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

DEPT:	Community Services Agency	BOARD AGENDA #:	*B-10
		AGENDA DATE: June	27, 2017
SUBJEC	CT:		
Preventi Center f	I to Award Three-Year Agreements for on, Early Intervention and Support Servicor Human Services (Areas B,C,G), Parent R d Family Services (Areas E,F)	es to Children to ASPIF	RAnet (Area A),
BOARD	ACTION AS FOLLOWS:	<b>No.</b> 2017-	348
On motio	n of Supervisor _Withrow, Second by the following vote,	conded by Supervisor <u>Olsen</u>	
Ayes: Su	oved by the johowing vote,		
	pervisors: Olsen, Withrow, Monteith, DeMartini, and		
	pervisors: None		
<b>Excused</b>			
Excused Abstainir	pervisors: None or Absent: Supervisors: None		
Excused Abstainir	pervisors: <u>None</u> or Absent: Supervisors: <u>None</u> ng: Supervisor: <u>None</u>		
Excused Abstainir 1) X 2)	pervisors: <u>None</u> or Absent: Supervisors: <u>None</u> ng: Supervisor: <u>None</u> Approved as recommended		
Excused Abstainir 1) X 2)	pervisors: None or Absent: Supervisors: None ng: Supervisor: None Approved as recommended Denied Approved as amended		

EST: ELIZABETH A. KING, Clerk of the Board of Supervisor

File No.

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

**DEPT:** Community Services Agency

Routine

**BOARD AGENDA#**:

\*B-10

Urgent O

CH

AGENDA DATE: June 27, 2017

CEO CONCURRENCE:

4/5 Vote Required: Yes O

No ⊙

# SUBJECT:

Approval to Award Three-Year Agreements for the Provision of Child Abuse/Neglect Prevention, Early Intervention and Support Services to Children to ASPIRAnet (Area A). Center for Human Services (Areas B.C.G), Parent Resource Center (Area D), and Sierra Vista Child and Family Services (Areas E.F)

#### STAFF RECOMMENDATIONS:

- 1. Approve the award of the three-year agreements by the Community Services Agency for the provision of child abuse/neglect prevention, early intervention and support services to ASPIRAnet (Area A), Center for Human Services (Areas B,C,G), Parent Resource Center (Area D), and Sierra Vista Child and Family Services (Areas E,F).
- 2. Authorize the Community Services Agency Director, or her designee, to sign the agreements, and any amendments up to \$75,000 with ASPIRAnet (Area A), Center for Human Services (Areas B.C.G). Parent Resource Center (Area D) and Sierra Vista Child and Family Services (Areas E,F) to provide child abuse/neglect prevention, early intervention and support services to children in Family Resource Centers.

## **DISCUSSION:**

On January 24, 2017 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 child abuse/neglect prevention, early intervention and support services to children in Family Resource Centers.

The goal of the RFP was to generate at least one proposal for each specific geographical area of Stanislaus County for the provision of family resource/differential response services. The RFP requested potential proposers to submit a separate proposal for each Area they were interested in serving. The following table illustrates the seven geographical areas requested to be served:

Area	Zip Code Service Area	Locations
Α	95380,95382	Turlock
В	95313,95360,95363	West County: Patterson, Crowslanding,
	95385,95387	Newman, Vernalis, Westley
С	95307, 95328	Ceres, Keyes
D	95351,95354,95358	Modesto
Е	95350,95355,95356	North Modesto, Salida
	95357,95368	
F	95316,95319,95323,	South East County: Hughson, Denair,
	95326,95329,	Empire, Hickman, Keyes, La Grange,
	95357,95386	Empire, Waterford
G		North East County: Oakdale, Valley
	95230,95361,95367	Home, Riverbank

RFP 17-17-DQ was issued on March 2, 2017 and sent electronically to 619 vendors, 43 of which downloaded the RFP. A non-mandatory pre-proposal conference was held on March 14, 2017 and five vendors were in attendance. The RFP closed on April 6, 2017 and GSA received complete responses from the five vendors listed below:

- ASPIRAnet Turlock, CA
- Center for Human Services (CHS) Modesto, CA
- The Catholic Council for the Spanish Speaking of the Diocese of Stockton (El Concilio)
   Stockton, CA
- Parent Resource Center Modesto, CA
- Sierra Vista Child and Family Services Modesto, CA

All proposers met the minimum qualifications set forth in Phase I of the Evaluation Phase, which included a financial review. A committee of three evaluators was selected to further evaluate the proposals. The Evaluation Committee was comprised of representatives from the County's Probation Department, Mariposa County Human Services and First 5 San Joaquin County.

The Evaluation Committee completed Phase II, which consisted of a review and evaluation of each proposer's qualification proposal along with the proposed budget. Interviews were held for any area which received more than one proposal. In this case, Area D was the only one that received two proposals. Interviews were held for the two Area D proposers: Parent Resource Center and The Catholic Council for the Spanish Speaking of the Diocese of Stockton (El Concilio). The scores of each member of the Evaluation Committee were averaged to determine the actual Phase II score for each finalist.

Phase II Total Available Points Total Average 100 Points
Area A - ASPIRAnet 83.67

	100	Points
Area A - ASPIRAnet		83.67
Area B – Center for Human Services		89.33
Area C – Center for Human Services		88.33
Area D – Parent Resource Center		86.33
Area D – Catholic Council for the Spanish		64.33
Speaking of the Diocese of Stockton (El		
Concilio)		
Area E – Sierra Vista Child & Family Services		85.33
Area F – Sierra Vista Child & Family Services		87.67
Area G – Center for Human Services		87.33

Awards were made to the vendors whose proposals best met the criteria set forth in the RFP and provides the best value to the County, with proposed budgets and all other factors considered.

## **POLICY ISSUE:**

Approval of the agreements with ASPIRAnet (Turlock), Center for Human Services (West County/Patterson, Ceres/Keyes, and East County/Oakdale), Parent Resource Center (Modesto) and Sierra Vista Child and Family Services (North Modesto/Salida and South East County/Hughson) 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 total cost of the Child Abuse/Neglect Prevention, Early Intervention and Support Services FRC agreements is \$2,459,357 for the period of July 1, 2017 through June 30, 2018. Of the \$2,459,357 for Fiscal Year 2017-2018, the Children and Families Commission will contribute \$1,559,357 and CSA will contribute \$900,000. CSA's contribution for the services delivered by the Family Resource Centers comes from Federal and State funding provided through Promoting Safe and Stable Families (PSSF), Child Abuse Prevention Intervention and Treatment (CAPIT), and Child Welfare Services Outcome Improvement Project (CWS OIP) funds. CSA and the Children and Families Commission appropriations and estimated revenues for the remaining two years of the awarded agreements is projected to be sustained at the Fiscal Year 2017-2018 funding level.

The recommended annual maximum agreement amounts are listed below by vendor, area and zip code service area:

Vendor	Area	Zip Code Service Area	Annual Maximum Amount
Aspiranet - Turlock	Α	95380,95382	\$286,518
Center for Human Services-	В	95313,95360,95363	
West County		95385,95387	\$294,057
Center for Human Services-	С		
Ceres, Keyes		95307, 95328	\$264,431
Parent Resource Center-	D		
Modesto		95351,95354,95358	\$619,124
Sierra Vista Child & Family	E		
Services – North Modesto,		95350,95355,95356	
Salida		95357,95368	\$560,523
Sierra Vista Child & Family	F	95316,95319,95323,	
Services – South East County		95326,95329,	
		95357,95386	\$202,201
Center for Human Services-	G		
North East County		95230,95361,95367	\$232,503
Total Agreements			\$2,459,357

Appropriations and estimated revenues to support these agreements have been included in the Community Services Agency's (CSA) Fiscal Year 2017-2018 Proposed Budget submission. The ongoing appropriations and revenues for the awarded contracts will be included in CSA's and the Children and Families Commission budget submission for the succeeding fiscal years. There is no impact to the County General Fund.

Cost of recommended action:		\$	2,459,357
Source(s) of Funding:			
CSA Federal and State Funding	\$ 900,000		
Children and Families Commission	\$ 1,559,357	_	
Funding Total:		\$	2,459,357
Net Cost to County General Fund		\$	_

Fiscal Year:	2017/2018
Budget Adjustment/Appropriations needed:	No

#### **BOARD OF SUPERVISORS' PRIORITY:**

Approval of these requests supports the Board's Priorities of A Health Community, Effective Partnerships and Efficient Delivery of Public Services by contracting with a community provider to deliver services needed to enhance the lives of former foster youth in our community in a cost effective manner.

#### STAFFING IMPACT:

Community Services Agency staff is available to support these contracts at current contract 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:**

Keith Boggs, County Purchasing Agent (209) 525-6319 Christine Huber, CSA Assistant Director (209) 558-2500

# ATTACHMENT(S):

- 1. ASPIRAnet Agreement (Area A)
- 2. Center for Human Services Agreement (Area B)
- 3. Center for Human Services Agreement (Area C)
- 4. Parent Resource Center (Area D) Agreement
- 5. Sierra Vista Child and Family Services Agreement (Area E)
- 6. Sierra Vista Child and Family Services Agreement (Area F)
- 7. Center for Human Services Agreement (Area G)

# Attachment 1

# COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY AGREEMENT TO PROVIDE FAMILY RESOURCE CENTERS AND SERVICES JULY 1, 2017 THROUGH JUNE 30, 2020

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 (TURLOCK FAMILY RESOURCE CENTER) ("Consultant"), a California non-profit corporation, with an effective date of July 1, 2017.

#### 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**

#### 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 Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or it subconsultants under this Agreement are not works for hire, Consultant hereby assigns to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities. Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County releases Consultant and its subconsultants from all liability associated with the reuse of such documents.
- 1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner 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 Consultant; provided, however, that such schedule is a subject to review by and concurrence of the County.
- 1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and county laws,

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

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

#### 2. CONSIDERATION

- 2.1 The Consultant shall be compensated either on a time and materials basis or a lump sum 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 invoice period, which the County shall pay in full within thirty (30) days of the date each invoice is approved by the County. The statement shall generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.
- 2.4 County shall not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- 2.5 Payments of all services provided in accordance with the provisions of this Agreement are contingent upon the availability of County, state and federal funds.

#### TERM

- 3.1 The term of this Agreement shall be from the Effective Date **through June 30, 2020**, 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 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 section 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,
  - 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 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 AND COMPLIANCE WITH LAWS

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

Consultant shall comply with all applicable local state and federal laws rules and regulations.

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.

#### Insurance

Coverage Required: Consultant 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.

#### DEFENSE AND INDEMNIFICATION

- 7.1 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.
- 7.2 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.

7.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

#### 8. STATUS OF CONSULTANT

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 Consultant is permitted to provide services to others during the same period service is 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.

8.8 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.

#### RECORDS AND AUDITS

- 9.1 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.
- 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 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.
- 9.4 County shall have the right to audit all invoices and records of the Consultant related to this Agreement as required by state law. County may appoint an independent public accountant.
- 9.5 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.
- 9.6 Monitoring by County may be accomplished by the following non-exclusive means: field reviews, audit claims, monthly review of records.
- 9.7 Consultant shall be responsible for the procurement and performance of an annual fiscal and compliance audit for each Consultant's fiscal years included in the term of this Agreement when Consultant's reimbursement exceeds \$45,000 per fiscal year.
- 9.8 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-profit.
- 9.9 For Consultants who have biennial audits completed, the audit must cover both years within the biennial period.
- 9.10 The audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.

- 9.11 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.
- 9.12 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.
- 9.13 Consultant 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 Consultant's fiscal year.

#### 10. 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:

- 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 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.
- 10.4 Consultant 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 <a href="http://www.stanworks.com/other-services/pdf/medi-cal-data-privacy-and-security-agreement.pdf">http://www.stanworks.com/other-services/pdf/medi-cal-data-privacy-and-security-agreement.pdf</a>.

#### 11. Non-discrimination

During the performance of this Agreement, Contractor and its officers, employees, agents, 11.1 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 including perception of a 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 and 1102; 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 Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 11.3 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.

#### 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.

#### 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 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

930 15<sup>th</sup> Street Modesto, CA 95354

To Consultant: Aspiranet

Attention: Vernon Brown, Executive Director

400 Oyster Point Blvd., Suite 501 South San Francisco, CA 94080

#### 15. 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.

#### 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 Consultant shall be responsible for the deficiency resulting from the Consultant's non-compliance with program requirements.
- 21.2 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.
- 21.3 Any expenses the County incurs as a result of the Consultant'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

Consultant shall uphold the following Code of Ethics:

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

#### 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

Consultant 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).

#### Conviction of Crime

- 25.1 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.
- 25.2 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.
- 25.3 Consultant shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1 through 11165.6. Consultant shall require each employee, volunteer, consultant, subcontractor or agency to sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166(a) and shall comply with the provisions of the code section.

#### 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 Consultant recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this section, Consultant 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 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 <a href="https://www.medi-cal.ca.gov">www.medi-cal.ca.gov</a>.
- 28.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Consultant shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Consultant the policies and procedures related to the Federal and

State False Claims Act. Consultant 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 <a href="http://www.co.stanislaus.ca.us/BOS/Agenda/2007/20070508/B07.pdf">http://www.co.stanislaus.ca.us/BOS/Agenda/2007/20070508/B07.pdf</a> and that it and its employees, subcontractors, agents and other persons providing services on behalf of Consultant shall adhere to these policies and procedures.

#### 29. MISCELLANEOUS REQUIREMENTS

- 29.1 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.
- 29.2 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.
- 29.3 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: <a href="http://www.stanprop10.org/pdf/commission-policies-procedures.pdf">http://www.stanprop10.org/pdf/commission-policies-procedures.pdf</a>

#### 30. 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 activities.

#### 31. ENTIRE AGREEMENT

31.1 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.

31.2 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	<u>ASPIRANET</u>
By:  Keith D. Boggs D. a.  Assistant Executive Officer	ву:
GSA/Purchasing <sup>\*</sup> Agent	Title: <i>LEO</i>
Dated: 8 · 17 · 17	Dated: 6/13/17
APPROVED AS TO CONTENT: STANISLAUS COUNTY CHILDREN AND FAMILIES COMMISSION	APPROVED AS TO CONTENT: COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY
By:  David T. Jones  Executive Director	By: Christine Huber Assistant Director
Dated: 6/7/2017	Dated: 1/5/17
APPROVED AS TO FORM: COUNTY COUNSEL	COUNTY OF STANISLAUS
By: Jack Doering	Approved per BOS Item #: 2017.348
County Counsel	Dated: 6 - 27 - 17
Dated: 4/9/17	Approved per CFC Item #: VI-C-1
	Dated: 05/23/2017

# **EXHIBIT A - SCOPE OF WORK**

# Aspiranet Turlock Family Resource Center

# AGREEMENT TO PROVIDE FAMILY RESOURCE CENTERS AND SERVICES JULY 1, 2017 THROUGH JUNE 30, 2020

Aspiran	et has been determined to be a Sub reci	pient of a Federal Av	vard.
Federa	l Award Identification Information (	(Applicable to Sub	award)
a.	Sub recipient Name (which must match the unique entity i	Aspiranet – Turlock	
Ъ.	Sub recipient Unique Entity Identifier Number		94-2442955
c.	Federal Award Identification Number (FAIN)		1701CAFPSS 1701CAFPCV
d.	Federal Award Date (most recent)		2017 2017
e.	Sub award Period of Performance	Start Date	July 1, 2017
		End Date	June 30, 2020
f.	Amount of Federal Funds Obligated b	y this action	\$27,830
g,	Total amount of Federal Funds Obliga recipient	ited to Sub	\$83,490
h.	Total amount of the Federal Award	Unavailable at the time of contract execution. Will be available at a later date at usaspending.gov - column BU	
i.	Federal award project description*		County Administered, State Supervised program, PSSF is used to support family preservation and family reunification efforts. The funds are primarily allocated to the counties (90%), with CDSS using 10% for statewide contracts.
j.	Name of Federal awarding agency,		U.S. Department of Health and Human Services – Administration for Children and Families.
-	Pass through entity,		Stanislaus County
	And contact information for awarding official		Kathryn M. Harwell, Director Community Services Agency P.O. Box 42 Modesto, CA 95353
	CEDA	Number	93.556
k	CFDA	Name	Promoting Safe and Stable Familie (PSSF)
1.	Is the award research and development?		No
П	m. Indirect cost rate for the Federal award (including if the de minimus rate is charged per §200.414 Indirect (F&A) costs.		

For a multi-year Agreement, future Federal Award Identification Numbers will be posted on USAspending.gov upon the publication of the fiscal year allocation awards.

#### 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 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), and Child Welfare Services (CWS) after care services to children 0 through 17 as well 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, Turlock, CA 95382 to residents of Stanislaus County.

Services are listed in priority order in accordance with the Priorities Plan adopted by the Commission in December, 2014. Services to be provided under this agreement are limited to:

<u>Service</u>	Service Locations
Case Management	Family Resource Centers Mobile (Client Homes)
Parenting Classes	Family Resource Centers
Family/Child Crisis Support	Family Resource Centers Mobile (Client Homes)
Pregnancy/Infant Support Groups	Family Resource Centers without Healthy Birth Outcomes (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
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

Health Insurance Enrollment

Family Resource Centers Mobile (Community Events)

### 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, at least one time each year, 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 2160 Geer Road, Turlock, CA 95382 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 and CSA (currently using Burns).
- · 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 trauma informed group and individual mental health counseling to caregivers of children 0-5.
- Consultant shall provide developmental screenings to children 0-5 which includes 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 be available for a joint home visit with Community Services Agency staff within three business days of notice.
- Consultant shall provide all services described in SCOARRS (Exhibit D).

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

Desired Result: Families are supported and safe in communities that are capable of supporting 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 school ready.
- 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 healthy pregnancy and child health and safety.
- Children 0-5 are enrolled in health insurance.

#### 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, and CWS after care services shall be provided to Stanislaus County families with children 0 through 17 years of age with children ages 0 through 5 reported separately.

#### VII. REPORTS AND CONTRACT MONITORING

A. Consultant shall report **quarterly** to CSA and Commission staff using SCOARRS (Exhibit D) forms and Program Statistical reports for PSSF and CAPIT (Exhibit E) or other forms provided by the Commission or CSA.

Reports shall be sent to the following emails:

- CSAreports@stancountv.com
- CFCReports@stancounty.com
- B. Consultant shall submit a Differential Response Client Data Sheet (DR Client Data Sheet) monthly via email to <a href="mailto:DRClientData@stancounty.com">DRClientData@stancounty.com</a>.
- 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, 2017, 2018, and 2019
  - Quarter 2 (October-December): January 31, 201B, 2019, and 2020
  - Quarter 3 ([anuary-March]: April 30, 2018, 2019, and 2020
  - Quarter 4 (April-June): July 31, 2018, 2019, and 2020
- D. Consultant shall submit to Commission and CSA staff an annual report in the format provided by the Commission or CSA. Annual report shall be submitted no later than 30 days after the fiscal year end or termination date of the agreement to:
  - CSAreports@stancounty.com
  - CFCReports@stancountv.com
- E. Consultant shall have a representative attend all Commission's Quarterly Contractor Meetings.
- F. Consultant shall participate in an activity and/or assessment regarding collaboration efforts and outcomes.
- G. 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.
- H. Consultant will assist in the monitoring and evaluation of the program according to this Scope of Work (Exhibit A) and supporting evaluation documents.

#### VIII. EVALUATION

Consultant shall collect and supply 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 described in VII-F.

#### 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, 2018, 2019, and 2020 (for Quarter 2 survey) and July 31, 2018, 2019, and 2020 (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 VII-F.

#### XI. COMPENSATION

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

- A. This Agreement shall be effective July 1, 2017 through June 30, 2020.
- B. Costs:
  - 1. The maximum amount of this Agreement for the period July 1, 2017 through June 30, 2020 shall not exceed \$859,554. The maximum amount per fiscal year is as follows:

```
July 1, 2017 through June 30, 2018 shall not exceed $286,518 July 1, 2018 through June 30, 2019 shall not exceed $286,518 July 1, 2019 through June 30, 2020 shall not exceed $286,518
```

- This is a cost reimbursement Agreement. The costs attendant to the provision of service are described in EXHIBIT C which is hereby incorporated by reference and made a part hereof.
- 3. Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT C, or as the budget is thereafter amended or obligated.

- 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.

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.

- E. 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 C, having useful life of three (3) years or greater, and a value in excess of Five Hundred Dollars (\$500.00) 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 of 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.
- F. County shall not be required to purchase any definite amount of services nor does County guarantee to Consultant any minimum amount of funds or hours.
- G. Billings:
  - 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 2018 is due June 6, 2018
    - June 2018 is due June 13, 2018
    - May 2019 is due June 5, 2019
    - June 2019 is due June 12, 2019
    - May 2020 is due June 3, 2020
    - June 2020 is due June 10, 2020

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

930 15th Street Modesto, CA 95354 (209) 558-6218

- 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.
- 4. In addition, Consultant will submit a monthly report, in a County specified format, indicating client populations, clients' age and services rendered.

#### XII. PAYMENTS

- 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.stanprop10.org/partner.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.

# EXHIBIT B

# Insurance Requirements for Professional Services

Consultant 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 by the Consultant, its agents, representatives, or employees.

#### 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 \$1,000,000 per 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 Consultant or the Consultant'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 Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 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.
  - (Not required if consultant provides written verification it has no employees)
- Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant 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 higher limits maintained by the Consultant. 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

Consultants 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 and the Auto Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant 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 Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

#### **Primary Coverage**

For any claims related to this contract, the **Consultant's insurance coverage shall** be primary insurance 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 Consultant'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, employee's, agents or volunteers.

#### Notice of Cancellation

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

#### Waiver of Subrogation

Consultant hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant 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 Consultant to 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 coverage on a claims-made basis:

- 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 Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

#### Verification of Coverage

Consultant 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 Consultant'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**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant 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 Consultant and Consultant's officers, employees, agents, representatives or subcontractors. Consultant's obligation to defend, indemnify and hold the County, 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 Consultant 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: Leven Wat

Name: \_Kevin Watson

Title: Liability & Insurance Manager

Date: 06/06/2017

Vendor: Aspiranet

#### **EXHIBIT B**

### **Insurance Requirements for Professional Services**

Consultant 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 by the Consultant, its agents, representatives, or employees.

#### 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 \$1,000,000 per 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 Consultant or the Consultant'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 Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 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.
  - (Not required if consultant provides written verification it has no employees)
- Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant 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 higher limits maintained by the Consultant. 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

Consultants 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 and the Auto Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant 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 Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

#### Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance 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 Consultant'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, employee's, agents or volunteers.

#### Notice of Cancellation

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

#### Waiver of Subrogation

Consultant hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant 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 Consultant to 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 coverage on a claims-made basis:

- 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 Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

#### Verification of Coverage

Consultant 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 Consultant'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

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant 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 Consultant and Consultant's officers, employees, agents, representatives or subcontractors. Consultant's obligation to defend, indemnify and hold the County, 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 Consultant 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: Aurent Work Name: Kevin Watson Title: Liability & Insurance Manager Date: 06/06/2017 Vendor: Aspiranet

### EXHIBIT C 2017/2018 FISCAL YEAR BUDGET

repared By (Name & Number):	Pamela	Huntley 209	-668-6	118			
DESCRIPTION	PROP 1	D FUNDING	(from C Ag	ency)	OTHER CASH FUNDING (Identify)	1	FOTAL.
	PILIPERA		SONNEL	ASISTEM S			AFARCSUS.
Salary/Wages	\$	163,217				\$	163,217
Fringe Benefits	\$	37,540	\$		\$	\$	37,540
Subtotal Personnel Costs						\$	200,757
Post / Longo	\$	21,034	2 (Obe	rating Expens	ses)	\$	21,034
Rent/Lease	\$	3,660				\$	3,660
Maintenance/Janitorial/Lanscape/Bldg. Utilities	\$	2,222	-	+	-	\$	2,222
	\$	2,448				\$	2,448
Communication/Telephone	\$	1,136	_	-		\$	1,136
Office Supplies/Postage	\$	800		-		\$	800
Printing/Advertising Equipment Lease	\$	1,079		-		\$	1,079
General Liability Ins.	\$	4,851		-		\$	4,851
Equipment Maintenance	\$	100				\$	100
Mileage/Travel	\$	6,410				\$	6,410
Training/Conferences	s	551	-			\$	551
Employee physicals	\$	200	-			\$	200
Food/Events	S	500	-			\$	500
Program Supplies	\$	1,500	-			\$	1,500
Client Support/Crisis Fund	\$	500				\$	500
Contract services	\$	2,404				S	2,404
Special Activities	\$	500	-		*	\$	500
Other (Bank Fees)	\$	264				\$	264
Data/Network	\$	4,285	_			5	4,285
IT Outsource	\$	11,241	-	-		\$	11,241
Community Clothing Drive	\$	11,011	\$	-		\$	
Storage Unit(s)			\$	1,812		\$	1,812
Starbucks Christmas Toy Drive	-		\$	3,100		\$	3,100
Book/Literacy/Library	1		\$	500		\$	500
Mom's Club			-			\$	
Subtotal Services & Supplie	s \$	65,685	\$	5,412	\$	- \$	71,097
Indirec		20,076				\$	20,07
Emilia de la companya	An order		ED ASS	ETS	USAN CONTRACTOR	1128.06	SET OF MEN
Buildings and Improvements			1100			\$	
Equipment (Specify)	-					\$	*
Subtotal Fixed Asse	8 8		\$		\$	- 5	Share its
TOTA		286,518		5,412		- \$	291,930
				VOICE TO PRO		restar	8.67-11-18
July \$ 23,876.50		January		23,876.50			
August \$ 23,876.50		February		23,876.50	-		
September \$ 23,876.5		March	_	23,876.50			
October \$ 23,876.5		Apri		23,876.50	-		
November \$ 23,876.5			\$	23,876.50	•		
December \$ 23,876.5			\$	23,876.50	-		
December \$ 23,670.3	-	June	Ψ	23,070.30	-		

### EXHIBIT C 2018/2019 FISCAL YEAR BUDGET

v Resou			EAR BU			
Pamela	Huntley 209	-668-61	18			
PROP 1		(from Co Ago	ontracted	OTHER CASH FUNDING (Identify)		FOTAL
		SONNEL				Autonomorphic
-	-				1	163,217
						37,540
					· \$	200,757
		ES (Oper	rating Expens	ses)		
-		-	-			21,034
-					+	3,660
					-	2,222
						2,448
						1,136 800
Company of the Company		-			- 1	1,079
						4,851
						6,410
			-+			551
-						200
					-	500
						1,500
						500
		-	<u> </u>		-	2,404
						500
			-			264
						4,285
-						11,241
-+		\$	1.812		-	1,812
-		-				3,100
-		_				500
				-	-	50,000
ies \$	65,685			\$		121,097
						20,07
ALTERNA			TS	Production Laboration	11.00	O MARKET
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ets \$		S	Not Hit !	\$	- \$	
'AL \$	286,518	\$	55,412	\$	- \$	341,930
ESTI	MATED MONT	HLY INV	OICE TO PRO	OP 10		
50	January	\$	23,876.50			
50			23,876.50			
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50	Apr	1 \$	23,876.50			
50	-					
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.50	jun	e \$	23,876.50			
	PROP 1  \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	PER \$ 163,217 \$ 37,540 \$ \$ 200,757  SERVICES & SUPPLII \$ 21,034 \$ 3,660 \$ 2,222 \$ 2,448 \$ 1,136 \$ 800 \$ 1,079 \$ 4,851 \$ 100 \$ 6,410 \$ 551 \$ 200 \$ 500 \$ 1,500 \$ 551 \$ 200 \$ 1,500 \$ 1,	PROP 10 FUNDING (from C)  PERSONNEL  \$ 163,217 \$ 37,540  \$ \$ 200,757 \$ SERVICES & SUPPLIES (Oper S) \$ 21,034 \$ 3,660 \$ 2,222 \$ 2,448 \$ 1,136 \$ 800 \$ 1,079 \$ 4,851 \$ 100 \$ 6,410 \$ 551 \$ 200 \$ 551 \$ 200 \$ 500 \$ 1,500 \$ 500 \$	Pamela Huntley 209-668-6118    IN-KIND*   PROP 10 FUNDING	Pamela Huntley 209-668-6118    IN-KIND*	Pamela Huntley 209-668-6118

### EXHIBIT C 2019/2020 FISCAL YEAR BUDGET

Contract (Agency): Aspiranet Prepared By (Name & Number):	Pamela	Huntley 209	-668-61	118			
DESCRIPTION	400	0 FUNDING	IN-l (from C Ag	KIND* ontracted ency)	OTHER CASH FUNDING (Identify)	Т	'OTAL
		The State of	SONNEL		<b>经关注</b> 为"是是	4 1 4 4	Walley Co.
Salary/Wages	\$	163,217				\$	163,217
Fringe Benefits	\$	37,540				\$	37,540
Subtotal Personnel Cos		200,757			\$	\$	200,757
		CES & SUPPLIE	S (Ope	rating Expens	ses)	49,000	24.004
Rent/Lease	\$	21,034				\$	21,034
Maintenance/Janitorial/Lanscape/Bldg.	\$	3,660				\$	3,660
Utilities	\$	2,222				\$	2,222
Communication/Telephone	\$	2,448		-		\$	2,448
Office Supplies/Postage	\$	1,136				\$	1,136
Printing/Advertising	\$	800	_			\$	800
Equipment Lease	\$	1,079				\$	1,079
General Liability Ins.	\$	4,851				\$	4,851
Equipment Maintenance	\$	100	-			\$	100
Mileage/Travel	\$	6,410 551		-		\$	6,410 551
Training/Conferences	\$	200				\$	200
Employee Physicals Food/Events	\$	500	-			\$	500
	\$	1,500		-	Acres April	\$	1,500
Program Supplies	\$	500		-		\$	500
Client Support/Crisis Fund Contract services	\$	2,404				\$	2,404
Special Activities	\$	500	-		-	\$	500
	5	264				\$	264
Other (Bank Fees) Data/Network	\$	4,285				\$	4,285
IT Outsource	\$	11,241				\$	11,241
Community Clothing Drive	\$	11,241	\$			\$	11,241
Storage Unit(s)			\$	1,812		\$	1,812
Starbucks Christmas Toy Drive			\$	3,100		\$	3,100
Book/Literacy/Library			\$	500		\$	500
BBB donation	1		\$	50,000		\$	50,000
Subtotal Services & Suppl	liec \$	65,685	\$	55,412	S	- \$	121,097
	ect \$	20,076		30,415	4	\$	20,07
NO SECURITION OF THE PROPERTY	CCC 4		ED ASSI	erc .	or manufacture	all Solido	20,07
Buildings and Improvements		riki	LD A331	113		\$	
Equipment (Specify)	-	-	-			\$	-
Subtotal Fixed Ass	sets \$	1017/08/2018	\$	STREETS.	5	- \$	P. Brita II To G
	TAL \$	286,518		55,412		- \$	341,930
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	THE RESERVE OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN	MATED MONT	4			1.7	
July \$ 23,876.		January		23,876.50			
August \$ 23,876		February	_	23,876.50			
September \$ 23,876		March		23,876.50			
October \$ 23,876		Apri		23,876.50	-		
November \$ 23,876			\$	23,876.50	-		
December \$ 23,876	_	-	e \$	23,876.50	-		
\$143,2		julii		20,070,30	-		
TOTAL (Equals Prop 10 Fundi	-	286,518	2				
TO LAT (CANSIS LLOD TO LAUGH	ng) 🤏	500,310	4				





It's All About The Kids

## 2017-2018 Stanislaus County Outcomes And Results Reporting Sheet (SCOARRS)

Date:		Reporting for Quarter
Agency:	Prepared by:	☐ 1 <sup>st</sup> Quarter
Program Name:	Phone Number:	☐ 2 <sup>nd</sup> Quarter
	Email:	☐ 3 <sup>rd</sup> 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 sociallybehaviorally ready to enter school

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
1.FRC Staff will provide	a. # of Non-DR children 0-5 receiving any Prop 10 services	a. # of Non-DR children 0-5 receiving any Prop 10 services	(b) / (a) = % of Non-DR children 0-5 whose	
an FDM assessment to the caregivers of children (DR, After Care, & Non-DR). • 65% of Non-DR	b. # of Non-DR children 0-5 whose caregivers received a first FDM assessment	b. # of Non-DR children 0-5 whose caregivers received a first FDM assessment	caregivers received a first FDM assessment  (c) / (a) =% of Non-DR children 0-5 whose	
children 0-5's caregivers will receive a second FDM assessment.	c. # of Non-DR children 0-5 whose caregivers received a second FDM assessment	c. # of Non-DR children 0-5 whose caregivers received a second FDM assessment	caregivers received a second FDM assessment  (e) / (d) = % of DR referred children 0-5 whose	
<ul> <li>65% of DR referred children (all ages) whose caregivers respond to a contact</li> </ul>	d# of referred DR children 0-5	d. # of referred DR children 0-5	caregivers responded to a contact	
<ul> <li>respond to a contact will receive a second FDM assessment.</li> <li>30% of all Aftercare children (all ages) whose caregivers respond to a contact will receive a second FDM assessment.</li> </ul>	e. # of referred DR children 0-5 whose caregivers responded to a contact.	e. # of referred DR children 0-5 whose caregivers responded to a contact.	(f) / (e) =%  of DR children 0-5 whose caregivers responded to a contact and received a first  FDM assessment	
	f. # of DR children 0-5 whose caregivers received a first FDM assessment	f. # of DR children 0- 5 whose caregivers received a first FDM assessment	(g) / (e) = % of DR children 0-5 whose caregivers responded to a	
	g. # of DR children 0- 5 whose caregivers received a second FDM	g# of DR children 0- 5 whose caregivers received a second FDM assessment	contact and received a second FDM assessment	

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
	assessment		(i) / (h) = % of DR referred children (all ages)	
	h. # of referred DR children (all ages).	h. # of referred DR children (all ages).	whose caregivers responded to a contact  (j) / (i) =  %	
	i. # of referred DR children (all ages) whose caregivers responded to a contact.	i. # of referred DR children (all ages) whose caregivers responded to a contact.	of DR referred children (all ages) whose caregivers responded to a contact and received a first FDM assessment	
	j. # of DR children (all ages) whose caregivers responded to a contact and received a first FDM assessment	j. # of DR children (all ages) whose caregivers responded to a contact and received a first FDM assessment	(k) / (i) =%  of DR referred children (all ages) whose caregivers responded to a contact and received a second FDM	
	k. # of DR children (all ages) whose caregivers responded to a contact and received a second FDM assessment	k. # of DR children (all ages) whose caregivers responded to a contact and received a second FDM assessment	assessment  (e) / (d) = % of DR  referred children 0-5 whose caregivers responded to a  contact	
	l. # of referred DR children 0-5	l. # of referred After Care children 0-5	(f) / (e) =% of DR children 0-5 whose	
	m. # of referred DR children 0-5 whose caregivers responded to a contact.	m. # of referred After Care children 0-5 whose caregivers responded to a contact.	caregivers responded to a contact and received a first FDM assessment	

Annual Target	Indicators Current Quarter (Progress)	Indicators ' Cumulative' (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
	n. # of DR children 0- 5 whose caregivers received a first FDM assessment	n. # of After Care children 0-5 whose caregivers received a first FDM assessment	(g) / (e) =% of DR children 0-5 whose	
	o. # of DR children 0- 5 whose caregivers received a second FDM assessment	o. # of After Care children 0-5 whose caregivers received a second FDM assessment	caregivers responded to a contact and received a second FDM assessment  (i) / (h) = % of DR	
	p. # of referred DR children (all ages).	p. # of referred After Care children (all ages).	referred children (all ages) whose caregivers responded to a contact	
	q. # of referred DR children (all ages) whose caregivers responded to a contact.	q. # of referred After Care children (all ages) whose caregivers responded to a contact.	(j) / (i) = \ % of DR referred children (all ages) whose caregivers responded to a contact and	
	r. # of DR children (all ages) whose caregivers responded to a contact and received a first FDM assessment	r. # of After Care children (all ages) whose caregivers responded to a contact and received a first FDM assessment	received a first FDM assessment  (k) / (i) = % of DR referred children (all ages) whose caregivers	
	s. # of DR children (all ages) whose caregivers responded to a contact and received a second FDM assessment	s. # of After Care children (all ages) whose caregivers responded to a contact and received a second FDM assessment	responded to a contact and received a second FDM assessment	

