

# **COUNTY OF FRESNO**

## **ADDENDUM NUMBER: ONE (1)**

**RFP NUMBER: 962-5263**

### **SUPERVISED VISITATION SERVICES**

**May 5, 2014**

PURCHASING USE

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IMPORTANT: SUBMIT PROPOSAL IN SEALED PACKAGE WITH PROPOSAL NUMBER, CLOSING DATE AND BUYER'S NAME MARKED CLEARLY ON THE OUTSIDE TO:

COUNTY OF FRESNO, Purchasing  
4525 EAST HAMILTON AVENUE, 2<sup>nd</sup> Floor  
FRESNO, CA 93702-4599

**CLOSING DATE OF PROPOSAL WILL BE AT 2:00 P.M., ON MAY 23, 2014.**

**PROPOSALS WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 2:00 P.M.**

All proposal information will be available for review after contract award.

Clarification of specifications is to be directed to: **Gary E. Cornuelle**, phone (559) 600-7114,  
e-mail [gcornuelle@co.fresno.ca.us](mailto:gcornuelle@co.fresno.ca.us).

**NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR PROPOSAL NUMBER: 962-5263 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR PROPOSAL.**

➤ Attached to this Addendum are the following:

- Clarifications
- Questions and Answers
- Board Agreement A-10-426
- Board Agreement A-10-663
- Board Agreement A-10-664
- Board Agreement A-10-664 Revised Exhibit B

#### **ACKNOWLEDGMENT OF ADDENDUM NUMBER ONE (1) TO RFP 962-5263**

COMPANY NAME: \_\_\_\_\_  
(PRINT)

SIGNATURE: \_\_\_\_\_

NAME & TITLE: \_\_\_\_\_  
(PRINT)

## CLARIFICATIONS

**Page 22, Characteristics section states: “The 1,819 children in foster care (October 1, 2013 point in time data) represent 5.9% of the total child population in Fresno County and are comprised of the following racial/ethnic groups:”**

This sentence is deleted and replaced with: “The 1,819 children in foster care (October 1, 2013 point in time data) represent .66% of the total child population in Fresno County and are comprised of the following racial/ethnic groups:”

**Page 27, 2nd paragraph states: “It is the County’s intent to contract with the successful bidder for a term of one (1) year with the option to renew for up to four (4) additional one (1) year periods.”**

This sentence is deleted and replaced with: “It is the County’s intent to contract with the successful bidder for a term of three (3) years with the option to renew for up to two (2) additional one (1) year periods, based on mutual consent.”

**Page 36, number 2.d states: “Specific performance measures and outcomes associated with achieving the primary program of improved parent-child attachment and interaction; timely transition to lower levels of visitation; and increased likelihood of reunification;”**

This sentence is deleted and replaced with: “Specific performance measures and outcomes associated with achieving the primary program goals of improved parent-child attachment and interaction; timely transition to lower levels of visitation; and increased likelihood of reunification;”

## QUESTIONS AND ANSWERS

**Q1. Does each contract year begin October 1<sup>st</sup> or is the first contract “year” nine months, with a twelve month year beginning July 1<sup>st</sup>?**

*A1. The first contract year will be a 12 month year. Each contract year will run from October 1<sup>st</sup> through September 30<sup>th</sup> of the subsequent year.*

**Q2. Should programmatic goals be identified for the first year be for 12 months, through September 30<sup>th</sup>, or for nine months, through June 30<sup>th</sup>?**

*A2. Programmatic goals for the first year should be for 12 months since each year of the contract will run October 1<sup>st</sup> through September 30<sup>th</sup>.*

**Q3. Should budgets for each contract year be submitted with the RFP?**

*A3. Yes, proposals should include individual annual budgets each of the three initial years and the two optional one year renewals with each budget year running from October 1<sup>st</sup> through September 30<sup>th</sup>.*

**Q4. Do the budgets need to reflect the same cost each year, or can each year's budget differ to account for varying costs during the subsequent contract years?**

*A4. The annual budgets can differ based on the vendor's projected costs for each of the five years of the contract.*

**Q5. On page 25, "Organizational Readiness" number eight, requests how the organization will provide clinical oversight/supervision of staff. Since supervised visitation does not require clinical staff, is clinical supervision required?**

*A5. No, clinical supervision is not required. For this item vendors should identify how the organization will provide supervisory oversight of staff.*

**Q6. Page 25, "Program Design", number 4: Is the County asking the provider to make recommendations to the Department regarding whether the family has made behavioral changes to ensure the safety of the children such that the family can be transitioned to a lower level of visitation?**

*A6. The Department doesn't expect the provider to make a recommendation with respect to a change in the level of visitation, but should identify whether the family is meeting or working on goals and whether the provider has any concerns based on what they observe during visitations.*

**Q7. What is an "interpreter" and what are the expectations of their role? Are we to expect our visitation monitor to serve as interpreters?**

*A7. An "interpreter" is a person who renders a message spoken or signed in one language into a second language. It is expected that interpreters would be used as necessary to facilitate visitations. Responses should include the cost of using interpreters to provide services.*

**Q8. How does the County want us to account for icebreakers in the billing? Should icebreakers be distinguished or broken out from normal supervised visitation hours or are they to be encompassed in the hour that we bill?**

*A8. The 7,100 hours identified in the RFP does not single out hours used for icebreakers. Costs would be included in submitted budget. Use of icebreakers is specifically identified in the RFP because this is a new service that is requested. The selected vendor may need to report on number of icebreaker sessions conducted in requested reports.*

**Q9. Are icebreakers expected to be a one-time only service for a family?**

*A9. It depends on the family and their situation. The icebreaker is intended to help best provide for the child's needs and there may be circumstances where multiple "icebreakers" are appropriate.*

**Q10. Will the social worker be part of the icebreaker and/or planning the icebreaker? Do we need to request approval from or go through the Department to have a subsequent meeting between the parents and the caregivers if we think it would be beneficial for the parties?**

*A10. The social worker may not need to be part of the icebreaker or its planning, but should be by the vendor if an icebreaker is recommended.*

**Q11. Is there a breakdown of the 531 children provided service by zip code?**

*A11. No. The top four zip codes are identified in the RFP.*

**Q12. In the Cost Proposal section, Page 29, it states training costs are not allowed. Can training costs be billed for?**

*A12. Language on page 29 which states "Additional costs such as training and conferences will not be allowed" is deleted. Identified training costs should be consistent with and relevant to the services specifically provided for under the contract.*

**Q13. If we decide to use two staff in a visitation, do we need to let the Department know we are going to do that or can we just go ahead?**

*A13. Proposals should state how the vendor will propose to handle large parties/family groups and other situations that may warrant more than one staff member at a visitation. As identified in the RFP, documentation justifying use of additional staff should be provided when this occurs.*

**Q14. Does each parent need to be contacted prior to each visit the day prior to the visit?**

*A14. Yes. Additionally, the child's caregiver should also be contacted to remind them of the visit. This is the minimum requirement. If other contact efforts are considered appropriate by the vendor in order to minimize no shows, the vendor should also make those efforts.*

**Q15. Do we need to identify all holidays that will have specific activities provided for families?**

*A15. No, proposals should be more generalized as to the types of things that will be done to honor/celebrate families' holidays and milestones like children's birthdays.*

**Q16. If multiple locations for visitation are provided, do all locations need to have handicapped accessibility?**

*A16. Yes. If a location is proposed that does not have handicapped accessibility, this should be identified in the proposal.*

**Q17. The RFP states kitchen facilities are required. How do you define "kitchen" with respect to this requirement?**

*A17. The purpose of the kitchen requirement is to allow the family to participate in home-like activities such as cooking together. Vendors should identify what would allow families to do this. If there are any requirements that cannot be met, this should be identified in the proposal.*

**Q18. Is this a new service or are these services currently being provided?**

*A18. These services are currently being provided by two vendors, Comprehensive Youth Services and Quality Group Homes.*

**Q19. Are you looking for a vendor to serve all of the zip codes, or can a vendor select to serve just one or two zip codes?**

*A19. No, a vendor is not required to serve all identified zip codes. The zip codes identified in the RFP inform the vendor of the areas where the highest rates of child removals occurs. It is preferable to have services located in those areas to provide better accessibility to those families.*

**Q20. Because the number of families that can be served is based on referrals, how do we indicate the number of families that we plan to serve on a monthly or annual basis?**

*A20. Families that are referred have varying needs. Some families may meet once a week, others twice a week, or a meeting may be once a month between the child and grandparents. It will vary depending on the age of the child, the specific family's needs, and the court order.*

**Q21. Is it expected that vendors propose a tool to measure improvement in parent-child attachment and interaction or is this something that is measured by the Department?**

*A21. The Department does not have a prescribed tool to use. Vendors should describe how this outcome will be measured.*

**Q22. The RFP identifies different topical areas to cover with parents. Is there a curriculum?**

*A22. The Department does not have a specific curriculum. The vendor should identify how these areas will be covered in its proposal. If more than one vendor is selected to provide these services, the Department would expect coordination between the vendors to ensure consistency in how this part of the service is provided.*

**Q23. What is the proposed funding level for these services?**

*A23. This is not identified. Current contracts total \$280,817 annually. The services requested are an expansion of what is currently offered; it is expected costs will be greater under a new contract.*

**Q24. Can Purchasing provide a list of vendor conference attendees?**

- *Comprehensive Youth Services*
- *Quality Group Homes*
- *Generational Changes*
- *Reading and Beyond*
- *West Fresno Family Resource Center*

**AGREEMENT**

This Agreement is made and entered into this 10<sup>th</sup> day of August, 2010, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **COMPREHENSIVE YOUTH SERVICES Inc.**, a private nonprofit organization, whose address is 3795 East Shields, Avenue, Fresno, CA, 93726 hereinafter referred to as "CONTRACTOR" (collectively referred to as the "parties").

**WITNESSETH:**

WHEREAS, COUNTY; through its Department of Social Services desires to enter into an agreement whereby COUNTY may obtain Therapeutic Supervised Visitation Services, and

WHEREAS, CONTRACTOR, possesses the experience and skills to provide the services desired by COUNTY.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

**1. SERVICES**

In addition to services and responsibilities identified in the Scope of Work, attached hereto as Exhibit A, and incorporated herein by reference, CONTRACTOR shall perform all services and fulfill all responsibilities, as identified in COUNTY's Request for Proposal (RFP) No. 962-4801 dated February 26, 2010, and Addendum No. One (1), dated March 23, 2010, herein after collectively referred to as COUNTY's RFP No. 962-4801 and CONTRACTOR's response to said RFP dated March 29, 2010 all incorporated herein by reference and made part of this Agreement.

In the event of any inconsistency among these documents, the inconsistency shall be resolved by giving precedence in the following order of priority: 1) to this Agreement, including all Exhibits, attached hereto, 2) to the RFP, 3) to the Response to RFP. A copy of COUNTY's RFP No. 962-4801, and CONTRACTOR's response shall be retained and made available during the term of this Agreement by COUNTY's DCFS Contract Administration.

**2. ADMINISTRATION**

This Agreement shall be administered for COUNTY by the Department of Social Services Director, or designee.

1           **3.     TERM**

2           This Agreement shall become effective on the 1<sup>st</sup> day of July and shall terminate on the  
3 June 30, 2011.

4           This Agreement shall automatically be extended for two (2) additional twelve (12)  
5 month periods upon the same terms and conditions herein set forth, unless written notice of non-  
6 renewal is given by CONTRACTOR or COUNTY'S DSS Director, or designee, or COUNTY not  
7 later than thirty (30) days prior to the close of the current Agreement term.

8           **4.     TERMINATION**

9           A.     Non-Allocation of Funds - The terms of this Agreement, and the services to be  
10 provided thereunder, are contingent on the approval of funds by the appropriating government agency.  
11 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement  
12 terminated at any time by giving the CONTRACTOR thirty (30) days advance written notice.

13           B.     Breach of Contract - The COUNTY may immediately suspend or terminate this  
14 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 15                     1)     An illegal or improper use of funds;  
16                     2)     A failure to comply with any term of this Agreement;  
17                     3)     A substantially incorrect or incomplete report submitted to the  
18 COUNTY;  
19                     4)     Improperly performed service.

20           In no event shall any payment by the COUNTY constitute a waiver by the  
21 COUNTY of any breach of this Agreement or any default which may then exist on the part of the  
22 CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the  
23 COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the  
24 CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR under  
25 this Agreement, which in the judgment of the COUNTY were not expended in accordance with the  
26 terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand or,  
27 at the COUNTY's option; such repayment shall be deducted from future payments owing to  
28 CONTRACTOR under this Agreement.

1 C. Without Cause - Under circumstances other than those set forth above, this  
2 Agreement may be terminated by CONTRACTOR or COUNTY or COUNTY's Department of Social  
3 Services Director, or designee, upon the giving of thirty (30) days advance written notice of an  
4 intention to terminate.

5 **5. COMPENSATION**

6 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive  
7 compensation based on actual expenditures incurred by CONTRACTOR in accordance with the  
8 services provided pursuant to the terms and conditions of this Agreement and as further identified in  
9 Exhibits B, attached hereto and incorporated herein by reference. In no event shall services  
10 performed under this Agreement be in excess of One Hundred Thousand and No/100 Dollars  
11 (\$100,000.00) per year for each twelve (12) month period of this Agreement. Any compensation not  
12 consumed by valid expenditures of CONTRACTOR related to this Agreement by the expiration or  
13 termination of this Agreement shall automatically revert back to COUNTY

14 Payments by COUNTY shall be in arrears, for services provided during the previous month,  
15 within forty-five (45) days after receipt and verification of CONTRACTOR's invoices by COUNTY's  
16 Department of Social Services. If CONTRACTOR should fail to comply with any provision of this  
17 Agreement, COUNTY shall be relieved of its obligation for further compensation.

18 **6. INVOICING**

19 CONTRACTOR shall invoice COUNTY by the tenth (10<sup>th</sup>) of each month, for prior  
20 month's services, e-mailed to: [dssdministration@fresno.ca.gov](mailto:dssdministration@fresno.ca.gov). A monthly financial expenditure  
21 report and a monthly activity report shall accompany invoices.

22 The financial expenditure reports and monthly activity reports shall be in a form and in such  
23 detail as acceptable to COUNTY's Department of Social Services Director, or designee.

24 **7. INDEPENDENT CONTRACTOR**

25 In performance of the work, duties, and obligations assumed by CONTRACTOR under  
26 this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of  
27 CONTRACTOR's officers, agents, and employees will at all times be acting and performing as an  
28 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,



1 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no  
2 right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its  
3 work and function. However, COUNTY shall retain the right to administer this Agreement so as to  
4 verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions  
5 thereof. CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the  
6 rules and regulations, if any, of governmental authorities having jurisdiction over matters which are  
7 directly or indirectly the subject of this Agreement.

8           Because of its status as an independent contractor, CONTRACTOR shall have  
9 absolutely no right to employment rights and benefits available to COUNTY employees.  
10 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees  
11 all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and  
12 save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees,  
13 including compliance with Social Security, withholding, and all other regulations governing such  
14 matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing  
15 services to others unrelated to the COUNTY or to this Agreement.

16           **8.     MODIFICATION**

17           Any matters of this Agreement may be modified from time to time by the written  
18 consent of all the parties without, in any way, affecting the remainder.

