all ages).		
	f. <input type="text"/> # of DR children (all ages) whose caregivers received a first FDM assessment	f. <input type="text"/> # of DR children (all ages) whose caregivers received a first FDM assessment		

	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
<p>2.FRC Staff will provide a valid depression screening to caregivers of children 0-5 who receive an FDM assessment</p> <ul style="list-style-type: none"> <li>70% of the children 0-5 who are assessed will have caregivers who received depression screenings.</li> </ul>	<p>g. <input type="text"/> # of DR and Non-DR children 0-5 whose caregivers were assessed and screened for depression</p>	<p>g. <input type="text"/> # of DR and Non-DR children 0-5 whose caregivers were assessed and screened for depression</p>	<p><math>(g) / (b+d) = \text{input} \%</math> of the children 0-5 whose families were assessed have caregivers who received depression screenings.</p>	
<p>3.FRC staff or contracted staff will provide group and individual mental health counseling to caregivers of children 0-5. Improvement will be reported by a clinician</p> <ul style="list-style-type: none"> <li>70% of the children whose caregivers receive group counseling will indicate improvement with presenting issues.</li> <li>65% of the children whose caregivers receive individual counseling will meet mental health goals.</li> </ul>	<p>h. <input type="text"/> # of children 0-5 whose caregivers receive group counseling</p>	<p>h. <input type="text"/> # of children 0-5 whose caregivers receive group counseling</p>	<p><math>(i) / (h) = \text{input} \%</math> of the children 0-5 whose caregivers receive group counseling and whose clinician indicates improvement with presenting issues</p> <p><math>(k) / (j) = \text{input} \%</math> of the children 0-5 whose caregivers receive individual counseling and indicate improvement with presenting issues</p>	
<p>i. <input type="text"/> # of children 0-5 whose caregivers receive group counseling and whose clinician indicates improvement with presenting issues.</p>	<p>i. <input type="text"/> # of children 0-5 whose caregivers receive group counseling and whose clinician indicates improvement with presenting issues.</p>			
<p>j. <input type="text"/> # of children 0-5 whose caregivers receive individual counseling</p>	<p>j. <input type="text"/> # of children 0-5 whose caregivers receive individual counseling</p>			
<p>k. <input type="text"/> # of children 0-5 whose caregivers receive individual counseling and meet mental health goals</p>	<p>k. <input type="text"/> # of children 0-5 whose caregivers receive individual counseling and meet mental health goals</p>			

	<i>Indicators Current Quarter (Progress)</i>	<i>Indicators Cumulative (Progress)</i>	<i>Indicators Cumulative Calculated</i>	<i>Narrative (Only if Needed)</i>
<p>4. FRC Staff will provide children 0-5, whose caregivers are assessed, with developmental screenings using the Ages &amp; Stages Questionnaire (ASQ)</p> <ul style="list-style-type: none"> <li>55% of the children 0-5 whose families are assessed will receive developmental screenings</li> </ul>	<p>l. <input type="text"/> # of Non-DR children 0-5 whose families were assessed and received a developmental screening</p> <p>m. <input type="text"/> # of DR children 0-5 whose families were assessed and received a developmental screening</p>	<p>l. <input type="text"/> # of Non-DR children 0-5 whose families were assessed and received a developmental screening</p> <p>m. <input type="text"/> # of DR children 0-5 whose families were assessed and received a developmental screening</p>	<p><math>(l+m) / (b+d) = \text{input} \%</math> of the children 0-5 whose families were assessed received developmental screenings</p>	
<p>5. FRC Staff or contracted staff will provide literacy/school readiness services (teaching adults literacy, distributing children's books, teaching adults how to read to children, etc.)</p> <ul style="list-style-type: none"> <li>65% of children 0-5 who received literacy services will indicate increased time reading at home with family</li> <li>75% of children 0-5 will be provided</li> </ul>	<p>n. <input type="text"/> # of children 0-5 who receive literacy services</p> <p>o. <input type="text"/> # of children 0-5 who receive literacy services and indicate increased time reading at home with family</p> <p>p. <input type="text"/> # of children 0-5 who receive books</p> <p>q. <input type="text"/> # of children 0-5 whose caregivers attended adult literacy classes</p>	<p>n. <input type="text"/> # of children 0-5 who receive literacy services</p> <p>o. <input type="text"/> # of children 0-5 who receive literacy services and indicate increased time reading at home with family</p> <p>p. <input type="text"/> # of children 0-5 who receive books</p> <p>q. <input type="text"/> # of children 0-5 whose caregivers attended adult literacy classes</p>	<p><math>(o) / (n) = \text{input} \%</math> of the children 0-5 who received literacy services and indicate increased time reading at home with family</p> <p><math>(p) / (n) = \text{input} \%</math> of the children 0-5 who received literacy services and receive books</p> <p><math>(r) / (q) = \text{input} \%</math> of children 0-5 whose caregivers attended adult literacy classes and increased literacy skills</p>	

