

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

DEPT: Community Services Agency

BOARD AGENDA #: \*B-1

AGENDA DATE: March 7, 2017

**SUBJECT:**

Approval to Award an Agreement with Lilliput Children's Services for the Provision of Post Adoption Family Specialty Camp Services

BOARD ACTION AS FOLLOWS:

No.

2017-96

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

Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini, and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

ATTEST:

  
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
AGENDA ITEM**

DEPT: Community Services Agency  
Urgent  Routine

BOARD AGENDA #: \*B-1

AGENDA DATE: March 7, 2017

CEO CONCURRENCE: pht

4/5 Vote Required: Yes  No

**SUBJECT:**

Approval to Award an Agreement with Lilliput Children's Services for the Provision of Post Adoption Family Specialty Camp Services

**STAFF RECOMMENDATIONS:**

1. Approve an agreement with Lilliput Children's Services for the provision of post adoption family specialty camp services, as a result of a Request for Proposal process for such services.
2. Authorize the Community Services Agency Director, or her designee, to sign the agreement, and any amendments up to \$25,000 with Lilliput Children's Services to provide post adoption family specialty camp services.

**DISCUSSION:**

On August 30, 2016 the Board of Supervisors authorized the General Services Agency (GSA) Purchasing Division to issue a Request for Proposal (RFP) on behalf of the Community Services Agency for the provision of post adoption family specialty camp services.

Post adoption family specialty camp services is a weeklong camp that comprises of activities to serve both parents and children in social connections, knowledge of parenting, and supporting the social and emotional competence of children. Activities include, but are not limited to, specialized parenting classes for post-adoption, lectures, support groups and group discussions for parents, age appropriate/developmental child activities that include skill building, peer relationships, and bonding activities for the whole family. The current provider, whose contract expired on December 31, 2016 has served 78 children and 37 adults since April 2014 and has provided the following: increased parent resilience, developed social connections, improved knowledge of parenting for this population and increased the social and emotional competence of children.

RFP 16-59-DQ was issued on October 31, 2016 and sent electronically to 693 vendors, 28 of which downloaded the RFP. A non-mandatory pre-proposal conference was held on November 10, 2016 and 0 vendors were in attendance. The RFP closed on November 30, 2016 and GSA received complete responses from the 1 vendor listed below:

- Lilliput Children's Services – Modesto, CA

## Approval to Award an Agreement with Lilliput Children's Services for the Provision of Post Adoption Family Specialty Camp Services

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The proposer met the minimum qualifications set forth in Phase I of the Evaluation Phase, which included a financial review. A committee of 3 evaluators was selected to further evaluate the proposals. The Evaluation Committee was comprised of representatives from the County's Adult Child and Family Services Division and a staff member from Family Connections Christian Adoptions.

The Evaluation Committee completed Phase II, which consisted of a review and evaluation of the proposer's qualification proposal along with the proposed budget. The scores of each member of the Evaluation Committee were averaged to determine the actual Phase II score of the proposal.

Phase II	Lilliput Children's Services
Total Average Points	74/100

The proposal met the criteria set forth in the RFP and provides the best value to the County, with proposed budget and all other factors considered.

### **POLICY ISSUE:**

Approval of the agreement with Lilliput Children's Services as result of a Request for Proposal process allows the Community Service Agency to meet the County Purchasing Department's procurement guidelines. The guidelines state that non-professional contracted services that have reached a \$45,000 cumulative level and have not been competitively procured or those that have been previously competitively procured but have now reached the maximum three year term imposed in the California Department of Social Services Management and Office Procedure 23-621, shall be competitively procured.

### **FISCAL IMPACT:**

The term of the proposed agreement with Lilliput Children's Services is April 1, 2017 through December 31, 2017 with an option to renew the contract on a year to year basis up to a maximum of two additional years. The amount will not exceed \$29,500 for the nine month term of the contract. The Community Services Agency included funding in the amount of \$29,500 in the 2016-2017 Mid-Year Budget.

Appropriations and estimated revenue for the remainder of the awarded contract will be included in the Agency's subsequent year budget submission. Funding for post-adoption family specialty camp services is provided through Promoting Safe and Stable Families (PSSF), a Federal Grant which is distributed at the local level via allocations from the California Department of Social Services. This program is 100% federally funded and as such, there is no cost to the County General Fund associated with this contract.