19           It is acknowledged by the parties hereto that changes to line items in the budget, Exhibit  
20 B, attached hereto may be made with the written approval of COUNTY's Department of Social  
21 Services Director, or designee. Said budget line item changes shall not result in any change to the  
22 maximum compensation amount payable to CONTRACTOR under this Agreement. It is understood  
23 that all expenses incidental to CONTRACTOR's performance of services under this Agreement shall  
24 be borne by CONTRACTOR.

25           **9.     NON-ASSIGNMENT**

26           Neither party shall assign, transfer or subcontract this Agreement nor their rights or  
27 duties under this Agreement without the prior written consent of the other party.

28     ///

1           **10.    HOLD-HARMLESS**

2           CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request,  
3 defend the COUNTY, its officers, agents and employees from any and all costs and expenses,  
4 including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to  
5 COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers,  
6 agents or employees under this Agreement, and from any and all costs and expenses, including  
7 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any  
8 person, firm or corporation who may be injured or damaged by the performance, or failure to perform,  
9 of CONTRACTOR, its officers, agents or employees under this Agreement. In addition,  
10 CONTRACTOR agrees to indemnify COUNTY for Federal, State of California and/or local audit  
11 exceptions resulting from noncompliance herein on the part of the CONTRACTOR.

12           **11.    INSURANCE**

13           Without limiting COUNTY's or State's right to obtain indemnification from  
14 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force  
15 and effect the following insurance policies throughout the term of this Agreement:

16           A.    Commercial General Liability

17                   Commercial General Liability Insurance with limits of not less than One Million  
18                   Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million  
19                   Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis.  
20                   COUNTY may require specific coverage including completed operations,  
21                   product liability, contractual liability, Explosion, Collapse, and Underground  
22                   (XCU), fire legal liability or any other liability insurance deemed necessary  
23                   because of the nature of this Agreement.

24           B.    Automobile Liability

25                   Comprehensive Automobile Liability Insurance with limits for bodily injury of  
26                   not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five  
27                   Hundred Thousand Dollars (\$500,000) per accident and for property damages of  
28                   not less than Fifty Thousand Dollars (\$50,000), or such coverage with a  
                    combined single limit of Five Hundred Thousand Dollars (\$500,000). Coverage  
                    should include owned and non-owned vehicles used in connection with this  
                    Agreement.

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1           C.     Professional Liability

2                     If CONTRACTOR employs licensed professional staff (*e.g.* Ph.D., R.N.,  
3                     L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with  
4                     limits of not less than One Million Dollars (\$1,000,000) per occurrence, Three  
5                     Million Dollars (\$3,000,000) annual aggregate.

6           D.     Worker's Compensation

7                     A policy of Worker's Compensation Insurance as may be required by the  
8                     California Labor Code.

9                     CONTRACTOR shall obtain endorsements to the Commercial General Liability  
10                    insurance naming the County of Fresno, its officers, agents, and employees, individually and  
11                    collectively, as additional insured, but only insofar as the operations under this Agreement are  
12                    concerned. Such coverage for additional insured shall apply as primary insurance and any other  
13                    insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be  
14                    excess only and not contributing with insurance provided under CONTRACTOR's policies herein.  
15                    This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance  
16                    written notice given to COUNTY.

17                    Within thirty (30) days from the date CONTRACTOR signs this Agreement,  
18                    CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all of the  
19                    foregoing policies, as required herein, to the County of Fresno, Department of Social Services, Barton  
20                    Building, 3<sup>rd</sup> Floor, 4499 E. Kings Canyon Rd, Fresno, California 93702, Attention: Contracts  
21                    Section, stating that such insurance coverage's have been obtained and are in full force; that the  
22                    County of Fresno, its officers, agents and employees will not be responsible for any premiums on the  
23                    policies; that such Commercial General Liability insurance names the County of Fresno, its officers,  
24                    agents and employees, individually and collectively, as additional insured, but only insofar as the  
25                    operations under this Agreement are concerned; that such coverage for additional insured shall apply  
26                    as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers,  
27                    agents and employees, shall be excess only and not contributing with insurance provided under  
28                    CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a  
                      minimum of thirty (30) days advance, written notice given to COUNTY.

1 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as  
2 herein provided, COUNTY may, in addition to other remedies it may have, suspend or terminate this  
3 Agreement upon the occurrence of such event.

4 All policies shall be with admitted insurers licensed to do business in the State of California. Insurance  
5 purchased shall be from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

6 **12. CONFIDENTIALITY**

7 All services performed by CONTRACTOR under this Agreement shall be in strict  
8 conformance with all applicable Federal, State of California and/or local laws and regulations relating  
9 to confidentiality, including but not limited to, California Civil Code Section 56 et seq., California  
10 Welfare and Institutions Code sections 5328, 10850 and 14100.2, Health and Safety Code sections  
11 11977 and 11812,22 California Code of Regulations section 51009, and 42 Code of Federal  
12 Regulations sections 2.1 et seq. CONTRACTOR shall submit to COUNTY'S monitoring of said  
13 compliance with all State and Federal statutes and regulations regarding confidentiality.

14 CONTRACTOR shall ensure that no list of persons receiving services under this contract is published,  
15 disclosed, or used for any other purpose except for the direct administration of the program or other  
16 uses authorized by law that are not in conflict with requirements for confidentiality.

17 **13. NON-DISCRIMINATION**

18 During the performance of this Agreement CONTRACTOR shall not unlawfully  
19 discriminate against any employee or applicant for employment, or recipient of services, because of  
20 race, religion, color, national origin, ancestry, physical disability, medical condition, marital status,  
21 age or gender, pursuant to all applicable State of California and Federal statutes and regulations.

22 **14. AUDITS AND INSPECTIONS**

23 The CONTRACTOR shall at any time during business hours, and as often as the  
24 COUNTY may deem necessary, make available to the COUNTY for examination all of its records and  
25 data with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request  
26 by the COUNTY, permit the COUNTY to audit and inspect all such records and data necessary to  
27 ensure CONTRACTOR's compliance with the terms of this Agreement.

28 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00),

CONTRACTOR shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under contract (Government Code section 8546.7).

**15. NOTICES**

The persons having authority to give and receive notices under this Agreement and their addresses include the following:

COUNTY

Director, Fresno County  
Department of Social Services  
4499 E. Kings Canyon Road  
Fresno, CA 93726

CONTRACTOR

Executive Director  
Comprehensive Youth Services, Inc.  
3795 E. Shields Ave.  
Fresno California 93721

Any and all notices between the COUNTY and the CONTRACTOR provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party.

**16. GOVERNING LAW**

The parties agree that for the purposes of venue, performance under this Agreement is to be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

**17. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

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

ATTEST:

**CONTRACTOR:  
COMPREHENSIVE YOUTH SERVICES**

**COUNTY OF FRESNO**

By [Signature]

Print Name: Kevin Brasian

Title: V.P.

Chairman of the Board,  
President, any Vice President, or  
Chief Executive Officer

Date: \_\_\_\_\_

By [Signature]

Print Name: Sheryl Noel

Title: At-Large

Secretary (of Corporation), or  
any Assistant Secretary, or  
Chief Financial Officer, or  
any Assistant Treasurer

By [Signature]

Chairman, Board of Supervisors

Date: AUG 10 2010

BERNICE E. SEIDEL, Clerk  
Board of Supervisors

By [Signature]

**PLEASE SEE ADDITIONAL  
SIGNATURE PAGE ATTACHED**

Mailing Address:  
3795 East Shields  
Fresno, CA 93726  
Phone: (559) 229-3561  
Executive Director

APPROVED AS TO LEGAL FORM:  
KEVIN BRIGGS, COUNTY COUNSEL

By *A. Will for Zachary Redmond*

APPROVED AS TO ACCOUNTING FORM:  
VICKI CROW, C.P.A., AUDITOR-CONTROLLER/  
TREASURER-TAX COLLECTOR

By *Alonso*  
REVIEWED AND RECOMMENDED  
FOR APPROVAL:

By *Catherine A. Huerta*  
Catherine A. Huerta, Director  
Department of Social Services

Fund/Subclass: 0001/1000  
Organization: 56107001  
Account/Program: 7434

**SCOPE OF WORK**

**EXHIBIT A**

The County of Fresno on behalf of the Department of Social Services (DSS), hereafter referred to as the "County", is requesting proposals from qualified vendors to provide interventions which repair or prevent damage to the child parent relationships. These interventions along with supervised visitation and instruction for families make up the Therapeutic Supervised Visitations (TSV).

**BACKGROUND**

The target population is high-risk children between the ages of 0-5 years; however, the selected vendor must have the ability to serve any child who comes under the jurisdiction of the Dependency Court as on occasion the Court may order TSV for a minor over the age of five. The goal of the project is to serve 60 families with a minimum of 1,200 one-hour sessions in a 12-month period. All parents who receive TSV will be involved in Court Ordered Family Reunification or Court related services and referred by DSS.

The County has allocated an annual amount of \$100,000 for this project. No start-up costs will be funded. The successful bidder shall have sufficient capacity to meet the service requirements, including any training requirements as the result of an award. The successful bidder must demonstrate data collection and reporting capability and capacity for electronic submission of such data and reports. The County anticipates awarding the contract to one vendor with services to begin May 1, 2010.

**SERVICE OBJECTIVES**

The County of Fresno on behalf of the Department of Social Services is requesting proposals from qualified vendors to provide the following:

1. Provide a drug free facility to provide TSV Services for parents and children.
2. Provide licensed staff with thorough understanding of child development, attachment and bonding issues for children who have been victims of child neglect or abuse.
3. Provide therapeutic intervention on an as needed basis during the parent's visitation series. These interventions will include, but not be limited to addressing parenting skills, assisting parents in improving their bonding to their child, addressing attachment issues techniques, and providing for the safety of the child.
4. Provide a licensed therapist to supervise all visits. Parents utilizing the therapeutic visitation center are responsible for the care of their child during each visit. The child's substitute care providers (i.e. foster parent, relative care provider) will be encouraged to bring the child's food, formula, diapers, extra clothes and health care equipment for the visit.
5. Ensure the therapist completing the therapeutic visit will be responsible for documenting each visit and provide a monthly summary report to the Juvenile Dependency Court and all social worker's assigned to the case. The monthly report will be due the first week of the month or upon request and can be submitted via email. This documentation will include a date and time of visit, target symptoms, outcome measures and evaluate progress toward target symptoms in its monthly reports; the participants, description of the parent's interaction with their child, positive interaction and any concerns observed during each visit and how receptive the parents were to improve their skills through the therapist's intervention. This information is to remain confidential and only be provided to the Court and the social worker(s) assigned to the case.



6. Vendor to provide a summary report at three (3) months outlining overall target symptoms measure taken, therapist's observations, progress and any recommendations including further therapeutic intervention, based on needs and skills of the parent's interaction with their child. The therapist may also recommend increasing or decreasing the visitation based on individual needs of the family, consultation with the case manager and the therapist's observations. The vendor should re-evaluate TSV visits every three (3) months to determine appropriateness and continued benefit of TSV services.
7. Vendor to accommodate no less than four (4) one-hour therapeutic visits each day for a total of twenty (20) visits a week. Staffing should be flexible and designed to match the needs and ability of the parents, and their care provider. Vendor to utilize conjoint therapy for older children, and Family Reunification families should have priority for TSV. Families participate in TSV or conjoint therapy, not both. If it is determined that conjoint therapy is more appropriate, TSV should provide a transitional plan including the target symptoms to be addressed.
8. Ensure that the therapeutic supervised visits need to meet the needs of parents. This may include some evenings and weekends. Approximately two clients per week request after hour or weekend visits (approximately eight (8) hours per week).
9. In addition to the monthly summary reports, the therapist will confer with the social worker to discuss the progress, any concerns and parent child relationship.
10. Therapists will report within 24 hours to DSS administration any incidents, events, situations, or occurrences that may meet the criteria for critical incidents as defined by the DSS. Critical Incident criteria is a child's death or serious injury; any physical, emotional, or mental injury or abuse by other foster children, including sexual abuse, or by any care providers while placed in out of home care, or living with parents. Critical incidents also include any incidents or allegations of injury or abuse that are reported to the media or are likely to become high profile incidents within the region and the scope of Fresno County DSS.
11. Serve sixty (60) families with a minimum of 1200 one hour sessions in a 12-month period.

**RFP 962-5263 ADD 1**

All contracts for services will include performance measures. The following table includes performance outcomes that may be measured for each of the service components.

**PERFORMANCE OUTCOMES**

	<b>PERFORMANCE MEASURES</b>	<b>EXPECTED LEVEL OF PERFORMANCE</b>
Effective Therapeutic Interventions	1.) Number of families who successfully completed treatment in three months.  2.) Families moved to unsupervised visits.  3) Treatment plan targets specific symptoms and develops intervention goals.	1.) Twelve families will complete treatment intervention plan within three months.  2.) Ten families will move to unsupervised visits.  3.) All families will be able to articulate what their treatment goals are during discussions with social worker.
Evaluation of Services Provided	1) Families are evaluated and found appropriate to continue TSV service.  2) Number of families transitioned out of TSV.	Ten Families no longer are appropriate for TSV Services and were successfully transferred out of and transitioned to other lower level services.
Communication	1) Vendor will consult with social worker three times a month on family progress.  2) All monthly progress reports are to be provided on time to the social worker each month.	Progress reports reflect number of contacts made with social worker.  Outcome: 100% families being served.

## EXHIBITS B

<b>NAME OF ORGANIZATION:</b>		<b>Comprehensive Youth Services</b>					
<b>NAME OF PROJECT:</b>		<b>Therapeutic Supervised Visitation</b>					
July 1, 2010 through June 30, 2011							
<b>BUDGET SUMMARY</b>							
<b>Budget Categories</b>		<b>Account Number</b>				<b>Amount</b>	
<b>SALARIES &amp; BENEFITS</b>							
Personnel Salaries		0100				\$ 63,629	
Employee Benefits		0150				\$ 8,314	
Subtotal.....						\$ 71,943	
<b>SERVICES &amp; SUPPLIES</b>							
Insurance		0200				\$ 1,527	
Communications		0250				\$ 668	
Consultant Services		0300				\$ -	
Office Expense		0350				\$ 1,009	
Office Rental/Maintenance		0400				\$ 5,042	
Equipment Rental/Maintenance		0450				\$ 1,545	
Utilities		0500				\$ 2,219	
Travel (Administration)/Training		0600				\$ 100	
Food Supplies		0650				\$ -	
Contracts		0700				\$ -	
Transportation		0750				\$ -	
Program Supplies		0800				\$ 618	
Audit/Hiring Expense		065/700				\$ 683	
Other Costs-Indirect Costs		0900				\$ 14,646	
Subtotal.....						\$ 28,057	

**RFP 962-5263 ADD 1**[illegible]

**RFP 962-5263 ADD 1**

0500			Utilities					\$ 2,219	
0600			Staff Mileage					\$ 100	
			Staff Training-Registration					\$ -	
0800			Program Supplies					\$ 618	
0700			Audit/Hiring Expense					\$ 683	
0900			Other Costs-Indirect Costs					\$ 14,646	
								<b>TOTAL</b>	

**SUPERVISED VISITATION SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this 14<sup>th</sup> day of December, 2010, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and COMPREHENSIVE YOUTH SERVICE OF FRESNO, INC., a private non-profit corporation, whose address is 3795 E. SHIELD AVENUE, FRESNO CA, 93726 hereinafter referred to as "CONTRACTOR."