	<i>Indicators Current Quarter (Progress)</i>	<i>Indicators Cumulative (Progress)</i>	<i>Indicators Cumulative Calculated</i>	<i>Narrative (Only if Needed)</i>
<p>books</p> <ul style="list-style-type: none"> <li>40% of children 0-5 whose caregivers attended adult literacy classes will increase literacy skills</li> </ul>	<p>r. <input type="text"/> # of children 0-5 whose caregivers attended adult literacy classes and increased literacy skills</p>	<p>r. <input type="text"/> # of children 0-5 whose caregivers attended adult literacy classes and increased literacy skills</p>		
<p>6.FRC Staff will assist families in obtaining health insurance, and with the enrollment of children 0-5 into a health insurance program within 90 days of first time contact or assessment.</p> <ul style="list-style-type: none"> <li>85% of the children 0-5, who did not have health insurance at the time of first contact, received assistance in obtaining health insurance</li> <li>80% of the assessed children 0-5, who did not have health insurance, will be enrolled in a health insurance program within 90 days of intake.</li> </ul>	<p>s. <input type="text"/> # of children 0-5 without health insurance at time of first contact</p>	<p>s. <input type="text"/> # of children 0-5 without health insurance at time of first contact</p>	<p>(t) / (s) = <input type="text"/> % of the children 0-5 who did not have health insurance at time of first contact received assistance in obtaining health insurance</p> <p>(v) / (u) = <input type="text"/> % of the assessed children 0-5 who did not have health insurance enrolled in a health insurance program within 90 days</p>	
	<p>t. <input type="text"/> # of children 0-5 who did not have health insurance at time of first contact and have completed an application for health insurance</p>	<p>t. <input type="text"/> # of children 0-5 who did not have health insurance at time of first contact and have completed an application for health insurance</p>		
	<p>u. <input type="text"/> # of children 0-5 without health insurance whose caregiver received an FDM assessment</p>	<p>u. <input type="text"/> # of children 0-5 without health insurance whose caregiver received an FDM assessment</p>		
	<p>v. <input type="text"/> # of assessed children 0-5 without health insurance are enrolled in a health insurance program within 90 days</p>	<p>v. <input type="text"/> # of assessed children 0-5 without health insurance are enrolled in a health insurance program within 90 days</p>		