Approval to Award an Agreement with Lilliput Children's Services for the Provision of Post Adoption Family Specialty Camp Services

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<b>Cost of recommended action:</b>		\$	29,500
<b>Source(s) of Funding:</b>			
Federal Grant Funding	\$	29,500	
<b>Funding Total:</b>		\$	29,500
<b>Net Cost to County General Fund</b>		\$	-

<b>Fiscal Year:</b>	2016/2017
<b>Budget Adjustment/Appropriations needed:</b>	No

**Fund Balance as of** N/A

**BOARD OF SUPERVISORS' PRIORITY:**

Approval of these requests supports the Board's priorities of A Healthy Community, Effective Partnerships and Efficient Delivery of Public Services by contracting with a community provider to deliver services needed to enhance the lives of post adoption children and parents in our community in a cost effective manner.

**STAFFING IMPACT:**

Community Services Agency staff is available to support this contract at current service levels. In the future, should the service level demand increase, the Agency will analyze available options and return to the Board of Supervisors for consideration of any necessary staffing changes.

**CONTACT PERSON:**

Kathryn M. Harwell, Director (209) 558-2500

**ATTACHMENT(S):**

Lilliput Children's Services Contract

**COUNTY OF STANISLAUS  
COMMUNITY SERVICES AGENCY  
AGREEMENT TO PROVIDE  
POST ADOPTION FAMILY SPECIALTY CAMP SERVICES  
APRIL 1, 2017 THROUGH DECEMBER 31, 2017**

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS ("County") and LILLIPUT CHILDREN'S SERVICES ("Contractor"), a non-profit Corporation, and entered into as of the later of April 1, 2017, or the execution of the Agreement by both parties (the "Effective Date").

**RECITALS**

WHEREAS, the County has a need for arranging and facilitating a specialty camp for Stanislaus County Community Services Agency Post Adoption families; and

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

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

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

- 1.1 The Contractor shall furnish to the County, upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in EXHIBIT A, attached hereto and, by this reference, made a part hereof.
- 1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purpose whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
- 1.3 Services and work provided by the Contractor at the County's request under this Agreement shall be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in EXHIBIT A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

**2. CONSIDERATION**

- 2.1 County shall pay Contractor as set forth in EXHIBIT A.
- 2.2 Except as expressly provided in EXHIBIT A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement.

Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

- 2.3 County shall not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
- 2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.
- 2.5 Payments of all services provided in accordance with the provisions of this Agreement are contingent upon the availability of County, state and federal funds.

### 3. TERM

- 3.1 The term of this Agreement shall be from the Effective Date through December 31, 2017, or until completion of the agreed upon services unless sooner terminated as provided below or by some other method provided for in this Agreement.
- 3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.
- 3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.
- 3.4 The County may terminate this Agreement upon thirty (30) days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in section 2 herein, subject to any applicable setoffs.
- 3.5 Notwithstanding any other provisions of this Agreement, County may terminate the Agreement immediately:
  - A. Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services; or,
  - B. Upon loss of any license(s) required for lawful operation of Contractor's business; or,
  - C. Upon an unauthorized decrease in the required insurance in force; or,

- D. Upon failure to make payroll payments; or,
- E. Failure to remit payroll deductions in a timely manner to the appropriate State and Federal government; or,
- F. Upon failure to substantially meet other financial obligations; or,
- G. Upon service or a writ of attachment by creditors of Contractor.

3.6 This Agreement may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party.

#### 4. REQUIRED LICENSES, CERTIFICATES AND PERMITS

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

Contractor shall comply with all local, state and federal laws and regulations.

#### 5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in EXHIBIT A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in EXHIBIT A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

#### 6. INSURANCE

Coverage Require: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached EXHIBIT B.

#### 7. DEFENSE AND INDEMNIFICATION

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

## 8. STATUS OF CONTRACTOR

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in EXHIBIT A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. Both Contractor and County understand that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. Contractor shall determine all terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law.