**WITNESSETH:**

WHEREAS, COUNTY, through its Department of Social Services (DSS) desires to enter into an agreement whereby COUNTY may obtain Supervised Visitation Services, and

WHEREAS, CONTRACTOR, possesses the experience and skills to provide the services desired by COUNTY's Department of Social Services.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

**1. SERVICES**

A. CONTRACTOR shall perform all services and fulfill all responsibilities set forth in Exhibit A, Summary of Services, attached hereto and by this reference incorporated herein. CONTRACTOR's performance shall be in accordance with the COUNTY'S Request for Proposal (RFP) No. 952-4872 dated September 27, 2010, and Addendum No. one (1), dated October 18, 2010, and Addendum No. two (2), dated October 26, 2010, hereinafter collectively referred to as COUNTY'S RFP 952-4872, and CONTRACTOR's Response to RFP, dated November 3, 2010.

B. In the event of any inconsistency among the documents described in Paragraphs 1.A herein above, the inconsistency shall be resolved by giving precedence in the following order of priority: 1) to this Agreement, including all Exhibits attached hereto; 2) COUNTY's RFP 952-4872; and 3) CONTRACTOR's Response to RFP. A copy of COUNTY's RFP No.952-4872, and CONTRACTOR's Response to RFP, shall be retained and made available during the term of this Agreement by COUNTY's Department of Social Services.

C. COUNTY shall be held responsible for services as set forth in Exhibit A, Summary of Services, under the heading, "COUNTY's RESPONSIBILITIES."

D. CONTRACTOR shall participate in monthly, or as needed, workgroup meetings consisting of staff from COUNTY's DSS Staff to discuss requirements, data reporting, training, policies and procedures, overall program operations and any problems or foreseeable problems that may arise.

E. In the event of the termination or expiration of this Agreement in accordance to Section Three (3) of this Agreement, CONTRACTOR shall provide transitional services to clients currently receiving services, working with COUNTY staff and / or COUNTY's contracted vendor(s). Transitional duties shall include, but is not limited to the transfer of client records and shall not exceed a maximum of thirty (30) days. This section of the Agreement shall survive thirty (30) days from the expiration or written termination date of this Agreement.

**2. TERM**

This Agreement shall become effective on the 1<sup>st</sup> day of January, 2011 and shall terminate on the 30<sup>th</sup> day of June 30, 2012.

This Agreement shall automatically be extended for two (2) additional twelve (12) month periods under the same terms and conditions herein set forth, unless written notice of non-renewal is given by CONTRACTOR or COUNTY or COUNTY's DSS Director, designee, or COUNTY not (30) days prior to the close of the current Agreement term.

**3. TERMINATION**

A. Non-Allocation of Funds - The terms of this Agreement, and the services to be provided thereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated by COUNTY at any time by giving CONTRACTOR thirty (30) days advance written notice.

B. Breach of Contract - COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of COUNTY there is:

- 1) An illegal or improper use of funds;

- 2) A failure to comply with any term of this Agreement;
- 3) A substantially incorrect or incomplete report submitted to COUNTY;
- 4) Improperly performed service.

In no event shall any payment by COUNTY constitute a waiver by COUNTY of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand of CONTRACTOR the repayment to COUNTY of any funds disbursed to CONTRACTOR under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. CONTRACTOR shall promptly refund any such funds upon demand or, at the COUNTY's option, such repayment shall be deducted from future payments owing to CONTRACTOR under this Agreement.

C. Without Cause - Under circumstances other than those set forth above, this Agreement may be terminated by CONTRACTOR or COUNTY or COUNTY's DSS Director upon the giving of thirty (30) days advance written notice to CONTRACTOR of the intention to terminate the Agreement.

#### **4. COMPENSATION**

For actual services provided as identified in the terms and conditions of this Agreement and Exhibit A, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation as identified in Exhibit B, Specification of Deliverables, attached hereto and by reference incorporated herein. Payment shall be made upon certification or other proof satisfactory to COUNTY's DSS, that services have actually been performed by CONTRACTOR as specified in this Agreement. In no event shall compensation for services performed under this Agreement be in excess of Two Hundred Ninety Thousand One Hundred Thirty One and No/100 Dollars (\$290,131) for the period January 1, 2011 through June 30, 2012. In no event shall compensation for services performed under this Agreement be in excess of One Hundred Ninety-Three Thousand Four Hundred Twenty One and No/100 Dollars (\$193,420) for the period July 1, 2012 through June 30, 2013. In no event shall compensation for services performed under this Agreement be in excess of One Hundred Ninety-Three Thousand Four Hundred Twenty One and No/100 Dollars (\$193,420) for the period July 1,



2013 through June 30, 2014. It is understood that all expenses incidental to CONTRACTOR's performance of services under this Agreement shall be borne by CONTRACTOR.

Payments by COUNTY shall be in arrears, for services provided during the preceding month, within forty-five (45) days after receipt, verification and approval of CONTRACTOR's invoices by COUNTY's DSS. If CONTRACTOR should fail to comply with any provision of this Agreement, COUNTY shall be relieved of its obligation for further compensation. All final claims and/or any final budget modification requests shall be submitted by CONTRACTOR within sixty (60) days following the final month of service for which payment is claimed. No action shall be taken by COUNTY on claims submitted beyond the sixty (60) day closeout period. Any compensation which is not expended by CONTRACTOR pursuant to the terms and conditions of this Agreement shall automatically revert to COUNTY.

The services provided by the CONTRACTOR under this Agreement are funded in whole or in part by the State of California. In the event that funding for these services is delayed by the State Controller, County may defer payment to CONTRACTOR. The amount of the deferred payment shall not exceed the amount of funding delayed by the State Controller to the COUNTY. The period of time of the deferral by COUNTY shall not exceed the period of time of the State Controller's delay of payment to COUNTY plus forty-five (45) days.

**5. INVOICING**

CONTRACTOR shall invoice COUNTY in arrears by the tenth (10<sup>th</sup>) of each month for actual expenses incurred and services rendered in the previous month to:

DSSInvoices@co.fresno.ca.us. The monthly financial expenditure and activity reports shall accompany the invoice, reflecting services supported by the invoiced expenditures and be in a form and in such detail as acceptable to COUNTY's DSS. Invoices shall include all corresponding documentation submitted and identified by service unit, as identified in Exhibit B. Supporting documentation shall include but is not limited to receipts; timesheets, timecards and other documentation of costs. No reimbursement for services shall be made until invoices, reports and outcomes are received and reviewed by COUNTY's DSS.

At the discretion of COUNTY's DSS Director or designee, if an invoice is incorrect or is otherwise not in proper form or substance, COUNTY's DSS Director or designee shall have the right to withhold payment as to only that portion of the invoice that is incorrect or improper after five (5) days prior notice to CONTRACTOR. CONTRACTOR agrees to continue to provide services for a period of ninety (90) days after notification of an incorrect or improper invoice. If after the ninety (90) day period, the invoice(s) is still not corrected to COUNTY's DSS satisfaction, COUNTY's DSS Director or designee may elect to terminate this Agreement, pursuant to the termination provisions stated in Paragraph Three (3) of this Agreement. In addition, for invoices received ninety (90) days after the expiration of each term of this Agreement or termination of this Agreement, at the discretion of COUNTY's DSS Director or designee, COUNTY's DSS shall have the right to deny payment of any additional invoices received.

**6. INDEPENDENT CONTRACTOR**

In performance of the work, duties, and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of CONTRACTOR's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof. CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters which are directly or indirectly the subject of this Agreement.

Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees,

including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to COUNTY or to this Agreement.

**7. MODIFICATION**

A. Any matters of this Agreement may be modified from time to time by the written consent of all the parties without, in any way, affecting the remainder.

B. Notwithstanding the above, changes to line items in the budget, attached hereto as Exhibit B, shall not exceed 10% of the total maximum compensation for any term (January 1, 2011 to June 30, 2012; July 1, 2012 to June 30, 2013; and July 1, 2013 to June 30, 2014) may be made with the written approval of COUNTY's DSS Director or designee and CONTRACTOR. Budget line item changes shall not result in any change to the maximum compensation amount payable to CONTRACTOR, as stated herein.

C. CONTRACTOR hereby agrees that changes to the compensation under this Agreement may be necessitated by a reduction in funding from State and/or Federal sources. The COUNTY's DSS Director or designee may reduce the maximum compensation consistent with reductions in State and Federal funding availability. CONTRACTOR further understand that this Agreement is subject to any restrictions, limitations, or enactments of all legislative bodies which affect the provisions, term or funding of this Agreement in any manner.

**8. NON-ASSIGNMENT**

Neither party shall assign or transfer this Agreement nor their rights or duties under this Agreement without the prior written consent of the other party.

**9. HOLD-HARMLESS**

CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request, defend COUNTY, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to

any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under this Agreement.

CONTRACTOR agrees to indemnify, save

**10. INSURANCE**

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies throughout the term of this Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis.

B. Social Service Liability

CONTRACTOR shall provide insurance policies for corporal punishment liability, sexual abuse and molestation liability and child abduction liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis.

C. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000.00) per person, One Million Dollars (\$1,000,000.00) per accident and for property damages of not less than One Hundred Thousand Dollars (\$100,000.00), or such coverage with a combined single limit of One Million Dollars (\$1,000,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

D. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., L.M.F.T.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

If this coverage is issued on a "claims made" basis, CONTRACTOR agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

E. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

Within thirty (30) days from the date CONTRACTOR executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, DSS 1<sup>st</sup> Floor Crocker Building, Stop 109, 2135 Fresno Street, Fresno, CA 93721, Attention: DSS Staff Analyst, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of

California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

**11. SUBCONTRACTS**

CONTRACTOR shall obtain written approval from COUNTY or COUNTY's DSS Director, or designee before subcontracting any of the services delivered under this Agreement. Any transferee, assignee or subcontractor will be subject to all applicable provisions of this Agreement, and all applicable State and Federal regulations. CONTRACTOR shall be held primarily responsible by COUNTY for the performance of any transferee, assignee or subcontractor unless otherwise expressly agreed to in writing by COUNTY. The use of subcontractors by CONTRACTOR shall not entitle CONTRACTOR to any additional compensation than is provided for under this Agreement.

**12. CONFLICT OF INTEREST**

No officer, agent, or employee of the COUNTY who exercises any function or responsibility for planning and carrying out the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. No officer, agent, or employee of the COUNTY who exercises any function or responsibility for planning and carrying out the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. In addition, no employee of the COUNTY shall be employed by CONTRACTOR to fulfill any contractual obligations with COUNTY. The CONTRACTOR shall also comply with all Federal, State of California, and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, agent, or employee of the COUNTY.

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**13. NON-DISCRIMINATION**

CONTRACTOR hereby agrees that in the performance of this Agreement, it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance. Contractor agrees that it will immediately take any measures necessary to effectuate the terms of this Non-Discrimination agreement.

CONTRACTOR gives the above agreement in consideration of and for the purpose of obtaining any and all federal and state assistance. CONTRACTOR hereby agrees that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized COUNTY, CDSS and/or federal government personnel, during normal working hours, to

review such records, books and accounts as needed to ascertain compliance. If there are any violations of this Non-Discrimination section, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this section. Furthermore, if an allegation of discrimination occurs, COUNTY may withhold all further funds, until CONTRACTOR can show clear and convincing evidence to the satisfaction of COUNTY that funds provided under this Agreement were not used in connection with the alleged discrimination.

A. Eligibility for Services

CONTRACTOR shall prepare and make available to COUNTY and to the public all eligibility requirements to participate in the program plan set forth in Exhibit A.

B. Employment Opportunity

CONTRACTOR shall comply with the COUNTY policy, and the Equal Employment Opportunity Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age or handicapped status in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities and other terms and conditions of employment.

C. Nepotism

Except by consent of the COUNTY'S Department of Social Services Director, or designee, no person shall be employed by CONTRACTOR who is related by blood or marriage to, or who is a member of the Board of Directors or an officer of CONTRACTOR.

D. The requirements stated above are binding on CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

**14. RECRUITMENT OF EMPLOYEES AND SERVICE TO CLIENTS**

CONTRACTOR shall ensure that its employment recruitment efforts, including administrative and professional staff positions, are carried out so as to adequately reflect the cultural and ethnic diversity of the population of Fresno County. CONTRACTOR shall use its best efforts to



serve all cultural and ethnic groups residing in Fresno County. CONTRACTOR's employment efforts will be monitored by COUNTY at periodic intervals.

**15. LIMITED ENGLISH PROFICIENCY**

CONTRACTOR shall provide interpreting and translation services to persons participating in CONTRACTOR's services who have limited or no English language proficiency, including services to persons who are deaf or blind. Interpreter and translation services shall be provided as necessary to allow such participants meaningful access to the programs, services and benefits provided by CONTRACTOR. Interpreter and translation services, including translation of CONTRACTOR's "vital documents" (those documents that contain information that is critical for accessing CONTRACTOR's services or are required by law) shall be provided to participants at no cost to the participant. CONTRACTOR shall ensure that any employees, agents, subcontractors, or partners who interpret or translate for a program participant, or who directly communicate with a program participant in a language other than English, demonstrate proficiency in the participant's language and can effectively communicate any specialized terms and concepts peculiar to CONTRACTOR's services.

**16. CONFIDENTIALITY**

All services performed by CONTRACTOR under this Agreement shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality including, but not limited to, California Welfare and Institutions Code sections 10850.

**17. DATA SECURITY**

For the purpose of preventing the potential loss, misappropriation or inadvertent disclosure of COUNTY data including sensitive or personal client information; abuse of County resources; and/or disruption to County operations, individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services under this Agreement must employ adequate data security measures to protect the confidential information provided to the CONTRACTOR by the COUNTY, including but not limited to the following:

A. Contractor-Owned Mobile/Wireless/Handheld Devices may not be connected to

County networks via personally owned mobile, wireless or handheld devices, except when authorized by COUNTY for telecommuting and then only if virus protection software currency agreements are in place, and if a secure connection is used.

B. Contractor-Owned Computers or Computer Peripherals may not brought into the COUNTY for use without prior authorization from the COUNTY's Chief Information Officer and/or designee(s), including and not limited to mobile storage devices. Data must be stored on a secure server approved by the COUNTY and transferred by means of a VPN (Virtual Private Network) connection, or another type of secure connection of this type if any data is approved to be transferred.

C. County-Owned Computer Equipment – CONTRACTOR or anyone having an employment relationship with the COUNTY may not use COUNTY computers or computer peripherals on non-COUNTY premises without prior authorization from the COUNTY's Chief Information Officer and/or designee(s).

D. CONTRACTOR may not store COUNTY's private, confidential or sensitive data on any hard-disk drive.

E. CONTRACTOR is responsible to employ strict controls to insure the integrity and security of the COUNTY's confidential information and to prevent unauthorized access to data maintained in computer files, program documentation, data processing systems, data files and data processing equipment which stores or processes COUNTY data internally and externally.

F. Confidential client information transmitted to one party by the other by means of electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

G. CONTRACTOR is responsible to immediately notify COUNTY of any breaches or potential breaches of security related to COUNTY's confidential information, data maintained in computer files, program documentation, data processing systems, data files and data processing equipment which stores or processes COUNTY data internally or externally.

H. In the event of a breach of security related to COUNTY's confidential client information provided to CONTRACTOR, COUNTY will manage the response to the incident, however, CONTRACTOR will be responsible to issue any notification to affected individuals as

required by law or as deemed necessary by COUNTY in its sole discretion. CONTRACTOR will be responsible for all costs incurred as a result of providing the required notification.