	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
<p><b>FDM Indicators</b></p> <ul style="list-style-type: none"> <li>• Access to Transportation Based on Level of Need</li> <li>• Child Health Insurance</li> <li>• Community Resources Knowledge</li> <li>• Health Services</li> <li>• Budgeting Skills and Knowledge of Financial Resources</li> <li>• Adequacy of Clothing</li> <li>• Quality of Employment Status</li> <li>• Access to Quality Child Care</li> <li>• Risk of Emotional or Sexual Abuse</li> <li>• Supervision by the Family</li> <li>• Age-Appropriate Physical and Mental Development</li> <li>• Resources for Nutritious Food</li> <li>• Family Communications Skills</li> <li>• Emotional Wellbeing / Sense of Life Value</li> <li>• Nurturing</li> <li>• Confidence in Parenting</li> </ul>	<p>w. The % (and number) of families who received a first assessment during the quarter and were identified as "in crisis".</p> <p>x. The % (and number) of families who received a first assessment during the quarter and were identified as "safe" or "self sufficient".</p>	<p>w. The % (and number) of families identified as "in crisis" decreases in each assessment subsequent to the first assessment.</p> <p>x. The % (and number) of families identified as "safe" or "self sufficient" increases in each assessment subsequent to the first assessment.</p>	<p><i>Information derives from FDM reports run by the agency. The Cumulative Report should individually compare assessments 1 and 2, 2 and 3, 3 and 4, etc.</i></p>	

	<i>Indicators Current Quarter (Progress)</i>	<i>Indicators Cumulative (Progress)</i>	<i>Indicators Cumulative Calculated</i>	<i>Narrative (Only if Needed)</i>
<p><b>Skills</b></p> <ul style="list-style-type: none"> <li>• Health and Safety of Home Environment</li> <li>• Stability of Home and Shelter</li> <li>• Quality of Social Support System</li> <li>• Presence / Degree of Substance Abuse</li> <li>• Adult Educational Development</li> <li>• School Attendance</li> <li>• Income Level for Basic Expenses</li> </ul>				

**More Information**

**Additional Supporting Narrative (Only if Needed):**

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

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

**Resource Changes (Only if Needed):**

**Activities & Services:**

**Activities & Services Changes (Only if Needed):**



# Exhibit D Statistical Reporting

## STANISLAUS COUNTY COMMUNITY SERVICES AGENCY for Differential Response for the Family Resource Centers

### QUARTERLY AGE, LANGUAGE, ETHNICITY and SERVICE REPORT FOR CAPIT & PSSF

TYPE YOUR AGENCY NAME HERE  
ADDRESS

FUNDING SOURCE\*      CAPIT     CFC     CBCAP     CCF     PSSF

PROGRAM NAME                      FAMILY RESOURCE CENTER  
SERVICE MONTH                      \_\_\_\_\_  
INVOICE DATE                              \_\_\_\_\_

**Direct Services Provided**

Family Resource Center

includes the following direct service activities:

- Assessment
- Case Management
- Counseling
- FRC
- Home Visitation
- Information & Referral
- Parent Education and Support
- Parenting Program (Classes)

Code      Ethnic Origin		Customers Receiving Services					
		0-5 Years		6-18 Years		Adults (19 yr - older)	
		without disabilities	with disabilities	without disabilities	with disabilities	without disabilities	with disabilities
WH	White non-Hispanic						
HS	Hispanic						
BL	Black non-hispanic						
A	Asian						
NA	Native America						
O	Other						
<b>DO NOT WRITE BELOW THIS LINE</b>							
		0	0	0	0	0	0
<b>TOTALS</b>							

\*\* Use appropriate code listed below:

**Code Ethnic Origin**

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

**Code\* Funding Source**

- CAPIT Child Abuse Prevention Intervention and Treatment
- CFC Children and Families Commission
- CBCAP Community Based Child Abuse Prevention
- CCF County Children's Fund
- PSSF Promoting Safe and Stable Families

Direct Services mean that the services must be provided to an individual or family and the planned duration of the services should be more than one-time event. If the participant onkly attends the direct service for one-time and drops out, they should still be counted in this category, since the planned duration was for more than one time.

This summary is "service focused" Clients may access multiple services and shall be counted once for each service type provided during the reporting period.