8.5 It is understood and agreed that as an independent contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.



9. RECORDS AND AUDITS

- 9.1 Contractor shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement or until such records and their supporting documentation are released due to closure of Federal/State audit, whichever is longer. This includes any handwriting, typewriting, printing, photostatic, photographing, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.
- 9.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.
- 9.3 Any authorized representative of County shall have access to any writings as described in section 9.1 above for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.
- 9.4 County shall have the right to audit all invoices and records of the Contractor related to this Agreement as required by State law. County may appoint an independent public accountant.
- 9.5 Contractor agrees that its financial records shall contain itemized records of all costs and be available for inspection in Stanislaus County within three (3) working days of the request by the County, State or Federal agencies.
- 9.6 Monitoring by County may be accomplished by the following non-exclusive means: field reviews, audit claims, monthly review of records.
- 9.7 Contractor shall be responsible for the procurement and performance of a fiscal and compliance audit for each Contractor's fiscal years included in term of this Agreement when Contractor reimbursement exceeds \$45,000 per fiscal year. Further, entities receiving in excess of \$750,000 in Federal funds annually 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 Title 2, Code of Federal Regulation (CFR) Part 200 as this applies to the auditing of states, local governments, institutions of higher education and non-profits.
- 9.8 The annual audit requirement in section 9.7 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 including but not limited to federal, state and local funds, during the fiscal year, are less than \$100,000.
  - B. The Contractor is in compliance with all other Agreement requirements.
  - C. An audit was performed on one of the preceding two (2) 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.

9.9 Contractor shall include in all fiscal audit reports an opinion which indicates whether program expenditures are allowable pursuant to the provisions of 45 CFR, Part 74, and all applicable State and Federal guidelines, policies and procedures.

9.10 Expenses incurred by Contractor to provide for the performance of an audit to satisfy said requirements are an allowable Agreement cost. Contractor is responsible for ensuring that the appropriate portion of audit costs are included with its total executed Agreement funds.

9.11 Contractor is responsible for submitting to County an audit report, prepared in accordance with section 9, within one hundred twenty (120) days of the end of the Contractor's fiscal year.

## 10. CONFIDENTIALITY

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

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

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

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

10.4 Contractor shall comply 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/pdf/medi-cal-data-privacy-and-security-agreement.pdf>.

11. NON-DISCRIMINATION

- 11.1 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, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. 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.
- 11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 11.3 Contractor shall have a formal process by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

12. ASSIGNMENT

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

13. 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.

14. NOTICE

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

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

To Contractor: Lilliput Children's Services  
Attention: Karen E. Alvord, CEO  
8391 Auburn Boulevard  
Citrus Heights, CA 95610

15. CONFLICTS

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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. GENERAL ACCOUNTABILITY

21.1 In the event of an audit exception or exceptions, the Contractor shall be responsible for the deficiency resulting from the Contractor's non-compliance with program requirements.

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

21.3 Any expenses the County incurs as a result of the Contractor's failure to perform as required by this Agreement are subject to recoupment by County through any form of legal action including withholding from payment for the services rendered under this Agreement.

22. CODE OF ETHICS

Contractor shall uphold the following Code of Ethics:

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

23. 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.

24. STATE ENERGY CONSERVATION PLAN

Contractor agrees to recognize the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan Title 24, California Administrative Code, as required by the U. S. Energy, Policy and Conservation Act (P. L. 94165).

25. CONVICTION OF CRIME

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

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

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

26. MATCHING FUNDS

These funds are not available for matching with federal state or local funds for this or any other Agreement unless certified by County.

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

27.1 County and Contractor recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this section, Contractor shall be referred to as the "prospective recipient".

27.2 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 section 27, of this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The prospective recipient further agrees that by entering this Agreement, it shall include a clause identical to section 27 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 section 27 of this Agreement is a material representation of fact upon which County placed reliance when this transaction was entered into.

28. COMPLIANCE WITH FALSE CLAIMS ACT

- 28.1 Contractor shall notify County immediately upon discovery of any employee of Contractor, any subcontractor, agent or other persons providing services, on behalf of Contractor who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Contractor, any subcontractor, agent or other persons providing services on behalf of Contractor, who is placed on the Medi-Cal Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at [www.medi-cal.ca.gov](http://www.medi-cal.ca.gov).
- 28.2 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.