**18. CLEAN AIR AND WATER**

In the event the funding under this Agreement exceeds One Hundred Thousand and No/100 Dollars (\$100,000), CONTRACTOR shall comply with all applicable standards, orders or requirements issued under the Clean Air Act contained in 42 U.S. Code 7601 *et seq*; the Clean Water Act contained in 33 U.S. Code 1368 *et seq.*; and any standards, laws and regulations, promulgated thereunder. Under these laws and regulations, CONTRACTOR shall assure:

A. No facility shall be utilized in the performance of the Agreement that has been listed on the Environmental Protection Agency (EPA) list of Violating Facilities;

B. COUNTY shall be notified prior to execution of this Agreement of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA indicating that a facility to be utilized in the performance of this Agreement is under consideration to be listed on the EPA list of Violating Facilities;

C. COUNTY and U.S. EPA shall be notified about any known violation of the above laws and regulations; and

D. This assurance shall be included in every nonexempt subgrant, contract, or subcontract.

**19. DRUG-FREE WORKPLACE REQUIREMENTS**

For purposes of this Paragraph, CONTRACTOR will be referred to as the "grantee". By drawing funds against this grant award, the grantee is providing the certification that is required by regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. These regulations require certification by grantees that they will maintain a drug-free workplace. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. CONTRACTOR shall also comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code section 8350 *et seq.*)

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**20. DEBARMENT-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVEREDTRANSACTIONS**

A. COUNTY and CONTRACTOR recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this Paragraph, CONTRACTOR will be referred to as the "prospective recipient".

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

1) The prospective recipient of Federal assistance funds certified by entering into 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.

2) The prospective recipient of funds agrees by entering into 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 unauthorized by the Federal department or agency with which this transaction originated.

3) 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.

4) The prospective recipient shall provide immediate written notice to COUNTY if at any time prospective recipient learns that its certification in Paragraph Twenty (20) of this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances.

5) The prospective recipient further agrees that by entering into this Agreement, it will include a clause identical to Paragraph Twenty (20) 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 transaction.

6) This assurance shall be included in every nonexempt subgrant, contract, or subcontract.

7) The certification in Paragraph Twenty (20) of this Agreement is a material representation of fact upon which COUNTY relied in entering into this Agreement.

**21. ACKNOWLEDGEMENT**

CONTRACTOR shall acknowledge in all public relations activities, materials and publications that COUNTY is the funding source for services to be provided through this Agreement.

**22. POLITICAL ACTIVITY**

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office.

**23. LOBBYING ACTIVITY**

None of the funds, materials, property or services provided under this Agreement shall be used for publicity, lobbying or propaganda purposes designed to support or defeat legislation pending in the Congress of the United States of America or the Legislature of the State of California.

**24. STATE ENERGY CONSERVATION**

CONTRACTOR must comply with the mandatory standard and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with 42 United States (US) Code sections 6321, *et. seq.*

**25. FRATERNIZATION**

CONTRACTOR shall establish procedures addressing fraternization between CONTRACTOR’s staff and clients. Such procedures will include provisions for informing CONTRACTOR’s staff and clients regarding fraternization guidelines.

**26. INTERPRETATION OF LAWS AND REGULATIONS**

COUNTY reserves the right to make final interpretations or clarifications on issues relating to Federal and State laws and regulations, to ensure compliance.

**27. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

COUNTY, its officers, consultants, subcontractors, agents and employees shall comply with all applicable State, Federal and local laws and regulations governing projects that utilize Federal Funds.

**28. RECORDS**

**A. Record Establishment and Maintenance**

CONTRACTOR shall establish and maintain records in accordance with those requirements prescribed by COUNTY, with respect to all matters covered by this Agreement. CONTRACTOR shall retain all fiscal books, account records and client files for services performed under this Agreement for at least three (3) years from date of final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later.

**B. Cost Documentation**

1) CONTRACTOR shall submit to COUNTY within tenth (10) calendar days following the end of each month, all fiscal and program reports for that month. CONTRACTOR shall also furnish to COUNTY such statements, records, data and information as COUNTY may request pertaining to matters covered by this Agreement. In the event that CONTRACTOR fails to provide reports as provided herein, it shall be deemed sufficient cause for COUNTY to withhold payments until compliance is established.

2) All costs shall be supported by properly executed payrolls, time records, invoices, vouchers, orders, or any other accounting documents pertaining in whole or in part to this Agreement and they shall be clearly identified and readily accessible. The support documentation must indicate the line budget account number to which the cost is charged.

3) COUNTY shall notify CONTRACTOR in writing within thirty (30) days of any potential State or Federal audit exception discovered during an examination. Where findings indicate that program requirements are not being met and State or Federal participation in this program may be imperiled in the event that corrections are not accomplished by CONTRACTOR within thirty (30) days of receipt of such notice from COUNTY, written notification thereof shall constitute COUNTY's intent to terminate this Agreement.

C. Service Documentation

CONTRACTOR agrees to maintain records to verify services under this Agreement including names and addresses of clients served, the date of service and a description of services provided on each occasion. These records and any other document pertaining in whole or in part to this Agreement, shall be clearly identified and readily accessible.

D. Use of Data

CONTRACTOR shall grant to COUNTY and the United States Department Health and Human Services the royalty-free, nonexclusive and irrevocable license throughout the world to publish, translate, reproduce, deliver, perform, dispose of, duplicate, use, disclose in any manner and for any purpose whatsoever and to authorize others to do so, all subject data now or hereafter covered by copyright. However, with respect to subject data not originated in the performance of this Agreement, such license shall be only to the extent that CONTRACTOR has the right to grant such license without becoming liable to pay any compensation to others because of such grant. CONTRACTOR shall exert all reasonable effort to advise COUNTY at time of delivery of subject data furnished under this Agreement, of all possible invasions of the right of privacy therein contained, and of all portions of such subject data copied from work not composed or produced in the performance of this Agreement and not licensed under this provision.

As used in this clause, the term "Subject Data" means writing, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files and data processing of computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration.

CONTRACTOR shall report to COUNTY promptly and in written detail, each notice of claim of copyright infringement received by CONTRACTOR with respect to all subject data delivered under this Agreement. CONTRACTOR shall not affix any restrictive markings upon any data. If markings are affixed, COUNTY shall have the right at any time to modify, remove, obliterate or ignore such markings.

COUNTY shall have access to any report, preliminary findings or data assembled by CONTRACTOR under this Agreement. In addition, CONTRACTOR must receive written permission from COUNTY prior to publication of any materials developed under this Agreement and file with COUNTY a copy of all educational and training materials, curricula, audio/visual aids, printed material and periodicals, assembled pursuant to this Agreement prior to publication.

## **29. REPORTS**

CONTRACTOR shall submit to COUNTY's DSS such statements, records, reports, data, and other information as the COUNTY may request pertaining to matters covered by this Agreement. CONTRACTOR's activity report shall be submitted with invoices, further described in Section Five (5) of this Agreement. In the event that the CONTRACTOR fails to provide such reports or other information required hereunder, it shall be deemed sufficient cause for the COUNTY to withhold monthly payments until there is compliance. In addition, the CONTRACTOR shall provide written notification and explanation to the COUNTY within fifteen (15) days of any funds received from another source to conduct the same services covered by this Agreement.

## **30. SINGLE AUDIT CLAUSE**

As a subrecipient of Federal financial assistance, CONTRACTOR, agrees to provide a copy of its audit report, performed in accordance with the requirements of the Single Audit Act of 1984 (31 USC section 7502) and subject to the terms of Office of Management and Budget (OMB) Circulars (A-110, A-122 and A-133), to the County of Fresno. Such audit shall be delivered to COUNTY's Department of Social Services, for review not later than nine (9) months after the close of the subrecipient's fiscal year in which the funds supplied through this Agreement are expended and/or received for this program. The audit must include a statement of findings or a statement that there were no findings. If there were negative findings, CONTRACTOR must include a corrective action plan signed by an authorized individual. Failure to comply with this Act may result in COUNTY performing the necessary audit tasks, or, at COUNTY's option, contracting with a qualified accountant to perform this audit. All audit costs related to this Agreement are the sole responsibility of CONTRACTOR who agrees to take corrective action to eliminate any material noncompliance or



weakness found as a result of such audit. Audit work performed by COUNTY under this paragraph shall be billed at COUNTY cost as determined by COUNTY's Auditor-Controller/Treasurer-Tax Collector.

**31. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

To the extent necessary to prevent disallowance of reimbursement under section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. § 1395x(v)(1)(I)), until the expiration of four (4) years after the furnishing of services under this Agreement, CONTRACTOR shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of these services provided by CONTRACTOR under this Agreement. CONTRACTOR further agrees that in the event CONTRACTOR carries out any of its duties under this Agreement through a subcontract, with a value or cost of Ten Thousand and No/100 Dollars (\$10,000.00) or more over a twelve (12) month period, with a related organization, such Agreement shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organizations shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records of such organization as are necessary to verify the nature and extent of such costs.

**32. CHILD ABUSE REPORTING**

CONTRACTOR shall utilize a procedure acceptable to COUNTY to ensure that all of CONTRACTOR's employees, volunteers, consultants, subcontractors or agents performing services under this Agreement shall report all known or suspected child abuse or neglect to one or more of the agencies set forth in Penal Code Section 11165.9. This procedure shall include having all of CONTRACTOR's employees, volunteers, consultants, subcontractors or agents performing services under this Agreement sign a statement that he or she knows of and will comply with the reporting

requirements set forth in Penal Code Section 11166. The statement to be utilized by CONTRACTOR is set forth in Exhibit C, attached hereto and by this reference incorporated herein.

**33. CHARITABLE CHOICE**

CONTRACTOR may not discriminate in its program delivery against a client or potential client on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. Any specifically religious activity or service made available to individuals by the CONTRACTOR must be voluntary as well as separate in time and location from County funded activities and services. CONTRACTOR shall inform County as to whether it is faith-based. If CONTRACTOR identifies as faith-based it must submit to DSS a copy of its policy on referring individuals to alternate treatment CONTRACTOR, and include a copy of this policy in its client admission forms. The policy must inform individuals that they may be referred to an alternative provider if they object to the religious nature of the program, and include a notice to DSS. Adherence to this policy will be monitored during annual site reviews, and a review of client files. If CONTRACTOR identifies as faith-based, by July 1 of each year CONTRACTOR will be required to report to DSS the number of individuals who requested referrals to alternate providers based on religious objection.

**34. PERSONNEL DISCLOSURE**

CONTRACTOR shall make available to COUNTY a current list of all personnel providing services hereunder. Changes to this list will be immediately provided to COUNTY in writing. The list shall provide the following information:

- A. All full or part-time staff positions by title whose direct services are required to provide the programs described herein;
- B. A brief description of the functions of each such position and hours each person in such position works each week or, for part-time positions, each day or month, as appropriate;
- C. The education and experience levels required for each position; and
- D. The names of persons filling the identified positions.

**35. PROHIBITION ON PUBLICITY**

None of the funds, materials, property or services provided directly or indirectly under

this Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-promotion.

Notwithstanding the above, publicity of the services described in Paragraph One (1) of this Agreement shall be allowed as necessary to raise public awareness about the availability of such specific services when approved in advance by the Director or designee and at a cost as provided in Exhibit B for such items as written/printed materials, the use of media (i.e., radio, television, newspapers) and any other related expense(s).

**36. AUDITS AND INSPECTIONS**

CONTRACTOR shall at any time during business hours, and as often as COUNTY may deem necessary, make available to COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. CONTRACTOR shall, upon request by COUNTY, permit COUNTY to audit and inspect all such records and data necessary to ensure CONTRACTOR's compliance with the terms of this Agreement.

If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under contract (Government Code section 8546.7).

Notwithstanding the term provisions stated in Paragraph Three (3) of this Agreement, it is acknowledged by the parties hereto that this Agreement shall continue in full force and effect until all audit procedures and requirements as stated in this Agreement have been completed to the review and satisfaction of the COUNTY. CONTRACTOR shall bear all costs in connection with or resulting from any audit and/or inspections including but not limited to: actual costs incurred and the payment of any expenditures disallowed by either the COUNTY, State or Federal governmental entities, including any assessed interest and penalties.

**37. NOTICES**

The persons having authority to give and receive notices under this Agreement and their addresses include the following:

COUNTY  
Catherine A. Huerta, Director  
Department of Social Services  
2135 Fresno Street

CONTRACTOR  
Jacqueline Smith Garcia, Executive Director  
Comprehensive Youth Services  
3795 E. Shields Avenue

Crocker Building, First Floor      Fresno, CA 93723  
Fresno, CA 93721

**38.    CHANGE OF LEADERSHIP / MANAGEMENT**

Any and all notices between COUNTY and CONTRACTOR provided for or permitted under this Agreement or by law, shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party.

In the event of any change in the status of CONTRACTOR'S leadership or management, CONTRACTOR shall provide written notice to COUNTY within thirty (30) days from the date of change. Such notification shall include any new leader or manager's name, address and qualifications. "Leadership or management" shall include any employee, member, or owner of CONTRACTOR who either a) directs individuals providing services pursuant to this Agreement, b) exercises control over the manner in which services are provided, or c) has authority over CONTRACTOR's finances.

**39.    GOVERNING LAW**

The parties agree, that for the purposes of venue, performance under this Agreement is to be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

**40.    ENTIRE AGREEMENT**

This Agreement, including all exhibits, constitutes the entire agreement between CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless expressly included in this Agreement.

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

ATTEST:

**CONTRACTOR:**  
**COMPREHENSIVE YOUTH SERVICES, INC.**

**COUNTY OF FRESNO**

By [Signature]

By [Signature]

Print Name: Kevin Brosnan

Chairman, Board of Supervisors

Title: V.P.

Chairman of the Board, or  
President, or any Vice President

Date: 11/19/10

**BERNICE E. SEIDEL, Clerk**  
Board of Supervisors

By [Signature]

By [Signature]

Print Name: Sylvia Kim

Title: Treasurer

Secretary (of Corporation), or  
any Assistant Secretary, or  
Chief Financial Officer, or  
any Assistant Treasurer

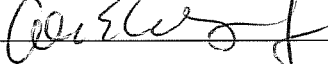
**PLEASE SEE ADDITIONAL  
SIGNATURE PAGE ATTACHED**

Mailing Address:  
3795 E. Shields Avenue  
Fresno California 93726

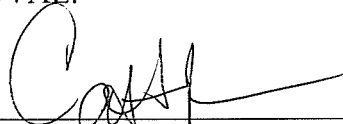
APPROVED AS TO LEGAL FORM:  
KEVIN BRIGGS, COUNTY COUNSEL

By \_\_\_\_\_

APPROVED AS TO ACCOUNTING FORM:  
VICKI CROW, C.P.A., AUDITOR-CONTROLLER/  
TREASURER-TAX COLLECTOR

By \_\_\_\_\_

REVIEWED AND RECOMMENDED FOR  
APPROVAL:

By \_\_\_\_\_  
Catherine A. Huerta, Director  
Department of Social Services

Fund/Subclass: 0001/10000  
Organization: 56107001  
Account/Program: 7295

**SUMMARY OF SERVICES**

**ORGANIZATION:** Comprehensive Youth Services Inc.

**SERVICES:** Supervised Visitation Services

**ADDRESS:** 3795 E. Shields Avenue, Fresno CA  
93726

**TELEPHONE:** (559) 229-3561

**EXECUTIVE DIRECTOR:** Jacqueline Smith Garcia

**CONTRACT PERIODS:** January 1, 2011 through June 2012  
July 1, 2012 through June 30 2013  
July 1, 2013 through June 30, 2014

**SCHEDULE OF SERVICES:**

The term of this Agreement will be for 18 months with two twelve month extensions.