**COUNTY OF STANISLAUS  
AGREEMENT TO PROVIDE  
FAMILY RESOURCE CENTER AND SERVICES  
JULY 1, 2013 THROUGH JUNE 30, 2016**

It is hereby mutually agreed between the County of Stanislaus, Children and Families Commission and the Stanislaus County Community Services Agency, (hereinafter referred to as "County") and **ASPIRANET**, (hereinafter referred to as "Consultant") that the Agreement entered into on July 1, 2013, for the purpose of providing family resource center services is hereby amended as follows:

WHEREAS language clarification is needed; and

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

EXHIBIT A, II. SERVICES PROVIDED: location is amended as follows:

II. SERVICES PROVIDED

Consultant shall provide the following services at the Family Resource Center as follows:

July 1, 2013 – April 30, 2014 at 352 E. Olive Ave, Suite A, Turlock, California  
May 1, 2014 – June 30, 2016 at 2160 Geer Road, Turlock, California

EXHIBIT A, III. STRATEGIES / GUIDING PRINCIPLES: location is amended as follows:

III. STRATEGIES / GUIDING PRINCIPLES:

The Family Resource Center shall be open at least four (4) hours per day, five (5) days per week, and closed no more than thirteen (13) days in a twelve (12) month period for traditional and legal holidays at the following location:

July 1, 2013 – April 30, 2014 at 352 E. Olive Ave, Suite A, Turlock, California  
May 1, 2014 – June 30, 2016 at 2160 Geer Road, Turlock, California


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



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


APPROVED AS TO CONTENT:

**COUNTY OF STANISLAUS**  
**PURCHASING DEPARTMENT**

By:   
Keith D. Boggs  
Assistant Executive Officer  
GSA Director / Purchasing Agent

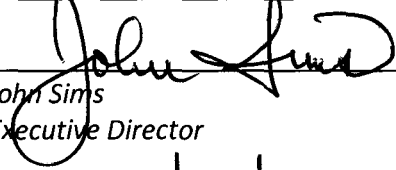
Dated: 6.9.14

**COUNTY OF STANISLAUS**  
**COMMUNITY SERVICES AGENCY**

By:   
Kathryn M. Harwell  
Executive Director

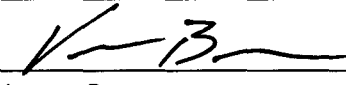
Dated: 5/21/14

**COUNTY OF STANISLAUS**  
**CHILDREN AND FAMILIES COMMISSION**

By:   
John Sims  
Executive Director

Dated: 4/29/14

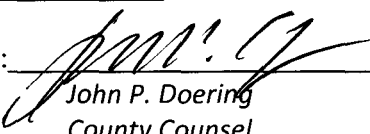
**ASPIRANET**  
**TURLOCK FAMILY RESOURCE CENTER**

By:   
Vernon Brown  
CEO

Dated: 5/5/14

APPROVED AS TO FORM:

**COUNTY COUNSEL**

By:   
John P. Doering  
County Counsel

Dated: 4/29/14

**COUNTY OF STANISLAUS**

Approved per BOS Item No: IV-B-5  
Dated: 6/11/13

Approved per CFC Item No: VI-B1  
Dated: 5/28/13

## EXHIBIT A – SCOPE OF WORK

### Aspiranet Turlock Family Resource Center

#### AGREEMENT TO PROVIDE FAMILY RESOURCE CENTERS AND SERVICES JULY 1, 2013 THROUGH JUNE 30, 2016

#### I. PROGRAM DESCRIPTION

Using Proposition 10 funds, Family Resource Centers (FRCs) provide families with children ages 0 through 5 that are at risk of child abuse/neglect with support services and a hub of supports and resources: community resources and referrals; strength based assessments and case management; parent education and support groups; school readiness information dissemination; health insurance enrollment assistance; depression screenings and mental health referrals; child developmental screenings and referrals; and unique services that address the needs of each community. Using Community Services Agency (CSA) funds, FRC's provide differential response (DR) services to children 0 through 17 and family support services to Stanislaus County communities.

#### II. SERVICES PROVIDED

Consultant shall provide the following services at the Family Resource Center located at 2160 Geer Road to residents of Stanislaus County.

