

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

DEPT: Community Services Agency

BOARD AGENDA # *B-5

Urgent Routine

AGENDA DATE December 17, 2013

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award an Agreement to Children's Crisis Center of Stanislaus County, Inc. for Visitation Services to Child Welfare Customers

STAFF RECOMMENDATIONS:

1. Approve the award of an agreement for the provision of Visitation Services to Child Welfare customers to Children's Crisis Center of Stanislaus County, Inc for the contract period of January 1, 2014 through June 30, 2015, in an amount not to exceed a total of \$150,000.
2. Authorize the Community Services Agency (CSA) Director or her Designee to sign the agreement, not to exceed the agreement amount of \$150,000.

FISCAL IMPACT:

The estimated cost of the Visitation Services contract(s) will total \$150,000 for the initial contract period of January 1, 2014 through June 30, 2015. Appropriations and estimated revenues for the first six (6) months estimated at \$50,000 are included in the Community Services Agency Fiscal Year 2013-2014 Legal Budget. Ongoing appropriations and revenues for the awarded contract will be included in the Department's subsequent budget submissions. Funding for mandated visitation services is 100% State funded with no County General Fund share of cost requirement. There is no impact on County General Fund as a result of the Request For Proposal (RFP) for Child Welfare Visitation Services.

BOARD ACTION AS FOLLOWS:

No. 2013-636

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

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

DISCUSSION:

Stanislaus County Superior Court mandates supervised and/or monitored visits for at least two hours per week for parents with children who are dependents of the court and reside in foster care. These children have been removed from their parents because of abuse or neglect. Visitation is an important part of the case plan to facilitate reunification between a child and his/her parent. Facilitating and scheduling visits can be a time consuming process. It is cost and time effective for the Community Services Agency to contract this service to allow for the case carrying social worker to focus on additional court ordered service mandates.

On September 10, 2013 the Board approved CSA in partnership with the General Services Agency (GSA) to issue Request for Proposal #12-70-SS for the provision of Visitation Services to meet the needs of the Child Welfare Services court ordered visitation requirements. One proposal was received. A three-member review panel consisting of staff from the Community Services Agency and Behavioral Health and Recovery Services Agency reviewed the proposal based on the information set forth in the Request for Proposal packet. On November 19, 2013, the proposing agency was notified in writing of the County's intent to award. The RFP provides protocol for proposing agencies to protest the award process. No protests were received.

Based on the review of the submitted proposal, the Agency is recommending that the Board of Supervisors award the agreement for Visitation Services to Children's Crisis Center of Stanislaus County, Inc.

POLICY ISSUE:

Approval of the recommended actions to award the Stanislaus County Visitation Services contract supports the Board's priorities of A Healthy Community, Effective Partnerships and Efficient Delivery of Public Services by providing services through a vendor partnership to provide valuable case plan visitation services for Child Welfare customers in the community.

STAFFING IMPACT:

Existing Community Services Agency staff are available to support the visitation services contract.

CONTACT PERSON:

Kathryn Harwell, Director 558-2500

**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
AGREEMENT TO PROVIDE
SUPERVISED VISITATION SERVICES
JANUARY 1, 2014 THROUGH JUNE 30, 2015**

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS ("County") and CHILDREN'S CRISIS CENTER OF STANISLAUS COUNTY, INC. ("Contractor"), a non-profit corporation with an effective date of January 1, 2014.

RECITALS

WHEREAS, the County has a need for supervised visitation services; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK

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

2. CONSIDERATION

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

the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

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

3. TERM

- 3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in EXHIBIT A.
- 3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.
- 3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.
- 3.4 The County may terminate this Agreement upon thirty (30) days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in paragraph 2 herein, subject to any applicable setoffs.
- 3.5 County shall notify Contractor in writing within thirty (30) days of any potential Federal or State audit exception. Where findings indicate program requirements are not being met and Federal and/or State participation in this program may be imperiled, written notification shall constitute County's intention to terminate this Agreement in the event corrections are not accomplished within thirty (30) days.
- 3.6 This Agreement may be terminated by County upon the giving of thirty (30) days notice of such termination because the services as determined by the Director of Stanislaus County Community Services Agency are inadequate, poorly performed, or improperly supervised. Within the thirty (30) day period, Contractor may appeal the decision of the Director of the

Community Services Agency to the Board of Supervisors of Stanislaus County. The determination by the Board as to the termination shall be final.