**TARGET POPULATION:**

Comprehensive Youth Services (CYS) will serve any child who is referred by the Department of Social Services (DSS) for Supervised Visitation Services (SVS). The children/youth involved with Child Welfare Services come under the jurisdiction of the Juvenile Dependency Court. All parents who receive Supervised Visitation Services will be involved in Court Ordered Family Reunification or Court related services and referred by the Department of Social Services, Child Welfare Services Division.

**PROJECT DESCRIPTION:**

CYS will be flexible, based on family needs, available Monday through Saturday and holidays, from 8:00 am to 8:00 pm, and from 10:00 am to 5:00 pm on Sunday. Services offered will be safe, supportive, consistent, culturally appropriate and cost effective, and will ensure accessibility to families residing in the targeted zip code areas of 93706, 93727 and 93702. The goal of services will be to promote reunification, while supporting the attachment process and enhancing the children's sense of well-being and self-esteem. Visits will help parents practice parenting and reinforce the purpose of their individual case plan. Parenting classes will also be offered to all participating parents at no cost to the client.

**CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES:**

1. Visitation Frequency: CYs will work closely with the Department of Social Services (DSS) Visitation Coordinator and /or social worker to determine the optimum location for supervised visits for each individual child and family, the interventions that are most appropriate for each family, and the frequency of visitation. Supervised visits will run 60 minutes or fractions thereof, as determined by DSS. Provide adequate supervised visitations between children and family per stipulations of the RFP (952-4872) striving to facilitate each visit for at least one hour.
2. CYs will serve all children and families referred by DSS for visitation services. Targeted families will include those living in the target location areas of 93706, 93727 and 93702.
3. Addresses where services are to be provided include:
  - o Santa Ana House at 3654 East Santa Ana, Fresno, CA 93726 and
  - o CYs Supervised Visitation Center at 3795 East Shields Ave., Fresno, CA, 93726 and
  - o CYs West Fresno Supervised Visitation Center at 243 Fresno Street, Fresno, CA 93706 and
  - o John Walsh Elementary School at 6350 East Lane, Fresno, CA, 93727
4. CYs offers high quality, professional visitation services at a minimum of two (2), but potentially four (4) homes like, family friendly locations in Fresno to provide a total of seven (7) visitation rooms to increase flexibility.
5. CYs will provide the following as stating in the RFP (952-4872):

**Facility Requirements and Preferences**

All facilities where services are provided are required to have:

- Visitation rooms no smaller than 10' x 10' in size
- Kitchen and dining facilities
- Adequate parking
- Handicapped accessibility
- Diapers & wipes
- Protective gloves & masks
- Toys for a variety of age groups
- Digital camera available to take pictures of children and family
- Provide regular janitorial service (State the frequency of service)
- Regular cleaning of toys (State the frequency and method of cleaning)



County prefers these additional amenities:

- Child size furniture
- Playground/outside fenced play area
- Videotape surveillance capability

### Court Standards

The Court generally orders Supervised Visitation Services. Supervised Visitation Service providers and all documentation are subject to subpoena at any time. Additionally, the Department reserves the right to visit the facility to observe visits and to review any and all records pertaining to Supervised Visitation Services at any time (with or without notice). The Rules of Court Standard are to be followed and adhered to by all selected vendor of services (<http://www.courtinfo.ca.gov/rules/>.)

### Maintenance and Disclosure of Records

Professional providers will keep a record of the visits for each case; these records will be emailed to the DSS visitation in-box (to be provided) within three (3) days of the Visitation Service. The required report is attached and titled DSS Visitation Narrative Form. Any critical incident report will be provided no later than 24-hours following the incident. The email address is (to be provided). Within each Supervised Visitation Report the vendor will include:

- A written record of each contact and visit, including the date, time, and duration of the contact or visit
- Who attended the visit
- The professional provider who conducted the visit
- A summary of activities during the visit
- Actions taken by the provider, including any interruptions, terminations of a visit, and reasons for these actions
- An account of critical incidents, including physical or verbal altercations and threats
- Violations of protective or court visitation orders
- Any failure to comply with the terms and conditions of the visitation and
- Any incidence of abuse as required by law

Case recordings and supervised visitation reports will be limited to facts, observations, and direct statements made by the parties, not personal conclusions, suggestions, or opinions of the provider. All contacts by the provider in person, in writing, or by telephone with any party (County, Contractor or Family member), the children, the court, attorneys, mental health professionals, and referring agencies should be documented in the case file. All entries should be dated and signed by the person recording the entry.

If ordered by the Court, requested by the County under this bid, or requested by either party or the attorney for either party or the attorney for the child, a report about the supervised visit will be produced. These reports should include facts, observations, and direct statements and not opinions or recommendations regarding future visitation unless ordered by the Court.

Any identifying information about the parties and the child, including addresses, telephone numbers, places of employment, and schools, is confidential, should not be disclosed, and should be deleted from documents before releasing them to any Court, attorney, attorney for the child, party, mediator, evaluator, mental health professional, non-county social worker, except as required in reporting suspected child abuse.

### Confidentiality

Communications between parties and providers of Supervised Visitation Services are not protected by any privilege of confidentiality. Professional and therapeutic providers should, whenever possible, maintain confidentiality regarding the case except when:

- Ordered by the Court
- Subpoenaed to produce records or testify in Court
- Requested to provide information about the case by a mediator or evaluator in conjunction with a Court-Ordered mediation, investigation, or evaluation
- Required to provide information about the case by Department of Social Services; or
- Requested to provide information about the case by law enforcement

### Delineation of Terms and Conditions

The provider bears the sole responsibility for enforcement of all the terms and conditions of any supervised visitation service provided herein. Unless otherwise ordered by the Court, the provider should:

- Monitor conditions to assure the safety and welfare of the child
- Enforce the frequency and duration of the visits as Ordered by the Court and County specified
- Avoid any attempt to take sides with any party
- Ensure that all contact between the child and the noncustodial party is within the provider's hearing and sight at all times, and that discussions are audible to the provider
- Speak in a language spoken by the child and the noncustodial party
- Allow no derogatory comments about the parent, his or her family, caretaker, child, or child's siblings
- Allow no discussion of the Court case or possible future outcomes

- Allow neither the provider nor the child to be used to gather information about the other party or caretaker or to transmit documents, information, or personal possessions unless permission has been granted by County
- Allow no spanking, hitting, or threatening the child
- Allow no visits to occur while the visiting party appears to be under the influence of alcohol or illegal drugs
- Allow no emotional, verbal, physical, or sexual abuse; and
- Ensure that the parties follow any additional rules set forth by the provider, Department of Social Services or the Court

#### Qualifications

A "professional provider" who is providing the services hereunder, is any person paid for providing supervised visitation services (parent coaching, supervised visitation or observed visitation), or an independent contractor, employee, intern, or volunteer operating through a supervised visitation center or agency. The selected contractor will ensure each staff providing supervised visitation services is fingerprinted and the fingerprints processed through a LiveScan and Child Abuse Index search process. The professional provider should:

- Be 21 years of age or older
- Have no conviction for driving under the influence (DUI) within the last 5 years
- Not have been on probation or parole for the last 10 years
- Have no record of a conviction for child molestation, child abuse, or other crimes against a person
- Have proof of automobile insurance if transporting the child
- Have no civil, criminal, or juvenile restraining orders within the last 10 years
- Have no current or past court order in which the provider is the person being supervised
- Be able to speak the language of the party being supervised and of the child, or the provider must provide a neutral interpreter over the age of 18 who is able to do so
- Have no conflict of interest with the clients, and
- Agree to adhere to and enforce the Court Order regarding supervised visitation

Training for Providers

Each bidder is required to demonstrate their ability to provide during each fiscal year of services, training opportunities for their staff which will include: informational materials about the role of a provider, the terms and conditions of supervised visitation, and the legal responsibilities and obligations of a provider under this standard. In addition yearly training opportunities will include the following subjects:

- The role of a professional and therapeutic provider
- Observation techniques
- Child abuse reporting laws
- Parenting training (to be approved by County)
- Culture Competency and Disproportionality of African-American families in Child Welfare
- Record-keeping procedures
- Screening, monitoring, and termination of visitation
- Developmental needs of children
- Legal responsibilities and obligations of a provider
- Cultural sensitivity
- First Aid and certification
- Conflicts of interest
- Confidentiality
- Civil Rights and
- Issues relating to substance abuse, child abuse, sexual abuse, and domestic violence

Safety and Security Procedures

All providers should make every reasonable effort to assure the safety and welfare of the child and adults during the visitation. Supervised visitation centers will establish a written protocol with the assistance of the local law enforcement agency that describes the emergency assistance and responses that can be expected from the local law enforcement agency. In addition, the Supervised Visitation Service provider will:

- Establish and state in writing minimum security procedures and inform the parties of these procedures before the commencement of supervised visitation.
- Conduct comprehensive intake and screening to assess the nature and degree of risk for each case.

The procedures for intake should include separate interviews with the parties before the first visit. During the interview, the provider should obtain identifying information and explain the reasons for temporary suspension or termination of a visit under this standard. If the child is of sufficient age and capacity, the provider should include the child in part of the intake or orientation process. Any

discussion should be presented to the child in a manner appropriate to the child's developmental stage.

The Supervised Visitation Service provider will obtain during the intake process or will have obtained from the County:

- Copies of any protective order
- Current court orders
- Any Judicial Council form relating to supervised visitation orders
- A report of any written records of allegations of domestic violence or abuse and
- An account of the child's health needs if the child has a chronic health condition
- Establish written procedures that must be followed in the event a child is abducted during supervised visitation, and
- Suspend or terminate supervised visitation if the provider determines that the risk factors present are placing in jeopardy the safety and welfare of the child or provider

The observation narratives of visits will be emailed to the (to be provided) in-box within three (3) days of the visit.

#### Legal Responsibilities and Obligations of the Professional Provider

All providers of supervised visitation should:

- Advise the parties before commencement of supervised visitation that no confidential privilege exists
- Report suspected child abuse to the appropriate agency, as provided by law, and inform the parties of the provider's obligation to make such reports
- Suspend or terminate visitation under items listed in this section
- Keep recordings of all actions taken place regarding the supervised visitations
- Keep records in a secure area and secured in accordance with Division 19, Confidentiality of Information
- Prepare a written contract to be signed by the parties before commencement of the supervised visitation. The contract should inform each party of the terms and conditions of supervised visitation
- Review custody and visitation orders relevant to the supervised visitation
- Implement an intake and screening procedure, and
- Comply with additional requirements as stated within County request or Court Orders

#### Additional Requirements for Professional Providers

Supervised Visitation Providers should state the reasons for temporary suspension or termination of supervised visitation in writing and provide the written statement to the visitation parties, their attorneys, the attorney for the

child, and the County immediately upon suspension, but no later than three (3) days following the Agency action.

The Visitation Center sites should be a home-like setting. Rooms should be clean, and well lit. Kitchen access should be available for families to prepare meals together, to eat together and to clean up together. The environment must be child friendly and the various visitation rooms need to be age appropriate in design and decoration. Examples include infant rooms with carpet on the floor for crawling and older visitation rooms with age appropriate activities for the family to engage in together. Visitation sites should offer a level of structure so that families can learn or re-learn how to interact appropriately.

#### Administrative Requirements

- Participate in regularly scheduled meetings with County contract management and programs staff
- Participate in team decision meetings or case staffing as required
- Ensure compliance with all of the Scope of Work requirements
- Meet or exceed Performance Outcomes
- Maintain case files for each individual participant
- Insure staff meet the Scope of Work training requirements
- Culture Competency and knowledge of the disproportionately of African-American families in Child Welfare
- Parenting training available for families (curriculum to be approved by County)
- Develop and maintain a written plan of maintenance/cleaning for visitation rooms, toys, and other supplies
- All visits will be referred to the selected vendor(s) by the County of Fresno, Department of Social Services, Child Welfare Services Visitation Coordinator
- Within 48 hours of receipt of an approved referral, the Contractor must make contact with family/care provider to coordinate a visit. Contractor will develop a system/ process to ensure parent/care provider visitation attendance (i.e. visitation reminders in writing or by phone)
- Appropriate activities for parents and children are planned or made available for each visit which can takes into consideration holidays and seasons; cultural, religious and ethnic differences of the clients who are served (list such planned activities)
- Special life events of a child such as birthdays are important celebratory events. A large room or an alternate location within the community where supervised visits for birthdays may occur will be secured/provided for these events
- Master calendar developed to reflect visitation scheduled time slots and staff utilization, and will be provided to County on a monthly basis

- All visits will be narrated on the standard visitation observation and report form provided by the County
- Provide a monthly statistical report to Department of Social Services no later than the 10th of each month. The monthly statistic report will address desired outcomes for supervised visitation and utilization of services. County will provide the contract vendor(s) with the statistical form
- The Contractor will notify the DSS Visitation Coordinator within 24 hours of any cancelled visits or "no-show" visits via the DSS visitation e-mail in-box
- Meet with County staff on a monthly basis to discuss contract and program services and objectives
- Meet with County staff on a scheduled basis to discuss the African American Emergent Parenting Program contract and program services and objectives
- Meet with County staff on a scheduled basis for Team Decision-Making and Reunification meetings at County specified locations

#### Parenting Classes:

Parenting Classes will be offered or coordinated through the Supervised Visitation Service provider, which will be available at one hour increments to the families being served herein. The curriculum to be used will be approved by the County, but will be identified within the submitted proposal. Several familial factors have been proposed to potentially buffer against risks and lower the likelihood that a child will become involved in violence. Parenting classes should address these factors and would include connectedness to family; stable family relationships; family and community support; clear and age-appropriate rules and expectations for children; conflict resolution and problem-solving skills; shared activities with parents; and community and cultural beliefs that support parents and families. All of the training to be made available to families will focus on the cultural issues around parenting strategies and values, related to the familial factors that provide a stable family life for a child. Parenting training services will be made available to families. The proposal will include a parenting training curriculum, with final approval of curriculum provided by the County through agreement with Contractor. Services will be based on one/class instructor per one hour of class provided.

#### Ratio of Children to Provider

Staffing shall be maintained at a 1:1 ratio: One (1) staff per visitation service unit or group, one (1) family group per visitation room, at any time. Other factors to consider for staffing ratios of children to a professional provider should be contingent on:

- The degree of risk factors present in each case
- The nature of supervision required in each case

- The number and ages of the children to be supervised during a visit
- The number of people visiting the child during the visit
- The duration and location of the visit; and
- The experience of the provider

#### Conflict of Interest

All providers should maintain neutrality by refusing to discuss the merits of the case or agree with or support one party over another. Any discussion between a provider and the parties should be for the purposes of arranging visitation and providing for the safety of the children. In order to avoid a conflict of interest, the provider 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 county in which the supervision is ordered unless specified in the employment contract, or
- Be in an intimate relationship with the person being supervised

#### Safety Considerations for Sexual Abuse Cases

In cases where there are allegations of sexual abuse, in addition to the requirements of the safety and security procedures above, the provider should comply with the following terms and conditions, unless otherwise ordered by the Court:

- 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 diapers, or accompanying the child to the bathroom
- Allow no whispering, passing notes, hand signals, or body signals; and
- Allow no supervised visitation in the location where the alleged sexual abuse occurred

#### Types and Levels of Visitation

Provider must be able to offer Supervised Visitation Services at least the following levels:

One (1) Supervised Visit will be defined as 60 minutes/per one (1) Professional Provider; the child or children in Child Welfare Services under case management; and their family members who are present for the supervised visit (categorized below as referred by County).