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
2.FRC Staff will provide a valid depression screening to caregivers of children 0-5 who receive a second FDM assessment  • 80% of the children 0-5 whose caregivers receive a second FDM assessment will receive depression screenings.	t # of After Care, DR and Non-DR children 0-5 whose caregivers received a second FDM assessment and were screened for depression	t. # of After Care, DR and Non-DR children 0-5 whose caregivers received a second FDM assessment and were screened for depression	(t) / (c+g+s) = \\% of children 0-5 whose caregivers received a second FDM assessment and were screened for depression	
3.FRC staff or contracted staff will provide group and individual mental health counseling to	u. # of children 0-5 whose caregivers received group counseling	u. # of children 0-5 whose caregivers received group counseling	(v) / (u) =% of children 0-5 whose caregivers received group	Please note: Information on Outcome 3 may be reported on a semi-
caregivers of children 0-5. Improvement will be reported by a clinician.  • 96% of the children 0-5 whose caregivers receive group counseling will, according to their	v. # of children 0-5 whose caregivers received group counseling indicated improvement with presenting issues (according to their clinician)	v. # of children 0-5 whose caregivers received group counseling indicated improvement with presenting issues (according to their clinician)	counseling indicated improvement with presenting issues (according to their clinician)  (x)/(w) =%  of children 0-5 whose caregivers received individual	If applicable: # of children 0-5
clinician, indicate an	w# of children 0-5 whose caregivers received individual counseling	w# of children 0-5 whose caregivers received individual counseling	counseling indicated improvement with presenting issues (according to their clinician)	whose caregivers were referred to group counseling.  # of children 0-5

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Gumulative Calculated	Narrative (Only if Needed)
0-5 whose caregivers receive individual counseling will, according to their clinician, indicate improvement with presenting issues.	x. # of children 0-5 whose caregivers received individual counseling indicated improvement with presenting issues (according to their clinician)	x. # of children 0-5 whose caregivers received individual counseling indicated improvement with presenting issues (according to their clinician)		whose caregivers were referred to individual counseling.
4.FRC Staff will provide children 0-5, whose caregivers receive a second FDM assessment, with developmental screenings using the Ages & Stages Questionnaire (ASQ)  • 65% of the children 0-5, whose caregivers receive a second FDM	y. # of Non-DR children 0-5, whose caregivers received a second FDM assessment, received a developmental screening	y# of Non-DR children 0-5, whose caregivers received a second FDM assessment, received a developmental screening		
	z. # of DR children 0- 5, whose caregivers received a second FDM assessment, received a developmental screening	z. # of DR children 0-5, whose caregivers received a second FDM assessment, received a developmental screening	(y+z+aa) / (c+g+s) =% of children 0-5, whose caregivers received a second FDM assessment, received developmental screenings	
	aa. # of After Care children 0-5, whose caregivers received a second FDM assessment, received a developmental screening	aa. # of After Care children 0-5, whose caregivers received a second FDM assessment, received a developmental screening		
5. FRC Staff or contracted staff will provide literacy/school	bb. # of children 0-5 who received literacy services	bb. # of children 0-5 who received literacy services		

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
readiness services (teaching adults literacy, distributing children's books, teaching adults how to read to children, etc.)	cc. # of children 0-5 who received literacy services and indicated increased time reading at home with family	cc. # of children 0-5 who received literacy services and indicated increased time reading at home with family	(cc) / (bb) = \\% of children 0-5 who received literacy services increased	
92% of children 0-5     who received literacy     services will indicate     increased time	dd. # of children 0-5 who received literacy services and books	dd. # of children 0-5 who received literacy services and books	time reading at home with family  (dd) / (bb) = %	
reading at home with family  • 97% of children 0-5 who receive literacy	ee. # of children 0-5 whose caregivers received adult literacy services	ee. # of children 0-5 whose caregivers received adult literacy services	of children 0-5 who received literacy services also received books	
services will be provided books  • 75% of children 0-5's caregivers who receive adult literacy services will self-report an increase in adult literacy skills	ff. # of children 0-5 whose caregivers received adult literacy services and self-reported increased literacy skills	ff. # of children 0-5 whose caregivers received adult literacy services and self- reported increased literacy skills	(ff) / (ee) = % of children 0-5 whose caregivers received adult literacy services and self- reported increased literacy skills	
6.FRC Staff will assist families in obtaining health insurance within 120 days of first contact.  • 92% of the children 0-5 who do not have	gg. # of children 0-5 without health insurance at time of first contact	gg. # of children 0-5 without health insurance at time of first contact	(hh) / (gg) = % of children 0-5 who did not have health insurance at time of first contact were enrolled in a health insurance program within 120 days of first contact	

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
health insurance at the time of first contact will be enrolled in a health insurance program within 120 days of first contact	hh. # of children 0-5 without health insurance were enrolled in a health insurance program within 120 days of first contact	hh. # of children 0-5 without health insurance were enrolled in a health insurance program within 120 days of first contact		
7. Caregivers have increased parenting knowledge, skills, and support.  A variety of parenting education will be provided to parents of children 0-5 and 6-17 including family nurturing, social skills development, and child development/health topics.  • 80% of the children 0-5 will have caregivers who indicate an increase in parenting knowledge or skills after attending parenting education as measured by an increase in knowledge/skills through a survey or	ii. # of children 0-5 whose caregiver attended parent education (assessed or not assessed) during this quarter.  jj. # of caregivers for children 0-5 who attended parent education (assessed or not assessed) during this quarter.  kk. # of children 0-5 whose caregiver attended parenting education and completed a survey or pre/post test during this quarter.  ll. # of caregivers of children 0-5 who attended parenting education and completed a survey or pre/post test during this quarter.	ii. # of children 0-5 whose caregiver attended parent education (assessed or not assessed) year to date.  ij. # of caregivers for children 0-5 who attended parent education (assessed or not assessed) year to date.  kk. # of children 0-5 whose caregiver attended parenting education and completed a survey or pre/post test year to date.  ll. # of caregivers of children 0-5 who attended parenting education and completed a survey or pre/post test year to date.	(mm) / (kk) =% of children 0-5 whose caregiver attended parenting education, completed a survey, and indicated an increase in parenting knowledge or skills after attending parenting education year to date.  (nn)/(kk)=% of caregivers of children 0-5 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date.	CUMULATIVE INFORMATION: In this section, explain:  • the curriculum(s) used, • if the curriculum is evidence based or evidence informed, and • if the children 0-5 participated in the class with the caregivers • if there's a mixture of evidence based vs. evidence informed or parenting education with children involved vs. not, please separate the counts here. (i.e. Empowering families, evidence

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
• 80% of the children 6-17 will have caregivers who indicate an increase in parenting knowledge of skills after attending parenting education as measured by an increase in knowledge / skills through a survey or pre/post test.	mm. # of children 0-5 whose caregiver attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills this quarter.  nn. # of caregivers of children 0-5 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills this quarter.  SECTION for 6-17:  oo. # of children 6-17 whose caregiver attended parent education (assessed or not assessed) during this quarter.  pp. # of caregivers for children 6-17 who attended parent education (assessed or not assessed) during this quarter.  qq # of children 6-17 whose caregiver attended	mm. # of children 0-5 whose caregiver attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date.  nn. # of caregivers of children 0-5 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date.  SECTION for 6-17:  oo. # of children 6-17 whose caregiver attended parent education (assessed or not assessed) year to date.  pp. # of caregivers for children 6-17 who attended parent education (assessed or not assessed) year to date.  qq. # of children 6-17 whose caregiver attended	(ss)/(qq) = % of children 6-17 whose caregiver attended parenting education, completed a survey, and indicated an increase in parenting knowledge or skills after attending parenting education year to date.  (tt)/(rr)= % of caregivers of children 6-17 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date.	based, children participate, 10 0-5 children, 5 caregivers; or New Beginnings, evidence informed, children do not participate, 15 caregivers.)  SECTION for 6-17: In this section, explain:  • the curriculum(s) used, • if the curriculum is evidence based or evidence informed, and • if the children 6-17 participate in the class with the caregivers • if there's a mixture of evidence based vs. evidence

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative ! (Only if Needed)
	parenting education and completed a survey or pre/post test during this quarter.  rr # of caregivers of children 6-17 who attended parenting education and completed a survey or pre/post test during this quarter.  ss # of children 6-17 whose caregiver attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills this quarter.  tt # of caregivers of children 6-17 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills this quarter.	parenting education and completed a survey or pre/post test year to date.  rr. # of caregivers of children 6-17 who attended parenting education and completed a survey or pre/post test year to date.  ss. # of children 6-17 whose caregiver attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date.  tt. # of caregivers of children 6-17 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date.		informed or parenting education with children involved vs. not, please separate the counts here. (i.e. Empowering families, evidence based, children participate, 10 6-17 children, 5 caregivers; or New Beginnings, evidence informed, children do not participate, 15 caregivers.)

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
FDM Indicators  1. Access to     Transportation Based on Level of Need  2. Child Health Insurance  3. Community Resources Knowledge  4. Health Services  5. Budgeting Skills and		uu. The % (and number) of	Calculated	Please explain the results.  1. 2. 3. 4. 5.
Knowledge of Financial Resources  6. Adequacy of Clothing  7. Quality of Employment Status  8. Access to Quality Child Care  9. Risk of Emotional or Sexual Abuse  10. Supervision by the Family	families who received a first assessment during the quarter and were identified as "in crisis".  vv. The % (and number) of families who received a first assessment during the quarter and were identified as "safe" or "self sufficient".	families identified as "in crisis" decreases in each assessment subsequent to the first assessment.  vv. The % (and number) of families identified as "safe" or "self sufficient" increases in each assessment subsequent to the first assessment.	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.	7. 8. 9. 10. 11. 12. 13.
11. Age-Appropriate Physical and Mental Development 12. Resources for Nutritious Food 13. Family Communications Skills 14. Emotional Wellbeing				15. 16. 17. 18. 19.

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Gumulative Calculated	Narrative (Only if Needed)
/ Sense of Life Value				21.
15. Nurturing				22.
16. Confidence in Parenting Skills				23.
17. Health and Safety of Home Environment				
18. Stability of Home and Shelter				
19. Quality of Social Support System	1			
20. Presence / Degree of Substance Abuse				
21. Adult Educational Development				
22. School Attendance				No.
23. Income Level for Basic Expenses				

### **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):

### STANISLAUS COUNTY COMMUNITY SERVICES AGENCY

FY 17/20

QUARTERLY AGE, LANGUAGE, ETHNICITY and SERVICE REPORT FOR STATE OFFICE OF CHILD ABUSE PREVENTION

Turlock Family Resource Center 2160 Geer Road, Turlock, CA 95382

FUNDING SOURCE*	CAPIT 🗀	CFC CWS OIP PSSF
PROGRAM NAME SERVICE QUARTER	Family Reso	urce Center - Differential Response (DR) Clients Only
	Services Provided:	Basic Needs, Concrete Supports Case Management Differential Response Early Childhood Services Family Resource Center, or other drop in multi-service support center Home Visiting (target parents with Children ages 0-5)

### **Direct Services Provided**

Clients may access multiple services each month.

Enter an <u>unduplicated count</u> for direct services provided under DR. Direct services means that the services were provided to the individual or family and the planned duration of the service was more than a one-time event.

A participant si counted as EiTHER an individual OR a family not both. For participants who access multiple services at multiple times, count ONCE for each service provided.

			Customers Rec	elving Services		
	0-5 \	'ears	6-18 Years		Adults (19 yr - older)	
Ethnic Origin	without disabilities	with disabilities	without disabilities	with disabilities	without disabilities	with disabilities
.  White (non-Hispanic)				M-225. 3 -8991		And Jan
. Hispanic or Latino						
c. Black non-Hispanic						
d. Asian						
a. American Indian/Alaska Native			Telepine and			
Native Hawaiian & Other Pacific Islander						
. Two or more races						
n. Other						
	DO NOT WRITE BELOW THIS LINE					
TOTALS	0	0	0	0	0	0

### Use appropriate code listed below:

Ethle Origin	Race and Ethnicity Description
	(Based on standards established by the Federal Office of Management and Budgets)
	White A person having origins in any of the original peoples of Europe, the Middle East or North Aftrica
Hispar	or Latino A person of Cuban, Mexican, Puerio Rican, South or Central American or other Spanish culture
	or origin regardless of raco
Black or Africa	American A person having origins in any of the black racial groups of Africa
	Asian A person having ongine in any of the Far East, Southeast Asia or the Indian subcontinent including
	Cambodia, China, India, Japan. Koma. Mataysia, Pakistan,the Philippine Islands, Thailand and Vietnam
American Indian or A	ka Native. A person having origins in any of the original peoples of North and South America.
	(including Central America) and who maintains tribal affiliation or community attachment
Native Hawaiian & Other Pa	c Islander A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands

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
PSSE	Promoting Safe and Stable Families

### Attachment 2

### COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY AGREEMENT TO PROVIDE FAMILY RESOURCE CENTERS AND SERVICES JULY 1, 2017 THROUGH JUNE 30, 2020

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, 2017.

### 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 Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or it subconsultants under this Agreement are not works for hire, Consultant hereby assigns to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities. Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County releases Consultant and its subconsultants from all liability associated with the reuse of such documents.
- 1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner 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 Consultant; provided, however, that such schedule is a subject to review by and concurrence of the County.
- 1.4 The Consultant shall provide services and work under this Agreement consistent with the

requirements and standards established by applicable federal, state and county laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it shall perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

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

### CONSIDERATION

- 2.1 The Consultant shall be compensated either on a time and materials basis or a lump sum 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 invoice period, which the County shall pay in full within thirty (30) days of the date each invoice is approved by the County. The statement shall generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.
- 2.4 County shall not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- 2.5 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 June 30, 2020, 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 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 section 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:
  - 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 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 AND COMPLIANCE WITH LAWS

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

Consultant shall comply with all applicable local state and federal laws rules and regulations.

5. 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.

### INSURANCE

Coverage Required: Consultant 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.

### DEFENSE AND INDEMNIFICATION

- 7.1 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.
- 7.2 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.

7.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

### 8. STATUS OF CONSULTANT

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 Consultant is permitted to provide services to others during the same period service is 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.

8.8 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.

### 9. RECORDS AND AUDITS

- 9.1 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.
- 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 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.
- 9.4 County shall have the right to audit all invoices and records of the Consultant related to this Agreement as required by state law. County may appoint an independent public accountant.
- 9.5 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.
- 9.6 Monitoring by County may be accomplished by the following non-exclusive means: field reviews, audit claims, monthly review of records.
- 9.7 Consultant shall be responsible for the procurement and performance of an annual fiscal and compliance audit for each Consultant's fiscal years included in the term of this Agreement when Consultant's reimbursement exceeds \$45,000 per fiscal year.
- 9.8 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-profit.
- 9.9 For Consultants who have biennial audits completed, the audit must cover both years within the biennial period.

- 9.10 The audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 9.11 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.
- 9.12 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.
- 9.13 Consultant 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 Consultant's fiscal year.

### 10. 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:

- 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 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.
- 10.4 Consultant 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 <a href="http://www.stanworks.com/other-services/pdf/medi-cal-data-privacy-and-security-agreement.pdf">http://www.stanworks.com/other-services/pdf/medi-cal-data-privacy-and-security-agreement.pdf</a>.

### 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 including perception of a 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 and 1102; 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 Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 11.3 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.

### 12. 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.

### 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 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

930 15<sup>th</sup> Street Modesto, CA 95354

To Consultant: Center for Human Services

Attention: Cynthia Duenas, Executive Director

2000 Briggsmore Ave., Suite I

Modesto, CA 95350

### 15. 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.

### 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.

### 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 Consultant shall be responsible for the deficiency resulting from the Consultant's non-compliance with program requirements.
- 21.2 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.
- 21.3 Any expenses the County incurs as a result of the Consultant'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

Consultant shall uphold the following Code of Ethics:

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

### 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

Consultant 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 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.
- 25.2 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.
- 25.3 Consultant shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1 through 11165.6. Consultant shall require each employee, volunteer, consultant, subcontractor or agency to sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166(a) and shall comply with the provisions of the code section.

### 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 Consultant recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this section, Consultant 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 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.

28.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Consultant shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Consultant the policies and procedures related to the Federal and State False Claims Act. Consultant 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 <a href="http://www.co.stanislaus.ca.us/BOS/Agenda/2007/20070508/B07.pdf">http://www.co.stanislaus.ca.us/BOS/Agenda/2007/20070508/B07.pdf</a> and that it and its employees, subcontractors, agents and other persons providing services on behalf of Consultant shall adhere to these policies and procedures.

### 29. MISCELLANEOUS REQUIREMENTS

- 29.1 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.
- 29.2 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.
- 29.3 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: <a href="http://www.stanprop10.org/pdf/commission-policies-procedures.pdf">http://www.stanprop10.org/pdf/commission-policies-procedures.pdf</a>

### 30. 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 activities.

### 31. ENTIRE AGREEMENT

- 31.1 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.
- 31.2 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	CENTER FOR HUMAN SERVICES
By:  Keith D. Boggs D  Assistant Executive Officer	By: Cindy Duenas
GSA/Purchasing Agent	Title: Executive Director
Dated: 8-17-17-	Dated: 6/9/17
APPROVED AS TO FORM: STANISLAUS COUNTY CHILDREN AND FAMILIES COMMISSION	APPROVED AS TO FORM: COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY
By: David T. Jones Executive Director	By: Christine Huber Assistant Director
Dated: 4/7/2017	Dated: 7[5][7
APPROVED AS TO FORM: COUNTY COUNSEL	COUNTY OF STANISLAUS
By: Jack Doering	Approved per BOS Item #: 2017-348
County Counsel	Dated: 6/27/17
Dated: 4/9/17	Approved per CFC Item #: VI-C-1
	Dated: 05/23/2017

### EXHIBIT A - SCOPE OF WORK

### Center for Human Services Westside Family Resource Center

### AGREEMENT TO PROVIDE FAMILY RESOURCE CENTERS AND SERVICES JULY 1, 2017 THROUGH JUNE 30, 2020

**Center for Human Services (Westside Family Resource Center)** has been determined to be a Subrecipient of a Federal Award.

Federa	al Award Identification Information	(Applicable to Sub as	ward)
a.	Sub recipient Name (which must match the unique entity	Center for Human Services - Westside	
b.	Sub recipient Unique Entity Identifier	Number	94-1725620
c.	Federal Award Identification Number	(FAIN)	1701CAFPSS 1701CAFPCV
d.	Federal Award Date (most recent)		2017 2017
	Sub award Period of Performance	Start Date	July 1, 2017
е.	Sub award Ferrod of Ferrormance	End Date	June 30, 2020
f.	Amount of Federal Funds Obligated b	y this action	\$15,180
g.	Total amount of Federal Funds Obliga	ated to Sub recipient	\$45,540
h.	Total amount of the Federal Award		Not Available at time execution of agreement refer to usaspending.gov - column BU
i.	Federal award project description*	County Administered, State Supervised program, PSSF is used to support family preservation and family reunification efforts. The funds are primarily allocated to the counties (90%), with CDSS using 10% for statewide contracts.	
j.	Name of Federal awarding agency,		U.S. Department of Health and Human Services – Administration for Children and Families.
_	Pass through entity,	·	Stanislaus County
	And contact information for awarding	Kathryn M. Harwell, Director Community Services Agency P.O. Box 42 Modesto, CA 95353	
		Number	
k	. CFDA	Name	Promoting Safe and Stable Familie (PSSF)
l.	l. Is the award research and development?		No
n	<ul> <li>Indirect cost rate for the Federal aw de minimus rate is charged per §200 costs.</li> </ul>	16%	

For a multi-year Agreement, future Federal Award Identification Numbers will be posted on USAspending.gov upon the publication of the fiscal year allocation awards.

### 1. 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 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), and Child Welfare Services (CWS) after care services to children 0 through 17 as well family support services to Stanislaus County communities.

### II. SERVICES PROVIDED

Consultant shall provide the following services at the Patterson Family Resource Center located at 118 N. Second St., Suite D, Patterson, CA 95363 and the Newman Family Resource Center located at 1300 Patchett Dr., Newman, CA 95360 to residents of Stanislaus County.

Services are listed in priority order in accordance with the Priorities Plan adopted by the Commission in December, 2014. Services to be provided under this agreement are limited to:

<u>Service</u>	Service Locations
Case Management	Family Resource Centers Mobile (Client Homes)
Parenting Classes	Family Resource Centers
Family/Child Crisis Support	Family Resource Centers Mobile (Client Homes)
Pregnancy/Infant Support Groups	Family Resource Centers without Healthy Birth Outcomes (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
Individual Mental/Behavioral Health	Family Resource Centers

Group Mental/Behavioral Health

**Depression Screenings** 

Family Resource Centers

Family Resource Centers

Mobile (Community Events, Homes)

Health and Safety Classes

Family Resource Centers

Health Insurance Enrollment

Family Resource Centers
Mobile (Community Events)

### 111. 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, at least one time each year, 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 Patterson Family Resource Center located at 118 N. Second St., Suite D, Patterson, CA 95363 and the Newman Family Resource Center located at 1300 Patchett Dr., Newman, CA 95360 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 and CSA (currently using Burns).
- 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 trauma informed group and individual mental health counseling to caregivers of children 0-5.
- Consultant shall provide developmental screenings to children 0-5 which includes 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 be available for a joint home visit with Community Services Agency staff within three business days of notice.
- Consultant shall provide all services described in SCOARRS (Exhibit D).

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

Desired Result: Families are supported and safe in communities that are capable of supporting 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 school ready.
- 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 healthy pregnancy and child health and safety
- Children 0-5 are enrolled in health insurance

### 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, and CWS after care services shall be provided to Stanislaus County families with children 0 through 17 years of age with children ages 0 through 5 reported separately.

### VII. REPORTS AND CONTRACT MONITORING

A. Consultant shall report **quarterly** to CSA and Commission staff using SCOARRS (Exhibit D) forms and Program Statistical reports for PSSF and CAPIT (Exhibit E) or other forms provided by the Commission or CSA.

Reports shall be sent to the following emails:

- CSAreports@stancounty.com
- CFCReports@stancounty.com
- B. Consultant shall submit a Differential Response Client Data Sheet (DR Client Data Sheet) monthly via email to <a href="mailto:DRClientData@stancounty.com">DRClientData@stancounty.com</a>.
- 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, 2017, 2018, and 2019
  - Quarter 2 (October-December): January 31, 2018, 2019, and 2020
  - Quarter 3 (January-March): April 30, 2018, 2019, and 2020
  - Quarter 4 (April-June): July 31, 2018, 2019, and 2020
- D. Consultant shall submit to Commission and CSA staff an annual report in the format provided by the Commission or CSA. Annual report shall be submitted no later than 30 days after the fiscal year end or termination date of the agreement to:
  - CSAreports@stancounty.com
  - <u>CFCReports@stancounty.com</u>
- E. Consultant shall have a representative attend all Commission's Quarterly Contractor Meetings.
- F. Consultant shall participate in an activity and/or assessment regarding collaboration efforts and outcomes.
- G. 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.

H. Consultant will assist in the monitoring and evaluation of the program according to this Scope of Work (Exhibit A) and supporting evaluation documents.

### VIII. EVALUATION

Consultant shall collect and supply 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 described in VII-F.

- 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, 2018, 2019, and 2020 (for Quarter 2 survey) and July 31, 2018, 2019, and 2020 (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 VII-F.

### XI. COMPENSATION

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

- A. This Agreement shall be effective July 1, 2017 through June 30, 2020.
- B. Costs:
  - 1. The maximum amount of this Agreement for the period July 1, 2017 through June 30, 2020 shall not exceed \$882,171. The maximum amount per fiscal year is as follows:

July 1, 2017 through June 30, 2018 shall not exceed \$294,057 July 1, 2018 through June 30, 2019 shall not exceed \$294,057

### July 1, 2019 through June 30, 2020 shall not exceed \$294,057

- This is a cost reimbursement Agreement. The costs attendant to the provision of service are described in EXHIBIT C 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 C, or as the budget is thereafter amended or obligated.
- 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.

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.

- E. 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 C, having useful life of three (3) years or greater, and a value in excess of Five Hundred Dollars (\$500.00) 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 of 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.
- F. County shall not be required to purchase any definite amount of services nor does County guarantee to Consultant any minimum amount of funds or hours.
- G. Billings:
  - 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 2018 is due June 6, 2018
    - June 2018 is due June 13, 2018
    - May 2019 is due June 5, 2019
    - June 2019 is due June 12, 2019

- May 2020 is due June 3, 2020
- [une 2020 is due [une 10, 2020

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 930 15th Street 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.
- 4. In addition, Consultant will submit a monthly report, in a County specified format, indicating client populations, clients' age and services rendered.

### XII. PAYMENTS

- 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.
- 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.stanprop10.org/partner.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.

### **EXHIBIT B**

### Insurance Requirements for Professional Services

Consultant 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 by the Consultant, its agents, representatives, or employees.

### 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 \$1,000,000 per 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 Consultant or the Consultant'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 Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 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.
  - (Not required if consultant provides written verification it has no employees)
- Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant 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 higher limits maintained by the Consultant. 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

Consultants 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 and the Auto Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant 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 Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

### Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance 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 Consultant'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, employee's, agents or volunteers.

### **Notice of Cancellation**

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

### Waiver of Subrogation

Consultant hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant 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 Consultant to 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 coverage on a claims-made basis:

- 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 Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

### Verification of Coverage

Consultant 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 Consultant'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

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant 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 Consultant and Consultant's officers, employees, agents, representatives or subcontractors. Consultant's obligation to defend, indemnify and hold the County, 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 Consultant to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

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# EXHIBIT C 2017/2018 FISCAL YEAR BUDGET

Contract (Program): Westside Fami								
centract (Agency): CENTER FOR H								
repared By (Name & Number):	Carme	n Wilson, 209	-526-1476 x 12		-	THE RESERVE TO THE PERSON NAMED IN	ımans	services.org
DESCRIPTION	PROP	10 FUNDING	IN-KIND* (from Contracto Agency)		FUN	R CASH DING ntify)		TOTAL
and of the annual section of the section		PER	SONNEL		F-19.5-		015A51	ARTERIOR Y
Salary/Wages	\$	177,843		\$		166,348	\$	344,191
Fringe Benefits	\$	42,504		\$		39,541	\$	82,045
Subtotal Personnel Cost:		220,347	\$	- \$		205,889	\$	426,236
Was in Asial Scales of			ES (Operating E		es)	200/003		NUMBER
Rent/Lease	\$	14,249		\$		8,582	\$	22,831
Maintenance/Janitorial/Lanscape/Bldg.	\$	2,274		\$		2,738	\$	5,012
Utilities	\$	3,431		\$		3,427	\$	6,858
Communication/Telephone	\$	1,208		\$		1,549	\$	2,757
Office Supplies/Postage	\$	1,450		\$		3,424	\$	4,874
Printing/Advertising	\$	120		\$			\$	120
Equipment Lease	\$	1,254		\$		1,314	\$	2,568
General Liability Ins.	\$	-		\$			\$	
Equipment Maintenance	\$	799		\$		1,055	\$	1,854
Mileage/Travel	\$	2,880		\$		4,850	\$	7,730
Training/Conferences	\$	100		\$		1,200	\$	1,300
Food/Events	\$	100		\$		4,340	\$	4,440
Program Supplies	\$	180		\$			\$	180
Client Support/Crisis Fund	5	200		\$		11,330	\$	11,530
Contract services	\$	4,705		\$		2,060	\$	6,765
Special Activities	\$	200		\$		2,700	\$	2,900
Other	\$			\$			\$	•
Data/Network							\$	
IT Outsource							\$	
Community Clothing Drive							\$	•
Storage Unit(s)							\$	-
Starbucks Christmas Toy Drive							\$	
Book/Literacy/Library							\$	
Mom's Club							\$	-
Subtotal Services & Suppli	es \$	33,150	\$	5	5	48,569	5	81,719
Indirect (169	6) \$	40,560	\$	- 1	\$	40,71	3 \$	81,27
		FIX	ED ASSETS					7
Buildings and Improvements			-				\$	
Equipment (Specify)							\$	-
Subtotal Fixed Asso		STE STEEL F			\$		\$	
тот	AL \$	294,057			\$	295,17	1 \$	589,228
			THLY INVOICE T		210			AL.
July \$ 24,50		January		,505				
August \$ 24,50		February		,505				
September \$ 24,50		March		1,505				
October \$ 24,50		-		1,505				
November \$ 24,50	05	Mag	y \$ 24	4,505				
December \$ 24,50	05	Jun	e \$ 24	4,502				
TOTAL (Equals Prop 10 Fundin	(1) S	294,057	71					

## EXHIBIT C 2018/2019 FISCAL YEAR BUDGET

ontract (Program): Westside Fam	ily Resou	rce Center					
ontract (Agency): CENTER FOR I							
repared By (Name & Number):		The state of the s	-526-1476 x 12	2, cwilson@	centerforhu	man	services.org
		Water Street	IN-KIND*		ER CASH		
DESCRIPTION	PROP	10 FUNDING	(from Contracte	ed FUI	NDING		TOTAL
		DEL	Agency)	(101	entify)		
			RSONNEL	in the second	454.055		240 (00
alary/Wages	\$	177,843		\$	171,855	\$	349,698
ringe Benefits	\$	42,504		\$	41,074	\$	83,578
Subtotal Personnel Cost		220,347		- \$	212,929	\$	433,276
			ES (Operating E		0.502		22.024
lent/Lease	\$	14,249		\$	8,582	\$	22,831
Maintenance/Janitorial/Lanscape/Bldg	\$	2,274		\$	2,738	\$	5,012
Itilities	\$	3,431		<u>s</u>	3,427	\$	6,858
ommunication/Telephone	\$	1,208		<u>\$</u>	1,549	\$	2,757
Office Supplies/Postage	\$	1,450		\$	3,424	\$	4,874
rinting/Advertising	\$	120		\$	4 6 4 4	\$	120
quipment Lease	\$	1,254		\$	1,314	\$	2,568
General Liability Ins.	\$			\$		\$	
Equipment Maintenance	\$	799		\$	1,055	\$	1,854
Mileage/Travel	\$	2,880		\$	4,850	\$	7,730
Training/Conferences	\$	100		\$	1,200	\$	1,300
Food/Events	\$	100		<u>\$</u>	4,340	\$	4,440
Program Supplies	\$	180	-	\$	*	\$	180
Client Support/Crisis Fund	\$	200		\$	11,330	\$	11,530
Contract services	\$	4,705		S	2,060	\$	6,765
Special Activities	\$	200		\$	2,700	\$	2,900
Other	\$			\$		\$	
Data/Network	+					5	
IT Outsource						5	•
Community Clothing Drive	-					\$	
Storage Unit(s)	-					\$	
Starbucks Christmas Toy Drive						\$	
Book/Literacy/Library			+			\$	
Mom's Club	- 6	90,450	CAPILLA DE		(May 20)	\$	ancr.
Subtotal Services & Suppl		33,150		- 8	48,569	-	81,71
Indirect (16	%) \$	40,560		- \$	41,84	5	82,40
	-	FD	KED ASSETS			1 4	
Buildings and Improvements	-		+			5	
Equipment (Specify)	(0)	DATA CALL			-	\$	
Subtotal Fixed Ass			\$	- S	202.22	\$	F07.20
101	AL \$	294,057		- \$	303,33	5 5	597,39
11 0 010			THLY INVOICE T			_	
July \$ 24,5		January		,505			
August \$ 24,5		Februar	-	,505			
September \$ 24,5		Marc		,505			
October \$ 24,5		•		,505			
November \$ 24,5		Ma	y \$ 24	,505			
December \$ 24,5	OE.	Lin	ie \$ 24	,502			

## EXHIBIT C 2019/2020 FISCAL YEAR BUDGET

ontract (Program): Westside Fami							
ontract (Agency): CENTER FOR H							
repared By (Name & Number):	Carmer	Wilson, 209	-526-1476 x 122,	cwilson@	centerforhu	mans	services.org
DESCRIPTION	PROP 1	0 FUNDING	IN-KIND* (from Contracted Agency)	FUI	ER CASH NDING entify)		TOTAL
IN CHILD TO SERVICE OF THE SERVICE O	0 F9 E	PEF	SONNEL			SCOT	MALE STATES
alary/Wages	S	177,843		\$	177,450	\$	355,293
ringe Benefits	\$	42,504		S	42,411	S	84,915
Subtotal Personnel Cost	s <b>S</b>	220,347	\$	S	219,861	\$	440,208
	SERVI	CES & SUPPLI	ES (Operating Exp	enses)	100	1135	
lent/Lease	S	14,249		\$	8,582	\$	22,831
Maintenance/Janitorial/Lanscape/Bldg.	\$	2,274		S	2,738	\$	5,012
Jüllües	\$	3,431		\$	3,427	\$	6,858
Communication/Telephone	\$	1,208		\$	1,549	\$	2,757
Office Supplies/Postage	\$	1,450		\$	3,424	\$_	4,874
Printing/Advertising	\$	120		S		S	120
Equipment Lease	\$	1,254		S	1,314	\$	2,568
General Liability Ins.	\$			S		\$	
Equipment Maintenance	S	799		S	1,055	S	1,854
Mileage/Travel	\$	2,880		S	4,850	\$	7,730
Training/Conferences	5	100		S	1,200	\$	1,300
Food/Events	\$	100		\$	4,340	\$	4,440
Program Supplies	\$	180		S	-	S	180
Client Support/Crisis Fund	S	200		\$	11,330	\$	11,530
Contract services	\$	4,705		\$	2,060	S	6,765
Special Activities	\$	200		\$	2,700	\$	2,900
Other	S			\$		\$	•
Data/Network						\$	
IT Outsource						\$	•
Community Clothing Drive						\$	•
Storage Unit(s)						\$	•
Starbucks Christmas Toy Drive						5	-
Book/Literacy/Library						\$	
Mom's Club						\$	
Subtotal Services & Suppli	es S	33,150	S	- \$	48,569	\$	81,71
Indirect (169	%) \$	40,560	\$	- \$	42,94	9 \$	83,50
		FD	KED ASSETS	1-1-4			
Buildings and Improvements						\$	
Equipment (Specify)						\$	
Subtotal Fixed Asse				- \$		- 5	
ТОТ	AL \$	294,057	77	- \$	311,37	9 \$	605,43
		MATED MON	THLY INVOICE TO	PROP 10			100
july \$ 24,5(	)5	January	y \$ 24,5	05			
August \$ 24,50	05	Februar	y \$ 24,5	05			
September \$ 24,50	05	Marc	h \$ 24,5	05			
October \$ 24,50	05	Apr	il \$ 24,5	05			
November \$ 24,50	05	Ma	y \$ 24,5	05			
December \$ 24,50			ne \$ 24,5				
		294,05					







# 2017-2018 Stanislaus County Outcomes And Results Reporting Sheet (SCOARRS)

D	a	t	e	

Agency:

Program Name:

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 sociallybehaviorally ready to enter school

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulațive (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
1.FRC Staff will provide	a. # of Non-DR children 0-5 receiving any Prop 10 services	a. # of Non-DR children 0-5 receiving any Prop 10 services	(b) / (a) =% of Non-DR children 0-5 whose	
an FDM assessment to the caregivers of children (DR, After Care, & Non-DR). • 65% of Non-DR	b. # of Non-DR children 0-5 whose caregivers received a first FDM assessment	b. # of Non-DR children 0-5 whose caregivers received a first FDM assessment	caregivers received a first FDM assessment (c) / (a) =% of Non-DR children 0-5 whose	
children 0-5's caregivers will receive a second FDM assessment.	c. # of Non-DR children 0-5 whose caregivers received a second FDM assessment	c. # of Non-DR children 0-5 whose caregivers received a second FDM assessment	caregivers received a second FDM assessment  (e) / (d) = % of DR referred children 0-5 whose	
65% of DR referred children (all ages) whose caregivers respond to a contact.	d. # of referred DR children 0-5	d. # of referred DR children 0-5	caregivers responded to a contact	
respond to a contact will receive a second FDM assessment.  • 30% of all Aftercare children (all ages) whose caregivers respond to a contact will receive a second FDM assessment.	e. # of referred DR children 0-5 whose caregivers responded to a contact.  e. # of referred DR children 0-5 whose caregivers responded to a contact.	e. # of referred DR children 0-5 whose caregivers responded to a contact.	(f) / (e) =	
	f. # of DR children 0-5 whose caregivers received a first FDM assessment	f. # of DR children 0- 5 whose caregivers received a first FDM assessment	(g) / (e) = % of DR children 0-5 whose caregivers responded to a contact and received a second	
	g. # of DR children 0- 5 whose caregivers received a second FDM	g# of DR children 0- 5 whose caregivers received a second FDM assessment	FDM assessment	