- 3.7 Notwithstanding any other provisions of this Agreement, County may terminate the Agreement immediately:
- A. Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services; or,
 - B. Upon loss of any license(s) required for lawful operation of Contractor's business; or,
 - C. Upon an unauthorized decrease in the required insurance in force; or,
 - D. Upon failure to make payroll payments; or,
 - E. Failure to remit payroll deductions in a timely manner to the appropriate State and Federal government; or,
 - F. Upon failure to substantially meet other financial obligations; or,
 - G. Upon service or a writ of attachment by creditors of Contractor.
- 3.8 Either party without cause may terminate this Agreement when a thirty (30) day written notice is provided to the other party.

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. INSURANCE

- 7.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:
- 7.1.1 General Liability Insurance: Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- 7.1.2 Automobile Liability Insurance: If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.
- 7.1.3 Workers' Compensation Insurance: Workers' Compensation insurance as required by the California Labor Code. In signing this Agreement, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor shall comply with such provisions before commencing the performance of the work of this Agreement.
- 7.2 Any deductibles, self-insured retentions or named insured must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insured, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it shall be responsible for and pay any self-insured retention or deductible and shall pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.
- 7.3 The Contractor shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional named insured regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of the Contractor; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

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

8. DEFENSE AND INDEMNIFICATION

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

9. STATUS OF CONTRACTOR

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

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

10. RECORDS AND AUDITS

- 10.1 Contractor shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement or until such records and their supporting documentation are released due to closure of Federal/State audit, whichever is longer. This includes any handwriting, typewriting, printing, photostatic, photographing, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.
- 10.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.
- 10.3 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has

the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

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

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

11. CONFIDENTIALITY

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

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

12. NON-DISCRIMINATION

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

12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

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

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

13. ASSIGNMENT

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

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

14. WAIVER OF DEFAULT

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

15. NOTICE

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

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

To Contractor: Children's Crisis Center of Stanislaus County, Inc.
Attention: Colleen Garcia, Executive Director
P O Box 1062
Modesto, CA 95353

16. CONFLICTS

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

17. SEVERABILITY

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

18. AMENDMENT

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

19. ADVICE OF ATTORNEY

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

20. CONSTRUCTION

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

21. GOVERNING LAW AND VENUE

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

22. GENERAL ACCOUNTABILITY

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

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

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

23. CODE OF ETHICS

Contractor shall uphold the following Code of Ethics:

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

24. 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.

25. CONVICTION OF CRIME

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

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

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

26. MATCHING FUNDS

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

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

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

- 27.2 This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).
- A. The prospective recipient of Federal assistance funds certifies by entering this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - B. The prospective recipient of funds agrees by entering this Agreement, that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Federal department or agency with which this transaction originated.
 - C. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.
 - D. The prospective recipient shall provide immediate written notice to County if at any time prospective recipient learns that its certification in paragraph 28, of this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - E. The prospective recipient further agrees that by entering this Agreement, it shall include a clause identical to paragraph 28 of this Agreement and titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - F. The certification in paragraph 28 of this Agreement is a material representation of fact upon which County placed reliance when this transaction was entered into.