Parent Coaching: interactive and possibly directing to enhance parenting skills. Parent coaching helps parent(s) become aware of their beliefs about



child rearing and other important areas relating to parenthood. The coach also can teach you the ins and outs of infant care. Coaches focus on the day-to-day activities of motherhood, providing the parenting skills you need to build self-confidence. A supervised visit referral can run from 60 minutes or as determined by the Department of Social Services, Child Welfare Services Division. All supervised visit referrals must be approved by the County.

The following is just a sample of the many parenting topics that can be provided by the Professional Provider:

- Approaches to Raising Children
- Understanding the Source of a Child's Behavior
- Helping Children Build Healthy Self-Esteem
- Communicating Effectively
- Influencing Your Children Positively
- How Children Think
- Reducing Stress in Your Family
- Resolving Family Conflicts
- Communicating Effectively
- Influencing Your Children Positively

Supervised Visitation: The Professional Provider has constant auditory and visual contact with family. As a supervised visitation provider, every effort to keep the child safe and supported during the child's visit with the family member will be made. Professional Provider's job is to make sure that the children involved in the visits are safe and free from any unnecessary stress. Professional Provider will be present at all times during the visit, they will listen to what is being said, and will pay close attention to the child's behavior during the visit. All supervised visit referrals are determined by the Department of Social Services, Child Welfare Services Division, and all visits must be approved by the County.

Observed Visitation: The Professional Provider has intermittent visual and auditory observation of the child and family. As a supervised visitation provider, you agree the family has progressed to the last stage before County and Courts grant extended unsupervised visitation. The family has established understanding of the parenting skills needed to be successful with their children. The Observed Visitation is completed no less than every 15 minutes, where the family interaction is observed, noted and the Professional Provider is comfortable with the relationship between the parent, family members and child. All supervised visit referrals are determined by the Department of Social Services, Child Welfare Services Division, and all visits must be approved by the County.

The initial task is to assess which level of visitation is required and based on that assessment, the goal will be to move towards decreasing the level of

supervision (i.e. Parent Coaching to Supervised Visitation and then to Observed Visitation.) The ultimate goal in all cases is to safely work towards reunification where at all possible.

Temporary Suspension or Termination of Supervised Visitation

All providers should make every reasonable effort to provide a safe visit for the child and the non-custodial party(ies). However, if a provider determines that the rules of the visit have been violated, the child has become acutely distressed, or the safety of the child or the provider is at risk, the visit may be temporarily interrupted, rescheduled at a later date, or terminated. All interruptions or terminations of visits should be recorded in the case file. All providers should advise both parties of the reasons for interruption of a visit or termination.

**COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:**

1. Designating a contact person for CONTRACTOR to communicate with when necessary.
2. Meet with CONTRACTOR monthly or as often as needed, to exchange pertinent information, resolve problems, and work together to coordinate referrals and services.
3. According to the California Department of Social Services, the minimum visitation requirements for children with their parent, siblings and grandparents may be no less than once every six months; to, once every six calendar months (in certain instances). Visitation for one family can occur two times per week or as few as two times per month. A supervised visit referral will run 60 minutes or fractions thereof as determined by the Department of Social Services, Child Welfare Services Division. All supervised visit referrals must be approved by the County.
4. For each of the cases within a social work caseload, it is expected the social work staff will visit with the family approximately one time per month. It is also expected the Department of Social Services' Social Worker will arrange for the child to visit with the parents, grandparents, siblings or grandparents who are named within the individual child's case plan. The social worker arranges for visits between the child and grandparents, as determined in the child's case plan, for children receiving Court-Ordered Family Reunification Services. Within the Supervised Visitation Services, it is estimated that 1,243 children and their family members will be referred to Supervised Visitation Services secured through this RFP on an annual basis by the Department of Social Services

**PERFORMANCE MEASUREMENTS:**

Overall Service Objective:

CONTRACTOR will provide quarterly reports on outcome measures as outlined and provide highlights of accomplishments including client vignettes/success stories.

PERFORMANCE OUTCOMES	PERFORMANCE MEASURES	EXPECTED LEVEL OF PERFORMANCE
1. Improved Parent-child attendance at the scheduled supervised visit	Number of visits completed vs. number of visit scheduled	90% of scheduled visits are completed
2. Maximize the number of supervised visits that are to be provided.	Number of visitation rooms available during an hour x hours available per day/week/mo./year. Compare to the number of visitation rooms actually utilized based on hours x hours per day/week/mo./year.	90% of the available visitation room hours that are available are utilized for visitation services.
3. Parent progress in visitation reflects the parent's progress in meeting case plan goals.	The documentation provided during supervised visitation reflects the parent's strengths and challenges regarding visitation with the child accurately. The interventions provided by the contracted provider will be clearly documented and will directly relate to the visitation challenges.	The Department will measure the contracted agency's ability to meet case plan goals and improved child well-being through documentation. The documentation will clearly identify supervised visitation service hours and how those facilitate meeting case plan goals. It will be an expectation that the social worker, visitation coordinator, or visitation supervisor have communicated regarding the case plan activities and goals (for example: reunification with parent or guardian; parent will demonstrate he/she is able to meet the needs of his/her child; etc.). Documentation will be submitted timely (within 3 days of completion of the visit) for evaluation by the visitation supervisor and assigned social worker.

# COMPREHENSIVE YOUTH SERVICES

## January 1, 2011 to June 30, 2012

### SPECIFICATION OF DELIVERABLES

Service Unit	Cost per Supervised Visit	Max. number of Hours of Visits to be provided per month	Cost per Month	Cost per 18 Month Period
60 minutes (1 unit) of Parent Coaching	\$46.30	200	\$9,260	\$166,680
60 minutes (1 unit) of Supervised Visitation	\$44.10	150	\$6,615	\$119,070
60 Minutes (1 unit) of Observed Visitation	\$42.00	4	\$168	\$3,024
Parenting Training Classes	Cost per Training Class	Max. number to be provided per month	Cost per Month	Cost per 18 Month Period
60 minutes 1 unit) of Parenting Training Classes	\$37.70	Maximum of 2 per month	\$75.40	\$1,357.20

**TOTAL:**  
**\$290,131 = 18 MONTHS**  
**\$16,118 = 1 month**  
**FY 09-10 = \$96,710**  
**FY 10-11 = \$193,421**

**COMPREHENSIVE YOUTH SERVICES****July 1, 2012 to June 30, 2013****SPECIFICATION OF DELIVERABLES**

Service Unit	Cost per Supervised Visit	Max. number of Hours of Visits to be provided per month	Cost per Month	Cost per 12 Month Period
60 minutes (1 unit) of Parent Coaching	\$46.30	200	\$9,260	\$111,120
60 minutes (1 unit) of Supervised Visitation	\$44.10	150	\$6,615	\$79,380
60 Minutes (1 unit) of Observed Visitation	\$42.00	4	\$168	\$2,016
Parenting Training Classes	Cost per Training Class	Max. number to be provided per month	Cost per Month	Cost per 12 Month Period
60 minutes 1 unit) of Parenting Training Classes	\$37.70	Maximum of 2 per month	\$75.40	\$904.80

**Total:****\$193,421 = 12 MONTHS**

**COMPREHENSIVE YOUTH SERVICES****July 1, 2013 to June 30, 2014****SPECIFICATION OF DELIVERABLES**

Service Unit	Cost per Supervised Visit	Max. number of Hours of Visits to be provided per month	Cost per Month	Cost per 12 Month Period
60 minutes (1 unit) of Parent Coaching	\$46.30	200	\$9,260	\$111,120
60 minutes (1 unit) of Supervised Visitation	\$44.10	150	\$6,615	\$79,380
60 Minutes (1 unit) of Observed Visitation	\$42.00	4	\$168	\$2,016
Parenting Training Classes	Cost per Training Class	Max. number to be provided per month	Cost per Month	Cost per 12 Month Period
60 minutes 1 unit) of Parenting Training Classes	\$37.70	Maximum of 2 per month	\$75.40	\$904.80

**Total:****\$193,421 = 12 MONTHS**

**NOTICE OF CHILD ABUSE REPORTING LAW**

The undersigned hereby acknowledges that Penal Code section 11166 and the contractual obligations between **County of Fresno** (COUNTY) and COMPREHENSIVE YOUTH SERVICES, INC. , require that the undersigned report all known or suspected child abuse or neglect to one or more of the agencies set forth in Penal Code (P.C.) section (§) 11165.9.

For purposes of the undersigned's child abuse reporting requirements, "child abuse or neglect" includes physical injury inflicted by other than accidental means upon a child by another person, sexual abuse as defined in P.C. §11165.1, neglect as defined in P.C. §11165.2, willful cruelty or unjustifiable punishment as defined in P.C. §11165.3, and unlawful corporal punishment or injury as defined in P.C. §11165.4.

A child abuse report shall be made whenever the undersigned, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the undersigned knows or reasonably suspects has been the victim of child abuse or neglect. (P.C §11166.) The child abuse report shall be made to any police department or sheriff's department (not including a school district police or security department), or to any county welfare department, including Fresno County Department of Social Services' 24 Hour CARELINE. (See PC §11165.9.)

For purposes of child abuse reporting, a "reasonable suspicion" means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect. The pregnancy of a child does not, in and of itself, constitute a basis for reasonable suspicion of sexual abuse. (P.C. §11166(a)(1).)

Substantial penalties may be imposed for failure to comply with these child abuse reporting requirements.

Further information and a copy of the law may be obtained from the County of Fresno Department head or designee.

I have read and understand the above statement and agree to comply with the child abuse reporting requirements.

  
SIGNATURE

11-22-10  
DATE

**SUPERVISED VISITATION SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this 14<sup>th</sup> day of December, 2010, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and QUALITY GROUPS HOMES, INC, OF FRESNO, a private non-profit corporation, whose address is 4928 E. CLINTON, SUITE 108 93727, hereinafter referred to as "CONTRACTOR."

**WITNESSETH:**

WHEREAS, COUNTY, through its Department of Social Services (DSS) desires to enter into an agreement whereby COUNTY may obtain Supervised Visitation Services, and

WHEREAS, CONTRACTOR, possesses the experience and skills to provide the services desired by COUNTY's Department of Social Services.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties: hereto agree as follows:

**1. SERVICES**

A. CONTRACTOR shall perform all services and fulfill all responsibilities set forth in Exhibit A, Summary of Services, attached hereto and by this reference incorporated herein. CONTRACTOR's performance shall be in accordance with the COUNTY'S Request for Proposal (RFP) No. 952-4872 dated September 27, 2010, and Addendum No. one (1), dated October 18, 2010, and Addendum No. two (2), dated October 26, 2010, hereinafter collectively referred to as COUNTY'S RFP 952-4872, and CONTRACTOR's Response to RFP, dated November 3, 2010.

B. In the event of any inconsistency among the documents described in Paragraphs 1.A herein above, the inconsistency shall be resolved by giving precedence in the following order of priority: 1) to this Agreement, including all Exhibits attached hereto; 2) COUNTY's RFP 952-4872; and 3) CONTRACTOR's Response to RFP. A copy of COUNTY's RFP No.952-4872, and CONTRACTOR's Response to RFP, shall be retained and made available during the term of this Agreement by COUNTY's Department of Social Services.



C. COUNTY shall be held responsible for services as set forth in Exhibit A, Summary of Services, under the heading, "COUNTY's RESPONSIBILITIES."

D. CONTRACTOR shall participate in monthly, or as needed, workgroup meetings consisting of staff from COUNTY's DSS Staff to discuss requirements, data reporting, training, policies and procedures, overall program operations and any problems or foreseeable problems that may arise.

E. In the event of the termination or expiration of this Agreement in accordance to Section Three (3) of this Agreement, CONTRACTOR shall provide transitional services to clients currently receiving services, working with COUNTY staff and / or COUNTY's contracted vendor(s). Transitional duties shall include, but is not limited to the transfer of client records and shall not exceed a maximum of thirty (30) days. This section of the Agreement shall survive thirty (30) days from the expiration or written termination date of this Agreement.

**2. TERM**

This Agreement shall become effective on the 1<sup>st</sup> day of January, 2011 and shall terminate on the 30<sup>th</sup> day of June 30, 2012.

This Agreement shall automatically be extended for two (2) additional twelve (12) month periods under the same terms and conditions herein set forth, unless written notice of non-renewal is given by CONTRACTOR or COUNTY or COUNTY's DSS Director or designee, thirty (30) days prior to the close of the current Agreement term.

**3. TERMINATION**

A. Non-Allocation of Funds - The terms of this Agreement, and the services to be provided thereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated by COUNTY at any time by giving CONTRACTOR thirty (30) days advance written notice.

B. Breach of Contract - COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of COUNTY there is:

- 1) An illegal or improper use of funds;

- 2) A failure to comply with any term of this Agreement;
- 3) A substantially incorrect or incomplete report submitted to COUNTY;
- 4) Improperly performed service.

In no event shall any payment by COUNTY constitute a waiver by COUNTY of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR.

Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand of CONTRACTOR the repayment to COUNTY of any funds disbursed to CONTRACTOR under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. CONTRACTOR shall promptly refund any such funds upon demand or, at the COUNTY's option, such repayment shall be deducted from future payments owing to CONTRACTOR under this Agreement.

C. Without Cause - Under circumstances other than those set forth above, this Agreement may be terminated by CONTRACTOR or COUNTY or COUNTY's DSS Director upon the giving of thirty (30) days advance written notice to CONTRACTOR of the intention to terminate the Agreement.

#### **4. COMPENSATION**

For actual services provided as identified in the terms and conditions of this Agreement and Exhibit A Summary of Services, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation as identified in Exhibit B, Specification of Deliverables, attached hereto and by this reference incorporated herein. Payment shall be made upon certification or other proof satisfactory to COUNTY's DSS, that services have actually been performed by CONTRACTOR as specified in this Agreement. In no event shall compensation for services performed under this Agreement be in excess of One Hundred Thirty-One Thousand Ninety-Four and 00/100 Dollars (\$131,094) for the period January 1, 2011 through June 30, 2012. In no event shall compensation for services performed under this Agreement be in excess of Eighty Seven Thousand Three Hundred Ninety Six and 00/100 Dollars (\$87,396) for the period July 1, 2012 through June 30, 2013. In no event shall compensation for services performed under this Agreement be in excess of Eighty Seven Thousand Three Hundred Ninety Six and 00/100 Dollars (\$87,396) for the period July 1, 2013 through

June 30, 2014. It is understood that all expenses incidental to CONTRACTOR's performance of services under this Agreement shall be borne by CONTRACTOR.

Payments by COUNTY shall be in arrears, for services provided during the preceding month, within forty-five (45) days after receipt, verification and approval of CONTRACTOR's invoices by COUNTY's DSS. If CONTRACTOR should fail to comply with any provision of this Agreement, COUNTY shall be relieved of its obligation for further compensation. All final claims and/or any final budget modification requests shall be submitted by CONTRACTOR within sixty (60) days following the final month of service for which payment is claimed. No action shall be taken by COUNTY on claims submitted beyond the sixty (60) day closeout period. Any compensation which is not expended by CONTRACTOR pursuant to the terms and conditions of this Agreement shall automatically revert to COUNTY.