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
	assessment		(i) / (h) = % of DR referred children (all ages)	
	h. # of referred DR children (all ages).	h. # of referred DR children (all ages).	whose caregivers responded to a contact  (j) / (i) = %  of DR referred children (all ages) whose caregivers responded to a contact and received a first FDM	
	i. # of referred DR children (all ages) whose caregivers responded to a contact.	i# of referred DR children (all ages) whose caregivers responded to a contact.		
	j. # of DR children (all ages) whose caregivers responded to a contact and received a first FDM assessment	j. # of DR children (all ages) whose caregivers responded to a contact and received a first FDM assessment	assessment  (k) / (i) = %  of DR referred children (all ages) whose caregivers responded to a contact and	
	k. # of DR children (all ages) whose caregivers responded to a contact and received a second FDM assessment	k. # of DR children (all ages) whose caregivers responded to a contact and received a second FDM assessment	received a second FDM assessment  (e) / (d) = % of DR referred children 0-5 whose caregivers responded to a	
	I. # of referred DR children 0-5	l# of referred After Care children 0-5	contact  (f) / (e) =%  of DR children 0-5 whose	
	m. # of referred DR children 0-5 whose caregivers responded to a contact.	m. # of referred After Care children 0-5 whose caregivers responded to a contact.	caregivers responded to a contact and received a first FDM assessment	

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
	n# of DR children 0- 5 whose caregivers received a first FDM assessment	n. # of After Care children 0-5 whose caregivers received a first FDM assessment	(g) / (e) = % of DR children 0-5 whose	
	o. # of DR children 0- 5 whose caregivers received a second FDM assessment	o. # of After Care children 0-5 whose caregivers received a second FDM assessment	caregivers responded to a contact and received a second FDM assessment  (i) / (h) = % of DR	
	p. # of referred DR children (all ages).	p. # of referred After Care children (all ages).	referred children (all ages) whose caregivers responded to a contact	
	q. # of referred DR children (all ages) whose caregivers responded to a contact.	q. # of referred After Care children (all ages) whose caregivers responded to a contact.	(j) / (i) = \\ of DR referred children (all ages) whose caregivers responded to a contact and	
	r. # of DR children (all ages) whose caregivers responded to a contact and received a first FDM assessment	r. # of After Care children (all ages) whose caregivers responded to a contact and received a first FDM assessment	received a first FDM assessment  (k) / (i) = %  of DR referred children (all ages) whose caregivers	
	s. # of DR children (all ages) whose caregivers responded to a contact and received a second FDM assessment	s. # of After Care children (all ages) whose caregivers responded to a contact and received a second FDM assessment	responded to a contact and received a second FDM assessment	

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
2.FRC Staff will provide a valid depression screening to caregivers of children 0-5 who receive a second FDM assessment  • 80% of the children 0-5 whose caregivers receive a second FDM assessment will receive depression screenings.	t. # of After Care, DR and Non-DR children 0-5 whose caregivers received a second FDM assessment and were screened for depression	t. # of After Care, DR and Non-DR children 0-5 whose caregivers received a second FDM assessment and were screened for depression	(t) / (c+g+s) =%  of children 0-5 whose caregivers received a second FDM assessment and were screened for depression	
3.FRC staff or contracted staff will provide group and individual mental health counseling to	u. # of children 0-5 whose caregivers received group counseling	u. # of children 0-5 whose caregivers received group counseling	(v) / (u) =% of children 0-5 whose caregivers received group	Please note: Information on Outcome 3 may be reported on a semi-
caregivers of children 0-5. Improvement will be reported by a clinician.  • 96% of the children 0-5 whose caregivers receive group counseling will, according to their	v. # of children 0-5 whose caregivers received group counseling indicated improvement with presenting issues (according to their clinician)	v. # of children 0-5 whose caregivers received group counseling indicated improvement with presenting issues (according to their clinician)	counseling indicated improvement with presenting issues (according to their clinician)  (x)/(w) =%  of children 0-5 whose caregivers received individual	If applicable: # of children 0-5
clinician, indicate an	w. # of children 0-5 whose caregivers received individual counseling	w. # of children 0-5 whose caregivers received individual counseling	counseling indicated improvement with presenting issues (according to their clinician)	whose caregivers were referred to group counseling. # of children 0-5

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
0-5 whose caregivers receive individual counseling will, according to their clinician, indicate improvement with presenting issues.	x. # of children 0-5 whose caregivers received individual counseling indicated improvement with presenting issues (according to their clinician)	x. # of children 0-5 whose caregivers received individual counseling indicated improvement with presenting issues (according to their clinician)		whose caregivers were referred to individual counseling.
4.FRC Staff will provide children 0-5, whose caregivers receive a second FDM assessment, with developmental screenings using the Ages & Stages Questionnaire (ASQ)  • 65% of the children 0-5, whose caregivers receive a second FDM assessment, will receive developmental screenings	y. # of Non-DR children 0-5, whose caregivers received a second FDM assessment, received a developmental screening	y. # of Non-DR children 0-5, whose caregivers received a second FDM assessment, received a developmental screening		
	z. # of DR children 0- 5, whose caregivers received a second FDM assessment, received a developmental screening	z. # of DR children 0-5, whose caregivers received a second FDM assessment, received a developmental screening	(y+z+aa) / (c+g+s) =% of children 0-5, whose caregivers received a second FDM assessment, received developmental screenings	
	aa. # of After Care children 0-5, whose caregivers received a second FDM assessment, received a developmental screening	aa. # of After Care children 0-5, whose caregivers received a second FDM assessment, received a developmental screening		
5. FRC Staff or contracted staff will provide literacy/school	bb. # of children 0-5 who received literacy services	bb. # of children 0-5 who received literacy services		

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
readiness services (teaching adults literacy, distributing children's books, teaching adults how to read to children, etc.)	cc. # of children 0-5 who received literacy services and indicated increased time reading at home with family	cc. # of children 0-5 who received literacy services and indicated increased time reading at home with family	(cc) / (bb) =% of children 0-5 who received literacy services increased	
92% of children 0-5     who received literacy     services will indicate     increased time	dd. # of children 0-5 who received literacy services and books	dd. # of children 0-5 who received literacy services and books	time reading at home with family  (dd) / (bb) = \int %	
reading at home with family  • 97% of children 0-5 who receive literacy	ee. # of children 0-5 whose caregivers received adult literacy services	ee. # of children 0-5 whose caregivers received adult literacy services	(dd) / (bb) =  % of children 0-5 who received literacy services also received books	
who receive literacy services will be provided books  • 75% of children 0-5's caregivers who receive adult literacy services will self-report an increase in adult literacy skills	ff. # of children 0-5 whose caregivers received adult literacy services and self-reported increased literacy skills	ff. # of children 0-5 whose caregivers received adult literacy services and self- reported increased literacy skills	(ff) / (ee) = % of children 0-5 whose caregivers received adult literacy services and self- reported increased literacy skills	
6.FRC Staff will assist families in obtaining health insurance within 120 days of first contact.  • 92% of the children 0-5 who do not have	gg. # of children 0-5 without health insurance at time of first contact	gg. # of children 0-5 without health insurance at time of first contact	(hh) / (gg) = % of children 0-5 who did not have health insurance at time of first contact were enrolled in a health insurance program within 120 days of first contact	

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
health insurance at the time of first contact will be enrolled in a health insurance program within 120 days of first contact	hh# of children 0-5 without health insurance were enrolled in a health insurance program within 120 days of first contact	hh. # of children 0-5 without health insurance were enrolled in a health insurance program within 120 days of first contact		
7. Caregivers have increased parenting knowledge, skills, and support.  A variety of parenting education will be provided to parents of children 0-5 and 6-17 including family nurturing, social skills development, and child development/health topics.  • 80% of the children 0-5 will have caregivers who indicate an increase in parenting knowledge or skills after attending parenting education as measured by an increase in knowledge/skills through a survey or	ii. # of children 0-5 whose caregiver attended parent education (assessed or not assessed) during this quarter.  jj. # of caregivers for children 0-5 who attended parent education (assessed or not assessed) during this quarter.  kk. # of children 0-5 whose caregiver attended parenting education and completed a survey or pre/post test during this quarter.  ll. # of caregivers of children 0-5 who attended parenting education and completed a survey or pre/post test during this quarter.	ii. # of children 0-5 whose caregiver attended parent education (assessed or not assessed) year to date.  jj. # of caregivers for children 0-5 who attended parent education (assessed or not assessed) year to date.  kk. # of children 0-5 whose caregiver attended parenting education and completed a survey or pre/post test year to date.  ll. # of caregivers of children 0-5 who attended parenting education and completed a survey or pre/post test year to date.	(mm)/(kk)= % of children 0-5 whose caregiver attended parenting education, completed a survey, and indicated an increase in parenting knowledge or skills after attending parenting education year to date.  (nn)/(kk)= % of caregivers of children 0-5 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date.	CUMULATIVE INFORMATION: In this section, explain:  • the curriculum(s) used,  • if the curriculum is evidence based or evidence informed, and  • if the children 0-5 participated in the class with the caregivers  • if there's a mixture of evidence based vs. evidence informed or parenting education with children involved vs. not, please separate the counts here. (i.e. Empowering families, evidence

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	- Narrative (Only if Needed)
• 80% of the children 6-17 will have caregivers who indicate an increase in parenting knowledge of skills after attending parenting education as measured by an increase in knowledge / skills through a survey or pre/post test.	mm. # of children 0-5 whose caregiver attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills this quarter.  nn. # of caregivers of children 0-5 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills this quarter.  SECTION for 6-17:  oo. # of children 6-17 whose caregiver attended parent education (assessed or not assessed) during this quarter.  pp. # of caregivers for children 6-17 who attended parent education (assessed or not assessed) during this quarter.  qq # of children 6-17 whose caregiver attended  parent education (assessed or not assessed) during this quarter.	mm. # of children 0-5 whose caregiver attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date.  nn. # of caregivers of children 0-5 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date.  SECTION for 6-17:  oo. # of children 6-17 whose caregiver attended parent education (assessed or not assessed) year to date.  pp. # of caregivers for children 6-17 who attended parent education (assessed or not assessed) year to date.  qq. # of children 6-17 who attended parent education (assessed or not assessed) year to date.  qq. # of children 6-17 whose caregiver attended	(ss)/(qq) = % of children 6-17 whose caregiver attended parenting education, completed a survey, and indicated an increase in parenting knowledge or skills after attending parenting education year to date.  (tt)/(rr)= % of caregivers of children 6-17 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date.	based, children participate, 10 0-5 children, 5 caregivers; or New Beginnings, evidence informed, children do not participate, 15 caregivers.)  SECTION for 6-17: In this section, explain:  • the curriculum(s) used, • if the curriculum is evidence based or evidence informed, and • if the children 6-17 participate in the class with the caregivers • if there's a mixture of evidence based vs. evidence

Ännual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
	parenting education and completed a survey or pre/post test during this quarter.  rr. # of caregivers of children 6-17 who attended parenting education and completed a survey or pre/post test during this quarter.  ss. # of children 6-17 whose caregiver attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills this quarter.  tt. # of caregivers of children 6-17 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills this quarter.	parenting education and completed a survey or pre/post test year to date.  rr. # of caregivers of children 6-17 who attended parenting education and completed a survey or pre/post test year to date.  ss. # of children 6-17 whose caregiver attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date.  tt. # of caregivers of children 6-17 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date.		informed or parenting education with children involved vs. not, please separate the counts here. (i.e. Empowering families, evidence based, children participate, 10 6-17 children, 5 caregivers; or New Beginnings, evidence informed, children do not participate, 15 caregivers.)

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
1. Access to Transportation Based on Level of Need 2. Child Health Insurance 3. Community Resources Knowledge 4. Health Services 5. Budgeting Skills and Knowledge of Financial Resources 6. Adequacy of Clothing 7. Quality of Employment Status				Please explain the results.  1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18.

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
/ Sense of Life Value				21.
15. Nurturing				22.
16. Confidence in Parenting Skills				23.
17. Health and Safety of Home Environment	l l			
18. Stability of Home and Shelter				
19. Quality of Social Support System				
20. Presence / Degree of Substance Abuse				
21. Adult Educational Development	1			
22. School Attendance				
23. Income Level for Basic Expenses				

### **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):

. .

### STANISLAUS COUNTY COMMUNITY SERVICES AGENCY

FY 17/20

QUARTERLY AGE, LANGUAGE, ETHNICITY and SERVICE REPORT FOR STATE OFFICE OF CHILD ABUSE PREVENTION

Westside Family Resource Center (Patterson & Newman) 118. Second St., Patterson, CA 95363 1300 Patchett Dr., Newman, CA 95360

FUNDING SOURCE*	CAPIT 🗆	CFC CWS OIP PSSF
PROGRAM NAME SERVICE QUARTER	Family Resor	urce Center - Differential Response (DR) Cilents Only
	Services Provided:	Basic Needs, Concrete Supports Case Management Differential Response Early Childhood Services Family Resource Center, or other drop in multi-service support center Home Visiting (target parents with Children ages 0-5) Parenting Eduction

#### **Direct Services Provided**

Clients may access multiple services each month.

Enter an <u>unduplicated count</u> for direct services provided under DR. Direct services means that the services were provided to the individual or family and the planned duration of the service was more than a one-time event.

A participant si counted as EITHER an individual OR a family not both. For participants who access multiple services at multiple times, count ONCE for each service provided.

			Customers Rec	elving Services		
	0-5 Years		6-18 Years		Adults (19 yr - older)	
Ethnic Origin	without disabilities	with disabilities	without disabilities	with disabilities	without disabilities	with disabilities
PERMINANT CALLED	THE PARTY OF	THE STATE OF	- 1	THE BOOK	THE RESIDENCE	CONTRACT.
a. [White (non-Hispanic)						
b. Hispanic or Latino						
c. Black non-Hispanic						
d, Asian						
e. American Indian/Alaska Native						
f. Native Hawallan & Other Pacific Islander						
g. Two or more races						
h. Other						
	111111111111111111111111111111111111111	Yes and the	O NOT WRITE	BELOW THIS LIN	VE HOLE	LIK I
TOTALS	0	0	0	0	0	0

### Use appropriate code listed below:

Ethic Origin	Race and Ethnicity Description
	(Based on standards established by the Federal Office of Management and Budgets)
White	A person having origins in any of the original peoples of Europe, the Middle East or North Affrica
Hispanic or Latino	A person of Cuban, Mexican, Puerto Rican, South or Central American or other Spanish culture
	or origin regardless of race
Black or African American	A person having origins in any of the black racial groups of Africa
Asian	A person having origins in any of the Far East, Southeast Asia or the Indian subcontinent including
	Cambodia, China, India, Japan, Korea, Malaysia, Pakistan,the Philippine Islands, Thailand and Vietnam
American Indian or Alaska Native	A person having origins in any of the original peoples of North and South America
	(including Central America) and who maintains tribal affiliation or community attachment
Native Hawaiian & Other Pacific Islander	A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands

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

# Attachment 3

# COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY AGREEMENT TO PROVIDE FAMILY RESOURCE CENTERS AND SERVICES JULY 1, 2017 THROUGH JUNE 30, 2020

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, 2017.

### 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 Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or it subconsultants under this Agreement are not works for hire, Consultant hereby assigns to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities. Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County releases Consultant and its subconsultants from all liability associated with the reuse of such documents.
- 1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner 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 Consultant; provided, however, that such schedule is a subject to review by and concurrence of the County.
- 1.4 The Consultant shall provide services and work under this Agreement consistent with the

requirements and standards established by applicable federal, state and county laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it shall perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

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

### Consideration

- 2.1 The Consultant shall be compensated either on a time and materials basis or a lump sum 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 invoice period, which the County shall pay in full within thirty (30) days of the date each invoice is approved by the County. The statement shall generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.
- 2.4 County shall not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- 2.5 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 June 30, 2020, 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 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 section 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 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 AND COMPLIANCE WITH LAWS

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

Consultant shall comply with all applicable local state and federal laws rules and regulations.

5. 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.

### INSURANCE

Coverage Required: Consultant 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.

### DEFENSE AND INDEMNIFICATION

- 7.1 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.
- 7.2 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.

7.3 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, anising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

### 8. STATUS OF CONSULTANT

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 Consultant is permitted to provide services to others during the same period service is 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.
- 8.8 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.

### RECORDS AND AUDITS

- 9.1 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.
- 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 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.
- 9.4 County shall have the right to audit all invoices and records of the Consultant related to this Agreement as required by state law. County may appoint an independent public accountant.
- 9.5 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.
- 9.6 Monitoring by County may be accomplished by the following non-exclusive means: field reviews, audit claims, monthly review of records.
- 9.7 Consultant shall be responsible for the procurement and performance of an annual fiscal and compliance audit for each Consultant's fiscal years included in the term of this Agreement when Consultant's reimbursement exceeds \$45,000 per fiscal year.
- 9.8 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-profit.
- 9.9 For Consultants who have biennial audits completed, the audit must cover both years within the biennial period.

- 9.10 The audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 9.11 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.
- 9.12 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.
- 9.13 Consultant 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 Consultant's fiscal year.

### 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:

- 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 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.
- 10.4 Consultant 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 <a href="http://www.stanworks.com/other-services/pdf/medi-cal-data-privacy-and-security-agreement.pdf">http://www.stanworks.com/other-services/pdf/medi-cal-data-privacy-and-security-agreement.pdf</a>.

### 11. Non-discrimination

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 including perception of a 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 and 1102; 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 Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 11.3 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.

### 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.

### 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 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

930 15<sup>th</sup> Street Modesto, CA 95354

To Consultant: Center for Human Services

Attention: Cynthia Duenas, Executive Director

2000 Briggsmore Ave., Suite I

Modesto, CA 95350

### 15. 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.

### 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.

### 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 Consultant shall be responsible for the deficiency resulting from the Consultant's non-compliance with program requirements.
- 21.2 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.
- 21.3 Any expenses the County incurs as a result of the Consultant'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

Consultant shall uphold the following Code of Ethics:

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

#### 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

Consultant 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 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.
- 25.2 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.
- 25.3 Consultant shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1 through 11165.6. Consultant shall require each employee, volunteer, consultant, subcontractor or agency to sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166(a) and shall comply with the provisions of the code section.

#### 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 Consultant recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this section, Consultant 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 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-Cai 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-Cai Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at <a href="https://www.medi-cai.ca.gov">www.medi-cai.ca.gov</a>.

28.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Consultant shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Consultant the policies and procedures related to the Federal and State False Claims Act. Consultant 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 <a href="http://www.co.stanislaus.ca.us/BOS/Agenda/2007/20070508/B07.pdf">http://www.co.stanislaus.ca.us/BOS/Agenda/2007/20070508/B07.pdf</a> and that it and its employees, subcontractors, agents and other persons providing services on behalf of Consultant shall adhere to these policies and procedures.

#### 29. MISCELLANEOUS REQUIREMENTS

- 29.1 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.
- 29.2 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.
- 29.3 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: <a href="http://www.stanprop10.org/pdf/commission-policies-procedures.pdf">http://www.stanprop10.org/pdf/commission-policies-procedures.pdf</a>

#### 30. 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 activities.

#### 31. ENTIRE AGREEMENT

- 31.1 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.
- 31.2 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	CENTER FOR HUMAN SERVICES
By:    Keith D. Boggs	By: <u>Lindy Brenso</u> Title: <u>Executive Director</u>
Dated:8 · 17 · 17	Dated: $\frac{Q/9/17}{}$
APPROVED AS TO FORM: STANISLAUS COUNTY CHILDREN AND FAMILIES COMMISSION	APPROVED AS TO FORM: COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY
By:  David T. Jones  Executive Director	By: Christine Huber Assistant Director
Dated: 6/7/2017	Dated: 7   5   17
APPROVED AS TO FORM: COUNTY COUNSEL	COUNTY OF STANISLAUS
By: Jack Doering County Counsel	Approved per BOS Item #: <u>2017. 348</u> Dated: <u>6.27-17</u>
Dated: 6/9/17	Approved per CFC Item #: VI-C-1
	Dated: 05/23/2017

#### **EXHIBIT A - SCOPE OF WORK**

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

#### AGREEMENT TO PROVIDE FAMILY RESOURCE CENTERS AND SERVICES JULY 1, 2017 THROUGH JUNE 30, 2020

Center for Human Services (Ceres Partnership for Healthy Children) has been determined to be a Subrecipient of a Federal Award.

a.	Sub recipient Name	Center for Human Services - Ceres		
b.	(which must match the unique entity Sub recipient Unique Entity Identifier		Partnership for Healthy Children 94-1725620	
	Federal Award Identification Number	1701CAFPSS 1701CAFPCV		
d.	Federal Award Date (most recent)	ederal Award Date (most recent)		
e.	Sub award Period of Performance	Start Date	July 1, 2017	
· · ·	Sub award remod of remormance	End Date	June 30, 2020	
f.	Amount of Federal Funds Obligated l	by this action	\$27,830	
g.	Total amount of Federal Funds Oblig	ated to Sub recipient	\$83,490	
h.	Total amount of the Federal Award	Not Available at time execution of agreement refer to usaspending.go – column BU		
i.	Federal award project description*	County Administered, State Supervised program, PSSF is used support family preservation and family reunification efforts. The funds are primarily allocated to the counties (90%), with CDSS using 10% for statewide contracts.		
j.	Name of Federal awarding agency,		U.S. Department of Health and Human Services – Administration Children and Families.	
	Pass through entity,		Stanislaus County	
	And contact information for awardi	Kathryn M. Harwell, Director Community Services Agency P.O. Box 42 Modesto, CA 95353		
		Number		
k	. CFDA	Name	Promoting Safe and Stable Fam (PSSF)	
l.	Is the award research and develop	No		
n	n. Indirect cost rate for the Federal av de minimus rate is charged per §20	16%		

For a multi-year Agreement, future Federal Award Identification Numbers will be posted on USAspending.gov upon the publication of the fiscal year allocation awards.

#### 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 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), and Child Welfare Services (CWS) after care services to children 0 through 17 as well family support services to Stanislaus County communities.

#### II. SERVICES PROVIDED

Consultant shall provide the following services at the Family Resource Center located at 1317 Grandview Avenue, 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 December, 2014. Services to be provided under this agreement are limited to:

Service	Service Locations
Case Management	Family Resource Centers Mobile (Client Homes)
Parenting Classes	Family Resource Centers
Family/Child Crisis Support	Family Resource Centers Mobile (Client Homes)
Pregnancy/Infant Support Groups	Family Resource Centers without Healthy Birth Outcomes (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
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

Health Insurance Enrollment Family Resource Centers
Mobile (Community Events)

#### 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, at least one time each year, 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 1317 Grandview Avenue, 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 and CSA (currently using Burns).
- 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 trauma informed group and individual mental health counseling to caregivers of children 0-5.
- Consultant shall provide developmental screenings to children 0-5 which includes 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 be available for a joint home visit with Community Services Agency staff within three business days of notice.
- Consultant shall provide all services described in SCOARRS (Exhibit D).

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

Desired Result: Families are supported and safe in communities that are capable of supporting 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 school ready.
- 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 healthy pregnancy and child health and safety.
- Children 0-5 are enrolled in health insurance.

#### 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, and CWS after care services shall be provided to Stanislaus County families with children 0 through 17 years of age with children ages 0 through 5 reported separately.

#### VII. REPORTS AND CONTRACT MONITORING

A. Consultant shall report **quarterly** to CSA and Commission staff using SCOARRS (Exhibit D) forms and Program Statistical reports for PSSF and CAPIT (Exhibit E) or other forms provided by the Commission or CSA.

Reports shall be sent to the following emails:

- CSAreports@stancounty.com
- CFCReports@stancounty.com
- B. Consultant shall submit a Differential Response Client Data Sheet (DR Client Data Sheet) monthly via email to <a href="mailto:DRClientData@stancounty.com">DRClientData@stancounty.com</a>.
- 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, 2017, 2018, and 2019
  - Quarter 2 (October-December): January 31, 2018, 2019, and 2020
  - Quarter 3 (January-March): April 30, 2018, 2019, and 2020
  - Quarter 4 (April-June): July 31, 2018, 2019, and 2020
- D. Consultant shall submit to Commission and CSA staff an annual report in the format provided by the Commission or CSA. Annual report shall be submitted no later than 30 days after the fiscal year end or termination date of the agreement to:
  - CSAreports@stancounty.com
  - CFCReports@stancounty.com
- E. Consultant shall have a representative attend all Commission's Quarterly Contractor Meetings.
- F. Consultant shall participate in an activity and/or assessment regarding collaboration efforts and outcomes.
- G. 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.

H. Consultant will assist in the monitoring and evaluation of the program according to this Scope of Work (Exhibit A) and supporting evaluation documents.

#### VIII. EVALUATION

Consultant shall collect and supply 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 described in VII-F.

#### 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, 2018, 2019, and 2020 (for Quarter 2 survey) and July 31, 2018, 2019, and 2020 (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 VII-F.

#### XI. COMPENSATION

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

- A. This Agreement shall be effective July 1, 2017 through June 30, 2020.
- B. Costs:
  - 1. The maximum amount of this Agreement for the period July 1, 2017 through June 30, 2020 shall not exceed \$793,293. The maximum amount per fiscal year is as follows:

July 1, 2017 through June 30, 2018 shall not exceed \$264,431

July 1, 2018 through June 30, 2019 shall not exceed \$264,431

July 1, 2019 through June 30, 2020 shall not exceed \$264,431

- This is a cost reimbursement Agreement. The costs attendant to the provision of service are described in EXHIBIT C 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 C, or as the budget is thereafter amended or obligated.
- 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.

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.

- E. 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 C, having useful life of three (3) years or greater, and a value in excess of Five Hundred Dollars (\$500.00) 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 of 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.
- F. County shall not be required to purchase any definite amount of services nor does County guarantee to Consultant any minimum amount of funds or hours.
- G. Billings:
  - 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 2018 is due June 6, 2018
    - June 2018 is due June 13, 2018
    - May 2019 is due june 5, 2019
    - June 2019 is due June 12, 2019
    - May 2020 is due June 3, 2020
    - June 2020 is due June 10, 2020

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 930 15th Street Modesto, CA 95354 (209) 558-6218

- 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.
- 4. In addition, Consultant will submit a monthly report, in a County specified format, indicating client populations, clients' age and services rendered.

#### XII. PAYMENTS

- 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.
- 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 <a href="http://www.stancounty.com/auditor/internal-audit-division.shtm">http://www.stancounty.com/auditor/internal-audit-division.shtm</a>.
- 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.

#### EXHIBIT B

#### Insurance Requirements for Professional Services

Consultant 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 by the Consultant, its agents, representatives, or employees.

#### 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 \$1,000,000 per 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 Consultant or the Consultant'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 Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 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.
  - (Not required if consultant provides written verification it has no employees)
- Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant 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 higher limits maintained by the Consultant. 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

Consultants 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 and the Auto Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant 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 Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

#### Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance 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 Consultant'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, employee's, agents or volunteers.

#### Notice of Cancellation

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

#### Waiver of Subrogation

Consultant hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant 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 Consultant to 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 coverage on a claims-made basis:

- 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 Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

#### Verification of Coverage

Consultant 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 Consultant'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

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant 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 Consultant and Consultant's officers, employees, agents, representatives or subcontractors. Consultant's obligation to defend, indemnify and hold the County, 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 Consultant to procure and maintain a policy of insurance.

ISIGNATURES SET FORTH ON THE FOLLOWING PAGE!

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## EXHIBIT C 2017/2018 FISCAL YEAR BUDGET

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		ė.				<b>55,839</b> 290,557
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					-	6,426
						3,502 3,488
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	770			506		1,366
	770			290		1,300
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	PROP  S S S S SERV S S S S S S S S S S S S S S S S S S S	FUMAN SERVICES  Carmen Wilson, 209  PROP 10 FUNDING  PEF  \$ 154,148   \$ 36,841   \$ 36,841   \$ 190,989   \$ 16,689   \$ 2,549   \$ 3,620   \$ 1,730   \$ 1,730   \$ 770   \$ 7	N-KIND*	Name	Name	N-    N-

# EXHIBIT C 2018/2019 FISCAL YEAR BUDGET

Contract (Program):	Ceres Partners	ship for l	Healthy Childre	n				
Contract (Agency):	CENTER FOR H							
Prepared By (Name &	Number):	Carme	n Wilson, 209-	526-1476 x 122	, cwilson@	centerforhu	manse	ervices.org
DESCRIP	TION	PROP 1	to Funding (	IN-KIND* (from Contracte Agency)	d FU	ER CASH NDING entify)		TOTAL
CALL STATE OF	2.15		PER:	SONNEL		Section 1		S Visual I
Salary/Wages		\$	154,148		S	84,560	\$	238,708
Fringe Benefits		\$	36,841		\$	20,210	\$	57,051
Subtotal P	ersonnel Costs			\$	- 5	104,770	<b>S</b> _	295,759
-1 - 31 - 21	Leading &			S (Operating Ex	(penses)		Y. B.	
Rent/Lease		\$	16,689		\$	16,867	\$	33,556
Maintenance/Janitorial	/Lanscape/Bldg.	5	2,549		\$	1,977	\$	4,526
Utilities		\$	3,620		\$	2,806	\$	6,426
Communication/Teleph	none	5	1,973		\$	1,529	\$	3,502
Office Supplies/Postage	·	\$	1,730		\$	1,758	\$	3,488
Printing/Advertising		\$	•		\$	-	\$	
Equipment Lease		\$	770		S	596	S	1,366
General Liability Ins.		\$	-		\$		S	
Equipment Maintenand	e	\$	646		S	502	\$	1,148
Mileage/Travel		\$	4,200		\$	60	\$	4,260
Training/Conferences		\$	200		\$	400	\$	600
Food/Events		S	100		\$	830	\$	930
Program Supplies		\$	-		\$	-	\$	******
Client Support/Crisis F	und	\$	300		\$	10,892	\$	11,192
Contract services		\$	3,792		\$	983	\$	4,775
Special Activities		\$	400		S	955	S	1,355
Other		3	-		\$	•	\$	
Data/Network		-					\$	
IT Outsource	No.	-					\$	Pi
Community Clothing E	nive	-					\$	
Storage Unit(s) Starbucks Christmas T	lan Daine						\$	-
Book/Literacy/Librar		-					\$	
Mom's Club	У	L			~		\$	
	vices & Supplie	c \$	36,969	S	- \$	40,155		77,124
Subtutarser	Indirect (16%		36,473		- 5	23,18		59,66
7. 10 - 30/04 5	manect (10 A	3) 3		ED ASSETS	1 3	23,100	9 9	37,00
Buildings and Improv	emente	T	TIA	LID NOSETS			5	
Equipment (Specify)	CITETIO	-					S	
	otal Fixed Asse	ts S		S	- S		\$	- 6
3450	TOTA		264,431		-   \$	168,113		432,544
	New Parking			HLY INVOICE TO		200,220	1 -	202,01
li	uly \$ 22,036		January		036			
	ust \$ 22,030		February		036			
Septemi		_	March		036			
	per \$ 22,03		April		036			
Noveml		_	May		036			
Decemi			June		.035			
Decenn	4 22,00	_	June	LL,	.000			

### EXHIBIT C 2019/2020 FISCAL YEAR BUDGET

				AL YEAR	DUDGE	1		
Contract (Program):			Healthy Childre	n				
Contract (Agency):	CENTER FOR HU							
Prepared By (Name 8	k Number);	arme	n Wilson, 209-	526-1476 x 12:	The state of the s	AND DESCRIPTION OF	man	ervices.org
DESCRIP	TION	PROP	10 FUNDING (	IN-KIND* (from Contracte	ed FUI	ER CASH NDING		TOTAL
				Agency)	(Ide	entify)		
	The second			SONNEL			10.5	
Salary/Wages		\$	154,148		\$	88,618	\$	242,766
Fringe Benefits		\$	36,841		1 \$		\$	58,021
Subtotal P	ersonnel Costs			\$	- \$	109,798	\$	300,787
A CONTRACTOR OF THE PARTY OF				ES (Operating E			4	200
Rent/Lease		\$	16,689		\$	16,867	\$	33,556
Maintenance/Janitoria	I/Lanscape/Bldg.	\$	2,549		\$	1,977	\$	4,526
Utilities		\$	3,620		\$	2,806	S	6,426
Communication/Telep		\$	1,973		\$	1,529	\$	3,502
Office Supplies/Postag	e	\$	1,730		\$	1,758	5	3,488
Printing/Advertising		\$			\$	-	\$	4 255
Equipment Lease		\$	770		\$	596	\$	1,366
General Liability Ins.		5	646		\$	-	\$	4 4 4 0
Equipment Maintenan	ce	S	646		\$	502	\$	1,148
Mileage/Travel		\$	4,200		\$	60	\$	4,260
Training/Conferences		\$	100		\$	400	\$	930
Food/Events		\$	100		\$	830	S	930
Program Supplies	5	\$	300		\$	10.002	\$	11,192
Client Support/Crisis Contract services	runa	\$	3,792		\$	10,892	\$	4,775
Special Activities		\$	400		\$	955	5	1,355
Other		\$	400		\$	755	\$	1,333
Data/Network		19			-	-	\$	-
IT Outsource						***************************************	\$	
Community Clothing	Delva	-					\$	-
Storage Unit(s)	prive						\$	
Starbucks Christmas	Tou Delug	-					\$	
Book/Literacy/Libra		-					\$	•
Mom's Club	.,	L					\$	-
	vices & Supplies		36,969	\$	- S	40,155	_	77,124
Subtotut Sci	Indirect (16%)		36,473		- \$	23,992		60,465
E-SELECTION				ED ASSETS		20,555	- 4	00,100
Buildings and Impro-	vements	T		180810			is	-
Equipment (Specify)							\$	
	otal Fixed Asset	s \$	4	\$	- 5		\$	
	TOTA		264,431		-   \$	173,945	_	438,376
E-o-station			The second second	HLY INVOICE T			1.	
	uly \$ 22,036		January		,036			
	ust \$ 22,036	-	February		,036			
Septem			March		,036			
	ber \$ 22,036	-	April		,036			
	ber \$ 22,036	_	May		,036			
	ber \$ 22,036	_	June		2,035			
					1000			
TOTAL (Equals	Prop 10 Funding)	\$	264,431					





# 2017-2018 Stanislaus County Outcomes And Results Reporting Sheet (SCOARRS)

	(SCOTIUS)	
Date:		Reporting for Quarter:
Agency:	Prepared by:	1st Quarter
Program Name:	Phone Number:	2nd Quarter
	Email:	☐ 3 <sup>rd</sup> Quarter
		Ath 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 sociallybehaviorally ready to enter school

Annual Target	Indicators Current Quarter (Progress)	' Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
1.FRC Staff will provide	a. # of Non-DR children 0-5 receiving any Prop 10 services	a. # of Non-DR children 0-5 receiving any Prop 10 services	(b) / (a) =% of Non-DR children 0-5 whose	
an FDM assessment to the caregivers of children (DR, After Care, & Non-DR). • 65% of Non-DR	b. # of Non-DR children 0-5 whose caregivers received a first FDM assessment	b. # of Non-DR children 0-5 whose caregivers received a first FDM assessment	caregivers received a first FDM assessment  (c) / (a) =% of Non-DR children 0-5 whose	
children 0-5's caregivers will receive a second FDM assessment	c. # of Non-DR children 0-5 whose caregivers received a second FDM assessment	c. # of Non-DR children 0-5 whose caregivers received a second FDM assessment	caregivers received a second FDM assessment  (e) / (d) =  % of DR referred children 0-5 whose	
<ul> <li>65% of DR referred children (all ages) whose caregivers respond to a contact</li> </ul>	d. # of referred DR children 0-5	d. # of referred DR children 0-5	caregivers responded to a contact	
will receive a second FDM assessment.  • 30% of all Aftercare children (all ages)	e. # of referred DR children 0-5 whose caregivers responded to a contact.	e. # of referred DR children 0-5 whose caregivers responded to a contact.	(f) / (e) =%  of DR children 0-5 whose caregivers responded to a contact and received a first  FDM assessment	
whose caregivers respond to a contact will receive a second FDM assessment.	f. # of DR children 0-5 whose caregivers received a first FDM assessment	f. # of DR children 0- 5 whose caregivers received a first FDM assessment	(g) / (e) =% of DR children 0-5 whose caregivers responded to a	
	g. # of DR children 0- 5 whose caregivers received a second FDM	g # of DR children 0- 5 whose caregivers received a second FDM assessment	contact and received a second FDM assessment	