28. COMPLIANCE WITH FALSE CLAIMS ACT

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

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

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

COUNTY OF STANISLAUS

**CHILDREN'S CRISIS CENTER
OF STANISLAUS COUNTY, INC.**

By: 
Kathryn M. Harwell

By: 
Colleen Garcia

Title: Director
Community Services Agency

Title: Executive Director

Dated: 12/18/13

Dated: 12-5-13

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

COUNTY OF STANISLAUS

By: 

Approved per BOS Item #: 2013-636

Title: Deputy County Counsel

Dated: December 17, 2013

Dated: 12/4/13

**CHILDREN'S CRISIS CENTER OF STANISLAUS COUNTY, INC.
AGREEMENT TO PROVIDE
SUPERVISED VISITATION SERVICES
JANUARY 1, 2014 THROUGH JUNE 30, 2015**

Request for Proposal/Qualification/Information #12-70-SS issued by Stanislaus County GSA Purchasing Division; the Contractor's/Consultant's responding proposal; Information for Proposers; General Conditions, as well as any plans, specifications. Addenda, and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference and made a part hereof (collectively, the "RFP"), together with this Agreement, comprise the contract and all services provided hereunder shall be performed in accordance therewith. In the event there is a conflict between the terms and conditions set forth in the RFP, then in such case, the terms and conditions of this Agreement shall prevail.

I. SCOPE OF WORK:

Contractor shall provide the following services:

A. SCHEDULING OF PARENT AND CHILD VISITATION APPOINTMENTS

Staff to schedule parent/child visitation appointments, not to exceed forty (40) hours per week, as follows:

1. Schedule appointments at the Community Services Facility (CSF) at 251 East Hackett Road, Modesto, California, between the hours of 8:00 am and 6:00 pm, Monday through Friday.
2. Schedule appointments at approved sites within Stanislaus County other than CSF between the hours of 8:00 am and 8:00 pm Sunday – Saturday, as needed.
3. Contractor shall be provided with information necessary to schedule the visitation appointment by County Social Worker through e-mail or by phone, such as:
 - County Social Worker's availability
 - Contact information for parents/caregivers
4. Each parent's visitation appointment shall be up to a maximum of two (2) hours and can be increased with County Social Worker approval.
5. Contractor shall call and remind parents of the scheduled appointment at least twenty-four (24) hours in advance, if appropriate.
6. Reschedule a visitation appointment for parents and caregivers that:
 - Call to cancel a visitation appointment
 - Did not show for a scheduled appointment
 - Or upon County Social Worker request
7. If parent/caregiver contact information is not available, the County Social Worker shall schedule the appointment.

8. Clean and organize the visitation rooms after each visit.

B. SUPERVISED PARENT/CHILD VISITATION

1. Contractor shall make every reasonable effort to assure the safety and welfare of the child during the visitation. The County Social Worker will meet with the Contractor before the initial visit to discuss why visits are supervised and what to monitor.
2. Contractor shall be responsible for constantly observing the visitation and seeking to ensure the safety of the child(ren), which includes redirecting parents, ending the visit if a parent is not appropriate, providing feedback during the visit (if needed), and documenting events on the Visitation Observation Form (VOF). Contractor shall submit the completed VOF to the ongoing County Social Worker in writing or via email within forty-eight (48) hours.
3. During supervised visits, Contractor shall:
 - a. Advise the parties before commencement of supervised visitation that no confidential privilege exists;
 - b. Avoid any attempt to take sides with either party;
 - c. Ensure that all contact between the child and the parent is within the Contractor's hearing and sight at all times, and that discussions are audible to the Contractor;
 - d. Speak in a language spoken by the child and parent;
 - e. Allow no derogatory comments about the other parent, his or her family, caretaker, child or child's siblings;
 - f. Allow no discussion of the court case or possible future outcomes;
 - g. Allow neither the Contractor nor the child to be used to gather information about the other party or caretaker or to transmit documents, information, or personal possessions;
 - h. Allow no spanking, hitting or issuing of threats to the child;
 - i. Allow no visits to occur while the visiting party appears to be under the influence of alcohol or illegal drugs;
 - j. Allow no emotional, verbal, physical or sexual abuse;
 - k. Ensure that the parents follow any additional rules set forth by the County Social Worker; and
 - l. In cases where there are allegations of sexual abuse, the Contractor shall comply with the following terms and conditions:
 - Allow no exchanges of gifts, money or cards;
 - Allow no photographing, audio taping or videotaping of the child;