The services provided by the CONTRACTOR under this Agreement are funded in whole or in part by the State of California. In the event that funding for these services is delayed by the State Controller, County may defer payment to CONTRACTOR. The amount of the deferred payment shall not exceed the amount of funding delayed by the State Controller to the COUNTY. The period of time of the deferral by COUNTY shall not exceed the period of time of the State Controller's delay of payment to COUNTY plus forty-five (45) days.

**5. INVOICING**

CONTRACTOR shall invoice COUNTY in arrears by the tenth (10<sup>th</sup>) of each month for actual expenses incurred and services rendered in the previous month to:

DSSInvoices@co.fresno.ca.us. The monthly financial expenditure and activity reports shall accompany the invoice, reflecting services supported by the invoiced expenditures and be in a form and in such detail as acceptable to COUNTY's DSS. Invoices shall include all corresponding documentation submitted and identified by service unit, as identified in Exhibit B. Supporting documentation shall include but is not limited to receipts; timesheets, timecards and other documentation of costs. No reimbursement for services shall be made until invoices, reports and outcomes are received and reviewed by COUNTY's DSS.

At the discretion of COUNTY's DSS Director or designee, if an invoice is incorrect or is otherwise not in proper form or substance, COUNTY's DSS Director or designee shall have the right to withhold payment as to only that portion of the invoice that is incorrect or improper after five (5) days prior notice to CONTRACTOR. CONTRACTOR agrees to continue to provide services for a period of ninety (90) days after notification of an incorrect or improper invoice. If after the ninety (90) day period, the invoice(s) is still not corrected to COUNTY's DSS satisfaction, COUNTY's DSS Director or designee may elect to terminate this Agreement, pursuant to the termination provisions stated in Paragraph Three (3) of this Agreement. In addition, for invoices received ninety (90) days after the expiration of each term of this Agreement or termination of this Agreement, at the discretion of COUNTY's DSS Director or designee, COUNTY's DSS shall have the right to deny payment of any additional invoices received.

**6. INDEPENDENT CONTRACTOR**

In performance of the work, duties, and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of CONTRACTOR's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof. CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters which are directly or indirectly the subject of this Agreement.

Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees,

1 including compliance with Social Security, withholding, and all other regulations governing such  
2 matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be  
3 providing services to others unrelated to COUNTY or to this Agreement.

4 **7. MODIFICATION**

5 A. Any matters of this Agreement may be modified from time to time by the written  
6 consent of all the parties without, in any way, affecting the remainder.

7 B. Notwithstanding the above, changes to line items in the Specification of  
8 Deliverables, attached hereto as Exhibit B, shall not exceed 10% of the maximum compensation for  
9 any term (January 1, 2011 to June 30, 2012; July 1, 2012 to June 30, 2013 to June 30, 2014) may be  
10 made with the written approval of COUNTY's DSS Director or designee and CONTRACTOR.  
11 Budget line item changes shall not result in any change to the maximum compensation amount  
12 payable to CONTRACTOR, as stated herein.

13 C. CONTRACTOR hereby agrees that changes to the compensation under this  
14 Agreement may be necessitated by a reduction in funding from State and/or Federal sources. The  
15 COUNTY's DSS Director or designee may modify the maximum compensation depending on State  
16 and Federal funding availability, as stated in Section Four (4) in this Agreement. CONTRACTOR  
17 further understand that this Agreement is subject to any restrictions, limitations, or enactments of all  
18 legislative bodies which affect the provisions, term or funding of this Agreement in any manner.

19 **8. NON-ASSIGNMENT**

20 Neither party shall assign or transfer this Agreement nor their rights or duties under this  
21 Agreement without the prior written consent of the other party.

22 **9. HOLD-HARMLESS**

23 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request,  
24 defend COUNTY, its officers, agents, and employees from any and all costs and expenses, damages,  
25 liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance,  
26 or failure to perform, by CONTRACTOR, its officers, agents, or employees under this Agreement, and  
27 from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to  
28

any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under this Agreement.

CONTRACTOR agrees to indemnify, save

**10. INSURANCE**

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies throughout the term of this Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis.

B. Social Service Liability

CONTRACTOR shall provide insurance policies for corporal punishment liability, sexual abuse and molestation liability and child abduction liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis.

C. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000.00) per person, One Million Dollars (\$1,000,000.00) per accident and for property damages of not less than One Hundred Thousand Dollars (\$100,000.00), or such coverage with a combined single limit of One Million Dollars (\$1,000,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

D. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., L.M.F.T.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

If this coverage is issued on a "claims made" basis, CONTRACTOR agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

Within thirty (30) days from the date CONTRACTOR executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, DSS-1<sup>st</sup> Floor Crocker Building, Stop 109, 2135 Fresno Street, Fresno, CA 93721, Attention: DSS Staff Analyst, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of

California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

**11. SUBCONTRACTS**

CONTRACTOR shall obtain written approval from COUNTY or COUNTY's DSS Director, or designee before subcontracting any of the services delivered under this Agreement. Any transferee, assignee or subcontractor will be subject to all applicable provisions of this Agreement, and all applicable State and Federal regulations. CONTRACTOR shall be held primarily responsible by COUNTY for the performance of any transferee, assignee or subcontractor unless otherwise expressly agreed to in writing by COUNTY. The use of subcontractors by CONTRACTOR shall not entitle CONTRACTOR to any additional compensation than is provided for under this Agreement.

**12. CONFLICT OF INTEREST**

No officer, agent, or employee of the COUNTY who exercises any function or responsibility for planning and carrying out the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. No officer, agent, or employee of the COUNTY who exercises any function or responsibility for planning and carrying out the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. In addition, no employee of the COUNTY shall be employed by CONTRACTOR to fulfill any contractual obligations with COUNTY. The CONTRACTOR shall also comply with all Federal, State of California, and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, agent, or employee of the COUNTY.

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**13. NON-DISCRIMINATION**

CONTRACTOR hereby agrees that in the performance of this Agreement, it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance. Contractor agrees that it will immediately take any measures necessary to effectuate the terms of this Non-Discrimination agreement.

CONTRACTOR gives the above agreement in consideration of and for the purpose of obtaining any and all federal and state assistance. CONTRACTOR hereby agrees that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized COUNTY, CDSS and/or federal government personnel, during normal working hours, to

1 review such records, books and accounts as needed to ascertain compliance. If there are any violations  
2 of this Non-Discrimination section, CDSS shall have the right to invoke fiscal sanctions or other legal  
3 remedies in accordance with Welfare and Institutions Code section 10605, or Government Code  
4 section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal  
5 agency for further compliance action and enforcement of this section. Furthermore, if an allegation of  
6 discrimination occurs, COUNTY may withhold all further funds, until CONTRACTOR can show  
7 clear and convincing evidence to the satisfaction of COUNTY that funds provided under this  
8 Agreement were not used in connection with the alleged discrimination.

9 A. Eligibility for Services

10 CONTRACTOR shall prepare and make available to COUNTY and to the public  
11 all eligibility requirements to participate in the program plan set forth in Exhibit A.

12 B. Employment Opportunity

13 CONTRACTOR shall comply with the COUNTY policy, and the Equal  
14 Employment Opportunity Commission guidelines, which forbids discrimination against any person on  
15 the grounds of race, color, national origin, sex, religion, age or handicapped status in employment  
16 practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination,  
17 upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities and other  
18 terms and conditions of employment.

19 C. Nepotism

20 Except by consent of the COUNTY'S Department of Social Services Director, or  
21 designee, no person shall be employed by CONTRACTOR who is related by blood or marriage to, or  
22 who is a member of the Board of Directors or an officer of CONTRACTOR.

23 D. The requirements stated above are binding on CONTRACTOR directly or  
24 through contract, license, or other provider services, as long as it receives federal or state assistance.

25 **14. RECRUITMENT OF EMPLOYEES AND SERVICE TO CLIENTS**

26 CONTRACTOR shall ensure that its employment recruitment efforts, including  
27 administrative and professional staff positions, are carried out so as to adequately reflect the cultural  
28 and ethnic diversity of the population of Fresno County. CONTRACTOR shall use its best efforts to

serve all cultural and ethnic groups residing in Fresno County. CONTRACTOR's employment efforts will be monitored by COUNTY at periodic intervals.

**15. LIMITED ENGLISH PROFICIENCY**

CONTRACTOR shall provide interpreting and translation services to persons participating in CONTRACTOR's services who have limited or no English language proficiency, including services to persons who are deaf or blind. Interpreter and translation services shall be provided as necessary to allow such participants meaningful access to the programs, services and benefits provided by CONTRACTOR. Interpreter and translation services, including translation of CONTRACTOR's "vital documents" (those documents that contain information that is critical for accessing CONTRACTOR's services or are required by law) shall be provided to participants at no cost to the participant. CONTRACTOR shall ensure that any employees, agents, subcontractors, or partners who interpret or translate for a program participant, or who directly communicate with a program participant in a language other than English, demonstrate proficiency in the participant's language and can effectively communicate any specialized terms and concepts peculiar to CONTRACTOR's services.

**16. CONFIDENTIALITY**

All services performed by CONTRACTOR under this Agreement shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality including, but not limited to, California Welfare and Institutions Code sections 10850.

**17. DATA SECURITY**

For the purpose of preventing the potential loss, misappropriation or inadvertent disclosure of COUNTY data including sensitive or personal client information; abuse of County resources; and/or disruption to County operations, individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services under this Agreement must employ adequate data security measures to protect the confidential information provided to the CONTRACTOR by the COUNTY, including but not limited to the following:

A. Contractor-Owned Mobile/Wireless/Handheld Devices may not be connected to

County networks via personally owned mobile, wireless or handheld devices, except when authorized by COUNTY for telecommuting and then only if virus protection software currency agreements are in place, and if a secure connection is used.

B. Contractor-Owned Computers or Computer Peripherals may not brought into the COUNTY for use without prior authorization from the COUNTY's Chief Information Officer and/or designee(s), including and not limited to mobile storage devices. Data must be stored on a secure server approved by the COUNTY and transferred by means of a VPN (Virtual Private Network) connection, or another type of secure connection of this type if any data is approved to be transferred.

C. County-Owned Computer Equipment – CONTRACTOR or anyone having an employment relationship with the COUNTY may not use COUNTY computers or computer peripherals on non-COUNTY premises without prior authorization from the COUNTY's Chief Information Officer and/or designee(s).

D. CONTRACTOR may not store COUNTY's private, confidential or sensitive data on any hard-disk drive.

E. CONTRACTOR is responsible to employ strict controls to insure the integrity and security of the COUNTY's confidential information and to prevent unauthorized access to data maintained in computer files, program documentation, data processing systems, data files and data processing equipment which stores or processes COUNTY data internally and externally.

F. Confidential client information transmitted to one party by the other by means of electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

G. CONTRACTOR is responsible to immediately notify COUNTY of any breaches or potential breaches of security related to COUNTY's confidential information, data maintained in computer files, program documentation, data processing systems, data files and data processing equipment which stores or processes COUNTY data internally or externally.

H. In the event of a breach of security related to COUNTY's confidential client information provided to CONTRACTOR, COUNTY will manage the response to the incident, however, CONTRACTOR will be responsible to issue any notification to affected individuals as

required by law or as deemed necessary by COUNTY in its sole discretion. CONTRACTOR will be responsible for all costs incurred as a result of providing the required notification.

**18. CLEAN AIR AND WATER**

In the event the funding under this Agreement exceeds One Hundred Thousand and No/100 Dollars (\$100,000), CONTRACTOR shall comply with all applicable standards, orders or requirements issued under the Clean Air Act contained in 42 U.S. Code 7601 *et seq*; the Clean Water Act contained in 33 U.S. Code 1368 *et seq.*; and any standards, laws and regulations, promulgated thereunder. Under these laws and regulations, CONTRACTOR shall assure:

A. No facility shall be utilized in the performance of the Agreement that has been listed on the Environmental Protection Agency (EPA) list of Violating Facilities;

B. COUNTY shall be notified prior to execution of this Agreement of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA indicating that a facility to be utilized in the performance of this Agreement is under consideration to be listed on the EPA list of Violating Facilities;

C. COUNTY and U.S. EPA shall be notified about any known violation of the above laws and regulations; and

D. This assurance shall be included in every nonexempt subgrant, contract, or subcontract.

**19. DRUG-FREE WORKPLACE REQUIREMENTS**

For purposes of this Paragraph, CONTRACTOR will be referred to as the "grantee". By drawing funds against this grant award, the grantee is providing the certification that is required by regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. These regulations require certification by grantees that they will maintain a drug-free workplace. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. CONTRACTOR shall also comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code section 8350 *et seq.*)

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1       **20.    DEBARMENT-CERTIFICATION REGARDING DEBARMENT, SUSPENSION,**  
2       **INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER**  
3       **COVERED TRANSACTIONS**

4           A.     COUNTY and CONTRACTOR recognize that Federal assistance funds will be  
5     used under the terms of this Agreement. For purposes of this Paragraph, CONTRACTOR will be  
6     referred to as the "prospective recipient".

7           B.     This certification is required by the regulation implementing Executive Order  
8     12549, Debarment and Suspension, 29 CFR Part 98, section 98.510, Participant's responsibilities. The  
9     regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

10           1)     The prospective recipient of Federal assistance funds certified by entering  
11     into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for  
12     debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any  
13     Federal department or agency.

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

19           3)     Where the prospective recipient of Federal assistance funds is unable to  
20     certify to any of the statements in this certification, such prospective participant shall attach an  
21     explanation to this Agreement.

22           4)     The prospective recipient shall provide immediate written notice to  
23     COUNTY if at any time prospective recipient learns that its certification in Paragraph Twenty (20) of  
24     this Agreement was erroneous when submitted or has become erroneous by reason of changed  
25     circumstances.

26           5)     The prospective recipient further agrees that by entering into this  
27     Agreement, it will include a clause identical to Paragraph Twenty (20) of this Agreement and titled  
28     "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 transaction.

6) This assurance shall be included in every nonexempt subgrant, contract, or subcontract.

7) The certification in Paragraph Twenty (20) of this Agreement is a material representation of fact upon which COUNTY relied in entering into this Agreement.

**21. ACKNOWLEDGEMENT**

CONTRACTOR shall acknowledge in all public relations activities, materials and publications that COUNTY is the funding source for services to be provided through this Agreement.

**22. POLITICAL ACTIVITY**

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office.

**23. LOBBYING ACTIVITY**

None of the funds, materials, property or services provided under this Agreement shall be used for publicity, lobbying or propaganda purposes designed to support or defeat legislation pending in the Congress of the United States of America or the Legislature of the State of California.

**24. STATE ENERGY CONSERVATION**

CONTRACTOR must comply with the mandatory standard and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with 42 United States (US) Code sections 6321, *et. seq.*

**25. FRATERNIZATION**

CONTRACTOR shall establish procedures addressing fraternization between CONTRACTOR’s staff and clients. Such procedures will include provisions for informing CONTRACTOR’s staff and clients regarding fraternization guidelines.

**26. INTERPRETATION OF LAWS AND REGULATIONS**

COUNTY reserves the right to make final interpretations or clarifications on issues relating to Federal and State laws and regulations, to ensure compliance.

**27. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

COUNTY, its officers, consultants, subcontractors, agents and employees shall comply with all applicable State, Federal and local laws and regulations governing projects that utilize Federal Funds.

**28. RECORDS**

**A. Record Establishment and Maintenance**

CONTRACTOR shall establish and maintain records in accordance with those requirements prescribed by COUNTY, with respect to all matters covered by this Agreement.

CONTRACTOR shall retain all fiscal books, account records and client files for services performed under this Agreement for at least three (3) years from date of final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later.