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
	assessment		(i) / (h) =  % of DR referred children (all ages)	
	h. # of referred DR children (all ages).	h. # of referred DR children (all ages).	whose caregivers responded to a contact	
	i. # of referred DR children (all ages) whose caregivers responded to a contact.	i. # of referred DR children (all ages) whose caregivers responded to a contact.	(j) / (i) =%  of DR referred children (all ages) whose caregivers responded to a contact and received a first FDM assessment  (k) / (i) =%  of DR referred children (all ages) whose caregivers responded to a contact and	
	j. # of DR children (all ages) whose caregivers responded to a contact and received a first FDM assessment	j. # of DR children (all ages) whose caregivers responded to a contact and received a first FDM assessment		
	k. # of DR children (all ages) whose caregivers responded to a contact and received a second FDM assessment	k. # of DR children (all ages) whose caregivers responded to a contact and received a second FDM assessment	received a second FDM assessment  (e) / (d) =  % of DR referred children 0-5 whose caregivers responded to a contact	
	l. # of referred DR children 0-5	l# of referred After Care children 0-5	(f) / (e) =% of DR children 0-5 whose	
	m. # of referred DR children 0-5 whose caregivers responded to a contact.	m. # of referred After Care children 0-5 whose caregivers responded to a contact.	caregivers responded to a contact and received a first FDM assessment	

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
	n. # of DR children 0- 5 whose caregivers received a first FDM assessment	n. # of After Care children 0-5 whose caregivers received a first FDM assessment	(g) / (e) =% of DR children 0-5 whose	
	o. # of DR children 0- 5 whose caregivers received a second FDM assessment	o. # of After Care children 0-5 whose caregivers received a second FDM assessment	caregivers responded to a contact and received a second FDM assessment  (i) / (h) = % of DR	
	p. # of referred DR children (all ages).	p. # of referred After Care children (all ages).	referred children (all ages) whose caregivers responded to a contact	
	q. # of referred DR children (all ages) whose caregivers responded to a contact.	q. # of referred After Care children (all ages) whose caregivers responded to a contact.	(j) / (i) =% of DR referred children (all ages) whose caregivers responded to a contact and	
	r. # of DR children (all ages) whose caregivers responded to a contact and received a first FDM assessment	r. # of After Care children (all ages) whose caregivers responded to a contact and received a first FDM assessment	received a first FDM assessment  (k) / (i) = %  of DR referred children (all ages) whose caregivers	
	s. # of DR children (all ages) whose caregivers responded to a contact and received a second FDM assessment	s. # of After Care children (all ages) whose caregivers responded to a contact and received a second FDM assessment	responded to a contact and received a second FDM assessment	

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
2.FRC Staff will provide a valid depression screening to caregivers of children 0-5 who receive a second FDM assessment  80% of the children 0-5 whose caregivers receive a second FDM assessment will receive depression screenings.	t. # of After Care, DR and Non-DR children 0-5 whose caregivers received a second FDM assessment and were screened for depression	t. # of After Care, DR and Non-DR children 0-5 whose caregivers received a second FDM assessment and were screened for depression	(t) / (c+g+s) =%  of children 0-5 whose caregivers received a second FDM assessment and were screened for depression	
3.FRC staff or contracted staff will provide group and individual mental health counseling to	u. # of children 0-5 whose caregivers received group counseling	u. # of children 0-5 whose caregivers received group counseling	(v) / (u) =% of children 0-5 whose caregivers received group	Please note: Information on Outcome 3 may be reported on a semi-
caregivers of children 0-5. Improvement will be reported by a clinician.  • 96% of the children 0-5 whose caregivers receive group counseling will, according to their	v. # of children 0-5 whose caregivers received group counseling indicated improvement with presenting issues (according to their clinician)	v. # of children 0-5 whose caregivers received group counseling indicated improvement with presenting issues (according to their clinician)	counseling indicated improvement with presenting issues (according to their clinician)  (x)/(w)= % of children 0-5 whose caregivers received individual	If applicable: # of children 0-5
clinician, indicate an	w# of children 0-5 whose caregivers received individual counseling	w. # of children 0-5 whose caregivers received individual counseling	counseling indicated improvement with presenting issues (according to their clinician)	whose caregivers were referred to group counseling.  # of children 0-5

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
0-5 whose caregivers receive individual counseling will, according to their clinician, indicate improvement with presenting issues.	x. # of children 0-5 whose caregivers received individual counseling indicated improvement with presenting issues (according to their clinician)	x. # of children 0-5 whose caregivers received individual counseling indicated improvement with presenting issues (according to their clinician)		whose caregivers were referred to individual counseling.
4.FRC Staff will provide children 0-5, whose caregivers receive a second FDM assessment, with	y. # of Non-DR children 0-5, whose caregivers received a second FDM assessment, received a developmental screening	y. # of Non-DR children 0-5, whose caregivers received a second FDM assessment, received a developmental screening		
developmental screenings using the Ages & Stages Questionnaire (ASQ)  65% of the children 0-5, whose caregivers	z. # of DR children 0- 5, whose caregivers received a second FDM assessment, received a developmental screening	z. # of DR children 0-5, whose caregivers received a second FDM assessment, received a developmental screening	(y+z+aa) / (c+g+s) =% of children 0-5, whose caregivers received a second FDM assessment, received developmental screenings	
receive a second FDM assessment, will receive developmental screenings	aa. # of After Care children 0-5, whose caregivers received a second FDM assessment, received a developmental screening	aa. # of After Care children 0-5, whose caregivers received a second FDM assessment, received a developmental screening		
5. FRC Staff or contracted staff will provide literacy/school	bb. # of children 0-5 who received literacy services	bb. # of children 0-5 who received literacy services		

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
readiness services (teaching adults literacy, distributing children's books, teaching adults how to read to children, etc.)	cc. # of children 0-5 who received literacy services and indicated increased time reading at home with family	cc. # of children 0-5 who received literacy services and indicated increased time reading at home with family	(cc) / (bb) =% of children 0-5 who received literacy services increased	
92% of children 0-5     who received literacy     services will indicate     increased time	dd. # of children 0-5 who received literacy services and books	dd. # of children 0-5 who received literacy services and books	time reading at home with family  (dd) / (bb) = 5%	
reading at home with family  • 97% of children 0-5 who receive literacy	ee. # of children 0-5 whose caregivers received adult literacy services	ee. # of children 0-5 whose caregivers received adult literacy services	(dd) / (bb) =% of children 0-5 who received literacy services also received books	
services will be provided books  • 75% of children 0-5's caregivers who receive adult literacy services will self-report an increase in adult literacy skills	ff. # of children 0-5 whose caregivers received adult literacy services and self-reported increased literacy skills	ff. # of children 0-5 whose caregivers received adult literacy services and self- reported increased literacy skills	(ff) / (ee) = % of children 0-5 whose caregivers received adult literacy services and self- reported increased literacy skills	
6.FRC Staff will assist families in obtaining health insurance within 120 days of first contact.  • 92% of the children 0-5 who do not have	gg. # of children 0-5 without health insurance at time of first contact	gg. # of children 0-5 without health insurance at time of first contact	(hh) / (gg) = % of children 0-5 who did not have health insurance at time of first contact were enrolled in a health insurance program within 120 days of first contact	

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
health insurance at the time of first contact will be enrolled in a health insurance program within 120 days of first contact	hh # of children 0-5 without health insurance were enrolled in a health insurance program within 120 days of first contact	hh. # of children 0-5 without health insurance were enrolled in a health insurance program within 120 days of first contact		
7. Caregivers have increased parenting knowledge, skills, and support.  A variety of parenting education will be provided to parents of children 0-5 and 6-17 including family nurturing, social skills development, and child development/health topics.  • 80% of the children 0-5 will have caregivers who indicate an increase in parenting knowledge or skills after attending parenting education as measured by an increase in knowledge/skills through a survey or	ii. # of children 0-5 whose caregiver attended parent education (assessed or not assessed) during this quarter.  ij. # of caregivers for children 0-5 who attended parent education (assessed or not assessed) during this quarter.  kk. # of children 0-5 whose caregiver attended parenting education and completed a survey or pre/post test during this quarter.  II. # of caregivers of children 0-5 who attended parenting education and completed a survey or pre/post test during this quarter.	ii. # of children 0-5 whose caregiver attended parent education (assessed or not assessed) year to date.  ij. # of caregivers for children 0-5 who attended parent education (assessed or not assessed) year to date.  kk. # of children 0-5 whose caregiver attended parenting education and completed a survey or pre/post test year to date.  II. # of caregivers of children 0-5 who attended parenting education and completed a survey or pre/post test year to date.	(mm) / (kk) =% of children 0-5 whose caregiver attended parenting education, completed a survey, and indicated an increase in parenting knowledge or skills after attending parenting education year to date.  (nn)/(kk)= % of caregivers of children 0-5 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date.	CUMULATIVE INFORMATION: In this section, explain:  • the curriculum(s) used, • if the curriculum is evidence based or evidence informed, and • if the children 0-5 participated in the class with the caregivers • if there's a mixture of evidence based vs. evidence informed or parenting education with children involved vs. not, please separate the counts here. (i.e. Empowering families, evidence

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
• 80% of the children 6-17 will have caregivers who indicate an increase in parenting knowledge of skills after attending parenting education as measured by an increase in knowledge / skills through a survey or pre/post test.	mm. # of children 0-5 whose caregiver attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills this quarter.  nn. # of caregivers of children 0-5 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills this quarter.  SECTION for 6-17:  oo. # of children 6-17 whose caregiver attended parent education (assessed or not assessed) during this quarter.  pp. # of caregivers for children 6-17 who attended parent education (assessed or not assessed) during this quarter.  qq # of children 6-17 whose caregiver attended	mm. # of children 0-5 whose caregiver attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date.  nn. # of caregivers of children 0-5 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date.  SECTION for 6-17:  oo. # of children 6-17 whose caregiver attended parent education (assessed or not assessed) year to date.  pp. # of caregivers for children 6-17 who attended parent education (assessed or not assessed) year to date.  qq. # of children 6-17 whose caregiver attended	(ss)/(qq)= % of children 6-17 whose caregiver attended parenting education, completed a survey, and indicated an increase in parenting knowledge or skills after attending parenting education year to date.  (tt)/(rr)= % of caregivers of children 6-17 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date.	based, children participate, 10 0-5 children, 5 caregivers; or New Beginnings, evidence informed, children do not participate, 15 caregivers.)  SECTION for 6-17: In this section, explain:  • the curriculum(s) used, • if the curriculum is evidence based or evidence informed, and • if the children 6-17 participate in the class with the caregivers • if there's a mixture of evidence based vs. evidence

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
	parenting education and completed a survey or pre/post test during this quarter.  rr # of caregivers of children 6-17 who attended parenting education and completed a survey or pre/post test during this quarter.  ss # of children 6-17 whose caregiver attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills this quarter.  tt # of caregivers of children 6-17 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills this quarter.	parenting education and completed a survey or pre/post test year to date.  rr. # of caregivers of children 6-17 who attended parenting education and completed a survey or pre/post test year to date.  ss. # of children 6-17 whose caregiver attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date.  tt. # of caregivers of children 6-17 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date.		informed or parenting education with children involved vs. not, please separate the counts here. (i.e. Empowering families, evidence based, children participate, 10 6-17 children, 5 caregivers; or New Beginnings, evidence informed, children do not participate, 15 caregivers. )

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
FDM Indicators			•	Please explain the results.
1. Access to Transportation Based on Level of Need				1.
2. Child Health Insurance				2. 3.
3. Community Resources Knowledge				4.
4. Health Services				6.
5. Budgeting Skills and Knowledge of Financial Resources	uu. The % (and number) of families who received a	uu. The % (and number) of families identified as "in crisis" decreases in each		7.
6. Adequacy of Clothing	first assessment during the quarter and were	assessment subsequent to	Information derives from FDM	8.
7. Quality of	identified as "in crisis".	the first assessment.  vv. The % (and number) of families identified as	reports run by the agency. The Cumulative Report should individually compare assessments 1 and 2, 2 and 3, 3	9.
Employment Status	vv. The % (and number) of			10.
8. Access to Quality Child Care	families who received a			11.
9. Risk of Emotional or	first assessment during the quarter and were	"safe" or "self sufficient" increases in each	and 4, etc.	12.
5exual Abuse	identified as "safe" or "self	assessment subsequent		13.
10. Supervision by the	sufficient".	to the first assessment.		14.
Family 11. Age-Appropriate				15.
Physical and Mental				16.
Development				17.
12. Resources for Nutritious Food				18.
13. Family Communications				19.
Skills 14. Emotional Wellbeing				20.

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
/ Sense of Life Value				21.
15. Nurturing				22.
16. Confidence in Parenting Skills				23.
17. Health and Safety of Home Environment	1			
18. Stability of Home and Shelter	1			
19. Quality of Social Support System				
20. Presence / Degree of Substance Abuse				
21. Adult Educational Development				
22. School Attendance				
23. Income Level for Basic Expenses				

#### **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):

#### STANISLAUS COUNTY COMMUNITY SERVICES AGENCY

FY 17/20

QUARTERLY AGE, LANGUAGE, ETHNICITY and SERVICE REPORT FOR STATE OFFICE OF CHILD ABUSE PREVENTION

Ceres Partnership for Healthy Children 1317 Grandview Ave., Ceres, CA 95307

FUNDING SOURCE*	CAPIT	CFC CWS OIP PSSF
PROGRAM NAME SERVICE QUARTER	Family Reso	urce Center - Differential Response (DR) Clients Only
	Services Provided:	Basic Needs, Concrete Supports Case Management Differential Response Early Childhood Services Family Resource Center, or other drop in multi-service support center Home Visiting (target parents with Children ages 0-5) Parenting Eduction

#### **Direct Services Provided**

Clients may access multiple services each month.

Enter an <u>undupticated count</u> for direct services provided under DR. Direct services means that the services were provided to the individual or family and the planned duration of the service was more than a one-time event.

A participant si counted as EITHER an individual OR a family not both. For participants who access multiple services at multiple times, count ONCE for each service provided.

			Customers Rec	elving Services		
	0-5	/ears	6-18	Years	Adults (19	yr - older)
Ethnic Origin	without disabilities	with disabilities	without disabilities	with disabilities	without disabilities	with disabilities
a. White (non-Hispanic)			2011.21.61	(200	A CONTRACTOR	A SECURITY
b. Hispanic or Latino			Established St			
c. Black non-Hispanic	A Comment					
d. Asian						
e. American Indian/Alaska Native						
f. Native Hawaiian & Other Pacific Islander						
g. Two or more races						
h, lOther						
		SWENT TO STATE OF	DO NOT WRITE	BELOW THIS LI	VE	
TOTALS	0	0	0	0	0	0

#### Use appropriate code listed below:

Ethic Origin	Race and Ethnicity Description
	(Based on standards established by the Federal Office of Management and Budgets)
White	A person having origins in any of the original peoples of Europe, the Middle East or North Africa
Hispanic or Latino	A person of Cuban, Mexican, Puerto Rican, South or Central American or other Spenish culture
	or origin regardless of race
Black or African American	A person having origins in any of the black racial groups of Africa
Asian	A person having origins in any of the Far East, Southeast Asia or the Indian subcontinent including
	Cambodia, China, India, Japan, Korea, Malaysia, Pakistan,the Philippine Islands, Thailand and Vietnam
American Indian or Alaska Native	A person having origins in any of the original peoples of North and South America
	(including Central America) and who maintains tribal affisation or community attachment
Native Hawaiian & Other Pacific Islander	A person having origins in any of the original peoples of Hawaii, Guam, Samoa or other Pocific Islands

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

# Attachment 4



# COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY AGREEMENT TO PROVIDE FAMILY RESOURCE CENTERS AND SERVICES JULY 1, 2017 THROUGH JUNE 30, 2020

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, 2017.

#### 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**

#### 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 Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or it subconsultants under this Agreement are not works for hire. Consultant hereby assigns to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities. Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County releases Consultant and its subconsultants from all liability associated with the reuse of such documents.
- 1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner 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 Consultant; provided, however, that such schedule is a subject to review by and concurrence of the County.
- 1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and county laws,



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

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

#### CONSIDERATION

- The Consultant shall be compensated either on a time and materials basis or a lump sum 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 invoice period, which the County shall pay in full within thirty (30) days of the date each invoice is approved by the County. The statement shall generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.
- 2.4 County shall not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- 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 June 30, 2020**, 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 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.
- 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 section 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,
  - 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 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 AND COMPLIANCE WITH LAWS

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

Consultant shall comply with all applicable local state and federal laws rules and regulations.

5. 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.

#### 6. INSURANCE

Coverage Required: Consultant 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. 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.
- 7.2 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.

7.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

#### 8. STATUS OF CONSULTANT

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 Consultant is permitted to provide services to others during the same period service is 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.

8.8 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.

#### 9. RECORDS AND AUDITS

- 9.1 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.
- 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 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.
- 9.4 County shall have the right to audit all invoices and records of the Consultant related to this Agreement as required by state law. County may appoint an independent public accountant.
- 9.5 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.
- 9.6 Monitoring by County may be accomplished by the following non-exclusive means: field reviews, audit claims, monthly review of records.
- 9.7 Consultant shall be responsible for the procurement and performance of an annual fiscal and compliance audit for each Consultant's fiscal years included in the term of this Agreement when Consultant's reimbursement exceeds \$45,000 per fiscal year.
- 9.8 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-profit.
- 9.9 For Consultants who have biennial audits completed, the audit must cover both years within the biennial period.
- 9.10 The audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.

- 9.11 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.
- 9.12 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.
- 9.13 Consultant 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 Consultant's fiscal year.

#### 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:

- 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 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.
- 10.4 Consultant 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 <a href="http://www.stanworks.com/other-services/pdf/medi-cal-data-privacy-and-security-agreement.pdf">http://www.stanworks.com/other-services/pdf/medi-cal-data-privacy-and-security-agreement.pdf</a>.

#### 11. NON-DISCRIMINATION

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 including perception of a 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 and 1102, 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 Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 11.3 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.

#### 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.

#### 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 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

930 15<sup>th</sup> Street Modesto, CA 95354

To Consultant:

Parent Resource Center

Attention: Susan Beasley, Executive Director

811 5th Street

Modesto, CA 95351

#### 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.

#### 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.

#### 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 Consultant shall be responsible for the deficiency resulting from the Consultant's non-compliance with program requirements.
- 21.2 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.
- 21.3 Any expenses the County incurs as a result of the Consultant'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

Consultant shall uphold the following Code of Ethics:

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

#### 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

Consultant 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 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
- 25.2 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.
- 25.3 Consultant shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1 through 11165.6 Consultant shall require each employee, volunteer, consultant, subcontractor or agency to sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166(a) and shall comply with the provisions of the code section.

#### 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 Consultant recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this section, Consultant 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 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 <a href="https://www.medi-cal.ca.gov">www.medi-cal.ca.gov</a>.

28.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Consultant shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Consultant the policies and procedures related to the Federal and State False Claims Act. Consultant 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 <a href="http://www.co.stanislaus.ca.us/BOS/Agenda/2007/20070508/B07.pdf">http://www.co.stanislaus.ca.us/BOS/Agenda/2007/20070508/B07.pdf</a> and that it and its employees, subcontractors, agents and other persons providing services on behalf of Consultant shall adhere to these policies and procedures.

#### 29. MISCELLANEOUS REQUIREMENTS

- 29.1 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.
- 29.2 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.
- 29.3 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: <a href="http://www.stanprop10.org/pdf/commission-policies-procedures.pdf">http://www.stanprop10.org/pdf/commission-policies-procedures.pdf</a>

#### 30. 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 activities

#### ENTIRE AGREEMENT

- 31.1 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.
- 31.2 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	PARENT RESOURCE CENTER
By: Keith D. Boggs Ha.	By: In Stephen
Assistant Executive Office GSA/Purchasing Agent	Title: Sechedary
Dated: 8-17-17-	Dated: 6 15/17
APPROVED AS TO FORM: STANISLAUS COUNTY CHILDREN AND FAMILIES COMMISSION	APPROVED AS TO FORM: COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY
By: David T. Jones Executive Director	By: Christine Huber Assistant Director
Dated: 4/7/2017	Dated: 11511
APPROVED AS TO FORM: COUNTY COUNSEL	COUNTY OF STANISLAUS
By: Jack Doering	Approved per BOS Item #: 2017-348
County Counsel	Dated: 6-27-17
Dated: 4/9//7	Approved per CFC Item #: VI-C-1
	Dated: 05/23/2017

## **EXHIBIT A - SCOPE OF WORK**

### **Parent Resource Center**

## AGREEMENT TO PROVIDE FAMILY RESOURCE CENTERS AND SERVICES JULY 1, 2017 THROUGH JUNE 30, 2020

Parent Resource Center has been determined to be a Sub recipient of a Federal Award.

a.	Sub recipient Name (which must match the unique entity is	Parent Resource Center			
b.	Sub recipient Unique Entity Identifier I	77-0324466			
c.	Federal Award Identification Number (	1701CAFPSS 1701CAFPCV			
d.	Federal Award Date (most recent)	ederal Award Date (most recent)			
	Sub-annual David of Davidson	Start Date	2017 July 1, 2017		
e.	Sub award Period of Performance End I		June 30, 2020		
f.	Amount of Federal Funds Obligated by	this action	\$75,898		
g.	Total amount of Federal Funds Obligat	ed to Sub	\$227,694		
h.	Total amount of the Federal Award	Unavailable at the time of contract execution. Will be available at a later date at usaspending.gov – column BU			
i.	Federal award project description*	County Administered, State Supervised program, PSSF is used to support family preservation and family reunification efforts. The funds are primarily allocated to the counties (90%), with CDSS using 10% for statewide contracts.			
j.	Name of Federal awarding agency,		U.S. Department of Health and Human Services – Administration fo Children and Families.		
	Pass through entity,		Stanislaus County		
	And contact information for awarding	Kathryn M. Harwell, Director Community Services Agency P.O. Box 42 Modesto, CA 95353			
1	CEDA	Number	93.556		
K.	k. CFDA		Promoting Safe and Stable Familie (PSSF)		
1.	Is the award research and developmen	nt?	No		
m.	Indirect cost rate for the Federal awar the de minimus rate is charged per §2 (F&A) costs.				

For a multi-year Agreement, future Federal Award Identification Numbers will be posted on USAspending.gov upon the publication of the fiscal year allocation awards.

#### 1. 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 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), and Child Welfare Services (CWS) after care services to children 0 through 17 as well family support services to Stanislaus County communities.

#### 11. SERVICES PROVIDED

Service

Consultant shall provide the following services at the Parent Resource Center located at 811 5th Street, Modesto, CA 95351 and the Airport Neighborhood Resource Center located at 530 S. Santa Cruz, Modesto, CA 95354 to residents of Stanislaus County.

Services are listed in priority order in accordance with the Priorities Plan adopted by the Commission in December, 2014. Services to be provided under this agreement are limited to:

Service Locations

Service	Service Educations
Case Management	Family Resource Centers Mobile (Client Homes)
Parenting Classes	Family Resource Centers
Family/Child Crisis Support	Family Resource Centers Mobile (Client Homes)
 Pregnancy/Infant Support Groups	Family Resource Centers without Healthy Birth Outcomes (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
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

Health Insurance Enrollment Family Resource Centers

Mobile (Community Events)

#### 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, at least one time each year, 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 811 5th Street, Modesto, CA 95351 and the Airport Neighborhood Resource Center located at S30 S. Santa Cruz, Modesto, CA 95354 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 and CSA (currently using Burns).
- 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 trauma informed group and individual mental health counseling to caregivers of children 0-5.
- Consultant shall provide developmental screenings to children 0-5 which includes 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 be available for a joint home visit with Community Services Agency staff within three business days of notice.
- Consultant shall provide all services described in SCOARRS (Exhibit D).

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

Desired Result: Families are supported and safe in communities that are capable of supporting 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 school ready.
- 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 healthy pregnancy and child health and safety.
- Children 0-5 are enrolled in health insurance.

#### 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, and CWS after care services shall be provided to Stanislaus County families with children 0 through 17 years of age with children ages 0 through 5 reported separately.

#### VII. REPORTS AND CONTRACT MONITORING

A. Consultant shall report **quarterly** to CSA and Commission staff using SCOARRS (Exhibit D) forms and Program Statistical reports for PSSF and CAPIT (Exhibit E) or other forms provided by the Commission or CSA.

Reports shall be sent to the following emails:

- CSAreports@stancounty.com
- CFCReports@stancounty.com
- B. Consultant shall submit a Differential Response Client Data Sheet (DR Client Data Sheet) monthly via email to <a href="mailto:DRClientData@stancounty.com">DRClientData@stancounty.com</a>.
- 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, 2017, 2018, and 2019
  - Quarter 2 (October-December): January 31, 2018, 2019, and 2020
  - Quarter 3 (January-March): April 30, 2018, 2019, and 2020
  - Quarter 4 (April-June): July 31, 2018, 2019, and 2020
- D. Consultant shall submit to Commission and CSA staff an annual report in the format provided by the Commission or CSA. Annual report shall be submitted no later than 30 days after the fiscal year end or termination date of the agreement to:
  - CSAreports@stancounty.com
  - CFCReports@stancounty.com
- E. Consultant shall have a representative attend all Commission's Quarterly Contractor Meetings.
- F. Consultant shall participate in an activity and/or assessment regarding collaboration efforts and outcomes.
- G. 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.

H. Consultant will assist in the monitoring and evaluation of the program according to this Scope of Work (Exhibit A) and supporting evaluation documents.

#### VIII. EVALUATION

Consultant shall collect and supply 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 described in VII-F.

#### 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.
  - Consultant will compile and report survey results by January 31, 2018, 2019, and 2020 (for Quarter 2 survey) and July 31, 2018, 2019, and 2020 (for Quarter 4 survey).
- B. Consultant will develop and conduct an employee satisfaction survey annually.
  - Consultant will compile and report survey results into the program's annual report described in Section VII-F.

#### XI. COMPENSATION

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

- A. This Agreement shall be effective July 1, 2017 through June 30, 2020.
- B. Costs:
  - 1. The maximum amount of this Agreement for the period July 1, 2017 through June 30, 2020 shall not exceed \$1,857,372. The maximum amount per fiscal year is as follows:

July 1, 2017 through June 30, 2018 shall not exceed \$619,124 July 1, 2018 through June 30, 2019 shall not exceed \$619,124 July 1, 2019 through June 30, 2020 shall not exceed \$619,124

- 2. This is a cost reimbursement Agreement. The costs attendant to the provision of service are described in EXHIBIT C 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 C, or as the budget is thereafter amended or obligated.
- 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.

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.

- E. 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 C, having useful life of three (3) years or greater, and a value in excess of Five Hundred Dollars (\$500.00) 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 of 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.
- F. County shall not be required to purchase any definite amount of services nor does County guarantee to Consultant any minimum amount of funds or hours.
- G. Billings:
  - 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 2018 is due June 6, 2018
    - June 2018 is due June 13, 2018
    - May 2019 is due June 5, 2019
    - June 2019 is due June 12, 2019
    - May 2020 is due June 3, 2020
    - June 2020 is due June 10, 2020

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 930 15th Street Modesto, CA 95354 (209) 558-6218

- 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.
- 4. In addition, Consultant will submit a monthly report, in a County specified format, indicating client populations, clients' age and services rendered.

#### XII. PAYMENTS

- 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.
- 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.stanprop10.org/partner.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.

#### EXHIBIT B

#### **Insurance Requirements for Professional Services**

Consultant 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 by the Consultant, its agents, representatives, or employees.

#### 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 \$1,000,000 per 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 Consultant or the Consultant'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 Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 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.
  - (Not required if consultant provides written verification it has no employees)
- Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant 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 higher limits maintained by the Consultant. 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

Consultants 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 and the Auto Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant 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 Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

#### Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance 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 Consultant'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, employee's, agents or volunteers.

#### Notice of Cancellation

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

#### Waiver of Subrogation

Consultant hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant 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 Consultant to 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 coverage on a claims-made basis:

- 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 Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

#### Verification of Coverage

Consultant 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 Consultant'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

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant 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 Consultant and Consultant's officers, employees, agents, representatives or subcontractors. Consultant's obligation to defend, indemnify and hold the County, 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 Consultant 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: Howen Water

Name: Kevin Watson

Title: Liability & Insurance Manager

Date: 06/06/2017

Vendor: Parent Resource Center

# EXHIBIT C 2017/2018 FISCAL YEAR BUDGET

Contract (Program): Family Resource Center

Contract (Agency): Center

Prepared By (Name & Number): Susan Beasley/549-8193

Prepared By (Name & Number):	Susaii	Beasley/549-8	-	of remains	OWNER CARL		W
DESCRIPTION	PROP	10 FUNDING	(from	Agency)	OTHER CASH FUNDING (Identify)		TOTAL
			RSONN	EL			
Salary/Wages	\$	303,609				\$	303,609
Fringe Benefits	\$	66,794	(h)		\$	\$	66,794
Subtotal Personnel Cost		370,403	_	perating Expen		- \$	370,403
Rent/Lease	\$	48,945	ies (U	perating expen	isesj	\$	48,945
Utilities	\$	1,575				\$	1,575
Rep & Maint/Janitorial/Landscape/Bldg	\$	2,306				\$	2,306
Storage Unit(s)	\$	486				\$	486
Communication/Telephone	\$	9,038				\$	9,038
Security	\$	573				\$	573
Supplies - Office Supplies	\$	5,400				\$	5,400
Postage	\$	504				\$	504
Equipment Maintenance (copy machine)	\$	1,197				\$	1,197
Printing/Reproduction	\$	1,500				\$	1,500
General Liability Insurance	\$	6,984		2,000		\$	8,984
Accounting/Legal	\$	13,576		2,000		\$	15,576
Mileage/Travel	\$	2,400		2,000		\$	2,400
Training/Conferences	\$	300				\$	300
License/Permits	\$	180	1			\$	180
Sierra Vista	\$	150,000				\$	150,000
Program Supplies -	•	150,000				Φ	130,000
Materials	\$	997				\$	997
Program Supplies -							1202
Kitchen	\$	960				\$	960
Program Supplies - Food	\$	1,800				\$	1,800
						\$	
						\$	
Subtotal Services & Supplie	es \$	248,721	\$	4,000	\$	- \$	252,721
Indire			1			\$	
		FIX	ED ASS	SETS			
Buildings and Improvements						5	
Equipment (Specify)						\$	
Subtotal Fixed Asse	ts \$		\$	a.	\$	- \$	THE RESERVE
TOTA		619,124	-			\$	623,124
				VOICE TO PRO	P 10		
July \$ 51,593.6		January		51,593.67			
August \$ 51,593.6	The same of the sa	February		51,593.67			
September \$ 51,593.6	-	March		51,593.66			
October \$ 51,593.6		April	-	51,593.67			
November \$ 51,593.6	_	May		51,593.67			
December \$ 51,593.6	_	June	-	51,593.67			
\$309,56		June \$0		\$309,562			
	200	619,124	And the same of	4007,302			
TOTAL (Equals Prop 10 Funding	) 4	015,124					

# EXHIBIT C 2018/2019 FISCAL YEAR BUDGET

			Contrac	t (Program):	Family Resource Ce	nter	
Contract (Agency): Center							
Prepared By (Name & Number):	Susan	Beasley/549-8		-			
DESCRIPTION	PROP	10 FUNDING	(from	N-KIND* Contracted Igency)	OTHER CASH FUNDING (Identify)		TOTAL
		PEI	RSONN	EL			
Salary/Wages	\$	303,609				\$	303,609
Fringe Benefits	\$	66,794				\$	66,794
Subtotal Personnel Cost		370,403		*	<del>V</del> ————————————————————————————————————	\$	370,403
			ES (O	erating Expe	nses)		10.0
Rent/Lease	\$	48,945				\$	48,945
Utilities	\$	1,575				\$	1,575
Rep & Maint/Janitorial/Landscape/Bldg	\$	2,306	_			\$	2,306
Storage Unit(s)	\$	486				\$	486
Communication/Telephone	_ \$	9,038				\$	9,038
Security	\$	573				\$	573
Supplies - Office Supplies	\$	5,400				\$	5,400
Postage	\$	504				\$	504
Equipment Maintenance (copy machine)	\$	1,197				\$	1,197
Printing/Reproduction	\$	1,500				\$	1,500
General Liability Insurance	\$	6,984		2,000		\$	8,984
Accounting/Legal	\$	13,576	\$	2,000		\$	15,576
Mileage/Travel	\$	2,400				\$	2,400
Training/Conferences	\$	300				\$	300
License/Permits	\$	180				\$	180
Sierra Vista	\$	150,000				\$	150,000
Program Supplies - Materials	\$	997				\$	997
Program Supplies - Kitchen	\$	960				\$	960
Program Supplies - Fcod	\$	1,800				\$	1,800
Subtotal Services & Supplie	. ¢	248,721	•	4,000	e	- \$	252,721
Indire		210,721	*	1,000		\$	232,721
manci		FIX	ED ASS	FTS			
Buildings and Improvements			30 1100	2.0		\$	
Equipment (Specify)						\$	
Subtotal Fixed Asse	IS \$		\$	ъ	\$	- \$	
TOTA		619,124				\$	623,124
		***	HLY IN	VOICE TO PRO	OP 10	1	
July \$ 51,593.67		January		51,593.67			
August \$ 51,593.67	_	February		51,593.67			
September \$ 51,593.66	_	March		51,593.66			
October \$ 51,593.60	The state of the s	April		51,593.67	•		
November \$ 51,593.6		лрги Мау		51,593.67	•		
December \$ 51,593.66 \$309,562		June \$0	Ф	51,593.67 \$309,562			
		619,124		4502,202			
TOTAL (Equals Prop 10 Funding	, 4	017,124					

# EXHIBIT C 2019/2020 FISCAL YEAR BUDGET

			Contrac	ct (Program):	Family Resource Ce	nter	
Contract (Agency): Center		_					
Prepared By (Name & Number):	Susan I	Beasley/549-8	193				
DESCRIPTION	PROP	10 FUNDING	(from	N-KIND*   Contracted   Igency]	OTHER CASH FUNDING (Identify)		TOTAL
		PEI	RSONN	EL			
Salary/Wages	\$	303,609				\$	303,609
Fringe Benefits	\$	66,794				\$	66,794
Subtotal Personnel Cost		370,403		- 1		- \$	370,403
	-		ES (O	erating Exper	ises)	•	1001
Rent/Lease	\$	48,945				\$	48,945
Utilities	\$	1,575				\$	1,575
Rep & Maint/Janitorial/Landscape/Bldg	\$	2,306				\$	2,306
Storage Unit(s)	\$	486				5	486
Communication/Telephone	\$	9,038				\$	9,038
Security	\$	573				\$	573
Supplies - Office Supplies	\$	5,400				\$	5,400
Postage	\$	504				\$	504
Equipment Maintenance (copy machine)	\$	1,197				\$	1,197
Printing/Reproduction	\$	1,500				\$	1,500
General Liability Insurance	\$	6,984		2,000		\$	8,984
Accounting/Legal	\$	13,576	\$	2,000		\$	15,576
Mileage/Travel	\$	2,400				\$	2,400
Training/Conferences	\$	300				\$	300
License/Permits	\$	180				\$	180
Sierra Vista	\$	150,000				. \$	150,000
Program Supplies - Materials	\$	997				\$	997
Program Supplies - Kitchen	\$	960				\$	960
Program Supplies - Food	\$	1,800				\$	1,800
3				_		\$	
				_		\$	
Subtotal Services & Supplie	s \$	248,721	S	4,000	\$	- \$	252,721
Indire						\$	
		FIXI	ED ASS	ETS			
Buildings and Improvements						\$	-
Equipment (Specify)						\$	
Subtotal Fixed Asse	ts S	9	\$	-	\$	- \$	
TOTA		619,124				\$	623,124
		MATED MONT	HLY IN	VOICE TO PRO	OP 10		
July \$ 51,593.67		January	\$	51,593.67			
August \$ 51,593.67	_	February	\$	51,593.67			
September \$ 51,593.66		March		51,593.66			
October \$ 51,593.67		April		51,593.67			
November \$ 51,593.6		May		51,593.67			
December \$ 51,593.60		June		51,593.67			
\$309,562		\$0		\$309,562			
TOTAL (Equals Prop 10 Funding		619,124					