Services are listed in priority order in accordance with the Priorities Plan adopted by the Commission in January, 2012. Services to be provided under this agreement are limited to:

<b><u>Service</u></b>	<b><u>Service Locations</u></b>
Case Management	Family Resource Centers Mobile (Client Homes)
Parenting Classes	Family Resource Centers
Family Crisis Support	Family Resource Centers Mobile (Client Homes)
Pregnancy/Infant Support Groups	Family Resource Centers without HBO
Resource and Referral	Family Resource Centers Mobile (Client Homes)
Developmental Screenings	Family Resource Centers Mobile (Client Homes)
Children's Book Distribution	Family Resource Centers Mobile (Community Events)
Family Literacy	Family Resource Centers
Child Literacy Classes	Family Resource Centers
Community Outreach	Family Resource Centers Mobile (Community Events) Countywide Schools
Health Insurance Enrollment	Family Resource Centers

Individual Mental/Behavioral Health	Mobile (Community Events) Family Resource Centers
Group Mental/Behavioral Health	Family Resource Centers
Depression Screenings	Family Resource Centers Mobile (Community Events, Homes)
Health and Safety Classes	Family Resource Centers

III. STRATEGIES / GUIDING PRINCIPLES

- Services shall be culturally and linguistically appropriate to the populations served.
- Equity to all populations shall be a guiding principle of operations.
- Consultant shall actively recruit and engage community members and consumers of services as participants in planning and implementing this grant.
- Funds received under these programs may not be used to supplant or substitute for other local, private, Federal, State and/or County grants or awards. (The definition of supplanting is contained in 30131.4 of the Revenue and Taxation Code.)
- Operating hours of service shall address days and evenings.
- Staffing level and employee qualifications shall be appropriate to services.
- Where appropriate, Consultant shall increase collaborations and service delivery efficiencies
- Consultant shall provide cultural competency training to staff with the goal of reaching cultures not represented in the program
- Whenever possible, Consultant shall increase the number of clients served or increase the number of services to clients or increase the intensity of services to clients
- The Family Resource Center located at 2160 Geer Road shall be open at least four (4) hours per day, five (5) days per week, and closed no more than thirteen (13) days in a twelve (12) month period for traditional and legal holidays.

IV. ACTIVITIES

- To promote collaboration with other agencies, Consultant shall participate in presentations to the Board of Supervisors, Children and Families Commission, Community Services Agency, Stanislaus County Child Abuse Prevention Council and its subcommittees.
- Contactor shall participate in Multi-Disciplinary Team meetings and shall attend Community Service Agency and Children and Families Commission mandated trainings.
- Clients receiving services shall be screened for depression utilizing a tool acceptable to the Commission.
- Outreach activities shall be conducted.
- Consultant shall actively recruit and engage community members and consumers of services as participants in planning and implementing this Agreement.
- Consultant shall recommend and assist with selecting contractor trainings sponsored by Commission.
- Consultant shall provide group and individual mental health counseling to caregivers of children 0-5.

- Consultant shall provide developmental screenings to children 0-5 and to all children under the age of 3 who have a substantiated allegation of abuse/neglect.
- Consultant shall provide literacy/school readiness services (teaching adult literacy, distributing children's books, teaching adults how to read to children, etc.).
- Consultant shall provide all services described in SCOARRS (Exhibit C).

V. ALIGNMENT WITH THE STANISLAUS COUNTY CHILDREN AND FAMILIES COMMISSION'S STRATEGIC PLAN

Desired Result: Families are supported and safe in communities that can support safe families.

Objective(s):

- Maintain positive trends in the reduction of repeat child maltreatment reports.
- Decrease incidents of child abuse and maltreatment
- Increase positive social support for families
- Increase family resiliency capacity (knowledge, skills & awareness) to promote healthy development and safety.

Planned Outcome(s):

- Families are connected to resources or support services.
- Families access support systems and resources in their communities that increase awareness, knowledge, or skills
- Caregivers have increased parenting knowledge, skills, and support
- Caregivers are identified and linked to mental health services
- Mental health issues of caregivers are addressed and improved

Desired Result: Children are eager and ready learners.