- Allow no physical contact with the child such as lap sitting, hair combing, stroking, hand holding, prolonged hugging, wrestling, tickling, horse playing, changing of diapers or accompanying the child to the bathroom;
 - Allow no whispering, passing of notes, hand signals or body signals
4. During supervised visits, Contractor shall address parenting skills, including appropriate discipline techniques, as outlined through dialogue with the County Social Worker about the family's needs.
 5. Each visitation appointment shall be up to a maximum of two (2) hours per child and parent.
 6. Supervised visitations shall take place at the Community Services Facility (CSF) at 251 East Hackett Road, Modesto, California. Contractor shall coordinate and introduce age-appropriate activities for parent and children during visitation.
 7. Contractor shall notify County Social Worker of any unusual events during visitation as soon as possible and by documenting on the Visitation Observation Form (VOF).
 8. Upon request by family of County Social Worker, Contractor shall take photos of children and provide a copy to the family and County Social Worker.

C. MONITORED PARENT/CHILD VISITATION

Contractor shall provide the following services:

1. Staff for monitoring and coordinating non-supervised visits by addressing parenting skills, including appropriate discipline techniques, as outlined through dialogue with the County Social Worker, about the family's needs.
2. Notify County Social Worker of any unusual events during visitation using the Visitation Observation Form (VOF).
3. Monitor visits by checking in on the family every fifteen (15) minutes or more if needed and check for the following:
 - a. Advise the parties before commencement of visitation that no confidential privilege exists;
 - b. Avoid any attempt to take sides with either party;
 - c. Speak in a language spoken by the child and the non-custodial party;
 - d. Allow no derogatory comments about the other parent, his or her family, caretaker, child or child's siblings;
 - e. Allow no discussion of the court case or possible future outcomes;
 - f. Allow neither the Contractor nor the child to be used to gather information about the other party or caretaker or to transmit documents, information, or personal possessions;

- g. Allow no spanking, hitting or issuing of threats to the child;
 - h. Allow no visits to occur while the visiting party appears to be under the influence of alcohol or illegal drugs;
 - i. Allow no emotional, verbal, physical or sexual abuse; and
 - j. Ensure that the parents follow any additional rules set forth by the County Social Worker
- 4. Upon request by family or County Social Worker, Contractor shall take photos of children and provide a copy to the family and County Social Worker.
 - 5. Coordinate and introduce age-appropriate activities for parents and children during visitation.
 - 6. Each visitation appointment shall be up to a maximum of two (2) hours per child and parent.
 - 7. Non-supervised, court-ordered visitations may occur at sites outside of the Community Services Facility (CSF). Contractor shall have ability to find additional sites as a convenience to County, parents and caregivers. These visits may occur in the evening or on weekends, Sunday – Saturday 8:00 am to 8:00 pm. These sites must be approved by Stanislaus County Adult Child and Family Services. Sites must be:
 - a. Safe, child-proof and child-friendly;
 - b. Large enough to accommodate families comfortably;
 - c. Have a sufficient supply of age-appropriate activities; and
 - d. Easily accessible by public transportation

D. DOCUMENTATION OF SUPERVISED/MONITORED VISITS

- 1. Contractor shall provide written documentation of every monitored/supervised visit by utilizing the Visitation Observation Form (VOF) via e-mail or in writing within forty-eight (48) hours. (See attached)
- 2. The VOF shall include:
 - The date, time and duration of the contact or visit;
 - Who attended the visit;
 - A summary of activities during the visit;
 - Actions taken by the Contractor, including any interruptions, terminations or a visit and reasons for these actions;
 - An account of critical incidents, including physical or verbal altercations and threats
 - Any failure to comply with the terms and conditions of the visitation; and
 - Any incidents of abuse, as required by law.
- 3. Documentation should be limited to the facts, observations and direct statements made by the parties, not personal conclusions, suggestions or opinions of the Contractor.
- 4. Contractor shall be available to testify in court, upon request or by subpoena.