It's All About The Kids

# 2017-2018 Stanislaus County Outcomes And Results Reporting Sheet (SCOARRS)

Date:		Reporting for Quarter:
Agency:	Prepared by:	1st Quarter
Program Name:	Phone Number:	2nd Quarter
	Email:	☐ 3 <sup>rd</sup> Quarter
		1 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 sociallybehaviorally ready to enter school

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
1.FRC Staff will provide	a. # of Non-DR children 0-5 receiving any Prop 10 services	a. # of Non-DR children 0-5 receiving any Prop 10 services	(b) / (a) =% of Non-DR children 0-5 whose	
an FDM assessment to the caregivers of children (DR, After Care, & Non-DR).	b. # of Non-DR children 0-5 whose caregivers received a first FDM assessment	b. # of Non-DR children 0-5 whose caregivers received a first FDM assessment	caregivers received a first FDM assessment  (c) / (a) =% of Non-DR children 0-5 whose	
<ul> <li>65% of Non-DR children 0-5's caregivers will receive a second FDM assessment.</li> </ul>	c. # of Non-DR children 0-5 whose caregivers received a second FDM assessment	c. # of Non-DR children 0-5 whose caregivers received a second FDM assessment	caregivers received a second FDM assessment  (e) / (d) = % of DR	
<ul> <li>65% of DR referred children (all ages) whose caregivers respond to a contact</li> </ul>	d. # of referred DR children 0-5	d. # of referred DR children 0-5	referred children 0-5 whose caregivers responded to a contact  (f) / (e) =%  of DR children 0-5 whose caregivers responded to a contact and received a first FDM assessment  (g) / (e) =%  of DR children 0-5 whose caregivers responded to a	
respond to a contact will receive a second FDM assessment.  • 30% of all Aftercare children (all ages) whose caregivers respond to a contact will receive a second FDM assessment.	e. # of referred DR children 0-5 whose caregivers responded to a contact.	e. # of referred DR children 0-5 whose caregivers responded to a contact.		
	f. # of DR children 0-5 whose caregivers received a first FDM assessment	f. # of DR children 0- 5 whose caregivers received a first FDM assessment		
	g. # of DR children 0- 5 whose caregivers received a second FDM	g. # of DR children 0- 5 whose caregivers received a second FDM assessment	contact and received a second FDM assessment	

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
	assessment		(i) / (h) = % of DR referred children (all ages)	
	h. # of referred DR children (all ages).	h. # of referred DR children (all ages).	whose caregivers responded to a contact	
	i. # of referred DR children (all ages) whose caregivers responded to a contact.	i. # of referred DR children (all ages) whose caregivers responded to a contact.	of DR referred children (all ages) whose caregivers responded to a contact and received a first FDM assessment	
	j. # of DR children (all ages) whose caregivers responded to a contact and received a first FDM assessment	j# of DR children (all ages) whose caregivers responded to a contact and received a first FDM assessment	(k) / (i) = %  of DR referred children (all ages) whose caregivers responded to a contact and received a second FDM	
	k. # of DR children (all ages) whose caregivers responded to a contact and received a second FDM assessment	k. # of DR children (all ages) whose caregivers responded to a contact and received a second FDM assessment	assessment  (e) / (d) = % of DR referred children 0-5 whose caregivers responded to a contact	
	I. # of referred DR children 0-5	l. # of referred After Care children 0-5	(f) / (e) = \\% of DR children 0-5 whose	
	m. # of referred DR children 0-5 whose caregivers responded to a contact.	m. # of referred After Care children 0-5 whose caregivers responded to a contact.	caregivers responded to a contact and received a first FDM assessment	

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
	n. # of DR children 0- 5 whose caregivers received a first FDM assessment	n. # of After Care children 0-5 whose caregivers received a first FDM assessment	(g) / (e) =% of DR children 0-5 whose	
	o. # of DR children 0- 5 whose caregivers received a second FDM assessment	o. # of After Care children 0-5 whose caregivers received a second FDM assessment	caregivers responded to a contact and received a second FDM assessment  (i) / (h) =  % of DR	
	p. # of referred DR children (all ages).	p. # of referred After Care children (all ages).	referred children (all ages) whose caregivers responded to a contact	
	q. # of referred DR children (all ages) whose caregivers responded to a contact.	q. # of referred After Care children (all ages) whose caregivers responded to a contact.	(j) / (i) =%  of DR referred children (all ages) whose caregivers responded to a contact and received a first FDM assessment  (k) / (i) =%  of DR referred children (all ages) whose caregivers	
	r. # of DR children (all r. ages) whose caregivers responded to a contact and received a first FDM assessment	r. # of After Care children (all ages) whose caregivers responded to a contact and received a first FDM assessment		
	s. # of DR children (all ages) whose caregivers responded to a contact and received a second FDM assessment	s# of After Care children (all ages) whose caregivers responded to a contact and received a second FDM assessment	responded to a contact and received a second FDM assessment	

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
2. FRC Staff will provide a valid depression screening to caregivers of children 0-5 who receive a second FDM assessment  80% of the children 0-5 whose caregivers receive a second FDM assessment will receive depression screenings.	t# of After Care, DR and Non-DR children 0-5 whose caregivers received a second FDM assessment and were screened for depression	t# of After Care, DR and Non-DR children 0-5 whose caregivers received a second FDM assessment and were screened for depression	(t) / (c+g+s) =%  of children 0-5 whose caregivers received a second FDM assessment and were screened for depression	
3.FRC staff or contracted staff will provide group and individual mental health counseling to	u# of children 0-5 whose caregivers received group counseling	u. # of children 0-5 whose caregivers received group counseling	(v) / (u) = % of children 0-5 whose caregivers received group	Please note: Information on Outcome 3 moy be reported on a semi-
caregivers of children 0-5. Improvement will be reported by a clinician.  • 96% of the children 0-5 whose caregivers receive group counseling will, according to their clinician, indicate an improvement with presenting issues.  • 80% of the children	v. # of children 0-5 whose caregivers received group counseling indicated improvement with presenting issues (according to their clinician)	v. # of children 0-5 whose caregivers received group counseling indicated improvement with presenting issues (according to their clinician)	counseling indicated improvement with presenting issues (according to their clinician)  (x)/(w)=%  of children 0-5 whose caregivers received individual	annual basis.  If applicable: # of children 0-5
	w. # of children 0-5 whose caregivers received individual counseling	w. # of children 0-5 whose caregivers received individual counseling	counseling indicated improvement with presenting issues (according to their clinician)	whose caregivers were referred to group counseling. # of children 0-5

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
0-5 whose caregivers receive individual counseling will, according to their clinician, indicate improvement with presenting issues.	x. # of children 0-5 whose caregivers received individual counseling indicated improvement with presenting issues (according to their clinician)	x. # of children 0-5 whose caregivers received individual counseling indicated improvement with presenting issues (according to their clinician)		whose caregivers were referred to individual counseling.
4.FRC Staff will provide children 0-5, whose caregivers receive a second FDM assessment, with	y. # of Non-DR children 0-5, whose caregivers received a second FDM assessment, received a developmental screening	y. # of Non-DR children 0-5, whose caregivers received a second FDM assessment, received a developmental screening		
developmental screenings using the Ages & Stages Questionnaire (ASQ)  • 65% of the children 0-5, whose caregivers	z. # of DR children 0- 5, whose caregivers received a second FDM assessment, received a developmental screening	z. # of DR children 0-5, whose caregivers received a second FDM assessment, received a developmental screening	(y+z+aa) / (c+g+s) =% of children 0-5, whose caregivers received a second FDM assessment, received developmental screenings	
receive a second FDM assessment, will receive developmental screenings	aa. # of After Care children 0-5, whose caregivers received a second FDM assessment, received a developmental screening	aa# of After Care children 0-5, whose caregivers received a second FDM assessment, received a developmental screening		
5. FRC Staff or contracted staff will provide literacy/school	bb. # of children 0-5 who received literacy services	bb. # of children 0-5 who received literacy services		

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
readiness services (teaching adults literacy, distributing children's books, teaching adults how to read to children, etc.)	cc. # of children 0-5 who received literacy services and indicated increased time reading at home with family	cc. # of children 0-5 who received literacy services and indicated increased time reading at home with family	(cc) / (bb) =%  of children 0-5 who received literacy services increased time reading at home with family  (dd) / (bb) =%  of children 0-5 who received literacy services also received books  (ff) / (ee) =%  of children 0-5 whose caregivers received adult literacy services and self-reported increased literacy skills	
<ul> <li>92% of children 0-5 who received literacy services will indicate increased time reading at home with family</li> <li>97% of children 0-5 who receive literacy services will be provided books</li> <li>75% of children 0-5's caregivers who receive adult literacy services will self-report an increase in adult literacy skills</li> </ul>	dd. # of children 0-5 who received literacy services and books	dd. # of children 0-5 who received literacy services and books		
	ee. # of children 0-5 whose caregivers received adult literacy services	ee. # of children 0-5 whose caregivers received adult literacy services		
	ff# of children 0-5 whose caregivers received adult literacy services and self-reported increased literacy skills	ff. # of children 0-5 whose caregivers received adult literacy services and self- reported increased literacy skills		
6.FRC Staff will assist families in obtaining health insurance within 120 days of first contact.  • 92% of the children 0-5 who do not have	gg. # of children 0-5 without health insurance at time of first contact	gg # of children 0-5 without health insurance at time of first contact	(hh) / (gg) = % of children 0-5 who did not have health insurance at time of first contact were enrolled in a health insurance program within 120 days of first contact	

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
health insurance at the time of first contact will be enrolled in a health insurance program within 120 days of first contact	hh# of children 0-5 without health insurance were enrolled in a health insurance program within 120 days of first contact	hh. # of children 0-5 without health insurance were enrolled in a health insurance program within 120 days of first contact		
7. Caregivers have increased parenting knowledge, skills, and support.  A variety of parenting education will be provided to parents of children 0-5 and 6-17 including family nurturing, social skills development, and child development/health topics.  • 80% of the children 0-5 will have caregivers who indicate an increase in parenting knowledge or skills after attending parenting education as measured by an increase in knowledge/skills through a survey or	ii. # of children 0-5 whose caregiver attended parent education (assessed or not assessed) during this quarter.  ij. # of caregivers for children 0-5 who attended parent education (assessed or not assessed) during this quarter.  kk. # of children 0-5 whose caregiver attended parenting education and completed a survey or pre/post test during this quarter.  II. # of caregivers of children 0-5 who attended parenting education and completed a survey or pre/post test during this quarter.	ii. # of children 0-5 whose caregiver attended parent education (assessed or not assessed) year to date.  ij. # of caregivers for children 0-5 who attended parent education (assessed or not assessed) year to date.  kk. # of children 0-5 whose caregiver attended parenting education and completed a survey or pre/post test year to date.  II. # of caregivers of children 0-5 who attended parenting education and completed a survey or pre/post test year to date.	(mm) / (kk) =% of children 0-5 whose caregiver attended parenting education, completed a survey, and indicated an increase in parenting knowledge or skills after attending parenting education year to date.  (nn)/(kk)=% of caregivers of children 0-5 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date.	CUMULATIVE INFORMATION: In this section, explain:  • the curriculum(s) used, • if the curriculum is evidence based or evidence informed, and • if the children 0-5 participated in the class with the caregivers • if there's a mixture of evidence based vs. evidence informed or parenting education with children involved vs. not, please separate the counts here. (i.e. Empowering families, evidence

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
• 80% of the children 6-17 will have caregivers who indicate an increase in parenting knowledge of skills after attending parenting education as measured by an increase in knowledge / skills through a survey or pre/post test.	mm. # of children 0-5 whose caregiver attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills this quarter.  nn. # of caregivers of children 0-5 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills this quarter.  SECTION for 6-17:  oo. # of children 6-17 whose caregiver attended parent education (assessed or not assessed) during this quarter.  pp. # of caregivers for children 6-17 who attended parent education (assessed or not assessed) during this quarter.  qq # of children 6-17 whose caregiver attended during this quarter.	mm. # of children 0-5 whose caregiver attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date.  nn. # of caregivers of children 0-5 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date.  SECTION for 6-17:  oo. # of children 6-17 whose caregiver attended parent education (assessed or not assessed) year to date.  pp. # of caregivers for children 6-17 who attended parent education (assessed or not assessed) year to date.  qq. # of children 6-17 whose caregiver attended	(ss)/(qq) = % of children 6-17 whose caregiver attended parenting education, completed a survey, and indicated an increase in parenting knowledge or skills after attending parenting education year to date.  (tt)/(rr)= % of caregivers of children 6-17 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date.	based, children participate, 10 0-5 children, 5 caregivers; or New Beginnings, evidence informed children do not participate, 15 caregivers. )  SECTION for 6-17: In this section, explain the curriculum(s) used, if the curriculum is evidence based or evidence informed, and if the children 6-17 participate in the class with the caregivers if there's a mixture of evidence based vs. evidence

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
	parenting education and completed a survey or pre/post test during this quarter.  rr # of caregivers of children 6-17 who attended parenting education and completed a survey or pre/post test during this quarter.  ss # of children 6-17 whose caregiver attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills this quarter.  tt # of caregivers of children 6-17 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills this quarter.	parenting education and completed a survey or pre/post test year to date.  rr # of caregivers of children 6-17 who attended parenting education and completed a survey or pre/post test year to date.  ss # of children 6-17 whose caregiver attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date.  tt # of caregivers of children 6-17 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date.		informed or parenting educatio with children involved vs. not, please separate the counts here. (i.e. Empowering families, evidence based, children participate, 10 6-17 children, 5 caregivers; or New Beginnings, evidence informed, children do not participate, 15 caregivers. )

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
1. Access to Transportation Bron Level of Need 2. Child Health Insurance 3. Community Resources Knowled 4. Health Services 5. Budgeting Skills a Knowledge of Financial Resource 6. Adequacy of Cloth 7. Quality of Employment State 8. Access to Quality Child Care 9. Risk of Emotional Sexual Abuse 10. Supervision by the Family 11. Age-Appropriate Physical and Ment Development 12. Resources for Nutritious Food 13. Family Communications Skills 14. Emotional Wellbe	edge  uu. The % (and number) of families who received a first assessment during the quarter and were identified as "in crisis".  vv. The % (and number) of families who received a first assessment during the quarter and were identified as "safe" or "self sufficient".	uu. The % (and number) of families identified as "in crisis" decreases in each assessment subsequent to the first assessment.  vv. The % (and number) of families identified as "safe" or "self sufficient" increases in each assessment subsequent to the first assessment.	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.	Please explain the results.  1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18.

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
/ Sense of Life Value				21.
15. Nurturing				22.
16. Confidence in Parenting Skills				23.
17. Health and Safety of Home Environment				
18. Stability of Home and Shelter				
19. Quality of Social Support System				
20. Presence / Degree of Substance Abuse				
21. Adult Educational Development				
22. School Attendance				
23. Income Level for Basic Expenses				

# **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):

# STANISLAUS COUNTY COMMUNITY SERVICES AGENCY

QUARTERLY AGE, LANGUAGE, ETHNICITY and SERVICE REPORT FOR STATE OFFICE OF CHILD ABUSE PREVENTION

Parent Resource Center 811 5th Street, Modesto, CA 95351

FUNDING SOURCE*	CAPIT 🗆	CFC 🗆	CWS OIP	PSSF []	
PROGRAM NAME SERVICE QUARTER	Family Reso	urco Center - D	ifferential Respon	se (DR) Clients Only	
	Sandres Provided	Basic Needs	Concrete Support	•	

Case Management Differential Response Early Childhood Services

Family Resource Center, or other drop in multi-service support center

Home Visiting (target parents with Children ages 0-5)

Parenting Eduction

#### **Direct Services Provided**

Clients may access multiple services each month.

Enter an undupticated count for direct services provided under DR. Direct services means that the services were provided to the individual or family and the planned duration of the service was more than a one-time event.

A participant si counted as EITHER an individual OR a family not both. For participants who access multiple services at multiple times, count ONCE for each service provided.

	Customers Receiving Services						
	0-5 \	0-5 Years		6-18 Years		yr - older)	
Ethalc Origin	without disabilities	with disabilities	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 Hawalian & Other Pacific Islander							
g. Two or more races							
h. Other							
			O NOT WRITE	BELOW THIS LIN	E		
TOTALS	0	0	0	0	0	0	

#### Use appropriate code listed below:

Ethic Origin	Race and Ethnicity Description	
	(Based on standards established by the Federal Office of Management and Budgets)	
White	A person having origins in any of the original peoples of Europe, the Middle East or North Aftrica	
Hispanic or Latino	A person of Cuban, Mexican, Puerto Rican, South or Central American or other Spanish culture	
	or origin regardless of race	
Black or African American	A person having origina in any of the black racial groups of Africa	
Asian	A person having origins in any of the Far East, Southeast Asia or the Indian subcontinent including	
	Cambodia, China, India, Japan, Korea, Malaysia, Pakistan,the Philippine Islands, Thailand and Vietnam	
American Indian or Alaska Native	A person having origins in any of the original peoples of North and South America	
	(including Central America) and who maintains tribal affiliation or community attachment	
Native Hawaiian & Other Pacific Islander	A person having origins in any of the original peoples of Hawaii, Guam, Sampa, or other Pacific Islands	

46	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	

# Attachment 5

# COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY AGREEMENT TO PROVIDE FAMILY RESOURCE CENTERS AND SERVICES

JULY 1, 2017 THROUGH JUNE 30, 2020

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 AND FAMILY SERVICES (NORTH MODESTO FAMILY RESOURCE CENTER) ("Consultant"), a California non-profit corporation, with an effective date of July 1, 2017.

#### 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**

#### 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.
- Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or it subconsultants under this Agreement are not works for hire, Consultant hereby assigns to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities. Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County releases Consultant and its subconsultants from all liability associated with the reuse of such documents.
- 1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner 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 Consultant; provided, however, that such schedule is a subject to review by and concurrence of the County.
- 1.4 The Consultant shall provide services and work under this Agreement consistent with the

requirements and standards established by applicable federal, state and county laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it shall perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

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

#### 2 CONSIDERATION

- 2.1 The Consultant shall be compensated either on a time and materials basis or a lump sum 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 invoice period, which the County shall pay in full within thirty (30) days of the date each invoice is approved by the County. The statement shall generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.
- 2.4 County shall not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- 2.5 Payments of all services provided in accordance with the provisions of this Agreement are contingent upon the availability of County, state and federal funds.

#### TERM

3.1 The term of this Agreement shall be from the Effective Date **through June 30, 2020**, 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 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 section 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 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 AND COMPLIANCE WITH LAWS

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

Consultant shall comply with all applicable local state and federal laws rules and regulations.

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.

#### 6. INSURANCE

Coverage Required: Consultant 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.

#### DEFENSE AND INDEMNIFICATION

- 7.1 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.
- 7.2 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.

7.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

#### 8. STATUS OF CONSULTANT

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 Consultant is permitted to provide services to others during the same period service is 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.
- 8.8 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.

#### RECORDS AND AUDITS

- 9.1 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.
- 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 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.
- 9.4 County shall have the right to audit all invoices and records of the Consultant related to this Agreement as required by state law. County may appoint an independent public accountant.
- 9.5 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.
- 9.6 Monitoring by County may be accomplished by the following non-exclusive means: field reviews, audit claims, monthly review of records.
- 9.7 Consultant shall be responsible for the procurement and performance of an annual fiscal and compliance audit for each Consultant's fiscal years included in the term of this Agreement when Consultant's reimbursement exceeds \$45,000 per fiscal year.
- 9.8 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-profit.
- 9.9 For Consultants who have biennial audits completed, the audit must cover both years within the biennial period.

- 9.10 The audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 9.11 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
- 9.12 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.
- 9.13 Consultant 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 Consultant's fiscal year.

#### 10. 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:

- 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 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.
- 10.4 Consultant 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 <a href="http://www.stanworks.com/other-services/pdf/medi-cal-data-privacy-and-security-agreement.pdf">http://www.stanworks.com/other-services/pdf/medi-cal-data-privacy-and-security-agreement.pdf</a>.

# 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 including perception of a 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 and 1102; 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 Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 11.3 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.

#### 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.

#### 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 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

930 15<sup>th</sup> Street Modesto, CA 95354

To Consultant: Sierra Vista Child and Family Services

Attention: Judy Kindle, Executive Director

100 Poplar Avenue Modesto, CA 95354

#### 15. 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.

# 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

- In the event of an audit exception or exceptions, the Consultant shall be responsible for the deficiency resulting from the Consultant's non-compliance with program requirements.
- 21.2 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.
- 21.3 Any expenses the County incurs as a result of the Consultant'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

Consultant shall uphold the following Code of Ethics:

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

#### 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

Consultant 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 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.
- 25.2 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
- 25.3 Consultant shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1 through 11165.6. Consultant shall require each employee, volunteer, consultant subcontractor or agency to sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166(a) and shall comply with the provisions of the code section.

#### 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 Consultant recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this section, Consultant 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 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.

28.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Consultant shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Consultant the policies and procedures related to the Federal and State False Claims Act. Consultant 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 <a href="http://www.co.stanislaus.ca.us/BOS/Agenda/2007/20070508/B07.pdf">http://www.co.stanislaus.ca.us/BOS/Agenda/2007/20070508/B07.pdf</a> and that it and its employees, subcontractors, agents and other persons providing services on behalf of Consultant shall adhere to these policies and procedures.

#### 29. MISCELLANEOUS REQUIREMENTS.

- 29.1 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.
- 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.
- 29.3 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: <a href="http://www.stanprop10.org/pdf/commission-policies-procedures.pdf">http://www.stanprop10.org/pdf/commission-policies-procedures.pdf</a>

#### 30. 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 activities.

## 31. ENTIRE AGREEMENT

- 31.1 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.
- 31.2 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	SIERRA VISTA AND CHILD FAMILY SERVICES
By:  Keith D. Boggs D  Assistant Executive Officer GSA/Purchasing Agent	Title: Chief Executive Officer
Dated: 8-17-17	Dated: 6/15/17
APPROVED AS TO FORM: STANISLAUS COUNTY CHILDREN AND FAMILIES COMMISSION	APPROVED AS TO FORM: COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY
By: David T. Jories Executive Director	By: Christine Huber Assistant Director
Dated: 6/1/2017	Dated: 119/17
APPROVED AS TO FORM: COUNTY COUNSEL	COUNTY OF STANISLAUS
By: Jack Doewing	Approved per BOS Item #: 2017 - 348
County Counsel	Dated: 6/27/17
Dated: 4/9/17	Approved per CFC Item #: VI-C-1
	Dated: 05/23/2017

# **EXHIBIT A - SCOPE OF WORK**

# Sierra Vista Child and Family Services North Modesto Family Resource Center

# AGREEMENT TO PROVIDE FAMILY RESOURCE CENTERS AND SERVICES JULY 1, 2017 THROUGH JUNE 30, 2020

Sierra Vista Child and Family (North Modesto) has been determined to be a Sub recipient of a Federal Award.

a.	Sub recipient Name (which must match the unique entity id	Sierra Vista Child and Family Services – North Modesto	
b.			94-2158023
c.	Federal Award Identification Number (	FAIN)	1701CAFPSS 1701CAFPCV
d.	Federal Award Date (most recent)		2017 2017
e.	Sub award Period of Performance	Start Date	July 1, 2017
·.	Sub award reflot of reflormance	End Date	June 30, 2020
f.	Amount of Federal Funds Obligated by	this action	\$70,838
g.	Total amount of Federal Funds Obligate recipient	ed to Sub	\$212,514
h.	Total amount of the Federal Award	Unavailable at the time of contract execution. Will be available at a later date at usaspending.gov - column Bl	
í.	Federal award project description*	County Administered, State Supervised program, PSSF is used to support family preservation and family reunification efforts. The funds are primarily allocated to the counties (90%), with CDSS using 10% for statewide contracts.	
j.	Name of Federal awarding agency,	U.S. Department of Health and Human Services – Administration Children and Families.	
	Pass through entity,		Stanislaus County `
	And contact information for awarding	official	Kathryn M. Harwell, Director Community Services Agency P.O. Box 42 Modesto, CA 95353
1	CERA	Number	93.556
K.	CFDA		Promoting Safe and Stable Familie (PSSF)
1,	Is the award research and development?		No
m.	Indirect cost rate for the Federal award de minimus rate is charged per §200.4 (F&A) costs.		

For a multi-year Agreement, future Federal Award Identification Numbers will be posted on USAspending.gov upon the publication of the fiscal year allocation awards.

#### 1. 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 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), and Child Welfare Services (CWS) after care services to children 0 through 17 as well family support services to Stanislaus County communities.

#### II. SERVICES PROVIDED

Consultant shall provide the following services at the Family Resource Center located at 2020 Standiford Avenue, Suite C1, Modesto, CA 95350 to residents of Stanislaus County.

Services are listed in priority order in accordance with the Priorities Plan adopted by the Commission in December, 2014. Services to be provided under this agreement are limited to:

Service	Service Locations
Case Management	Family Resource Centers Mobile (Client Homes)
Parenting Classes	Family Resource Centers
Family/Child Crisis Support	Family Resource Centers Mobile (Client Homes)
Pregnancy/Infant Support Groups	Family Resource Centers without Healthy Birth Outcomes (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
Individual Mental/Behavioral Health	Family Resource Centers
Group Mental/Behavioral Health	Family Resource Centers
Depression Screenings	Family Resource Centers

Mobile (Community Events, Homes)

Family Resource Centers

Family Resource Centers

Mobile (Community Events)

Health Insurance Enrollment

Health and Safety Classes

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, at least one time each year, 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 2020 Standiford Avenue, Suite C1, Modesto, CA 95350 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 and CSA (currently using Burns).
- 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 trauma informed group and individual mental health counseling to caregivers of children 0-5.
- Consultant shall provide developmental screenings to children 0-5 which includes 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 be available for a joint home visit with Community Services Agency staff within three business days of notice.
- Consultant shall provide all services described in SCOARRS (Exhibit D).

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

Desired Result: Families are supported and safe in communities that are capable of supporting 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 school ready.
- 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 healthy pregnancy and child health

and safety.

Children 0-5 are enrolled in health insurance.

# 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, and 95368 zip codes. DR, and CWS after care services shall be provided to Stanislaus County families with children 0 through 17 years of age with children ages 0 through 5 reported separately.

#### VII. REPORTS AND CONTRACT MONITORING

A. Consultant shall report **quarterly** to CSA and Commission staff using SCOARRS (Exhibit D) forms and Program Statistical reports for PSSF and CAPIT (Exhibit E) or other forms provided by the Commission or CSA.

Reports shall be sent to the following emails:

- CSAreports@stancounty.com
- CFCReports@stancounty.com
- B. Consultant shall submit a Differential Response Client Data Sheet (DR Client Data Sheet) monthly via email to <a href="mailto:DRClientData@stancounty.com">DRClientData@stancounty.com</a>.
- 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, 2017, 2018, and 2019
  - Quarter 2 (October-December): January 31, 2018, 2019, and 2020
  - Quarter 3 (January-March): April 30, 2018, 2019, and 2020
  - Quarter 4 (April-June): July 31, 2018, 2019, and 2020
- D. Consultant shall submit to Commission and CSA staff an annual report in the format provided by the Commission or CSA. Annual report shall be submitted no later than 30 days after the fiscal year end or termination date of the agreement to:
  - CSAreports@stancounty.com
  - CFCReports@stancountv.com
- E. Consultant shall have a representative attend all Commission's Quarterly Contractor Meetings.
- F. Consultant shall participate in an activity and/or assessment regarding collaboration efforts and outcomes.
- G. 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.
- H. Consultant will assist in the monitoring and evaluation of the program according to this Scope of Work (Exhibit A) and supporting evaluation documents.

VIII. EVALUATION

Consultant shall collect and supply 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 described in VII-F.

# 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, 2018, 2019, and 2020 (for Quarter 2 survey) and July 31, 2018, 2019, and 2020 (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 VII-F.

#### XI. COMPENSATION

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

- A. This Agreement shall be effective July 1, 2017 through June 30, 2020.
- B. Costs:
  - 1. The maximum amount of this Agreement for the period July 1, 2017 through June 30, 2020 shall not exceed \$1,681,569. The maximum amount per fiscal year is as follows:

```
July 1, 2017 through June 30, 2018 shall not exceed $560,523 July 1, 2018 through June 30, 2019 shall not exceed $560,523 July 1, 2019 through June 30, 2020 shall not exceed $560,523
```

- 2. This is a cost reimbursement Agreement. The costs attendant to the provision of service are described in EXHIBIT C which is hereby incorporated by reference and made a part hereof.
- 3. Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT C, or as the budget is thereafter amended or obligated.
- 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.

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.

- E. 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 C, having useful life of three (3) years or greater, and a value in excess of Five Hundred Dollars (\$500.00) 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 of 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.
- F. County shall not be required to purchase any definite amount of services nor does County guarantee to Consultant any minimum amount of funds or hours.
- G. Billings:
  - 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 2018 is due June 6, 2018
    - June 2018 is due June 13, 2018
    - May 2019 is due June 5, 2019
    - June 2019 is due June 12, 2019
    - May 2020 is due June 3, 2020
    - June 2020 is due June 10, 2020

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 930 15th Street Modesto, CA 95354 (209) 558-6218

- 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.
- 4. In addition, Consultant will submit a monthly report, in a County specified format, indicating client populations, clients' age and services rendered.

#### XII. PAYMENTS

- 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.stanprop10.org/partner.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.

#### EXHIBIT B

# Insurance Requirements for Professional Services

Consultant 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 by the Consultant, its agents, representatives, or employees.

#### 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 \$1,000,000 per 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 Consultant or the Consultant'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 Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 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.
  - (Not required if consultant provides written verification it has no employees)
- 4. Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant 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 higher limits maintained by the Consultant. 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

Consultants 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 and the Auto Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant 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 Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38: and CG 20 37 forms if later revisions used).

#### Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance 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 Consultant'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, employee's, agents or volunteers.

#### Notice of Cancellation

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

#### Waiver of Subrogation

Consultant hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant 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 Consultant to 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 coverage on a claims-made basis:

- 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 Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

#### Verification of Coverage

Consultant 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 Consultant'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

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant 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 Consultant and Consultant's officers, employees, agents, representatives or subcontractors. Consultant's obligation to defend, indemnify and hold the County, 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 Consultant 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: Heven Work

Name: Kevin Watson

Title: Liability & Insurance Manager

Date: \_06/06/2017

Vendor: Sierra Vista Child and Family Services - North Modesto Family Resource Center

# EXHIBIT C 2017/2018 FISCAL YEAR BUDGET

Contract (Program): North Modesto Family Resource Center
Contract (Agency): Sierra Vista Child & Family Services

Prepared By (Name & Number):

DESCRIPTION	PROP 10 FUNDING		IN-KIND* (from Contracted Agency)		OTHER CASH FUNDING (Identify)		TOTAL	
		PEI	RSONNEL					
Salary/Wages		\$350,328					\$	350,328
Fringe Benefits		\$70,064					\$	70,064
Subtotal Personnel Costs	\$	420,392	\$	÷.	\$	0	\$	420,392
	SERVI	CES & SUPPLI	ES (Opera	ting Expe	nses)			
Rent/Lease	\$	37,976					\$	37,976
Janitorial	\$	4,863					\$	4,863
Utilities	\$	3,652					\$	3,652
Communication/Telephone	\$	2,704					\$	2,704
Office Supplies/Postage	\$	2,520					\$	2,520
Equipment Maintenance	\$	740					\$	740
Mileage/Travel	\$	3,429					\$	3,429
Program Supplies	\$	1,983					\$	1,983
Contracted services	\$	26,000					\$	26,000
Miscellaneous	\$	5,307					\$	5,307
Subtotal Services & Supplies	\$	89,174	\$	+	\$		\$	89,174
Indirect	\$	50,957	\$		\$		\$	50,957
		FIXE	ED ASSETS					
Buildings and Improvements							\$	-
Equipment (Specify)							\$	
Subtotal Fixed Assets	\$		\$	-	\$	-	\$	
TOTAL	\$	560,523	\$	-	\$	-	\$	560,523
	ESTIN	ATED MONTH	HLY INVOI	CE TO PRO	OP 10			
July \$ 46,710.25		January	\$	46,710.25				
August \$ 46,710.25	-	February		46,710.25				
September \$ 46,710.25	-	March		46,710.25				
October \$ 46,710.25	-	April		46,710.25	-			
November \$ 46,710.25		May	-	46,710.25				
December \$ 46,710.25	-	June		46,710.25				
	e		1					
TOTAL (Equals Prop 10 Funding)	<sub> </sub> \$	560,523						

# EXHIBIT C 2018/2019 FISCAL YEAR BUDGET

Contract (Program): North Modesto Family Resource Center
Contract (Agency): Sierra Vista Child & Family Services

Prepared By (Name & Number):

DESCRIPTION	PROP 10 FUNDING		IN-KIND* (from Contracted Agency)		OTHER CASH FUNDING (Identify)		TOTAL	
		PEF	RSONNEL					
Salary/Wages		\$350,328				\$	350,328	
Fringe Benefits		\$70,064				\$	70,064	
Subtotal Personnel Costs	\$	420,392	\$		\$	- \$	420,392	
		CES & SUPPLI	ES (Opera	iting Expe	nses)			
Rent/Lease	\$	37,976				\$	37,976	
Janitorial	\$	4,863				\$	4,863	
Utilities	\$	3,652				\$	3,652	
Communication/Telephone	\$	2,704				\$	2,704	
Office Supplies/Postage	\$	2,520				\$	2,520	
Equipment Maintenance	\$	740				\$	740	
Mileage/Travel	\$	3,429				\$	3,429	
Program Supplies	\$	1,983				\$	1,983	
Contracted services	\$	26,000				\$	26,000	
Miscellaneous	\$	5,307				\$	5,307	
Subtotal Services & Supplies	\$	89,174	\$		\$	- \$	89,174	
Indirect	\$	50,957	\$		\$	- \$	50,95	
		FIXE	D ASSETS	5				
Buildings and Improvements						\$		
Equipment (Specify)						\$		
Subtotal Fixed Assets	\$	H	\$		\$	- \$		
TOTAL	\$	560,523	\$		\$	- \$	560,523	
	ESTIM	ATED MONTH	ILY INVOI	CE TO PRO	OP 10			
July \$ 46,710.25		January	\$	46,710.25				
August \$ 46,710.25		February	\$	46,710.25				
September \$ 46,710.25		March		46,710.25				
October \$ 46,710.25	-	April	\$	46,710.25				
November \$ 46,710.25		May		46,710.25				
December \$ 46,710.25		June		46,710.25				
TOTAL (Equals Prop 10 Funding)	\$	560,523						

# EXHIBIT C 2019/2020 FISCAL YEAR BUDGET

Contract (Program): North Modesto Family Resource Center
Contract (Agency): Sierra Vista Child & Family Services

Prepared By (Name & Number):

DESCRIPTION	N PROP 10 FUNDIN		IN-KIND* (from Contracted Agency)		OTHER CASH FUNDING (Identify)		TOTAL	
		PER	RSONNEL					
Salary/Wages		\$350,328					\$	350,328
Fringe Benefits		\$70,064					\$	70,064
Subtotal Personnel Costs	\$	420,392	\$		\$	-	5	420,392
	SERVI	CES & SUPPLI	ES (Operat	ing Expen	ses)			
Rent/Lease	\$	37,976					\$	37,976
Janitorial	\$	4,863					\$	4,863
Utilities	\$	3,652				_	\$	3,652
Communication/Telephone	\$	2,704					\$	2,704
Office Supplies/Postage	\$	2,520					\$	2,520
Equipment Maintenance	\$	740					\$	740
Mileage/Travel	\$	3,429					\$	3,429
Program Supplies	\$	1,983					\$	1,983
Contracted services	\$	26,000					\$	26,000
Miscellaneous	\$	5,307					\$	5,307
Subtotal Services & Supplies	\$	89,174	\$	-	\$		\$	89,174
Indirect	\$	50,957	\$	-	\$	-	\$	50,957
		FIXE	ED ASSETS					
Buildings and improvements							\$	•
Equipment (Specify)							\$	
Subtotal Fixed Assets		-	\$		\$	- 0:	\$	
TOTAL		560,523		-	\$	-	\$	560,523
	ESTIM	ATED MONTH	HLY INVOIC	E TO PRO	P 10			
July \$ 46,710.25		January	\$ 40	6,710.25				
August \$ 46,710.25		February	\$ 4	6,710.25				
September \$ 46,710.25		March	\$ 4	6,710.25				
October \$ 46,710.25		April	\$ 4	6,710.25				
November \$ 46,710.25		May	\$ 4	6,710.25				
December \$ 46,710.25	-	June		6,710.25				
TOTAL (Equals Prop 10 Funding)	\$	560,523						