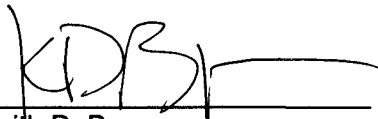
29. ENTIRE AGREEMENT

- 29.1 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.
- 29.2 This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same agreement.

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

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

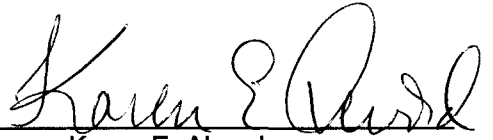
**COUNTY OF STANISLAUS**

By:   
Keith D. Boggs D.O.

Title: Assistant Executive Officer,  
GSA Director/Purchasing Agent

Dated: 3-17-17

**LILLIPUT CHILDREN'S SERVICES**

By:   
Karen E. Alvord

Title: Executive  
Chief Financial Officer

Dated: 2/24/17

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

By: 

Title: Deputy County Counsel

Dated: 2/21/17

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

By:   
For Kathryn M. Harwell

Title: ASSISTANT Director

Dated: 3/10/2017

**COUNTY OF STANISLAUS**

Approved per BOS Item #: 2017-96

Dated: 3/7/17



**LILLIPUT CHILDREN'S SERVICES  
 AGREEMENT TO PROVIDE  
 POST ADOPTION FAMILY SPECIALTY CAMP SERVICES  
 APRIL 1, 2017 THROUGH DECEMBER 31, 2017**

Request for Proposal #16-59-DQ issued by Stanislaus County GSA Purchasing Division; the Contractor's responding proposal; Information for Proposers; General Conditions, as well as any plans, specifications, addenda, and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference and made a part hereof (collectively, the "RFP"), together with this Agreement, comprise the contract and all services provided hereunder shall be performed in accordance therewith. In the event there is a conflict between the terms and conditions set forth in the RFP, then in such case, the terms and conditions of this Agreement shall prevail.

This Agreement may be funded in whole or in part with Federal funds and potentially subject to the Federal sub-recipient monitoring requirements per 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Federal Award Identification Number(s) of the Federal funds provided for this Agreement at the time of execution are:

Federal Award Identification Number	Fiscal Year of Award
1601CAFPSS	12/04/15

For a multi-year Agreement, future Federal Award Identification Numbers will be posted on [USAspending.gov](http://USAspending.gov) upon the publication of the fiscal year allocation awards.

**I. SCOPE OF WORK:**

- A. Contractor shall provide specific post-adoption clients the opportunity to attend a specialty camp as follows:

A five (5) day specialty camp for fifty-seven (57) County Post-Adoption family members at Mt. Cross, near Ben Lomond, California.

- B. Children who have been abused and neglected benefit from camp experience because camp helps to increase self-esteem and develop social skills.

Camp meets a variety of Service Plan Objectives in order to strengthen adoptive families, which include, but is not limited to the following:

1. Knowledge of Parenting and Child Development
  - Meeting a child's physical, emotional, medical and educational needs
  - Controlling anger and negative behavior
2. Social and Emotional Competence of Children
  - Providing emotional support for a child
  - Learning to treat others with respect
  - Taking responsibility for ones actions
3. Social Connections
  - Developing supportive interpersonal relationships

- C. Services shall be provided under this Agreement only to those clients and in those amounts authorized by County on an Encumbrance Form. County retains ultimate responsibility for determining eligibility of persons served under this Agreement, duration of services and assessing the continuing need for services. Services not authorized by an Encumbrance Form will not be compensated.
- D. Contractor shall provide required demographics and services for the children and their parents as described in EXHIBIT C and D, which is hereby incorporated by reference and made a part hereof.
- E. Contractor shall provide a list of served children and their parents under this Agreement.
- F. Contractor shall provide at least three (3) success stories, one for each customer service listed in EXHIBIT D, related to the contracted children and their parents.