E. OUTCOMES

1. Visits are to be scheduled and feedback given to County Social Worker within forty-eight (48) hours.
2. Ensure and increase parent participation through reminders at least twenty-four (24) hours in advance.
3. Improve parent satisfaction by providing a positive/supportive environment for visits.
4. Provide quality activities during visitation that enhances parent/child relationship.

F. County shall provide the following training:

- Orientation and safety training as it relates to the County CSF building;
- Child abuse reporting laws;
- Record-keeping procedures;
- Screening, monitoring and termination of visitation;
- Developmental needs of children;
- Legal responsibilities and obligations of a provider;
- Cultural sensitivity;
- Conflicts of interest;
- Confidentiality; and
- Issues relating to substance abuse, child abuse, sexual abuse and domestic violence.

G. Contractor must:

- Ensure employees are cardiopulmonary resuscitation (CPR) certified;
- Establish and state in writing minimum security procedures and inform the parties of these procedures;
- In coordination with Adult Child and Family Services Division, establish written procedures that must be followed in the event that a child is abducted during visitation;
- Suspend or terminate supervised/monitored visits if the Contractor determines that the risk factors present are placing in jeopardy the safety and welfare of the child;
- Maintain neutrality by refusing to discuss the merits of the case or agree with or support one party over another. Any discussion between Contractor and the parties should be for the purpose of arranging visitation and providing for safety of the children. In order to avoid a conflict of interest, Contractor should not:
 - Be financially dependent on the person being supervised;
 - Be an employee of the person being supervised;
 - Be an employee of or affiliated with any superior court in the country in which the supervision is ordered unless specified in the employment contract; or
 - Be in an intimate relationship with the person being supervised.

H. Contractor is a mandated reporter as defined below:

Contractor shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1 through 11165.6.

Contractor shall require each employee, volunteer, consultant, subcontractor or agency to sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166(a) and shall comply with the provisions of the code section.

II. COMPENSATION:

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

A. Costs:

1. The maximum amount of this Agreement for the period January 1, 2014, through June 30, 2015, shall not exceed \$150,000. This amount shall purchase a maximum of 6,239.6 units of service at a fixed rate of \$24.04 per unit of service.
 - The maximum amount for the period January 1, 2014, through June 30, 2014, shall not exceed \$50,000.
 - The maximum amount for the period July 1, 2014, through June 30, 2015, shall not exceed \$100,000
2. This is a fixed rate, per unit of service Agreement. One (1) unit of service equals one (1) hour.

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

C. This Agreement shall be effective January 1, 2014, through June 30, 2015.

D. Contractor agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Contractor costs, both indirect and direct, relative to this Agreement.

E. Costs must conform with Federal costs regulation: OMB Circular A-87, A Guide for State and Local Government Agencies, 48 CFR, Part 31, Subpart 31.2 (for profit agencies), and OMB Circular A-122 (for nonprofit agencies). All equipment purchased by Contractor must be depreciated in accordance with 45 CFR 95.705. All equipment, materials, supplies or property of any kind purchased from funds reimbursed or furnished by County under the terms of this Agreement shall be fully consumed or aged out in the course of the Agreement/program. County reserves the right to physically reclaim any/all such property at the conclusion of the Agreement in accordance with 45 Code of Federal Regulations, Part 74, Administration of Grants.

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

G. Billings:

1. Contractor shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for **January 2014 through April 2014 services. Billings for service months of May and June 2014 are as follows:**

May 2014 is due June 6, 2014
June 2014 is due June 13, 2014

2. Contractor shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for **July 2014 through April 2015 services. Billings for service months of May and June 2015 are as follows:**

May 2015 is due June 5, 2015
June 2015 is due June 12, 2015

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

3. Billings shall be submitted to:

Stanislaus County Community Services Agency
Attention: Accounts Payable Supervisor, F3A
P.O. Box 42
Modesto, CA 95353-0042
(209) 558-2217

4. Invoice shall include the following: type and date of service, number of units of service billed, service rate, client name and total due.

H. **Payments:**

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