# 2017-2018 Stanislaus County Outcomes And Results Reporting Sheet (SCOARRS)

Date:	
Agency:	
Program	Name:

Prepared by: Phone Number:

Email:

#### Reporting for Quarter:

P	0	
	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 sociallybehaviorally ready to enter school

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
1.FRC Staff will provide	a. # of Non-DR children 0-5 receiving any Prop 10 services	a. # of Non-DR children 0-5 receiving any Prop 10 services	(b) / (a) =%  of Non-DR children 0-5 whose caregivers received a first FDM assessment  (c) / (a) =%  of Non-DR children 0-5 whose caregivers received a second FDM assessment  (e) / (d) =% of DR referred children 0-5 whose caregivers responded to a contact  (f) / (e) =% of DR children 0-5 whose caregivers responded to a contact and received a first FDM assessment  (g) / (e) =% of DR children 0-5 whose caregivers responded to a contact and received a second FDM assessment	
<ul> <li>1. FRC Staff will provide an FDM assessment to the caregivers of children (DR, After Care, &amp; Non-DR).</li> <li>65% of Non-DR children 0-5's caregivers will receive a second FDM assessment.</li> </ul>	b. # of Non-DR children 0-5 whose caregivers received a first FDM assessment	b. # of Non-DR children 0-5 whose caregivers received a first FDM assessment		
	c. # of Non-DR children 0-5 whose caregivers received a second FDM assessment	c. # of Non-DR children 0-5 whose caregivers received a second FDM assessment		
<ul> <li>65% of DR referred children (all ages) whose caregivers respond to a contact</li> </ul>	d. # of referred DR children 0-5	d# of referred DR children 0-5		
will receive a second FDM assessment.  • 30% of all Aftercare children (all ages) whose caregivers respond to a contact will receive a second FDM assessment.	e. # of referred DR children 0-5 whose caregivers responded to a contact.	e. # of referred DR children 0-5 whose caregivers responded to a contact.		
	f. # of DR children 0-5 whose caregivers received a first FDM assessment	f. # of DR children 0- 5 whose caregivers received a first FDM assessment		
	g. # of DR children 0- 5 whose caregivers received a second FDM	g. # of DR children 0- 5 whose caregivers received a second FDM assessment		

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
	assessment		(i) / (h) = % of DR referred children (all ages)	
	h. # of referred DR children (all ages).	h. # of referred DR children (all ages).	whose caregivers responded to a contact	
	i. # of referred DR children (all ages) whose caregivers responded to a contact.	i. # of referred DR children (all ages) whose caregivers responded to a contact.	(j) / (i) =	
	j. # of DR children (all ages) whose caregivers responded to a contact and received a first FDM assessment	j. # of DR children (all ages) whose caregivers responded to a contact and received a first FDM assessment	assessment  (k) / (i) = %  of DR referred children (all ages) whose caregivers responded to a contact and received a second FDM	
	k. # of DR children (all ages) whose caregivers responded to a contact and received a second FDM assessment	k. # of DR children (all ages) whose caregivers responded to a contact and received a second FDM assessment	assessment  (e) / (d) = % of DR referred children 0-5 whose caregivers responded to a contact	
	# of referred DR     children 0-5	l. # of referred After Care children 0-5	(f) / (e) = % of DR children 0-5 whose	
	m. # of referred DR children 0-5 whose caregivers responded to a contact.	m. # of referred After Care children 0-5 whose caregivers responded to a contact.	caregivers responded to a contact and received a first FDM assessment	

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
	n. # of DR children 0- 5 whose caregivers received a first FDM assessment	n. # of After Care children 0-5 whose caregivers received a first FDM assessment	(g) / (e) = % of DR children 0-5 whose	
	o. # of DR children 0- 5 whose caregivers received a second FDM assessment	o. # of After Care children 0-5 whose caregivers received a second FDM assessment	caregivers responded to a contact and received a second FDM assessment  (i) / (h) =  % of DR referred children (all ages) whose caregivers responded to a contact	
	p. # of referred DR children (all ages).	p. # of referred After Care children (all ages).		
	q# of referred DR children (all ages) whose caregivers responded to a contact.	q. # of referred After Care children (all ages) whose caregivers responded to a contact.	(j) / (i) =% of DR referred children (all ages) whose caregivers responded to a contact and	
	r. # of DR children (all ages) whose caregivers responded to a contact and received a first FDM assessment	r. # of After Care children (all ages) whose caregivers responded to a contact and received a first FDM assessment	of DR referred children (all ages) whose caregivers	
	s. # of DR children (all ages) whose caregivers responded to a contact and received a second FDM assessment	s. # of After Care children (all ages) whose caregivers responded to a contact and received a second FDM assessment	responded to a contact and received a second FDM assessment	

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
2.FRC Staff will provide a valid depression screening to caregivers of children 0-5 who receive a second FDM assessment  80% of the children 0-5 whose caregivers receive a second FDM assessment will receive depression screenings.	t. # of After Care, DR and Non-DR children 0-5 whose caregivers received a second FDM assessment and were screened for depression	t. # of After Care, DR and Non-DR children 0-5 whose caregivers received a second FDM assessment and were screened for depression	(t) / (c+g+s) =%  of children 0-5 whose caregivers received a second FDM assessment and were screened for depression	
3.FRC staff or contracted staff will provide group and individual mental health counseling to	u. # of children 0-5 whose caregivers received group counseling	u. # of children 0-5 whose caregivers received group counseling	(v) / (u) =% of children 0-5 whose caregivers received group	Please note: Information on Outcome 3 may be reported on a semi-
caregivers of children 0-5. Improvement will be reported by a clinician.  • 96% of the children 0-5 whose caregivers receive group counseling will, according to their	v. # of children 0-5 whose caregivers received group counseling indicated improvement with presenting issues (according to their clinician)	v. # of children 0-5 whose caregivers received group counseling indicated improvement with presenting issues (according to their clinician)	counseling indicated improvement with presenting issues (according to their clinician)  (x)/(w)=%  of children 0-5 whose caregivers received individual	If applicable: # of children 0-5
clinician, indicate an improvement with presenting issues.  • 80% of the children	w. # of children 0-5 whose caregivers received individual counseling	w. # of children 0-5 whose caregivers received individual counseling	counseling indicated improvement with presenting issues (according to their clinician)	whose caregivers were referred to group counseling. # of children 0-5

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
0-5 whose caregivers receive individual counseling will, according to their clinician, indicate improvement with presenting issues.	x. # of children 0-5 whose caregivers received individual counseling indicated improvement with presenting issues (according to their clinician)	x. # of children 0-5 whose caregivers received individual counseling indicated improvement with presenting issues (according to their clinician)		whose caregivers were referred to individual counseling.
4.FRC Staff will provide children 0-5, whose caregivers receive a second FDM assessment, with developmental screenings using the Ages & Stages Questionnaire (ASQ)  • 65% of the children 0-5, whose caregivers receive a second FDM assessment, will receive developmental screenings	y. # of Non-DR children 0-5, whose caregivers received a second FDM assessment, received a developmental screening	y. # of Non-DR children 0-5, whose caregivers received a second FDM assessment, received a developmental screening		
	z # of DR children 0- 5, whose caregivers received a second FDM assessment, received a developmental screening	z. # of DR children 0-5, whose caregivers received a second FDM assessment, received a developmental screening	(y+z+aa) / (c+g+s) = \\% of children 0-5, whose caregivers received a second FDM assessment, received developmental screenings	
	aa. # of After Care children 0-5, whose caregivers received a second FDM assessment, received a developmental screening	aa. # of After Care children 0-5, whose caregivers received a second FDM assessment, received a developmental screening		
5. FRC Staff or contracted staff will provide literacy/school	bb. # of children 0-5 who received literacy services	bb. # of children 0-5 who received literacy services		

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
readiness services (teaching adults literacy, distributing children's books, teaching adults how to read to children, etc.)	cc. # of children 0-5 who received literacy services and indicated increased time reading at home with family	cc. # of children 0-5 who received literacy services and indicated increased time reading at home with family	(cc) / (bb) = \\% of children 0-5 who received literacy services increased	
<ul> <li>92% of children 0-5 who received literacy services will indicate increased time</li> </ul>	dd. # of children 0-5 who received literacy services and books	dd. # of children 0-5 who received literacy services and books	time reading at home with family	
reading at home with family  97% of children 0-5 who receive literacy	ee. # of children 0-5 whose caregivers received adult literacy services	ee. # of children 0-5 whose caregivers received adult literacy services	(dd) / (bb) = % of children 0-5 who received literacy services also received books	
services will be provided books  • 75% of children 0-5's caregivers who receive adult literacy services will self-report an increase in adult literacy skills	ff. # of children 0-5 whose caregivers received adult literacy services and self-reported increased literacy skills	ff. # of children 0-5 whose caregivers received adult literacy services and self- reported increased literacy skills	(ff) / (ee) =% of children 0-5 whose caregivers received adult literacy services and self- reported increased literacy skills	
6.FRC Staff will assist families in obtaining health insurance within 120 days of first contact.  • 92% of the children 0-5 who do not have	gg. # of children 0-5 without health insurance at time of first contact	gg. # of children 0-5 without health insurance at time of first contact	(hh) / (gg) =% of children 0-5 who did not have health insurance at time of first contact were enrolled in a health insurance program within 120 days of first contact	

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
health insurance at the time of first contact will be enrolled in a health insurance program within 120 days of first contact	hh# of children 0-5 without health insurance were enrolled in a health insurance program within 120 days of first contact	hh. # of children 0-5 without health insurance were enrolled in a health insurance program within 120 days of first contact		
7. Caregivers have increased parenting knowledge, skills, and support.  A variety of parenting education will be provided to parents of children 0-5 and 6-17 including family nurturing, social skills development, and child development/health topics.  • 80% of the children 0-5 will have caregivers who indicate an increase in parenting knowledge or skills after attending parenting education as measured by an increase in knowledge/skills through a survey or	ii # of children 0-5 whose caregiver attended parent education (assessed or not assessed) during this quarter.  ij # of caregivers for children 0-5 who attended parent education (assessed or not assessed) during this quarter.  kk # of children 0-5 whose caregiver attended parenting education and completed a survey or pre/post test during this quarter.  ll # of caregivers of children 0-5 who attended parenting education and completed a survey or pre/post test during this quarter.	ii # of children 0-5 whose caregiver attended parent education (assessed or not assessed) year to date.  ij # of caregivers for children 0-5 who attended parent education (assessed or not assessed) year to date.  kk # of children 0-5 whose caregiver attended parenting education and completed a survey or pre/post test year to date.  ll # of caregivers of children 0-5 who attended parenting education and completed a survey or pre/post test year to date.	(mm) / (kk) =  % of children 0-5 whose caregiver attended parenting education, completed a survey, and indicated an increase in parenting knowledge or skills after attending parenting education year to date.  (nn)/(kk)= % of caregivers of children 0-5 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date.	CUMULATIVE INFORMATION: In this section, explain:  • the curriculum(s) used, • if the curriculum is evidence based or evidence informed, and • if the children 0-5 participated in the class with the caregivers • if there's a mixture of evidence based vs. evidence informed or parenting education with children involved vs. not, please separate the counts here. (i.e. Empowering families, evidence

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
• 80% of the children 6-17 will have caregivers who indicate an increase in parenting knowledge of skills after attending parenting education as measured by an increase in knowledge / skills through a survey or pre/post test.	mm. # of children 0-5 whose caregiver attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills this quarter.  nn. # of caregivers of children 0-5 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills this quarter.  SECTION for 6-17:  oo. # of children 6-17 whose caregiver attended parent education (assessed or not assessed) during this quarter.  pp. # of caregivers for children 6-17 who attended parent education (assessed or not assessed) during this quarter.  qq # of children 6-17 whose caregiver attended  quarter.	mm. # of children 0-5 whose caregiver attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date.  nn. # of caregivers of children 0-5 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date.  SECTION for 6-17:  oo. # of children 6-17 whose caregiver attended parent education (assessed or not assessed) year to date.  pp. # of caregivers for children 6-17 who attended parent education (assessed or not assessed) year to date.  qq. # of children 6-17 whose caregiver attended	(ss)/(qq) =  % of children 6-17 whose caregiver attended parenting education, completed a survey, and indicated an increase in parenting knowledge or skills after attending parenting education year to date.  (tt)/(rr)= % of caregivers of children 6-17 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date.	based, children participate, 10 0-5 children, 5 caregivers; or New Beginnings, evidence informed, children do not participate, 15 caregivers.)  SECTION for 6-17: In this section, explain: • the curriculum(s) used, • if the curriculum is evidence based or evidence informed, and • if the children 6-17 participate in the class with the caregivers • if there's a mixture of evidence based vs. evidence

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
	parenting education and completed a survey or pre/post test during this quarter.  rr # of caregivers of children 6-17 who attended parenting education and completed a survey or pre/post test during this quarter.  ss # of children 6-17 whose caregiver attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills this quarter.  tt # of caregivers of children 6-17 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills this quarter.	parenting education and completed a survey or pre/post test year to date.  rr # of caregivers of children 6-17 who attended parenting education and completed a survey or pre/post test year to date.  ss # of children 6-17 whose caregiver attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date.  tt # of caregivers of children 6-17 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date.		informed or parenting educatio with children involved vs. not, please separate the counts here. (i.e. Empowering families, evidence based, children participate, 10 6-17 children, 5 caregivers; or New Beginnings, evidence informed, children do not participate, 15 caregivers.)

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
1. Access to Transportation Based on Level of Need 2. Child Health Insurance 3. Community Resources Knowledge 4. Health Services 5. Budgeting Skills and Knowledge of Financial Resources 6. Adequacy of Clothing 7. Quality of Employment Status 8. Access to Quality Child Care 9. Risk of Emotional or Sexual Abuse 10. Supervision by the Family 11. Age-Appropriate Physical and Mental Development 12. Resources for Nutritious Food 13. Family Communications Skills 14. Emotional Wellbeing	uu. The % (and number) of families who received a first assessment during the quarter and were identified as "in crisis".  vv. The % (and number) of families who received a first assessment during the quarter and were identified as "safe" or "self sufficient".	uu. The % (and number) of families identified as "in crisis" decreases in each assessment subsequent to the first assessment.  vv. The % (and number) of families identified as "safe" or "self sufficient" increases in each assessment subsequent to the first assessment.	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.	Please explain the results.  1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18.

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
/ Sense of Life Value				21.
15. Nurturing				22.
16. Confidence in Parenting Skills				23.
17. Health and Safety of Home Environment				
18. Stability of Home and Shelter				
19. Quality of Social Support System				
20. Presence / Degree of Substance Abuse				
21. Adult Educational Development				
22. School Attendance				
23. Income Level for Basic Expenses				

#### **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):

#### STANISLAUS COUNTY COMMUNITY SERVICES AGENCY

FY 17/20

QUARTERLY AGE, LANGUAGE, ETHNICITY and SERVICE REPORT FOR STATE OFFICE OF CHILD ABUSE PREVENTION

North Modesto Family Resource Center 2020 Standiford Avenue, Suite C1, Modesto, CA 95350

FUNDING SOURCE*	CAPIT	CFC 🗆	CWS OIP	PSSF 🗆	
PROGRAM NAME SERVICE QUARTER	Family Reso	urce Center - D	ifferential Respons	se (DR) Clients Only	-
	Services Provided:	Basic Needs	Concrete Supports	3	

Case Management

Differential Response
Early Childhood Services

Family Resource Center, or other drop in multi-service support center

Home Visiting (target parents with Children ages 0-5)

Parenting Eduction

#### **Direct Services Provided**

Clients may access multiple services each month.

Enter an <u>unduplicated count</u> for direct services provided under DR. Direct services means that the services were provided to the individual or family and the planned duration of the service was more than a one-time event.

A participant si counted as EITHER an individual OR a family not both. For participants who access multiple services at multiple times, count ONCE for each service provided.

			Customers Red	celving Services		
	0-5	ears ears	6-18	Years	Adults (19	yr - older)
Ethnic Origin	without disabilities	with disabilities	without disabilities	with disabilities	without disabilities	with disabilities
a. White (non-Hispanic)						
). Hispanic or Latino						
. Black non-Hispanic						
1. Asian						
American Indian/Alaska Native						
Native Hawaiian & Other Pacific Islander						
Two or more races						
1. Other			***			
			O NOT WRITE	BELOW THIS LIN	E	
TOTALS	0	0	0	0	0	0

#### Use appropriate code listed below:

Ethic Origin	Race and Ethnicity Description
	(Based on standards established by the Federal Office of Management and Budgets)
White	A person having origins in any of the original peoples of Europe, the Middle East or North Affrica
Hispanic or Latino	A person of Cuban, Mexican, Puerto Rican, South or Central American or other Spanish culture
	or origin regardless of race
Black or African American	A person having origins in any of the black racial groups of Africa
Asian	A person having origins in any of the Far East, Southeast Asia or the Indian subcontinent including
	Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippino Islands. Thailand and Vietnam
American Indian or Alaska Native	A person having origins in any of the original peoples of North and South America
	(including Central America) and who maintains tribal affiration or community attachment
Native Hawaiian & Other Pacific Islander	A person having origins in any of the original peoples of Hawaii, Guam, Samoa or other Pacific Islands

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	

### Attachment 6

## COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY AGREEMENT TO PROVIDE FAMILY RESOURCE CENTERS AND SERVICES JULY 1, 2017 THROUGH JUNE 30, 2020

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 AND FAMILY SERVICES (HUGHSON FAMILY RESOURCE CENTER) ("Consultant"), a California non-profit corporation, with an effective date of July 1, 2017.

#### 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

#### 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.
- Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or it subconsultants under this Agreement are not works for hire, Consultant hereby assigns to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities. Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County releases Consultant and its subconsultants from all liability associated with the reuse of such documents.
- 1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner 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 Consultant; provided, however, that such schedule is a subject to review by and concurrence of the County.
- 1.4 The Consultant shall provide services and work under this Agreement consistent with the

requirements and standards established by applicable federal, state and county laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it shall perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

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

#### Consideration

- 2.1 The Consultant shall be compensated either on a time and materials basis or a lump sum 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 invoice period, which the County shall pay in full within thirty (30) days of the date each invoice is approved by the County. The statement shall generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.
- 2.4 County shall not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- 2.5 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 June 30, 2020, 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 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.
- 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 section 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 This Agreement may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party.
- Required Licenses, Certificates and Permits and Compliance with Laws

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

Consultant shall comply with all applicable local state and federal laws rules and regulations.

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.

#### INSURANCE

Coverage Required: Consultant 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.

#### DEFENSE AND INDEMNIFICATION

- 7.1 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.
- 7.2 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.

7.3 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.

#### B. STATUS OF CONSULTANT

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 Consultant is permitted to provide services to others during the same period service is 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.

8.8 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.

#### 9. RECORDS AND AUDITS

- 9.1 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.
- 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 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.
- 9.4 County shall have the right to audit all invoices and records of the Consultant related to this Agreement as required by state law. County may appoint an independent public accountant.
- 9.5 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.
- 9.6 Monitoring by County may be accomplished by the following non-exclusive means: field reviews, audit claims, monthly review of records.
- 9.7 Consultant shall be responsible for the procurement and performance of an annual fiscal and compliance audit for each Consultant's fiscal years included in the term of this Agreement when Consultant's reimbursement exceeds \$45,000 per fiscal year.
- 9.8 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-profit.
- 9.9 For Consultants who have biennial audits completed, the audit must cover both years within the biennial period.

- 9.10 The audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 9.11 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.
- 9.12 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.
- 9.13 Consultant 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 Consultant's fiscal year.

#### 10. 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:

- 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 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.
- 10.4 Consultant 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 <a href="http://www.stanworks.com/other-services/pdf/medi-cal-data-privacy-and-security-agreement.pdf">http://www.stanworks.com/other-services/pdf/medi-cal-data-privacy-and-security-agreement.pdf</a>.

#### 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 including perception of a 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 and 1102, 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 Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement
- 11.3 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

#### 12 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.

#### 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.

#### 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

930 15<sup>th</sup> Street Modesto, CA 95354

To Consultant: Sierra Vista Child and Family Services

Attention: Judy Kindle, Executive Director

100 Poplar Avenue Modesto, CA 95354

#### 15. 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.

#### 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 Consultant shall be responsible for the deficiency resulting from the Consultant's non-compliance with program requirements.
- 21.2 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.
- 21.3 Any expenses the County incurs as a result of the Consultant'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

Consultant shall uphold the following Code of Ethics:

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

#### 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

Consultant 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 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.
- 25.2 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.
- 25.3 Consultant shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1 through 11165.6. Consultant shall require each employee, volunteer, consultant, subcontractor or agency to sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166(a) and shall comply with the provisions of the code section.

#### 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 Consultant recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this section, Consultant 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 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.

28.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Consultant shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Consultant the policies and procedures related to the Federal and State False Claims Act. Consultant 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 <a href="http://www.co.stanislaus.ca.us/BOS/Agenda/2007/20070508/B07.pdf">http://www.co.stanislaus.ca.us/BOS/Agenda/2007/20070508/B07.pdf</a> and that it and its employees, subcontractors, agents and other persons providing services on behalf of Consultant shall adhere to these policies and procedures.

#### 29. MISCELLANEOUS REQUIREMENTS

- 29.1 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.
- 29.2 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.
- 29.3 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: <a href="http://www.stanprop10.org/pdf/commission-policies-procedures.pdf">http://www.stanprop10.org/pdf/commission-policies-procedures.pdf</a>

#### 30. 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 activities.

#### 31 ENTIRE AGREEMENT

- 31.1 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.
- 31.2 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	SIERRA VISTA AND CHILD FAMILY SERVICES
By:  Keith D. Boggs P.O.  Assistant Executive Officer GSA/Purchasing Agent	Title: Chief Exc. Officer
Dated: 8 · 17 · 17	Dated: 6/15/17
APPROVED AS TO FORM: STANISLAUS COUNTY CHILDREN AND FAMILIES COMMISSION	APPROVED AS TO FORM: COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY
By:  David T. Jønes  Executive Director	By: Christine Huber Assistant Director
Dated: 4/7/20/7	Dated: 715/17
APPROVED AS TO FORM: COUNTY COUNSEL	COUNTY OF STANISLAUS
By: Jack Doering County Counsel	Approved per BOS Item #: 2017-348  Dated 9 29 17
Dated: 4/9/17	Approved per CFC Item #: VI-C-1
	Dated: 05/23/2017

#### EXHIBIT A - SCOPE OF WORK

#### Sierra Vista Child and Family Services Hughson Family Resource Center

#### AGREEMENT TO PROVIDE FAMILY RESOURCE CENTERS AND SERVICES JULY 1, 2017 THROUGH JUNE 30, 2020

Sierra Vista Child and Family Services (Hughson) has been determined to be a Sub recipient of a Federal Award.

a.	Sub recipient Name		Sierra Vista Child and Family	
	(which must match the unique entity id	entifier)	Services - Hughson	
b.	Sub recipient Unique Entity Identifier N	umber	94-2158023	
c.	Federal Award Identification Number (	FAIN)	1701CAFPSS 1701CAFPCV	
d.	Federal Award Date (most recent)		2017 2017	
	6) 10 1 160 6	Start Date	July 1, 2017	
e.	Sub award Period of Performance	End Date	June 30, 2020	
f.	Amount of Federal Funds Obligated by	this action	\$15,180	
g.	Total amount of Federal Funds Obligate recipient	ed to Sub	\$45,540	
h.	. Total amount of the Federal Award		Unavailable at the time of contract execution. Will be available at a later date at usaspending.gov – column BL	
i,	Federal award project description*		County Administered, State Supervised program, PSSF is used to support family preservation and family reunification efforts. The funds are primarily allocated to the counties (90%), with CDSS using 10% for statewide contracts.	
j.	Name of Federal awarding agency,		U.S. Department of Health and Human Services – Administration for Children and Families.	
	Pass through entity,		Stanislaus County	
And contact information for awarding official			Kathryn M. Harwell, Director Community Services Agency P.O. Box 42 Modesto, CA 95353	
	.50	Number	93.556	
k.	CFDA	Name	Promoting Safe and Stable Familie (PSSF)	
l.	Is the award research and development?		No	
m. Indirect cost rate for the Federal award (including if the de minimus rate is charged per §200.414 Indirect (F&A) costs.				

For a multi-year Agreement, future Federal Award Identification Numbers will be posted on USAspending.gov upon the publication of the fiscal year allocation awards.

#### 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 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), and Child Welfare Services (CWS) after care services to children 0 through 17 as well family support services to Stanislaus County communities.

#### II. SERVICES PROVIDED

Consultant shall provide the following services at the Hughson Family Resource Center located at 6940 Hughson Avenue, Hughson, CA 95326 and the Waterford Family Resource Center located at 12617 Bentley Street Suite A&B, Waterford, CA 95386 to residents of Stanislaus County.

Services are listed in priority order in accordance with the Priorities Plan adopted by the Commission in December, 2014. Services to be provided under this agreement are limited to:

<u>Service</u>	Service Locations
Case Management	Family Resource Centers Mobile (Client Homes)
Parenting Classes	Family Resource Centers
Family/Child Crisis Support	Family Resource Centers Mobile (Client Homes)
Pregnancy/Infant Support Groups	Family Resource Centers without Healthy Birth Outcomes (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
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

Health Insurance Enrollment

Family Resource Centers Mobile (Community Events)

#### 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, at least one time each year, 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 6940 Hughson Avenue, Hughson, CA 95326 and the Waterford Family Resource Center located at 12617 Bentley Street Suite A&B, Waterford, CA 95386 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 and CSA (currently using Burns).
- 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 trauma informed group and individual mental health counseling to caregivers of children 0-5.
- Consultant shall provide developmental screenings to children 0-5 which includes 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 be available for a joint home visit with Community Services Agency staff within three business days of notice.
- Consultant shall provide all services described in SCOARRS (Exhibit D).

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

Desired Result: Families are supported and safe in communities that are capable of supporting 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 school ready.
- 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 healthy pregnancy and child health and safety.
- Children 0-5 are enrolled in health insurance.

#### 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 95316, 95319, 95323, 95326, 95329, 95357, and 95386 zip codes. DR, and CWS after care services shall be provided to Stanislaus County families with children 0 through 17 years of age with children ages 0 through 5 reported separately.

#### VII. REPORTS AND CONTRACT MONITORING

A. Consultant shall report quarterly to CSA and Commission staff using SCOARRS (Exhibit D) forms and Program Statistical reports for PSSF and CAPIT (Exhibit E) or other forms provided by the Commission or CSA.

Reports shall be sent to the following emails:

- CSAreports@stancounty.com
- CFCReports@stancounty.com
- B. Consultant shall submit a Differential Response Client Data Sheet (DR Client Data Sheet) monthly via email to <a href="mailto:DRClientData@stancounty.com">DRClientData@stancounty.com</a>.
- 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, 2017, 2018, and 2019
  - Quarter 2 (October-December): January 31, 2018, 2019, and 2020
  - Quarter 3 (January-March): April 30, 2018, 2019, and 2020
  - Quarter 4 (April-June): July 31, 2018, 2019, and 2020
- D. Consultant shall submit to Commission and CSA staff an annual report in the format provided by the Commission or CSA. Annual report shall be submitted no later than 30 days after the fiscal year end or termination date of the agreement to:
  - CSAreports@stancounty.com
  - CFCReports@stancounty.com
- E. Consultant shall have a representative attend all Commission's Quarterly Contractor Meetings.
- F. Consultant shall participate in an activity and/or assessment regarding collaboration efforts and outcomes.
- G. 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.
- H. Consultant will assist in the monitoring and evaluation of the program according to this Scope of Work (Exhibit A) and supporting evaluation documents.

#### VIII. EVALUATION

Consultant shall collect and supply 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 described in VII-F.

#### 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, 2018, 2019, and 2020 (for Quarter 2 survey) and July 31, 2018, 2019, and 2020 (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 VII-F.

#### XI. COMPENSATION

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

- A. This Agreement shall be effective July 1, 2017 through June 30, 2020.
- B. Costs:
  - 1. The maximum amount of this Agreement for the period July 1, 2017 through June 30, 2020 shall not exceed \$606,603. The maximum amount per fiscal year is as follows:

```
July 1, 2017 through June 30, 2018 shall not exceed $202,201 July 1, 2018 through June 30, 2019 shall not exceed $202,201 July 1, 2019 through June 30, 2020 shall not exceed $202,201
```

- This is a cost reimbursement Agreement. The costs attendant to the provision of service are described in EXHIBIT C which is hereby incorporated by reference and made a part hereof.
- 3. Consultant shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT C, or as the budget is thereafter amended or obligated.

- 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.

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.

- E. 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 C, having useful life of three (3) years or greater, and a value in excess of Five Hundred Dollars (\$500.00) 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 of 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.
- F. County shall not be required to purchase any definite amount of services nor does County guarantee to Consultant any minimum amount of funds or hours.
- G. Billings:

. (

- 1. Consultant shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for July through April services. Billings for the service month of May and June are as follows:
  - May 2018 is due June 6, 2018
  - June 2018 is due June 13, 2018
  - May 2019 is due June 5, 2019
  - June 2019 is due June 12, 2019
  - May 2020 is due June 3, 2020
  - June 2020 is due June 10, 2020

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 930 15th Street Modesto, CA 95354

#### (209) 558-6218

- 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.
- 4. 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.stanprop10.org/partner.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.

#### EXHIBIT B

#### Insurance Requirements for Professional Services

Consultant 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 by the Consultant, its agents, representatives, or employees.

#### 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 \$1,000,000 per 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.
- Automobile Liability: 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 the Agreement Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 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.
  - (Not required if consultant provides written verification it has no employees)
- Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant 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 higher limits maintained by the Consultant. 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

Consultants 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 and the Auto Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant 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 Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

#### Primary Coverage

For any claims related to this contract, the **Consultant's insurance** coverage shall be primary insurance 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 Consultant'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, employee's, agents or volunteers.

#### Notice of Cancellation

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

#### Waiver of Subrogation

Consultant hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant 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 Consultant to 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 coverage on a claims-made basis:

- 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 Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

#### Verification of Coverage

Consultant 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 Consultant'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

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant 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 Consultant and Consultant's officers, employees, agents, representatives or subcontractors. Consultant's obligation to defend, indemnify and hold the County, 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 Consultant 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: \*\*Market Market Market Management Division\*\* Name: Kevin Watson Title: Liability & Insurance Manager Date: \*\*06/06/2017\*\* Vendor: Sierra Vista Child and Family Services - Hughson Family Resource Center\*

### **EXHIBIT C**

## 2017/2018 FISCAL YEAR BUDGET

Contract:

**Hughson Family Resource Center** 

Contract:

Sierra Vista Child & Family Service

Prepared By:

Ka Yang (209) 523-4573

DESCRIPTION	PROP 10	FUNDING	(from	-KIND* Contracted gency)	OTHER FUNDING	TOTAL
		PEF	RSONNE			
Salary/Wages		\$126,375				\$ 126,375
Fringe Benefits		\$25,275				\$ 25,275
Subtotal Personnel Costs	\$	151,650	\$	9	\$ -	\$ 151,650
	SERVICES	& SUPPLI	ES (Ope	erating Expe	nses)	37-34
Rent/Lease	\$	9,634	\$	8,802		\$ 18,436
Janitorial	\$	3,283				\$ 3,283
Utilities	\$	3,540				\$ 3,540
Communication/Telephone	\$	3,652				\$ 3,652
Office Supplies/Postage	\$	2,205				\$ 2,205
Equipment Maintenance	\$	1,308				\$ 1,308
Mileage/Travel	\$	3,000				\$ 3,000
Program Supplies	\$	3,400				\$ 3,400
Misc	\$	2,147				\$ 2,147
Subtotal Services & Supplies	\$	32,169	\$	8,802	\$ -	\$ 40,971
Indirect	\$	18,382				\$ 18,382
		FIXE	D ASSE	TS		
Buildings and Improvements						\$ •
Equipment (Specify)						\$
Subtotal Fixed Assets	\$		\$		<b>S</b> -	\$
TOTAL	\$	202,201	\$	8,802	\$ -	\$ 211,003
	ESTIMAT	ED MONTH	ILY INV	OICE TO PRO	OP 10	
July \$ 16,850.08		January	\$	16,850.08		
August \$ 16,850.08		February	\$	16,850.08		
September \$ 16,850.08		March	\$	16,850.08		
October \$ 16,850.08		April	\$	16,850.08		
November \$ 16,850.08		May		16,850.08		
December \$ 16,850.08		June		16,850.08		
TOTAL (Equals Prop 10 Funding)	\$	202,201				

# EXHIBIT C 2018/2019 FISCAL YEAR BUDGET

Contract:

**Hughson Family Resource Center** 

Contract:

Sierra Vista Child & Family Service

Prepared By:

Ka Yang (209) 523-4573

Agency   Fersonnel	rrepared By:	- 1	va rang	3 (209) 323-4	13/3				
Salary/Wages	DESCRIPTION	i	PROP 1	0 FUNDING	(fron	Contracted	OTHER FUNDING		TOTAL
Subtotal Personnel Costs   Subject   Subjec				PEI	RSONN	EL			
Subtotal Personnel Costs   Situation   Services & Supplies   Services & Services & Supplies   Services & Services & Supplies   Services & Supplies   Services & Supplies & Services & Supplies   Services & Supplies   Services & Supplies & Services & Supplies   Ser	Salary/Wages			\$126,375				\$	126,375
SERVICES & SUPPLIES (Operating Expenses)	Fringe Benefits			\$25,275				\$	25,275
Rent/Lease \$ 9,634 \$ 8,802 \$ 18 Janitorial \$ 3,283 \$ \$ 5 Utilities \$ 3,540 \$ \$ 3 Office Supplies/Postage \$ 2,205 \$ \$ 3 Equipment Maintenance \$ 1,308 \$ \$ 3 Mileage/Travel \$ 3,000 \$ \$ 3 Mileage/Travel \$ 3,400 \$ \$ 3 Misc \$ 2,147 \$ \$ 3 Misc \$ 3,410 \$ \$ Misc \$ 3,410 \$ \$ 3 Misc \$ 3,410 \$ \$ Misc	Subtotal Personn	el Costs	\$	151,650	\$		\$ -	\$	151,650
Sanitorial   San			SERVIC	ES & SUPPLI	ES (Op	erating Expe	nses)		
Statistics   Sta	Rent/Lease		\$	9,634	\$	8,802		\$	18,436
Sample   S	Janitorial		\$	3,283				\$	3,283
Office Supplies/Postage       \$ 2,205       \$ 2         Equipment Maintenance       \$ 1,308       \$ 3         Mileage/Travel       \$ 3,000       \$ 3         Program Supplies       \$ 3,400       \$ 3         Misc       \$ 2,147       \$ 3         Subtotal Services & Supplies       \$ 32,169       \$ 8,802       \$ 5       \$ 4         FIXED ASSETS         Buildings and Improvements       \$ 5       \$ 5       \$ 16         Equipment (Specify)       \$ 5       \$ 5       \$ 21         Equipment (Specify)       \$ 202,201       \$ 8,802       \$ - \$ 5       \$ 21         ESTIMATED MONTHLY INVOICE TO PROP 10         ESTIMATED MONTHLY INVOICE TO PROP 10         August \$ 16,850.08       February       \$ 16,850.08         August \$ 16,850.08       February       \$ 16,850.08         October \$ 16,850.08       March \$ 16,850.08         November \$ 16,850.08       April \$ 16,850.08         November \$ 16,850.08       May \$ 16,850.08	Utilities		\$	3,540				\$	3,540
Equipment Maintenance \$ 1,308 \$ 1 Mileage/Travel \$ 3,000 \$ \$ Program Supplies \$ 3,400 \$ \$ Misc \$ 2,147 \$ \$  Subtotal Services & Supplies \$ 32,169 \$ 8,802 \$ \$ \$  Indirect \$ 18,382 \$ \$ 16  FIXED ASSETS  Buildings and Improvements \$ \$ Equipment (Specify) \$ \$  Subtotal Fixed Assets \$ \$ \$ \$ \$ \$ \$  TOTAL \$ 202,201 \$ 8,802 \$ \$ \$ \$215  ESTIMATED MONTHLY INVOICE TO PROP 10  July \$ 16,850.08 August \$ 16,850.08 February \$ 16,850.08  September \$ 16,850.08 March \$ 16,850.08  October \$ 16,850.08 April \$ 16,850.08  November \$ 16,850.08 May \$ 16,850.08	Communication/Telephone		\$	3,652				\$	3,652
Mileage/Travel	Office Supplies/Postage		\$	2,205				\$	2,205
Program Supplies   \$ 3,400   \$ 5 5 5 6	Equipment Maintenance		\$	1,308				\$	1,308
Subtotal Services & Supplies   \$ 32,169   \$ 8,802   \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Mileage/Travel		\$	3,000				\$	3,000
Subtotal Services & Supplies   \$   32,169   \$   8,802   \$   \$   18   18   18   18   18   18	Program Supplies		\$	3,400				\$	3,400
Indirect   \$ 18,382   \$ 18   FIXED ASSETS	Misc		\$	2,147					2,147
Subtotal Fixed Assets   S   S   S   S   S   S   S   S   S	Subtotal Services & S	Supplies	\$	32,169	\$	8,802	\$ -	\$	40,97
Subtotal Fixed Assets   Subt		Indirect	\$	18,382				\$	18,382
Subtotal Fixed Assets   Substitute   Subtotal Fixed Assets   Substitute   Substit				FIXE	D ASS	ETS			
Subtotal Fixed Assets   \$ - \$ - \$   \$   \$   \$   \$   \$   \$   \$	Buildings and Improvements							\$	-
TOTAL \$ 202,201 \$ 8,802 \$ - \$ 213    ESTIMATED MONTHLY INVOICE TO PROP 10								-	•
STIMATED MONTHLY INVOICE TO PROP 10   July	Subtotal Fixe	AMPRICA CONTRACTOR OF THE PARTY		€.	- 20		\$	_	
July       \$ 16,850.08       January       \$ 16,850.08         August       \$ 16,850.08       February       \$ 16,850.08         September       \$ 16,850.08       March       \$ 16,850.08         October       \$ 16,850.08       April       \$ 16,850.08         November       \$ 16,850.08       May       \$ 16,850.08		TOTAL	\$	202,201	\$	8,802	\$ -	\$	211,003
August       \$ 16,850.08       February       \$ 16,850.08         September       \$ 16,850.08       March       \$ 16,850.08         October       \$ 16,850.08       April       \$ 16,850.08         November       \$ 16,850.08       May       \$ 16,850.08			ESTIMA			VOICE TO PRO	OP 10		
September       \$ 16,850.08       March       \$ 16,850.08         October       \$ 16,850.08       April       \$ 16,850.08         November       \$ 16,850.08       May       \$ 16,850.08	July \$ 16	,850.08		January	\$	16,850.08			
October       \$ 16,850.08       April       \$ 16,850.08         November       \$ 16,850.08       May       \$ 16,850.08	August \$ 16	,850.08		February	\$	16,850.08			
November \$ 16,850.08 May \$ 16,850.08	September \$ 16	,850.08		March	\$	16,850.08			
	October \$ 16	5,850.08		April	\$	16,850.08			
	November \$ 16	5,850.08		May	\$	16,850.08			
	December \$ 16	5,850.08				16,850.08			
TOTAL (Equals Prop 10 Funding) \$ 202,201	TOTAL (Equals Prop 10 Fi	unding)	\$	202,201					

## EXHIBIT C 2019/2020 FISCAL YEAR BUDGET

Contract: Hughson Family Resource Center
Contract: Sierra Vista Child & Family Service

Prepared By: Ka Yang (209) 523-4573

DESCRIPTION	PROP	10 FUNDING	(fron	N-KIND* n Contracted Agency)	OTHER FUNDING	TOTAL
		PEI	RSONN	EL		
Salary/Wages		\$126,375				\$ 126,375
Fringe Benefits		\$25,275				\$ 25,275
Subtotal Personnel Costs	\$	151,650	\$		\$	\$ 151,650
	SERVI	CES & SUPPLI	ES (O)	perating Expe	nses)	
Rent/Lease	\$	9,634	\$	8,802		\$ 18,436
Janitorial	\$	3,283				\$ 3,283
Utilities	\$	3,540				\$ 3,540
Communication/Telephone	\$	3,652				\$ 3,652
Office Supplies/Postage	\$	2,205				\$ 2,205
Equipment Maintenance	\$	1,308				\$ 1,308
Mileage/Travel	\$	3,000				\$ 3,000
Program Supplies	\$	3,400				\$ 3,400
Misc	\$	2,147				\$ 2,147
Subtotal Services & Supplies	\$	32,169	\$	8,802	\$ -	\$ 40,971
Indirect	\$	18,382				\$ 18,382
		FIXE	D ASS	ETS		
Buildings and Improvements						\$ •
Equipment (Specify)						\$
Subtotal Fixed Assets			\$		\$ -	\$
TOTAL	\$	202,201	\$	8,802	\$ -	\$ 211,003
	ESTIN	NATED MONTH	ILY IN	VOICE TO PRO	OP 10	
July \$ 16,850.08		January	\$	16,850.08		
August \$ 16,850.08		February	\$	16,850.08		
September \$ 16,850.08		March	\$	16,850.08		
October \$ 16,850.08	•	April	\$	16,850.08	•	
November \$ 16,850.08	•	May		16,850.08		
December \$ 16,850.08	_	June		16,850.08		
TOTAL (Equals Prop 10 Funding)	\$	202,201				





# Exhibit D 1



Reporting for Quarter:

1st Quarter

2<sup>nd</sup> Quarter 3<sup>rd</sup> Quarter

4th Quarter

# 2017-2018 Stanislaus County Outcomes And Results Reporting Sheet (SCOARRS)

Dat	te:	
Age	ency:	
Pro	gram Name	9:

Prepared by: Phone Number: Email:

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 sociallybehaviorally ready to enter school

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
1.FRC Staff will provide	a. # of Non-DR children 0-5 receiving any Prop 10 services	a. # of Non-DR children 0-5 receiving any Prop 10 services	(b) / (a) =% of Non-DR children 0-5 whose	
an FDM assessment to the caregivers of children (DR, After Care, & Non-DR). • 65% of Non-DR	b. # of Non-DR children 0-5 whose caregivers received a first FDM assessment	b. # of Non-DR children 0-5 whose caregivers received a first FDM assessment	caregivers received a first FDM assessment  (c) / (a) =% of Non-DR children 0-5 whose	
children 0-5's caregivers will receive a second FDM assessment.	c. # of Non-DR children 0-5 whose caregivers received a second FDM assessment	c. # of Non-DR children 0-5 whose caregivers received a second FDM assessment	caregivers received a second FDM assessment  (e) / (d) = % of DR referred children 0-5 whose caregivers responded to a contact	
<ul> <li>65% of DR referred children (all ages) whose caregivers</li> </ul>	d. # of referred DR children 0-5	d. # of referred DR children 0-5		
respond to a contact will receive a second FDM assessment.  • 30% of all Aftercare children (all ages) whose caregivers respond to a contact will receive a second FDM assessment.	e. # of referred DR children 0-5 whose caregivers responded to a contact.	e. # of referred DR children 0-5 whose caregivers responded to a contact.	of DR children 0-5 whose caregivers responded to a contact and received a first FDM assessment	
	f. # of DR children 0-5 whose caregivers received a first FDM assessment	f. # of DR children 0- 5 whose caregivers received a first FDM assessment	(g) / (e) = % of DR children 0-5 whose caregivers responded to a	
	g. # of DR children 0- 5 whose caregivers received a second FDM	g. # of DR children 0- 5 whose caregivers received a second FDM assessment	contact and received a second FDM assessment	

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed
	assessment		(i) / (h) = % of DR referred children (all ages)	
	h. # of referred DR children (all ages).	h. # of referred DR children (all ages).	whose caregivers responded to a contact  (j) / (i) = \int %	
	i. # of referred DR children (all ages) whose caregivers responded to a contact.	i. # of referred DR children (all ages) whose caregivers responded to a contact.	of DR referred children (all ages) whose caregivers responded to a contact and received a first FDM	
	j. # of DR children (all ages) whose caregivers responded to a contact and received a first FDM assessment	j. # of DR children (all ages) whose caregivers responded to a contact and received a first FDM assessment	assessment  (k) / (i) = %  of DR referred children (all ages) whose caregivers responded to a contact and received a second FDM assessment  (e) / (d) = % of DR referred children 0-5 whose caregivers responded to a contact	
	k. # of DR children (all ages) whose caregivers responded to a contact and received a second FDM assessment	k. # of DR children (all ages) whose caregivers responded to a contact and received a second FDM assessment		
	l. # of referred DR children 0-5	l. # of referred After Care children 0-5	(f) / (e) = \\% of DR children 0-5 whose	
	m. # of referred DR children 0-5 whose caregivers responded to a contact.	m. # of referred After Care children 0-5 whose caregivers responded to a contact.	caregivers responded to a contact and received a first FDM assessment	

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
	n. # of DR children 0- 5 whose caregivers received a first FDM assessment	n. # of After Care children 0-5 whose caregivers received a first FDM assessment	(g) / (e) =% of DR children 0-5 whose	
	o. # of DR children 0- 5 whose caregivers received a second FDM assessment	o. # of After Care children 0-5 whose caregivers received a second FDM assessment	caregivers responded to a contact and received a second FDM assessment  (i) / (h) = % of DR	
	p. # of referred DR children (all ages).	p. # of referred After Care children (all ages).	referred children (all ages) whose caregivers responded to a contact	
	q. # of referred DR children (all ages) whose caregivers responded to a contact.	q. # of referred After Care children (all ages) whose caregivers responded to a contact.	(j) / (i) =% of DR referred children (all ages) whose caregivers responded to a contact and	
	r. # of DR children (all ages) whose caregivers responded to a contact and received a first FDM assessment	r. # of After Care children (all ages) whose caregivers responded to a contact and received a first FDM assessment	received a first FDM assessment  (k) / (i) =%  of DR referred children (all ages) whose caregivers	
	s. # of DR children (all ages) whose caregivers responded to a contact and received a second FDM assessment	s. # of After Care children (all ages) whose caregivers responded to a contact and received a second FDM assessment	responded to a contact and received a second FDM assessment	

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
2.FRC Staff will provide a valid depression screening to caregivers of children 0-5 who receive a second FDM assessment  • 80% of the children 0-5 whose caregivers receive a second FDM assessment will receive depression screenings.	t. # of After Care, DR and Non-DR children 0-5 whose caregivers received a second FDM assessment and were screened for depression	t. # of After Care, DR and Non-DR children 0-5 whose caregivers received a second FDM assessment and were screened for depression	(t) / (c+g+s) = %  of children 0-5 whose caregivers received a second FDM assessment and were screened for depression	
3.FRC staff or contracted staff will provide group and individual mental health counseling to	u. # of children 0-5 whose caregivers received group counseling	u. # of children 0-5 whose caregivers received group counseling	(v) / (u) =% of children 0-5 whose caregivers received group	Please note: Information on Outcome 3 may be reported on a semi-
caregivers of children 0-5. Improvement will be reported by a clinician.  • 96% of the children 0-5 whose caregivers receive group counseling will, according to their clinician, indicate an improvement with presenting issues.  • 80% of the children	v. # of children 0-5 whose caregivers received group counseling indicated improvement with presenting issues (according to their clinician)	# of children 0-5 we caregivers received p counseling ated improvement presenting issues ording to their clinician)  # of children 0-5 whose caregivers received group counseling indicated improvement with presenting issues (according to their clinician)  # of children 0-5 whose caregivers received group counseling indicated improvement with presenting issues (according to their of children 0-5 whose caregivers received individual)		If applicable: # of children 0-5
	w. # of children 0-5 whose caregivers received individual counseling	w. # of children 0-5 whose caregivers received individual counseling	counseling indicated improvement with presenting issues (according to their clinician)	# of children 0-5 whose caregivers were referred to group counseling. # of children 0-5

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
0-5 whose caregivers receive individual counseling will, according to their clinician, indicate improvement with presenting issues.	x. # of children 0-5 whose caregivers received individual counseling indicated improvement with presenting issues (according to their clinician)	x. # of children 0-5 whose caregivers received individual counseling indicated improvement with presenting issues (according to their clinician)		whose caregivers were referred to individual counseling.
4.FRC Staff will provide children 0-5, whose caregivers receive a second FDM assessment, with	y. # of Non-DR children 0-5, whose caregivers received a second FDM assessment, received a developmental screening	y. # of Non-DR children 0-5, whose caregivers received a second FDM assessment, received a developmental screening		
developmental screenings using the Ages & Stages Questionnaire (ASQ)  • 65% of the children 0-5, whose caregivers	z. # of DR children 0- 5, whose caregivers received a second FDM assessment, received a developmental screening	z. # of DR children 0-5, whose caregivers received a second FDM assessment, received a developmental screening	(y+z+aa) / (c+g+s) =  % of children 0-5, whose caregivers received a second FDM assessment, received developmental screenings	
receive a second FDM assessment, will receive developmental screenings	aa. # of After Care children 0-5, whose caregivers received a second FDM assessment, received a developmental screening	aa. # of After Care children 0-5, whose caregivers received a second FDM assessment, received a developmental screening		
5. FRC Staff or contracted staff will provide literacy/school	bb. # of children 0-5 who received literacy services	bb. # of children 0-5 who received literacy services		

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
readiness services (teaching adults literacy, distributing children's books, teaching adults how to read to children, etc.)	cc. # of children 0-5 who received literacy services and indicated increased time reading at home with family	cc. # of children 0-5 who received literacy services and indicated increased time reading at home with family	(cc) / (bb) = % of children 0-5 who received literacy services increased	
<ul> <li>92% of children 0-5 who received literacy services will indicate increased time</li> </ul>	dd. # of children 0-5 who received literacy services and books	dd. # of children 0-5 who received literacy services and books	time reading at home with family	
reading at home with family  • 97% of children 0-5 who receive literacy	ee. # of children 0-5 whose caregivers received adult literacy services	ee. # of children 0-5 whose caregivers received adult literacy services	(dd) / (bb) = % of children 0-5 who received literacy services also received books	
services will be provided books  • 75% of children 0-5's caregivers who receive adult literacy services will self-report an increase in adult literacy skills	ff. # of children 0-5 whose caregivers received adult literacy services and self-reported increased literacy skills	ff # of children 0-5 whose caregivers received adult literacy services and self- reported increased literacy skills	(ff) / (ee) = % of children 0-5 whose caregivers received adult literacy services and self- reported increased literacy skills	
<ul> <li>6.FRC Staff will assist families in obtaining health insurance within 120 days of first contact.</li> <li>92% of the children 0-5 who do not have</li> </ul>	gg. # of children 0-5 without health insurance at time of first contact	gg. # of children 0-5 without health insurance at time of first contact	(hh) / (gg) =% of children 0-5 who did not have health insurance at time of first contact were enrolled in a health insurance program within 120 days of first contact	

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
health insurance at the time of first contact will be enrolled in a health insurance program within 120 days of first contact	hh. # of children 0-5 without health insurance were enrolled in a health insurance program within 120 days of first contact	hh. # of children 0-5 without health insurance were enrolled in a health insurance program within 120 days of first contact		
7. Caregivers have increased parenting knowledge, skills, and support.  A variety of parenting education will be provided to parents of children 0-5 and 6-17 including family nurturing, social skills development, and child development/health topics.  • 80% of the children 0-5 will have caregivers who indicate an increase in parenting knowledge or skills after attending parenting education as measured by an increase in knowledge/skills through a survey or	ii# of children 0-5 whose caregiver attended parent education (assessed or not assessed) during this quarter.  jj# of caregivers for children 0-5 who attended parent education (assessed or not assessed) during this quarter.  kk# of children 0-5 whose caregiver attended parenting education and completed a survey or pre/post test during this quarter.  ll# of caregivers of children 0-5 who attended parenting education and completed a survey or pre/post test during this quarter.	ii# of children 0-5 whose caregiver attended parent education (assessed or not assessed) year to date.  ij# of caregivers for children 0-5 who attended parent education (assessed or not assessed) year to date.  kk# of children 0-5 whose caregiver attended parenting education and completed a survey or pre/post test year to date.  II# of caregivers of children 0-5 who attended parenting education and completed a survey or pre/post test year to date.	(mm) / (kk) =  % of children 0-5 whose caregiver attended parenting education, completed a survey, and indicated an increase in parenting knowledge or skills after attending parenting education year to date.  (nn)/(kk)= % of caregivers of children 0-5 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date.	CUMULATIVE INFORMATION: In this section, explain:  • the curriculum(s) used, • if the curriculum is evidence based or evidence informed, and • if the children 0-5 participated in the class with the caregivers • if there's a mixture of evidence based vs. evidence informed or parenting education with children involved vs. not, please separate the counts here. (i.e. Empowering families, evidence

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)	
• 80% of the children 6-17 will have caregivers who indicate an increase in parenting knowledge of skills after attending parenting education as measured by an increase in knowledge / skills through a survey or pre/post test.	mm. # of children 0-5 whose caregiver attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills this quarter.  nn. # of caregivers of children 0-5 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills this quarter.  SECTION for 6-17:  oo. # of children 6-17 whose caregiver attended parent education (assessed or not assessed) during this quarter.  pp. # of caregivers for children 6-17 who attended parent education (assessed or not assessed) during this quarter.  qq # of children 6-17 whose caregiver attended  quarter.	mm. # of children 0-5 whose caregiver attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date.  nn. # of caregivers of children 0-5 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date.  SECTION for 6-17:  oo. # of children 6-17 whose caregiver attended parent education (assessed or not assessed) year to date.  pp. # of caregivers for children 6-17 who attended parent education (assessed or not assessed) year to date.  qq. # of children 6-17 whose caregiver attended	(ss)/(qq)= % of children 6-17 whose caregiver attended parenting education, completed a survey, and indicated an increase in parenting knowledge or skills after attending parenting education year to date.  (tt)/(rr)= % of caregivers of children 6-17 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date.	based, children participate, 10 0-5 children, 5 caregivers; or New Beginnings, evidence informed children do not participate, 15 caregivers.)  SECTION for 6-17: In this section, explain  the curriculum(s) used,  if the curriculum is evidence based or evidence informed, and  if the children 6-17 participate in the class with the caregivers  if there's a mixture of evidence based vs. evidence	

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
	parenting education and completed a survey or pre/post test during this quarter.  rr. # of caregivers of children 6-17 who attended parenting education and completed a survey or pre/post test during this quarter.  ss. # of children 6-17 whose caregiver attended parenting education, completed a survey or pre/post test, and	parenting education and completed a survey or pre/post test year to date.  rr. # of caregivers of children 6-17 who attended parenting education and completed a survey or pre/post test year to date.  ss. # of children 6-17 whose caregiver attended parenting education, completed a survey or pre/post test, and	Calculated	informed or parenting education with children involved vs. not, please separate the counts here. (i.e. Empowering families, evidence based, children participate, 10 6-17 children, 5 caregivers; or New Beginnings, evidence informed, children do not participate, 15
	indicated an increase in knowledge or skills this quarter.  tt. # of caregivers of children 6-17 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills this quarter.	indicated an increase in knowledge or skills year to date.  tt. # of caregivers of children 6-17 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date.		caregivers.)

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
1. Access to Transportation Base on Level of Need 2. Child Health Insurance 3. Community Resources Knowledge 4. Health Services 5. Budgeting Skills and Knowledge of Financial Resources 6. Adequacy of Clothing 7. Quality of Employment Status 8. Access to Quality Child Care 9. Risk of Emotional or Sexual Abuse 10. Supervision by the Family 11. Age-Appropriate Physical and Mental Development 12. Resources for Nutritious Food 13. Family Communications Skills 14. Emotional Wellbeing	uu. The % (and number) of families who received a first assessment during the quarter and were identified as "in crisis".  vv. The % (and number) of families who received a first assessment during the quarter and were identified as "safe" or "self sufficient".	uu. The % (and number) of families identified as "in crisis" decreases in each assessment subsequent to the first assessment.  vv. The % (and number) of families identified as "safe" or "self sufficient" increases in each assessment subsequent to the first assessment.	Information derives from FDM reports run by the ogency. The Cumulative Report should individually compare assessments 1 and 2, 2 and 3, 3 and 4, etc.	Please explain the results.  1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18.

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
/ Sense of Life Value				21.
15. Nurturing				22.
16. Confidence in Parenting Skills	7			23.
17. Health and Safety of Home Environment				
18. Stability of Home and Shelter				
19. Quality of Social Support System				
20. Presence / Degree of Substance Abuse				
21. Adult Educational Development				
22. School Attendance				
23. Income Level for Basic Expenses				

#### **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):

#### STANISLAUS COUNTY COMMUNITY SERVICES AGENCY

FY 17/20

QUARTERLY AGE, LANGUAGE, ETHNICITY and SERVICE REPORT FOR STATE OFFICE OF CHILD ABUSE PREVENTION

Hughson Family Resource Center (Hughson & Waterford) 6940 Hughson Avenue, Hughson, CA 95326 12617 Bentley Street Suite A&B, Waterford, CA 95386

FUNDING SOURCE*	CAPIT 🗌	CFC [] CWS OIP[	☐ PSSF
PROGRAM NAME SERVICE QUARTER	Family Reso	urco Conter - Differential Resp	onse (DR) Clients Only
	Services Provided:	Basic Needs Concrete Supp Case Management Differential Response Early Childhood Services Family Resource Center, or o	oorts other drop in must service support center

Home Visiting (target parents with Children ages 0-5)

Parenting Eduction

**Direct Services Provided** 

Clients may access multiple services each month.

Enter an <u>unduplicated count</u> for direct services provided under DR. Direct services means that the services were provided to the individual or family and the planned duration of the service was more than a one-time event.

A participant si counted as EITHER an individual OR a family not both. For participants who access multiple services at multiple times, count ONCE for each service provided.

			Customers Red	eiving Services		
	0.5 Years		6-18 Years		Adults (19 yr - older)	
Ethnic Origin	without disabilities	with disabilities	without disabilities	with disabilities	without disabilities	with disabilities
White (non-Hispanic)	<del> </del>					<u> </u>
Hispanic or Latino					i	
: Black non-Hispanic						
I. Asian					<u> </u>	
. American Indian/Alaska Native					1	
Native Hawalian & Other Pacific Islander					1	
. Two or more races		<del></del>				1
Other						
	DO NOT WRITE BELOW THIS LINE				ie —	
TOTALS	0	0	C	0	0	0

#### Use appropriate code listed below:

Ethic Origin	Race and Ethnicity Description
	(Based on standards established by the Federal Office of Management and Budgets)
White	A person having origins in any of the linguist peoples of Europe, the Middle East or North Aftrica
Hispanic or Latino	A person of Cuban, Mexican, Puert - Rican, South or Central American or other Spanish culture or origin regardless of race
Bialik or African American	A person having ongins in any of the bird kiracial groups of Africa
Asan	A person having origins in any of the Far East. Southeast Asia or the Indian subcontinent including
	Cambodia, China, India, Japan, Kirica, Mataysia, Pakistan the Phitippine Islands, Thailand and Viotnam
American Indian or Alaska Native	A person having origins in any of the original peoples of North and South America
	(including Central America), and who maintains tribal affiliation or community attachment
Native Hawaiian & Other Pacific Islander	A person having origins in any of the inginal peoples of Hawaii, Guarti Samoa or other Pacific Islands

Code*	Funding Source
CAPIT	Child Abuse Prevention Intervention and Trealment
CFC	Children and Families Commission
CBCAP	Community Based Child Abuse Prevention
CCF	County Children's Fund
PSSF	Promoting Safe and Stable Families

# Attachment 7

# COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY AGREEMENT TO PROVIDE FAMILY RESOURCE CENTERS AND SERVICES JULY 1, 2017 THROUGH JUNE 30, 2020

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 Center) ("Consultant"), a California non-profit corporation, with an effective date of July 1, 2017.

#### 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**

#### SCOPE OF WORK

1.

- 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 Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or it subconsultants under this Agreement are not works for hire, Consultant hereby assigns to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities. Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County releases Consultant and its subconsultants from all liability associated with the reuse of such documents.
- 1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner 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 Consultant; provided, however, that such schedule is a subject to review by and concurrence of the County.
- 1.4 The Consultant shall provide services and work under this Agreement consistent with the

requirements and standards established by applicable federal, state and county laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it shall perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

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

#### Consideration

- 2.1 The Consultant shall be compensated either on a time and materials basis or a lump sum 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 invoice period, which the County shall pay in full within thirty (30) days of the date each invoice is approved by the County. The statement shall generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.
- 2.4 County shall not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- 2.5 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 June 30, 2020**, 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 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 section 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,
  - 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

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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 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 and Compliance with Laws

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 ticenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits shall be procured and maintained in force by Consultant at no expense to the County.

Consultant shall comply with all applicable local state and federal laws rules and regulations.

5 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.

#### 6. INSURANCE

Coverage Required: Consultant 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, 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.
- 7.2 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.

7.3 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.

#### STATUS OF CONSULTANT

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 Consultant is permitted to provide services to others during the same period service is 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.
- 8.8 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.

#### RECORDS AND AUDITS

- 9.1 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.
- 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 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.
- 9.4 County shall have the right to audit all invoices and records of the Consultant related to this Agreement as required by state law. County may appoint an independent public accountant.
- 9.5 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.
- 9.6 Monitoring by County may be accomplished by the following non-exclusive means: field reviews, audit claims, monthly review of records.
- 9.7 Consultant shall be responsible for the procurement and performance of an annual fiscal and compliance audit for each Consultant's fiscal years included in the term of this Agreement when Consultant's reimbursement exceeds \$45,000 per fiscal year.
- 9.8 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-profit.
- 9.9 For Consultants who have biennial audits completed, the audit must cover both years within the biennial period.

- 9.10 The audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 9.11 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.
- 9.12 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.
- 9.13 Consultant 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 Consultant's fiscal year.

#### 10. 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:

- 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 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 quilty of misdemeanor.
- 10.4 Consultant 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 <a href="http://www.stanworks.com/other-services/pdf/medi-cal-data-privacy-and-security-agreement.pdf">http://www.stanworks.com/other-services/pdf/medi-cal-data-privacy-and-security-agreement.pdf</a>.

#### 11. Non-discrimination

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 including perception of a 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 and 1102; 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 Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 11.3 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.

#### 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.

#### 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 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

930 15<sup>th</sup> Street Modesto, CA 95354

To Consultant:

Center for Human Services

Attention: Cynthia Duenas, Executive Director

2000 Briggsmore Ave., Suite I

Modesto, CA 95350

#### 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.

#### 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.

#### 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 Consultant shall be responsible for the deficiency resulting from the Consultant's non-compliance with program requirements.
- 21.2 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.
- 21.3 Any expenses the County incurs as a result of the Consultant'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

Consultant shall uphold the following Code of Ethics:

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

#### 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

Consultant 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 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.
- 25.2 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.
- 25.3 Consultant shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1 through 11165.6. Consultant shall require each employee, volunteer, consultant, subcontractor or agency to sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166(a) and shall comply with the provisions of the code section.

#### 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 Consultant recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this section, Consultant 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 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.

28.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Consultant shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Consultant the policies and procedures related to the Federal and State False Claims Act. Consultant 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 <a href="http://www.co.stanislaus.ca.us/BOS/Agenda/2007/20070508/B07.pdf">http://www.co.stanislaus.ca.us/BOS/Agenda/2007/20070508/B07.pdf</a> and that it and its employees, subcontractors, agents and other persons providing services on behalf of Consultant shall adhere to these policies and procedures.

#### 29. MISCELLANEOUS REQUIREMENTS

- 29.1 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.
- 29.2 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.
- 29.3 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: <a href="http://www.stanprop10.org/pdf/commission-policies-procedures.pdf">http://www.stanprop10.org/pdf/commission-policies-procedures.pdf</a>

#### 30. 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 activities.

#### 31. ENTIRE AGREEMENT

- 31.1 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.
- 31.2 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	CENTER FOR HUMAN SERVICES
By:  Keith D. Boggs D. D.  Assistant Executive Officer GSA/Purchasing Agent	By: <u>Cindy Dulnos</u> 7 Title: 6/9/17
Dated:8 · 17 · 17	Dated: Executive. Director
APPROVED AS TO FORM: STANISLAUS COUNTY CHILDREN AND FAMILIES COMMISSION	APPROVED AS TO FORM: COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY
By:  David T. Jones  Executive Director	By: Christine Huber Assistant Director
Dated: 4/1/2017	Dated: 1517
APPROVED AS TO FORM: COUNTY COUNSEL	COUNTY OF STANISLAUS
By: Jack Doering	Approved per BOS Item #: 2017-348
County Counsel	Dated: 6/27/17
Dated:	Approved per CFC Item #: VI-C-1
	Dated: <u>05/23/2017</u>

# EXHIBIT A - SCOPE OF WORK

# Center for Human Services Oakdale Family Resource Center

# AGREEMENT TO PROVIDE FAMILY RESOURCE CENTERS AND SERVICES JULY 1, 2017 THROUGH JUNE 30, 2020

**Center for Human Services (Oakdale Family Resource Center)** has been determined to be a Subrecipient of a Federal Award.

edera	l Award Identification Information	(Applicable to Sub a	ward)
a,	Sub recipient Name (which must match the unique entity	Center for Human Services - Oakdale	
b.	Sub recipient Unique Entity Identifier	r Number	94-1725620
c.	Federal Award Identification Number	r (FAIN)	1701CAFPSS 1701CAFPCV
d.	Federal Award Date (most recent)		2017 2017
e.	Sub award Period of Performance	Start Date	July 1, 2017
<b>C.</b>	Sub awaru Feriod of Ferior mance	End Date	June 30, 2020
f.	Amount of Federal Funds Obligated 1	y this action	\$20,240
g.	Total amount of Federal Funds Oblig	ated to Sub recipient	\$60,720
h.	Total amount of the Federal Award	Not Available at time execution of agreement refer to usaspending.gov - column BU	
i.	Federal award project description*	County Administered, State Supervised program, PSSF is used to support family preservation and family reunification efforts. The funds are primarily allocated to the counties (90%), with CDSS using 10% for statewide contracts.	
j.	Name of Federal awarding agency,		U.S. Department of Health and Human Services – Administration fo Children and Families.
	Pass through entity,		Stanislaus County
	And contact information for awardi	Kathryn M. Harwell, Director Community Services Agency P.O. Box 42 Modesto, CA 95353	
		Number	
k.	CFDA	Name	Promoting Safe and Stable Familie (PSSF)
1.	Is the award research and develop	No	
m	<ul> <li>Indirect cost rate for the Federal av de minimus rate is charged per §20 costs.</li> </ul>	16%	

For a multi-year Agreement, future Federal Award Identification Numbers will be posted on USAspending.gov upon the publication of the fiscal year allocation awards.

# 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 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), and Child Welfare Services (CWS) after care services to children 0 through 17 as well family support services to Stanislaus County communities.

# II. SERVICES PROVIDED

Consultant shall provide the following services at the Family Resource Center located at 631 W. F St., Oakdale, CA. 95361 to residents of Stanislaus County.

Services are listed in priority order in accordance with the Priorities Plan adopted by the Commission in December, 2014. Services to be provided under this agreement are limited to:

<u>Service</u>	Service Locations
Case Management	Family Resource Centers Mobile (Client Homes)
Parenting Classes	Family Resource Centers
Family/Child Crisis Support	Family Resource Centers Mobile (Client Homes)
Pregnancy/Infant Support Groups	Family Resource Centers without Healthy Birth Outcomes (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
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

Health Insurance Enrollment

Family Resource Centers
Mobile (Community Events)

# 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, at least one time each year, 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 631 W. F St., Oakdale, CA. 95361 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 and CSA (currently using Burns).
- 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 trauma informed group and individual mental health counseling to caregivers of children 0-5.
- Consultant shall provide developmental screenings to children 0-5 which includes 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 be available for a joint home visit with Community Services Agency staff within three business days of notice.
- Consultant shall provide all services described in SCOARRS (Exhibit D).

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

Desired Result: Families are supported and safe in communities that are capable of supporting 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 school ready.
- 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 healthy pregnancy and child health and safety
- Children 0-5 are enrolled in health insurance

# 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, and CWS after care services shall be provided to Stanislaus County families with children 0 through 17 years of age with children ages 0 through 5 reported separately.

# VII. REPORTS AND CONTRACT MONITORING

A. Consultant shall report quarterly to CSA and Commission staff using SCOARRS (Exhibit D) forms and Program Statistical reports for PSSF and CAPIT (Exhibit E) or other forms provided by the Commission or CSA.

Reports shall be sent to the following emails:

- CSAreports@stancounty.com
- CFCReports@stancounty.com
- B. Consultant shall submit a Differential Response Client Data Sheet (DR Client Data Sheet) monthly via email to <a href="mailto:DRClientData@stancounty.com">DRClientData@stancounty.com</a>.
- 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, 2017, 2018, and 2019
  - Quarter 2 (October-December): January 31, 2018, 2019, and 2020
  - Quarter 3 (January-March): April 30, 2018, 2019, and 2020
  - Quarter 4 (April-June): July 31, 2018, 2019, and 2020
- D. Consultant shall submit to Commission and CSA staff an annual report in the format provided by the Commission or CSA. Annual report shall be submitted no later than 30 days after the fiscal year end or termination date of the agreement to:
  - CSAreports@stancounty.com
  - <u>CFCReports@stancounty.com</u>
- E. Consultant shall have a representative attend all Commission's Quarterly Contractor Meetings.
- F. Consultant shall participate in an activity and/or assessment regarding collaboration efforts and outcomes.
- G. 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.

H. Consultant will assist in the monitoring and evaluation of the program according to this Scope of Work (Exhibit A) and supporting evaluation documents.

# VIII. EVALUATION

Consultant shall collect and supply 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 described in VII-F.

# 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, 2018, 2019, and 2020 (for Quarter 2 survey) and July 31, 2018, 2019, and 2020 (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 VII-F.

# XI. COMPENSATION

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

- A. This Agreement shall be effective July 1, 2017 through June 30, 2020.
- B. Costs:
  - 1. The maximum amount of this Agreement for the period July 1, 2017 through June 30, 2020 shall not exceed \$697,509. The maximum amount per fiscal year is as follows:

July 1, 2017 through June 30, 2018 shall not exceed \$232,503 July 1, 2018 through June 30, 2019 shall not exceed \$232,503

# July 1, 2019 through June 30, 2020 shall not exceed \$232,503

- This is a cost reimbursement Agreement. The costs attendant to the provision of service are described in EXHIBIT C 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 C, or as the budget is thereafter amended or
  obligated.
- 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.

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.

- E. 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 C, having useful life of three (3) years or greater, and a value in excess of Five Hundred Dollars (\$500.00) 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 of 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.
- F. County shall not be required to purchase any definite amount of services nor does County guarantee to Consultant any minimum amount of funds or hours.
- G. Billings:
  - 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 2018 is due June 6, 2018
    - June 2018 is due June 13, 2018
    - May 2019 is due lune 5, 2019
    - June 2019 is due June 12, 2019

May 2020 is due June 3, 2020

• June 2020 is due June 10, 2020

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 930 15th Street Modesto, CA 95354 (209) 558-6218

- 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.
- 4. In addition, Consultant will submit a monthly report, in a County specified format, indicating client populations, clients' age and services rendered.

### X11. PAYMENTS

- 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.
- 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.stanprop10.org/partner.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.

# **EXHIBIT B**

# Insurance Requirements for Professional Services

Consultant 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 by the Consultant, its agents, representatives, or employees.

# 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 \$1,000,000 per 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 Consultant or the Consultant'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 Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 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.
  - (Not required if consultant provides written verification it has no employees)
- Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant 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 higher limits maintained by the Consultant. 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

Consultants 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 and the Auto Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant 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 Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

# Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance 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 Consultant'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, employee's, agents or volunteers.