Objective(s):

- Increase families' ability to get their children ready for school.
- Children are cognitively, and socially-behaviorally ready to enter school

Planned Outcome(s):

- Children receive early screening and intervention for developmental delays and other special needs
- Caregivers provide care that fosters their children's optimal developmental achievement
- Children possess literacy tools (books and skills)
- Caregivers demonstrate improved literacy skills

Desired Result: Children are born healthy and stay healthy

Objective(s):

- Increase community awareness and response to child health and safety issues
- Increase/maintain enrollments in health insurance products
- Maintain access and maximize utilization of children's preventative and ongoing health care

Planned Outcome(s):

- Caregivers are provided with information on child health and safety
- Children 0-5 are enrolled in health insurance

Consultant shall establish an Internal Monitoring Plan to monitor and meet outcomes set forth in this Agreement.

VI. ELIGIBILITY / AREAS SERVED

The program shall serve Stanislaus County families with children 0 through 5 years of age and shall target Stanislaus County residents in the 95380 and 95382 zip codes. DR services shall be provided to Stanislaus County families with children 0 through 17 years of age.

VII. REPORTS AND CONTRACT MONITORING

- A. Consultant shall report quarterly to Commission and CSA staff using SCOARRS forms and Program Statistical reports for PSSF and CAPIT (specified in Exhibit D, which is incorporated by this reference) or other forms provided by the Commission or CSA.
- B. Consultant shall submit a quarterly year-to-date In-Kind Report which provides a line item summary of actual expenditures and in-kind match.
1. All quarterly forms (reports) are due according to the following schedule:
    - Quarter 1 (July-September): October 31, 2013, 2014, and 2015
    - Quarter 2 (October-December): January 31, 2014, 2015, and 2016
    - Quarter 3 (January-March): April 30, 2014, 2015, and 2016
    - Quarter 4 (April-June): July 31, 2014, 2015, and 2016
- C. Consultant will enter data into a Commission approved database / spreadsheet a minimum of once a quarter, due according to the following schedule:
  - Quarter 1 (July-September): October 31, 2013, 2014, and 2015
  - Quarter 2 (October-December): January 31, 2014, 2015, and 2016
  - Quarter 3 (January-March): April 30, 2014, 2015, and 2016
  - Quarter 4 (April-June): July 31, 2014, 2015, and 2016
- D. Consultant shall have a representative attend all Commission's Quarterly Contractor Meetings.
- E. Consultant shall participate in an activity and/or assessment regarding collaboration efforts and outcomes.
- F. Consultant shall participate in site visits with Commission / CSA staff twice yearly. Consultant shall also meet periodically with a Commission / CSA representative upon the reasonable request of the Commission or CSA to discuss, review, and evaluate program activities.
- G. Consultant shall submit to Commission and CSA staff an annual report in the format provided by the Commission or CSA.
- H. Consultant will assist in the monitoring and evaluation of the program according to this Scope of Work (Exhibit A) and supporting evaluation documents.
- I. Differential Response Client Data Sheet (DR Client Data Sheet) - Consultant shall submit a Differential Response Client Data Sheet (DR Client Data Sheet) monthly via email to [DRClientData@stancounty.com](mailto:DRClientData@stancounty.com).

J. Consultant shall submit all other reporting via email to the following:

- Erica Inacio, Program Monitor, [inacioe@stancounty.com](mailto:inacioe@stancounty.com)
- Stephanie Loomis, Administration, [LoomisS@stancounty.com](mailto:LoomisS@stancounty.com)
- John Sims, Executive Director, [simsj@stancounty.com](mailto:simsj@stancounty.com)
- CSA Reports, [CSAReport@stancounty.com](mailto:CSAReport@stancounty.com)

#### VIII. EVALUATION

Consultant shall collect data/information for the annual report that may include the following:

- Leveraging
- Linkages/collaboration
- Best practices/evidence-based practices
- Cultural proficiency
- Community feedback
- Evaluation capacity
- Response to prior evaluation recommendations
- Contract compliance issues
- Financial management
- Outcomes/results

#### IX. SUSTAINABILITY PLAN

Consultant shall report activities and progress made on the Sustainability Plan (previously submitted to Commission). This report shall be submitted with the Annual Report.