II. COMPENSATION:

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

- A. Costs:
  - 1. The maximum amount of this Agreement for the period April 1, 2017, through December 31, 2017, shall not exceed \$29,482.68. This amount shall purchase a maximum of fifty-seven (57) units of service at a fixed rate of \$517.24 per unit of service.
  - 2. This is a fixed rate, per unit of service Agreement. One (1) unit of service equals one (1) camper slot.
- B. Contractor shall make no charge to the recipient and shall collect no share of cost.
- C. This Agreement shall be effective April 1, 2017, through December 31, 2017.
- D. Contractor agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Contractor costs, both indirect and direct, relative to this Agreement.
- E. Costs must comply with Federal grant reform and uniform guidance in Title 2, Code of Federal Regulation (CFR) Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. The changes included in Title 2, CFR 200 supersede and streamline requirements from several Office of Management and Budget (OMB) Circulars. The circulars included are A-21, A-50, A-87, A-102, A-110, A-122 and A-133. All equipment purchased by Contractor must be depreciated in accordance with 45 CFR 95.705. All equipment, materials, supplies or property of any kind purchased from funds reimbursed or furnished by County under the terms of this Agreement shall be fully consumed or aged out in the course of the Agreement/program. County reserves the right to physically reclaim any/all such property at the conclusion of the Agreement in accordance with 45 Code of Federal Regulations, Part 74, Administration of Grants.
- F. County shall not be required to purchase any definite amount of services nor does County guarantee to Contractor any minimum amount of funds or hours.

**G. Invoices:**

1. Contractor shall submit invoices, in a County specified format, by June 9, 2017.

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

2. Invoices shall be submitted to:

Stanislaus County Community Services Agency  
Attention: Accounts Payable Supervisor, E2A  
P.O. Box 42  
Modesto, CA 95353-0042  
(209) 558-2217  
or  
[AccountsPayableTeam@stancounty.com](mailto:AccountsPayableTeam@stancounty.com)

3. Invoice shall include the following: type and date of service, number of units of service billed, service rate, client name, Encumbrance Form number and total due.
4. To ensure compliance with Federal and State regulations, County may require additional supporting documentation or clarification of claimed expenses as follows:
  - a. County Accounts Payable staff shall notify Contractor to obtain necessary additional documentation or clarification.
  - b. Contractor shall respond within seventy-two (72) hours with required additional documentation or clarification to avoid disallowances/partial payment of invoice.
  - c. All invoices containing expenses that need additional documentation or clarification not provided to County within seventy-two (72) hours of request shall have those expenses disallowed and only the allowed expenses shall be paid.
  - d. Contractor may resubmit disallowed expenses as a supplemental invoice only and must be accompanied by required documentation.

**H. Payments:**

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

## EXHIBIT B

### Insurance Required for Most Contracts

*(Not for Professional Services or Construction Contracts)*

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
3. **Workers' Compensation** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

**Application of Excess Liability Coverage:** Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

***Additional Insured Status***

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

***Primary Coverage***

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

***Reporting***

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

***Waiver of Subrogation***

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

***Acceptability of Insurers***

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, 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 Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

***Claims Made Policies***

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

***Verification of Coverage***

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Subcontractors***

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

***Special Risks or Circumstances***

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Insurance Limits***

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

APPROVED AS TO INSURANCE CONTENT:

Stanislaus County

Chief Executive Office – Risk Management Division

By: *Kevin Watson*

Name: Kevin Watson

Title: Liability & Insurance Manager

Date: 01/27/2017

Vendor: Lilliput Children's Services





**STANISLAUS COUNTY COMMUNITY SERVICES AGENCY**

FY 16/17

**QUARTERLY AGE, LANGUAGE, ETHNICITY and SERVICE REPORT**

FOR PSSF Adoption Promotion

TYPE YOUR AGENCY NAME HERE  
ADDRESS

Lilliput Children's Services  
8391 Auburn Blvd.  
Citrus Heights, CA 95610

FUNDING SOURCE\*

PSSF  CBCAP

PROGRAM NAME

LILLIPUT CHILDREN'S SERVICES

SERVICE MONTH

\_\_\_\_\_

INVOICE DATE

\_\_\_\_\_

Direct Services Provided

includes the following direct service activities:

Ethnic Origin		Customers Receiving Services				FAMILIES
		CHILDREN		Adults (19 yr - older)		
		without disabilities	with disabilities	without disabilities	with disabilities	
a.	White (non-Hispanic)					
b.	Hispanic or Latino					
c.	Black non-hispanic					
d.	Asian					
e.	American Indian/Alaska Native					
f.	Native Hawaiian & Other Pacific Islander					
g.	Two or more races					
h.	Other					
		<b>DO NOT WRITE BELOW THIS LINE</b>				
		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.