# Notice of Cancellation

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

# Waiver of Subrogation

Consultant hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant 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 Consultant to 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 domicited 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 coverage on a claims-made basis:

- 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 Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

# Verification of Coverage

Consultant 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 Consultant'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

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant 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 Consultant and Consultant's officers, employees, agents, representatives or subcontractors. Consultant's obligation to defend, indemnify and hold the County, 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 Consultant 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: \*\*More Watson\*\* Name: Kevin Watson Title: Liability & Insurance Manager Date: 06/06/2017 Vendor: Center for Human Services - Oakdale Family Resource Center

# EXHIBIT C 2017/2018 FISCAL YEAR BUDGET

Contract (Program): Oakdale Famil Contract (Agency): CENTER FOR F							
repared By (Name & Number):			-526-1476 x 122	cwilcon	Deantarforh	ımane	ervices ore
DESCRIPTION		10 FUNDING	IN-KIND* (from Contracte Agency)	OTH d FU	ER CASH NDING <i>lentify)</i>	REL	TOTAL
	nzerAlky		SONNEL				AND THE
Salary/Wages	\$	139,198		\$	45,318	\$	184,516
Fringe Benefits	\$	33,268		\$	10,556	\$	43,824
Subtotal Personnel Cost		172,466		- \$	55,874	\$	228,340
			ES (Operating E				24.00
Rent/Lease	\$	11,939		\$	9,396	\$	21,335
Maintenance/Janitorial/Lanscape/Bldg.	\$	1,347		5	544	\$	1,891
Utilities	\$	2,813		\$	1,135	\$	3,948
Communication/Telephone	\$	3,142		\$	1,965	\$	5,107
Office Supplies/Postage	\$	1,300		\$	1,579	\$	2,879
Printing/Advertising	\$	*		\$	300	\$	300
Equipment Lease	\$	546		\$	220	\$	766
General Liability Ins.	\$			\$	-	\$	
Equipment Maintenance	\$	364		\$	147	\$	511
Mileage/Travel	\$	2,040		\$	180	\$	2,220
Training/Conferences	\$	100		\$	50	\$	150
Food/Events	\$	240		\$	4,000	\$	4,240
Program Supplies	\$	120		\$		\$	120
Client Support/Crisis Fund	\$	400		\$	11,596	\$	11,996
Contract services	\$	3,417		\$	1,311	\$	4,728
Special Activities	\$	200		\$	5,900	\$	6,100
Other	\$			\$	7,401	\$	7,401
Data/Network						\$	-
IT Outsource						\$	•
Community Clothing Drive						\$	•
Storage Unit(s)			<del>-</del>			\$	•
Starbucks Christmas Toy Drive						\$	
Book/Literacy/Library						\$	•
Mom's Club						\$	-
Subtotal Services & Suppli		27,968		- \$	45,724		73,692
Indirect (16°	%) \$	32,069		- \$	16,25	6 \$	48,32
	74	FIX	ED ASSETS				172
Buildings and Improvements	_					\$	
Equipment (Specify)						\$	
Subtotal Fixed Asse		222 422		- S		\$	
ТОТ	AL S	232,503		-   \$	117,85	4 \$	350,35
11. 4. 400			THLY INVOICE TO				- 326
July \$ 19,3°		January		375			
August \$ 19,3°		Februar		375_			
September \$ 19,3		Marc		375			
October \$ 19,3	-	-		375			
November \$ 19,3		Ma	y \$ 19,	375			
December \$ 19,3	75	Jun	e \$ 19	378			
TOTAL (Equals Prop 10 Fundin	nel \$	232,500	2				

# EXHIBIT C 2018/2019 FISCAL YEAR BUDGET

ontract (Agency): CENTER FOR H	IUMAN SI	ERVICES						
repared By (Name & Number):	bear and	n Wilson, 209	-526-1476	x 122, cw	ilson@	centerforhu	manse	rvices.org
DESCRIPTION		10 FUNDING	IN-KI	ND* tracted	OTHE FUN	ER CASH IDING entify)	FILE	TOTAL
	11016	PEI	SONNEL	2	BU 6 12		nista.	SASSIONALLIN
alary/Wages	\$	139,014			\$	42,808	\$	181,822
ringe Benefits	\$	33,224			\$	10,231	\$	43,455
Subtotal Personnel Costs	s .S	172,238	\$		S		5	225,277
		CES & SUPPLI	ES (Opera	ting Expen	ses)	THE STATE OF	130	
Rent/Lease	\$	12,167	\$	-	S	9,696	\$	21,935
Maintenance/Janitorial/Lanscape/Bldg.	\$	1,347	\$	-	\$	544	\$	1,891
Julities	\$	2,813	\$		\$	1,135	\$	3,948
Communication/Telephone	\$	3,142	\$	-	\$	1,965	\$	5,107
Office Supplies/Postage	\$	1,300	\$	-	S	1,579	\$	2,879
Printing/Advertising	\$		S		\$	300	\$	300
Equipment Lease	S	546	\$		\$	220	S	766
General Liability Ins.	\$	•	\$		\$	-	\$	
Equipment Maintenance	\$	364	\$	-	\$	147	S	511
Mileage/Travel	S	2,040	\$		\$	180	\$	2,220
Training/Conferences	S	100	\$		\$	50	\$	150
Food/Events	S	240	\$		\$	850	\$	1,090
Program Supplies	\$	120	\$		S		\$	120
Client Support/Crisis Fund	\$	400	\$	-	\$	11,596	\$	11,996
Contract services	\$	3,417	\$		\$	1,311	\$	4,728
Special Activities	\$	200	\$		\$	5,900	\$	3,400
Other	S		\$		\$	7,401	\$	7,401
Data/Network							\$	
IT Outsource							\$	
Community Clothing Drive							\$	
Storage Unit(s)							\$	
Starbucks Christmas Toy Drive							5	
Book/Literacy/Library							\$	-
Mom's Club							5	
Subtotal Services & Suppli	es S	28,196	S	- (4)	\$	42,874	5	68,442
Indirect (16%	6) \$	32,069	\$		\$	15,346	\$	47,41
		FIX	ED ASSET	S	1			
Buildings and Improvements							5	•
Equipment (Specify)							\$	•
Subtotal Fixed Asse			\$		S		\$	
тот.	AL \$	232,503	\$ \$		\$	111,259	5	341,134
	-	IMATED MON	THLY INVO		OP 10			12 1 3
July \$ 19,37		January	\$	19,375				
August \$ 19,37	75	Februar	у \$	19,375				
September \$ 19,37	75	Marc	h \$	19,375				
October \$ 19,37	75	Apr	11 \$	19,375				
November \$ 19,37	75	Ma	y \$	19,375				
December \$ 19,37	75	Jun	ie \$	19,378				
TOTAL (Equals Prop 10 Fundin		232,50						

# EXHIBIT C 2019/2020 FISCAL YEAR BUDGET

	nily Resour						
Contract (Agency): CENTER FOR			F2C 447C = 122 -		and the standards		
Prepared By (Name & Number): DESCRIPTION	- 5.30	0 FUNDING	526-1476 x 122, c IN-KIND* (from Contracted Agency)	OTHI FUN	ER CASH NDING entify)	W.	TOTAL
	1.1.69		SONNEL			1. 1. 1.	ATRICK PARK
Salary/Wages	S	138,829		\$	46,084	\$	184,913
Fringe Benefits	S	33,180		\$	11,014	\$	44,194
Subtotal Personnel Co		172,009	-	-	57,098	S	229,107
			ES (Operating Exp		0.004	100	00 505
Rent/Lease	S	12,396		\$	9,996	5	22,535
Maintenance/Janitorial/Lanscape/Bld		1,347		- 5	544	\$	1,891
Utilities	S	2,813		- S	1,135	\$	3,948
Communication/Telephone	S			· \$	1,965	5	5,107
Office Supplies/Postage	\$	1,300	-	- \$	1,579	S	2,879
Printing/Advertising	<u>\$</u>	FAC	-	- S	300 220	\$	300 766
Equipment Lease		546	S	+	220	\$	/00
General Liability Ins.	\$	364	S		147	S	511
Equipment Maintenance	S	2,040	\$	- \$	147	\$	2,220
Mileage/Travel	\$	100	\$		50	\$	150
Training/Conferences	\$	240	\$	- \$	850	5	1,090
Food/Events	\$	120	\$	- \$	000	S	1,090
Program Supplies	\$	400	\$	- \$	11,596		11,996
Client Support/Crisis Fund Contract services	\$	3,417	\$	- \$	1,311	\$	4,728
Special Activities	\$	200	\$	- 5	5,900	-	3,400
Other	\$	200	\$	- \$	7,401	-	7,40
Data/Network	-		•		7,101	\$	.,,,,,
IT Outsource						\$	
Community Clothing Drive						\$	
Storage Unit(s)				1		S	
Starbucks Christmas Toy Drive						\$	
Book/Literacy/Library				1	-	\$	
Morn's Club	-					S	
Subtotal Services & Supp	olies S	28,425	S	- S	43,174		69,04
Indirect (1		32,069		- \$	16,04		48,11
			ED ASSETS		- N-1/1/1 1		White St
Buildings and Improvements						\$	
Equipment (Specify)						S	
Subtotal Fixed A	ssets \$	THE STATE OF	\$ 5	- S	3.35 Min/s	S	10 To 5 W/
	TAL \$	232,503		- \$	116,310	S	346,26
TOP OF THE PERSON AS A PARTY OF THE PERSON AS			THLY INVOICE TO F	PROP 10	Arrays		195-1-2
July \$ 19	,375	January					
	,375	Februar					
	,375	Marc					
	,375		1 \$ 19,37				
	,375		y \$ 19,37				
	,375		e \$ 19,3°				
		Jun					





# Exhibit D 1



# 2017-2018 Stanislaus County Outcomes And Results Reporting Sheet (SCOARRS)

Date:		Reporting for Quarter:
Agency:	Prepared by:	☐ 1st Quarter
Program Name:	Phone Number:	☐ 2 <sup>nd</sup> Quarter
	Email:	☐ 3 <sup>rd</sup> 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 sociallybehaviorally ready to enter school

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
1.FRC Staff will provide an FDM assessment to the caregivers of children (DR, After Care, & Non-DR).  • 65% of Non-DR children 0-5's caregivers will receive a second FDM assessment.	a. # of Non-DR children 0-5 receiving any Prop 10 services	a. # of Non-DR children 0-5 receiving any Prop 10 services	(b) / (a) =% of Non-DR children 0-5 whose	
	b. # of Non-DR children 0-5 whose caregivers received a first FDM assessment	b. # of Non-DR children 0-5 whose caregivers received a first FDM assessment	caregivers received a first FDM assessment  (c) / (a) =% of Non-DR children 0-5 whose	
	c. # of Non-DR children 0-5 whose caregivers received a second FDM assessment	c. # of Non-DR children 0-5 whose caregivers received a second FDM assessment	caregivers received a second FDM assessment  (e) / (d) =	
<ul> <li>65% of DR referred children (all ages) whose caregivers respond to a contact</li> </ul>	d. # of referred DR children 0-5	d. # of referred DR children 0-5		
respond to a contact will receive a second FDM assessment.  • 30% of all Aftercare children (all ages) whose caregivers respond to a contact will receive a second FDM assessment.	e. # of referred DR children 0-5 whose caregivers responded to a contact.	e. # of referred DR children 0-5 whose caregivers responded to a contact.		
	f. # of DR children 0-5 whose caregivers received a first FDM assessment	f. # of DR children 0- 5 whose caregivers received a first FDM assessment	(g) / (e) =% of DR children 0-5 whose caregivers responded to a	
	g. # of DR children 0- 5 whose caregivers received a second FDM	g. # of DR children 0- 5 whose caregivers received a second FDM assessment	contact and received a second FDM assessment	



Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
	assessment		(i) / (h) = % of DR referred children (all ages)	
	h. # of referred DR children (all ages).	h. # of referred DR children (all ages).	whose caregivers responded to a contact (j) / (i) = \frac{1}{2}%	
	i. # of referred DR children (all ages) whose caregivers responded to a contact.	i. # of referred DR children (all ages) whose caregivers responded to a contact.	of DR referred children (all ages) whose caregivers responded to a contact and received a first FDM assessment	
	j. # of DR children (all ages) whose caregivers responded to a contact and received a first FDM assessment	j. # of DR children (all ages) whose caregivers responded to a contact and received a first FDM assessment	(k) / (i) = %  of DR referred children (all ages) whose caregivers responded to a contact and received a second FDM	
	k. # of DR children (all ages) whose caregivers responded to a contact and received a second FDM assessment	k. # of DR children (all ages) whose caregivers responded to a contact and received a second FDM assessment	assessment  (e) / (d) = % of DR referred children 0-5 whose caregivers responded to a contact	
	l. # of referred DR children 0-5	l. # of referred After Care children 0-5	(f) / (e) = % of DR children 0-5 whose	
	m. # of referred DR children 0-5 whose caregivers responded to a contact.	m. # of referred After Care children 0-5 whose caregivers responded to a contact.	caregivers responded to a contact and received a first FDM assessment	

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
	n. # of DR children 0- 5 whose caregivers received a first FDM assessment	n. # of After Care children 0-5 whose caregivers received a first FDM assessment	(g) / (e) = % of DR children 0-5 whose	
	o. # of DR children 0- 5 whose caregivers received a second FDM assessment	caregivers responded to a contact and received a second FDM assessment caregivers responded to a contact and received a second FDM assessment (i) / (h) = 6 % of DR		
	p. # of referred DR children (all ages).	p. # of referred After Care children (all ages).	referred children (all ages) whose caregivers responded to a contact  (j) / (i) =% of DR referred children (all ages) whose caregivers responded to a contact and received a first FDM assessment  (k) / (i) =% of DR referred children (all ages) whose caregivers	
	q. # of referred DR children (all ages) whose caregivers responded to a contact.	q. # of referred After Care children (all ages) whose caregivers responded to a contact.		
	r. # of DR children (all ages) whose caregivers responded to a contact and received a first FDM assessment	r. # of After Care children (all ages) whose caregivers responded to a contact and received a first FDM assessment		
	s. # of DR children (all ages) whose caregivers responded to a contact and received a second FDM assessment	s. # of After Care children (all ages) whose caregivers responded to a contact and received a second FDM assessment	responded to a contact and received a second FDM assessment	

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
2.FRC Staff will provide a valid depression screening to caregivers of children 0-5 who receive a second FDM assessment  • 80% of the children 0-5 whose caregivers receive a second FDM assessment will receive depression screenings.		t. # of After Care, DR and Non-DR children 0-5 whose caregivers received a second FDM assessment and were screened for depression	(t) / (c+g+s) =%  of children 0-5 whose caregivers received a second FDM assessment and were screened for depression	
3.FRC staff or contracted staff will provide group and individual mental health counseling to	u. # of children 0-5 whose caregivers received group counseling	u. # of children 0-5 whose caregivers received group counseling	(v) / (u) =% of children 0-5 whose caregivers received group	Please note: Information on Outcome 3 may be reported on a semi-
caregivers of children 0-5. Improvement will be reported by a clinician.  • 96% of the children 0-5 whose caregivers receive group counseling will, according to their	v. # of children 0-5 whose caregivers received group counseling indicated improvement with presenting issues (according to their clinician)	v. # of children 0-5 whose caregivers received group counseling indicated improvement with presenting issues (according to their clinician)	counseling indicated improvement with presenting issues (according to their clinician)  (x)/(w) =%  of children 0-5 whose caregivers received individual counseling indicated	If applicable: # of children 0-5
clinician, indicate an	nician, indicate an aprovement with w. # of children 0-5 whose caregivers received	w. # of children 0-5 whose caregivers received individual counseling	improvement with presenting issues (according to their clinician)	whose caregivers were referred to group counseling. # of children 0-5

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
0-5 whose caregivers receive individual counseling will, according to their clinician, indicate improvement with presenting issues.	x. # of children 0-5 whose caregivers received individual counseling indicated improvement with presenting issues (according to their clinician)	x. # of children 0-5 whose caregivers received individual counseling indicated improvement with presenting issues (according to their clinician)		whose caregivers were referred to individual counseling.
4.FRC Staff will provide children 0-5, whose caregivers receive a second FDM assessment, with	y. # of Non-DR children 0-5, whose caregivers received a second FDM assessment, received a developmental screening	y. # of Non-DR children 0-5, whose caregivers received a second FDM assessment, received a developmental screening		
assessment, with developmental screenings using the Ages & Stages Questionnaire (ASQ)  • 65% of the children 0-5, whose caregivers receive a second FDM assessment, will receive developmental screenings	z# of DR children 0- 5, whose caregivers received a second FDM assessment, received a developmental screening	z. # of DR children 0-5, whose caregivers received a second FDM assessment, received a developmental screening	(y+z+aa) / (c+g+s) =% of children 0-5, whose caregivers received a second FDM assessment, received developmental screenings	
	aa. # of After Care children 0-5, whose caregivers received a second FDM assessment, received a developmental screening	aa. # of After Care children 0-5, whose caregivers received a second FDM assessment, received a developmental screening		
5. FRC Staff or contracted staff will provide literacy/school	bb. # of children 0-5 who received literacy services	bb. # of children 0-5 who received literacy services		

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
readiness services (teaching adults literacy, distributing children's books, teaching adults how to read to children, etc.)	cc. # of children 0-5 who received literacy services and indicated increased time reading at home with family	cc. # of children 0-5 who received literacy services and indicated increased time reading at home with family	(cc) / (bb) =% of children 0-5 who received literacy services increased	
<ul> <li>92% of children 0-5         who received literacy         services will indicate         increased time</li> </ul>	dd. # of children 0-5 who received literacy services and books	dd. # of children 0-5 who received literacy services and books	time reading at home with family	
reading at home with family  • 97% of children 0-5 who receive literacy services will be provided books  • 75% of children 0-5's caregivers who receive adult literacy services will self-report an increase in adult literacy skills	ee. # of children 0-5 whose caregivers received adult literacy services	ee. # of children 0-5 whose caregivers received adult literacy services	(dd) / (bb) = % of children 0-5 who received literacy services also received books	
	ff. # of children 0-5 whose caregivers received adult literacy services and self-reported increased literacy skills	ff. # of children 0-5 whose caregivers received adult literacy services and self- reported increased literacy skills	(ff) / (ee) = % of children 0-5 whose caregivers received adult literacy services and self- reported increased literacy skills	
6.FRC Staff will assist families in obtaining health insurance within 120 days of first contact.  • 92% of the children 0-5 who do not have	gg. # of children 0-5 without health insurance at time of first contact	gg. # of children 0-5 without health insurance at time of first contact	(hh) / (gg) = %  of children 0-5 who did not have health insurance at time of first contact were enrolled in a health insurance program within 120 days of first contact	

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
health insurance at the time of first contact will be enrolled in a health insurance program within 120 days of first contact	hh # of children 0-5 without health insurance were enrolled in a health insurance program within 120 days of first contact	hh. # of children 0-5 without health insurance were enrolled in a health insurance program within 120 days of first contact		
7. Caregivers have increased parenting knowledge, skills, and support.  A variety of parenting education will be provided to parents of children 0-5 and 6-17 including family nurturing, social skills development, and child development/health topics.  • 80% of the children 0-5 will have caregivers who indicate an increase in parenting knowledge or skills after attending parenting education as measured by an increase in knowledge/skills through a survey or	ii # of children 0-5     whose caregiver attended     parent education     (assessed or not assessed)     during this quarter.  jj # of caregivers for     children 0-5 who attended     parent education     (assessed or not assessed)     during this quarter.  kk # of children 0-5     whose caregiver attended     parenting education and     completed a survey or     pre/post test during this     quarter.  ll # of caregivers of     children 0-5 who attended     parenting education and     completed a survey or     pre/post test during this     quarter.	ii # of children 0-5 whose caregiver attended parent education (assessed or not assessed) year to date.  ij # of caregivers for children 0-5 who attended parent education (assessed or not assessed) year to date.  kk # of children 0-5 whose caregiver attended parenting education and completed a survey or pre/post test year to date.  ll # of caregivers of children 0-5 who attended parenting education and completed a survey or pre/post test year to date.	(mm) / (kk) =% of children 0-5 whose caregiver attended parenting education, completed a survey, and indicated an increase in parenting knowledge or skills after attending parenting education year to date.  (nn)/(kk)= % of caregivers of children 0-5 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date.	CUMULATIVE INFORMATION: In this section, explain:  • the curriculum(s) used, • if the curriculum is evidence based or evidence informed, and • if the children 0-5 participated in the class with the caregivers • if there's a mixture of evidence based vs. evidence informed or parenting education with children involved vs. not, please separate the counts here. (i.e. Empowering families, evidence

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
• 80% of the children 6-17 will have caregivers who indicate an increase in parenting knowledge of skills after attending parenting education as measured by an increase in knowledge / skills through a survey or pre/post test.	mm. # of children 0-5 whose caregiver attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills this quarter.  nn. # of caregivers of children 0-5 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills this quarter.  SECTION for 6-17:  oo. # of children 6-17 whose caregiver attended parent education (assessed or not assessed) during this quarter.  pp. # of caregivers for children 6-17 who attended parent education (assessed or not assessed) during this quarter.  qq # of children 6-17 whose caregiver attended	mm. # of children 0-5 whose caregiver attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date.  nn. # of caregivers of children 0-5 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date.  SECTION for 6-17:  oo. # of children 6-17 whose caregiver attended parent education (assessed or not assessed) year to date.  pp. # of caregivers for children 6-17 who attended parent education (assessed or not assessed) year to date.  qq. # of children 6-17 whose caregiver attended	(ss)/(qq) = % of children 6-17 whose caregiver attended parenting education, completed a survey, and indicated an increase in parenting knowledge or skills after attending parenting education year to date.  (tt)/(rr)= % of caregivers of children 6-17 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date.	based, children participate, 10 0-5 children, 5 caregivers; or New Beginnings, evidence informed, children do not participate, 15 caregivers.)  SECTION for 6-17: In this section, explain: • the curriculum(s) used, • if the curriculum is evidence based or evidence informed, and • if the children 6-17 participate in the class with the caregivers • if there's a mixture of evidence based vs. evidence

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
	parenting education and completed a survey or pre/post test during this quarter.  rr. # of caregivers of children 6-17 who attended parenting education and completed a survey or pre/post test during this quarter.  ss. # of children 6-17 whose caregiver attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills this quarter.  tt. # of caregivers of children 6-17 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills this quarter.	parenting education and completed a survey or pre/post test year to date.  rr. # of caregivers of children 6-17 who attended parenting education and completed a survey or pre/post test year to date.  ss. # of children 6-17 whose caregiver attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date.  tt. # of caregivers of children 6-17 who attended parenting education, completed a survey or pre/post test, and indicated an increase in knowledge or skills year to date.		informed or parenting education with children involved vs. not, please separate the counts here. (i.e. Empowering families, evidence based, children participate, 10 6-17 children, 5 caregivers; or New Beginnings, evidence informed, children do not participate, 15 caregivers.)

Annual Target	Indicators Current Quarter (Progress)	Indicators Cumulative (Progress)	Indicators Cumulative Calculated	Narrative (Only if Needed)
FDM Indicators  1. Access to				Please explain the results.
Transportation Based on Level of Need	d			1.
2. Child Health Insurance				2. 3.
3. Community Resources Knowledge				4.
4. Health Services		uu. The % (and number) of		5. 6.
5. Budgeting Skills and Knowledge of Financial Resources	uu. The % (and number) of families who received a first assessment during	families identified as "in crisis" decreases in each		7.
6. Adequacy of Clothing	the quarter and were identified as "in crisis".	assessment subsequent to	Information derives from FDM reports run by the agency. The	8. 9.
<ol><li>Quality of Employment Status</li></ol>	vv. The % (and number) of	vv. The % (and number) of	Cumulative Report should individually compare	10.
8. Access to Quality Child Care	families who received a first assessment during	families identified as "safe" or "self sufficient"	assessments 1 and 2, 2 and 3, 3 and 4, etc.	11. 12.
<ol><li>Risk of Emotional or Sexual Abuse</li></ol>	the quarter and were identified as "safe" or "self	increases in each assessment subsequent		13.
10. Supervision by the Family	suff rient".	to the first assessment.		14. 15.
11. Age-Appropriate Physical and Mental				16.
Development 12. Resources for				17. 18.
Nutritious Food 13. Family				10.
Communications Skills				19.
14. Emotional Wellbeing				20.

# **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):

# STANISLAUS COUNTY COMMUNITY SERVICES AGENCY

FY 17/20

QUARTERLY AGE, LANGUAGE, ETHNICITY and SERVICE REPORT FOR STATE OFFICE OF CHILD ABUSE PREVENTION

Oakdale Family Resource Center 631 W. F St., Oakdale, CA 95361

FUNDING SOURCE*	CAPIT 🗆	CFC 🔲	CWS OIP	PSSF 🗆
PROGRAM NAME SERVICE QUARTER	Family Resor	urce Center - D	ifferential Respon	se (DR) Clients Only
	Services Provided:	Case Manag Differential F Early Childh Family Reso	Response good Services ource Center, or oth ng (target parents w	er drop in multi-service support center ith Children ages 0-5)

# **Direct Services Provided**

Clients may access multiple services each month.

Enter an <u>unduplicated count</u> for direct services provided under DR. Direct services means that the services were provided to the individual or family and the planned duration of the service was more than a one-time event.

A participant si counted as EiTHER an individual OR a family not both. For participants who access muttiple services at multiple times, count ONCE for each service provided.

	Customers Receiving Services					
	0-5 \	0-5 Years 6-18 Year		Years	ears Adults (19 yr - older	
Ethnic Origin	without disabilities	with disabilities	without disabilities	with disabilities	without disabilities	with disabilities
THE THE PARTY OF T	3 Jan 12 Deal	1000		48.15.10VI 5-3	a dealer to de	7.0
a. White (non-Hispanic)			To Carlo			
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						
			DO NOT WRITE	BELOW THIS LIN	NE.	Nº Transco
TOTALS	0	0	0	0	0	0

# Use appropriate code listed below:

thic Origin	Race and Ethnicity Description
	(Based on standards established by the Federal Office of Management and Budgets)
White	A person having origina in any of the original peoples of Europe, the Middle East or North Africa
Hispanic or Latino	A person of Cuban, Mexican, Puerto Rican, South or Central American or other Spenish culture
	or origin regardless of race
Black or African American	A person having origins in any of the black racial groups of Africa
Asian	A person having origins in any of the Far East, Southeast Asia or the Indian subcontinent including
	Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands. Thailand and Vietnam
American Indian or Alaska Native	A person having origins in any of the original peoples of North and South America
	(including Central America) and who maintains tribal affiliation or community attachment
Native Hawaiian & Other Pacific Islander	A person having origins in any of the original peoples of Hawaii, Guam, Samoa or other Pacific Islands

Funding Source
Child Abuse Prevention Intervention and Treatment
Children and Families Commission
Community Based Child Abuse Prevention
County Children's Fund
Promoting Safe and Stable Families

# COUNTY OF STANISLAUS **COMMUNITY SERVICES AGENCY** AGREEMENT TO PROVIDE FAMILY RESOURCE CENTERS AND SERVICES JULY 1, 2017 THROUGH JUNE 30, 2020

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 CENTER FOR HUMAN SERVICES (WESTSIDE FAMILY RESOURCE CENTER), (hereinafter referred to as "Consultant") that the Agreement entered into on July 1, 2017, for the purpose of providing family resource center services is hereby amended as follows:

# Recitals

CYNTHIA DUENAS. EXECUTIVE DIRECTOR

WHEREAS, Paragraph 17. AMENDMENT provides for the amendment of the Agreement by mutual written consent of the parties and since the execution of the original Agreement a need exists to

incorporate into the Agreement a new service location used by the Consultant. NOW, THEREFORE, in consideration of the mutual promises, covenant, terms, and considerations hereinafter contained, the parties agree to amend the Agreement as follows (check all that apply): The original Agreement for the period of shall be extended to .  $\boxtimes$ The attached Exhibit A-1 shall be the new Scope of Work for the period of August 25, 2017 – June 30, 2020. The attached Exhibit \_\_\_\_ shall be the new Outcomes and Results Reporting Sheet (SCOARRS) for the period of The attached Exhibit \_\_\_\_\_, in the amount of \_\_\_\_\_, shall be the budget for the Agreement for the period of ... IN WITNESS WHEREOF, the parties have executed this Amendment in duplicate as of the 17th day of August 2017. STANISLAUS COUNTY STANISLAUS COUNTY CHILDREN AND FAMILIES COMMISSION COMMUNITY SERVICES AGENCY DAVID-T. JONES, EXECUTIVE DIRECTOR CHRISTINE HUBER, ASSISTANT DIRECTOR APPROVED AS TO FORM: STANISLAUS COUNTY GENERAL SERVICES AGENCY JOHNA, DOERING, COUNTY-COUNSEL KEITH D. BOGGS, ASSISTANT EXECUTIVE OFFICER STANISLAUS COUNTY GSA DIRECTOR / PURCHASING AGENT **CENTER FOR HUMAN SERVICES** WESTSIDE FAMILY RESOURCE CENTER

# **EXHIBIT A-1 – SCOPE OF WORK**

# Center for Human Services Westside Family Resource Center

# AGREEMENT TO PROVIDE FAMILY RESOURCE CENTERS AND SERVICES JULY 1, 2017 THROUGH JUNE 30, 2020

**Center for Human Services (Westside Family Resource Center)** has been determined to be a Sub recipient of a Federal Award.

dera	al Award Identification Information	n (Applicable to Sub a	ward)
a.	Sub recipient Name (which must match the unique entity	Center for Human Services – Westside	
b.	Sub recipient Unique Entity Identifie	er Number	94-1725620
c.	Federal Award Identification Number	er (FAIN)	1701CAFPSS 1701CAFPCV
d.	Federal Award Date (most recent)	,	2017 2017
0	Sub award Period of Performance	Start Date	July 1, 2017
e.	Sub award Period of Performance	End Date	June 30, 2020
f.	Amount of Federal Funds Obligated	by this action	\$15,180
g.	Total amount of Federal Funds Oblig	gated to Sub recipient	\$45,540
h.			Not Available at time execution of agreement refer to usaspending.gov – column BU
i.	i. Federal award project description*		County Administered, State Supervised program, PSSF is used to support family preservation and family reunification efforts. The funds are primarily allocated to the counties (90%), with CDSS using 10% for statewide contracts.
j.	Name of Federal awarding agency,		U.S. Department of Health and Human Services – Administration fo Children and Families.
	Pass through entity,		Stanislaus County
And contact information for awarding official		Kathryn M. Harwell, Director Community Services Agency P.O. Box 42 Modesto, CA 95353	
k.	k. CFDA Number		93.556 Promoting Safe and Stable Familie (PSSF)
l.	Is the award research and developm	nent?	No
m. Indirect cost rate for the Federal award (including if the de minimus rate is charged per §200.414 Indirect (F&A) costs.		16%	

For a multi-year Agreement, future Federal Award Identification Numbers will be posted on USAspending.gov upon the publication of the fiscal year allocation awards.

#### 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 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), and Child Welfare Services (CWS) after care services to children 0 through 17 as well family support services to Stanislaus County communities.

#### II. SERVICES PROVIDED

For the period of July 1, 2017 through August 24, 2017, Consultant shall provide the following services at the Patterson Family Resource Center located at 118 N. Second St., Suite D, Patterson, CA 95363 and the Newman Family Resource Center located at 1300 Patchett Dr., Newman, CA 95360 to residents of Stanislaus County.

For the period of August 25, 2017 through June 30, 2020, Consultant shall provide the following services at the Patterson Family Resource Center located at 700 F. St., Patterson, CA 95363 and the Newman Family Resource Center located at 1300 Patchett Dr., Newman, CA 95360 to residents of Stanislaus County.

Services are listed in priority order in accordance with the Priorities Plan adopted by the Commission in December, 2014. Services to be provided under this agreement are limited to:

<u>Service</u>	Service Locations
Case Management	Family Resource Centers Mobile (Client Homes)
Parenting Classes	Family Resource Centers
Family/Child Crisis Support	Family Resource Centers Mobile (Client Homes)
Pregnancy/Infant Support Groups	Family Resource Centers without Healthy Birth Outcomes (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

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

Health Insurance Enrollment

Family Resource Centers Mobile (Community Events)

# 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 asparticipants 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, at least one time each year, 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.
- For the period of July 1, 2017 through August 24, 2017, the Patterson Family Resource Center located at 118 N. Second St., Suite D, Patterson, CA 95363 and the Newman Family Resource Center located at 1300 Patchett Dr., Newman, CA 95360 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.
- For the period of August 25, 2017 through June 30, 2020, the Patterson Family Resource Center located at 700 F. St., Patterson, CA 95363 and the Newman Family Resource Center located at 1300 Patchett Dr., Newman, CA 95360 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 and CSA (currently using Burns).
- 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 trauma informed group and individual mental health counseling to caregivers of children 0-5.
- Consultant shall provide developmental screenings to children 0-5 which includes 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 be available for a joint home visit with Community Services Agency staff within three business days of notice.
- Consultant shall provide all services described in SCOARRS (Exhibit D).

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

Desired Result: Families are supported and safe in communities that are capable of supporting 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 school ready.
- 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 healthy pregnancy and child health and safety
- Children 0-5 are enrolled in health insurance

# 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, and CWS after care services shall be provided to Stanislaus County families with children 0 through 17 years of age with children ages 0 through 5 reported separately.

# VII. REPORTS AND CONTRACT MONITORING

A. Consultant shall report **quarterly** to CSA and Commission staff using SCOARRS (Exhibit D) forms and Program Statistical reports for PSSF and CAPIT (Exhibit E) or other forms provided by the Commission or CSA.

Reports shall be sent to the following emails:

- CSAreports@stancounty.com
- CFCReports@stancounty.com
- B. Consultant shall submit a Differential Response Client Data Sheet (DR Client Data Sheet) **monthly** via email to <u>DRClientData@stancounty.com</u>.
- 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, 2017, 2018, and 2019
  - Quarter 2 (October-December): January 31, 2018, 2019, and 2020
  - Quarter 3 (January-March): April 30, 2018, 2019, and 2020
  - Quarter 4 (April-June): July 31, 2018, 2019, and 2020

- D. Consultant shall submit to Commission and CSA staff an annual report in the format provided by the Commission or CSA. Annual report shall be submitted no later than 30 days after the fiscal year end or termination date of the agreement to:
  - CSAreports@stancounty.com
  - <u>CFCReports@stancounty.com</u>
- E. Consultant shall have a representative attend all Commission's Quarterly Contractor Meetings.
- F. Consultant shall participate in an activity and/or assessment regarding collaboration efforts and outcomes.
- G. 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.
- H. Consultant will assist in the monitoring and evaluation of the program according to this Scope of Work (Exhibit A) and supporting evaluation documents.

#### VIII. EVALUATION

Consultant shall collect and supply 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 described in VII-F.

# 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, 2018, 2019, and 2020 (for Quarter 2 survey) and July 31, 2018, 2019, and 2020 (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 VII-F.

# XI. COMPENSATION

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

- A. This Agreement shall be effective July 1, 2017 through June 30, 2020.
- B. Costs:
  - 1. The maximum amount of this Agreement for the period July 1, 2017 through June 30, 2020 shall not exceed \$882,171. The maximum amount per fiscal year is as follows:

July 1, 2017 through June 30, 2018 shall not exceed \$294,057 July 1, 2018 through June 30, 2019 shall not exceed \$294,057 July 1, 2019 through June 30, 2020 shall not exceed \$294,057

- 2. This is a cost reimbursement Agreement. The costs attendant to the provision of service are described in EXHIBIT C 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 C, or as the budget is thereafter amended or
  obligated.
- 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.

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.

E. 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 C, having useful life of three (3) years or greater, and a value in excess of Five Hundred Dollars (\$500.00) 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 of 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.

F. County shall not be required to purchase any definite amount of services nor does County guarantee to Consultant any minimum amount of funds or hours.

# G. Billings:

- 1. Consultant shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for July through April services. Billings for the service month of May and June are as follows:
  - May 2018 is due June 6, 2018
  - June 2018 is due June 13, 2018
  - May 2019 is due June 5, 2019
  - June 2019 is due June 12, 2019
  - May 2020 is due June 3, 2020
  - June 2020 is due June 10, 2020

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 930 15th Street 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.
- 4. 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.stanprop10.org/partner.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.