#### X. CUSTOMER SATISFACTION / EMPLOYEE SURVEY

- A. Consultant shall develop and conduct a customer satisfaction survey during the second and fourth quarters of the Fiscal Year.
1. Consultant will compile and report survey results by January 31, 2014, 2015, and 2016 (for Quarter 2 survey) and July 31, 2014, 2015, and 2016 (for Quarter 4 survey).
- B. Consultant will develop and conduct an employee satisfaction survey annually.
1. Consultant will compile and report survey results into the program's annual report described in Section XII-G.

#### XI. COMPENSATION

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

- A. This Agreement shall be effective July 1, 2013 through June 30, 2016.
- B. Costs:
1. The maximum amount of this Agreement for the period July 1, 2013 through June 30, 2016 shall not exceed \$809,835. The maximum amount per fiscal year is as follows:

July 1, 2013 through June 30, 2014 shall not exceed \$269,945  
July 1, 2014 through June 30, 2015 shall not exceed \$269,945  
July 1, 2015 through June 30, 2016 shall not exceed \$269,945



2. This is a cost reimbursement Agreement. The costs attendant to the provision of service are described in EXHIBIT B which is hereby incorporated by reference and made a part hereof. Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, or as the budget is thereafter amended or obligated.
  3. Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, or as the budget is thereafter amended or obligated.
  4. Consultant shall provide a minimum of \$2,171 In-Kind contribution, as detailed in EXHIBIT B – Budget.
- C. Consultant shall make no charge to the recipient and shall collect no share of cost.
- D. Consultant agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Consultant costs, both indirect and direct, relative to this Agreement.
- E. Costs must conform with Federal costs regulation: OMB Circular A-87, A Guide for State and Local Government Agencies, 48 CFR, Part 31, Subpart 31.2 (for profit agencies), and OMB Circular A-122 (for nonprofit agencies). All equipment purchased by Consultant must be depreciated in accordance with 45 CFR 95.705. All equipment, materials, supplies or property of any kind purchased from funds reimbursed or furnished by County under the terms of this Agreement shall be fully consumed or aged out in the course of the agreement/program. County reserves the right to physically reclaim any/all such property at the conclusion of the Agreement in accordance with 45 Code of Federal Regulations, Part 74, Administration of Grants.
- F. Any equipment, materials, supplies, or property of any kind purchased for or financed from funds provided under this Agreement, excepting any funds received for indirect expense pursuant to the budget document attached as EXHIBIT B, having useful life of three (3) years or greater, and a value in excess of One Thousand Dollars (\$1,000.00) shall be defined as an inventory item. All inventory items not fully consumed in the work described herein shall be the property of the County at the termination of this Agreement unless the County, at its sole discretion, makes an alternative disposition. Consultant shall annually prepare a written report of all inventory items and submit the report to the County. Consultant shall also file an inventory report with the County within ten (10) days after termination this Agreement. Final disposition of all inventory items shall be in accordance with written instructions from the County. Consultant is responsible for proper maintenance of inventory items and is responsible for all damage except for normal wear and tear.
- G. County shall not be required to purchase any definite amount of services nor does County guarantee to Consultant any minimum amount of funds or hours.
- H. Billings:
1. Consultant shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for July through April services. Billings for the service month of May and June are as follows:
    - May 2014 is due June 6, 2014
    - June 2014 is due June 13, 2014
    - May 2015 is due June 5, 2015
    - June 2015 is due June 12, 2015
    - May 2016 is due June 3, 2016
    - June 2016 is due June 10, 2016

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

2. Billings will be submitted to:

Stanislaus County Children and Families Commission  
Attention: Accounts Payable  
1010 10<sup>th</sup> Street, Suite 5000  
Modesto, CA 95354  
(209) 558-6218

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

XII. PAYMENTS

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