**B. Cost Documentation**

1) CONTRACTOR shall submit to COUNTY within tenth (10) calendar days following the end of each month, all fiscal and program reports for that month. CONTRACTOR shall also furnish to COUNTY such statements, records, data and information as COUNTY may request pertaining to matters covered by this Agreement. In the event that CONTRACTOR fails to provide reports as provided herein, it shall be deemed sufficient cause for COUNTY to withhold payments until compliance is established.

2) All costs shall be supported by properly executed payrolls, time records, invoices, vouchers, orders, or any other accounting documents pertaining in whole or in part to this Agreement and they shall be clearly identified and readily accessible. The support documentation must indicate the line budget account number to which the cost is charged.

3) COUNTY shall notify CONTRACTOR in writing within thirty (30) days of any potential State or Federal audit exception discovered during an examination. Where findings indicate that program requirements are not being met and State or Federal participation in this program may be imperiled in the event that corrections are not accomplished by CONTRACTOR within thirty (30) days of receipt of such notice from COUNTY, written notification thereof shall constitute COUNTY's intent to terminate this Agreement.



1           C.     Service Documentation

2                     CONTRACTOR agrees to maintain records to verify services under this  
3 Agreement including names and addresses of clients served, the date of service and a description of  
4 services provided on each occasion. These records and any other document pertaining in whole or in  
5 part to this Agreement, shall be clearly identified and readily accessible.

6           D.     Use of Data

7                     CONTRACTOR shall grant to COUNTY and the United States Department  
8 Health and Human Services the royalty-free, nonexclusive and irrevocable license throughout the  
9 world to publish, translate, reproduce, deliver, perform, dispose of, duplicate, use, disclose in any  
10 manner and for any purpose whatsoever and to authorize others to do so, all subject data now or  
11 hereafter covered by copyright. However, with respect to subject data not originated in the  
12 performance of this Agreement, such license shall be only to the extent that CONTRACTOR has the  
13 right to grant such license without becoming liable to pay any compensation to others because of such  
14 grant. CONTRACTOR shall exert all reasonable effort to advise COUNTY at time of delivery of  
15 subject data furnished under this Agreement, of all possible invasions of the right of privacy therein  
16 contained, and of all portions of such subject data copied from work not composed or produced in the  
17 performance of this Agreement and not licensed under this provision.

18                     As used in this clause, the term "Subject Data" means writing, sound recordings,  
19 pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms,  
20 diagrams, work flow charts, equipment descriptions, data files and data processing of computer  
21 programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are  
22 first produced or developed under this Agreement. The term does not include financial reports, cost  
23 analyses and similar information incidental to contract administration.

24                     CONTRACTOR shall report to COUNTY promptly and in written detail, each  
25 notice of claim of copyright infringement received by CONTRACTOR with respect to all subject data  
26 delivered under this Agreement. CONTRACTOR shall not affix any restrictive markings upon any  
27 data. If markings are affixed, COUNTY shall have the right at any time to modify, remove, obliterate  
28 or ignore such markings.

COUNTY shall have access to any report, preliminary findings or data assembled by CONTRACTOR under this Agreement. In addition, CONTRACTOR must receive written permission from COUNTY prior to publication of any materials developed under this Agreement and file with COUNTY a copy of all educational and training materials, curricula, audio/visual aids, printed material and periodicals, assembled pursuant to this Agreement prior to publication.

**29. REPORTS**

CONTRACTOR shall submit to COUNTY's DSS such statements, records, reports, data, and other information as the COUNTY may request pertaining to matters covered by this Agreement. CONTRACTOR's activity report shall be submitted with invoices further described in Section Five (5) of this Agreement. In the event that the CONTRACTOR fails to provide such reports or other information required hereunder, it shall be deemed sufficient cause for the COUNTY to withhold monthly payments until there is compliance. In addition, the CONTRACTOR shall provide written notification and explanation to the COUNTY within fifteen (15) days of any funds received from another source to conduct the same services covered by this Agreement.

**30. SINGLE AUDIT CLAUSE**

As a subrecipient of Federal financial assistance, CONTRACTOR, agrees to provide a copy of its audit report, performed in accordance with the requirements of the Single Audit Act of 1984 (31 USC section 7502) and subject to the terms of Office of Management and Budget (OMB) Circulars (A-110, A-122 and A-133), to the County of Fresno. Such audit shall be delivered to COUNTY's Department of Social Services, for review not later than nine (9) months after the close of the subrecipient's fiscal year in which the funds supplied through this Agreement are expended and/or received for this program. The audit must include a statement of findings or a statement that there were no findings. If there were negative findings, CONTRACTOR must include a corrective action plan signed by an authorized individual. Failure to comply with this Act may result in COUNTY performing the necessary audit tasks, or, at COUNTY's option, contracting with a qualified accountant to perform this audit. All audit costs related to this Agreement are the sole responsibility of CONTRACTOR who agrees to take corrective action to eliminate any material noncompliance or

1 weakness found as a result of such audit. Audit work performed by COUNTY under this paragraph  
2 shall be billed at COUNTY cost as determined by COUNTY's Auditor-Controller/Treasurer-Tax  
3 Collector.

4 **31. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

5 To the extent necessary to prevent disallowance of reimbursement under section  
6 1861(v)(1)(I) of the Social Security Act (42 U.S.C. § 1395x(v)(1)[I]), until the expiration of four (4)  
7 years after the furnishing of services under this Agreement, CONTRACTOR shall make available,  
8 upon written request to the Secretary of the United States Department of Health and Human Services,  
9 or upon request to the Comptroller General of the United States General Accounting Office, or any of  
10 their duly authorized representatives, a copy of this Agreement and such books, documents and  
11 records as are necessary to certify the nature and extent of the costs of these services provided by  
12 CONTRACTOR under this Agreement. CONTRACTOR further agrees that in the event  
13 CONTRACTOR carries out any of its duties under this Agreement through a subcontract, with a value  
14 or cost of Ten Thousand and No/100 Dollars (\$10,000.00) or more over a twelve (12) month period,  
15 with a related organization, such Agreement shall contain a clause to the effect that until the expiration  
16 of four (4) years after the furnishing of such services pursuant to such subcontract, the related  
17 organizations shall make available, upon written request to the Secretary of the United States  
18 Department of Health and Human Services, or upon request to the Comptroller General of the United  
19 States General Accounting Office, or any of their duly authorized representatives, a copy of such  
20 subcontract and such books, documents and records of such organization as are necessary to verify the  
21 nature and extent of such costs.

22 **32. CHILD ABUSE REPORTING**

23 CONTRACTOR shall utilize a procedure acceptable to COUNTY to ensure that all of  
24 CONTRACTOR's employees, volunteers, consultants, subcontractors or agents performing services  
25 under this Agreement shall report all known or suspected child abuse or neglect to one or more of the  
26 agencies set forth in Penal Code Section 11165.9. This procedure shall include having all of  
27 CONTRACTOR's employees, volunteers, consultants, subcontractors or agents performing services  
28 under this Agreement sign a statement that he or she knows of and will comply with the reporting

requirements set forth in Penal Code Section 11166. The statement to be utilized by CONTRACTOR is set forth in Exhibit C, attached hereto and by this reference incorporated herein.

**33. CHARITABLE CHOICE**

CONTRACTOR may not discriminate in its program delivery against a client or potential client on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. Any specifically religious activity or service made available to individuals by the CONTRACTOR must be voluntary as well as separate in time and location from County funded activities and services. CONTRACTOR shall inform County as to whether it is faith-based. If CONTRACTOR identifies as faith-based it must submit to DSS a copy of its policy on referring individuals to alternate treatment CONTRACTOR, and include a copy of this policy in its client admission forms. The policy must inform individuals that they may be referred to an alternative provider if they object to the religious nature of the program, and include a notice to DSS. Adherence to this policy will be monitored during annual site reviews, and a review of client files. If CONTRACTOR identifies as faith-based, by July 1 of each year CONTRACTOR will be required to report to DSS the number of individuals who requested referrals to alternate providers based on religious objection.

**34. PERSONNEL DISCLOSURE**

CONTRACTOR shall make available to COUNTY a current list of all personnel providing services hereunder. Changes to this list will be immediately provided to COUNTY in writing. The list shall provide the following information:

- A. All full or part-time staff positions by title whose direct services are required to provide the programs described herein;
- B. A brief description of the functions of each such position and hours each person in such position works each week or, for part-time positions, each day or month, as appropriate;
- C. The education and experience levels required for each position; and
- D. The names of persons filling the identified positions.

**35. PROHIBITION ON PUBLICITY**

None of the funds, materials, property or services provided directly or indirectly under

1 this Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (i.e.,  
2 purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-promotion.

3 Notwithstanding the above, publicity of the services described in Paragraph One (1) of this Agreement  
4 shall be allowed as necessary to raise public awareness about the availability of such specific services  
5 when approved in advance by the Director or designee and at a cost as provided in Exhibit B for such  
6 items as written/printed materials, the use of media (i.e., radio, television, newspapers) and any other  
7 related expense(s).

8 **36. AUDITS AND INSPECTIONS**

9 CONTRACTOR shall at any time during business hours, and as often as COUNTY may  
10 deem necessary, make available to COUNTY for examination all of its records and data with respect  
11 to the matters covered by this Agreement. CONTRACTOR shall, upon request by COUNTY, permit  
12 COUNTY to audit and inspect all such records and data necessary to ensure CONTRACTOR's  
13 compliance with the terms of this Agreement.

14 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00),  
15 CONTRACTOR shall be subject to the examination and audit of the State Auditor General for a  
16 period of three (3) years after final payment under contract (Government Code section 8546.7).

17 Notwithstanding the term provisions stated in Paragraph Three (3) of this Agreement, it  
18 is acknowledged by the parties hereto that this Agreement shall continue in full force and effect until  
19 all audit procedures and requirements as stated in this Agreement have been completed to the review  
20 and satisfaction of the COUNTY. CONTRACTOR shall bear all costs in connection with or resulting  
21 from any audit and/or inspections including but not limited to: actual costs incurred and the payment  
22 of any expenditures disallowed by either the COUNTY, State or Federal governmental entities,  
23 including any assessed interest and penalties.

24 **37. NOTICES**

25 The persons having authority to give and receive notices under this Agreement and their  
26 addresses include the following:

27 COUNTY

28 Catherine A. Huerta, Director  
Department of Social Services

CONTRACTOR

Executive Director, D. Mae Johnson, CEO  
Quality Groups Homes, Inc

2135 Fresno Street  
Crocker Building, First Floor  
Fresno, CA 93726

4928 E. Clinton, Suite 108  
Fresno, CA 93727

**38. CHANGE OF LEADERSHIP / MANAGEMENT**

Any and all notices between COUNTY and CONTRACTOR provided for or permitted under this Agreement or by law, shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party.

In the event of any change in the status of CONTRACTOR'S leadership or management, CONTRACTOR shall provide written notice to COUNTY within thirty (30) days from the date of change. Such notification shall include any new leader or manager's name, address and qualifications. "Leadership or management" shall include any employee, member, or owner of CONTRACTOR who either a) directs individuals providing services pursuant to this Agreement, b) exercises control over the manner in which services are provided, or c) has authority over CONTRACTOR's finances.

**39. GOVERNING LAW**

The parties agree, that for the purposes of venue, performance under this Agreement is to be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

**40. ENTIRE AGREEMENT**

This Agreement, including all exhibits, constitutes the entire agreement between CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless expressly included in this Agreement.

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

ATTEST:

**CONTRACTOR:**  
**QUALITY GROUP HOMES. INC.,**  
**INC.**

**COUNTY OF FRESNO**

By *D. Mae Johnson*

By *James J. Carr*  
Chairman, Board of Supervisors

Print Name: D. Mae Johnson

DEC 14 2010

Title: CEO  
Chairman of the Board, or  
President, or any Vice President

Date: 11/19/10

**BERNICE E. SEIDEL, Clerk**  
Board of Supervisors

By *Mae Rogers*

By *Sherry E. Carr, Deputy*

Print Name: Mae Rogers

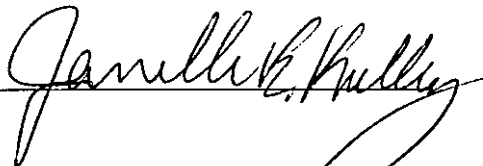
Title: Secretary  
Secretary (of Corporation), or  
any Assistant Secretary, or  
Chief Financial Officer, or  
any Assistant Treasurer

**PLEASE SEE ADDITIONAL  
SIGNATURE PAGE ATTACHED**

Mailing Address:  
4928 E. Clinton, Suite 108  
Fresno, California 93727

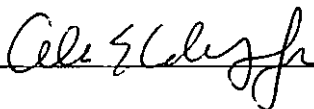
APPROVED AS TO LEGAL FORM:  
KEVIN BRIGGS, COUNTY COUNSEL

By



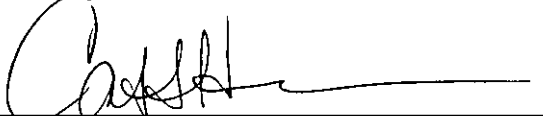
APPROVED AS TO ACCOUNTING FORM:  
VICKI CROW, C.P.A., AUDITOR-CONTROLLER/  
TREASURER-TAX COLLECTOR

By



REVIEWED AND RECOMMENDED FOR  
APPROVAL:

By



Catherine A. Huerta, Director  
Department of Social Services

Fund/Subclass: 0001/10000  
Organization: 56107001  
Account/Program: 7295



**SUMMARY OF SERVICES**

**ORGANIZATION:** Quality Group Homes, Inc

**SERVICES:** Supervised Visitation Services

**ADDRESS:** 4928 E. Clinton, Suite 108

**TELEPHONE:** (559) 252-1121

**CEO:** D. Mae Johnson

**CONTRACT PERIODS:** January 1, 2011 through June 2012  
July 1, 2012 through June 30 2013  
July 1, 2013 through June 30, 2014

**SCHEDULE OF SERVICES:**

The term of this Agreement will be for 18 months with two twelve month extensions.

**TARGET POPULATION:**

Quality will serve any child who is referred by the Department of Social Services (DSS) for Supervised Visitation Services (SVS). The children/youth involved with Child Welfare Services come under the jurisdiction of the Juvenile Dependency Court. All parents who receive Supervised Visitation Services will be involved in Court Ordered Family Reunification or Court related services and referred by the Department of Social Services, Child Welfare Services Division. Quality will provide SVS at a physical location in the targeted zip code area of 93727, a site where most of the children are removed from out-of-home care.

**PROJECT DESCRIPTION:**

Quality will ensure supervised visitations occur according to each child's court order as well as case plan to significantly preserve critical primary familial connections by providing services that support a strong premise of assisting each child in remaining connected to family supports per court order and case plan stipulation.

Quality will be flexible based on family needs available from 9:00 am-8:00 pm, Monday through Saturday as well as holidays. Quality will have flexible operation hours including afternoon, evenings and weekends.

**CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES:**

1. Quality will ensure supervised visitation between children and their parents, siblings and /or relatives occur with sufficient frequency to meet the child and family unit needs as well as the requirements of the case plan and court orders including the intensive use and integration of community resources to assist and support the family in achieving success.
2. Provide adequate supervised visitations between children and family per stipulations of the RFP (952-4872) striving to facilitate each visit for at least one hour.
3. Quality will serve all children and families referred by DSS for visitation services. Targeted families will include those living in the target location area of 93727.
4. Address where services are to be provided include: 4928 East Clinton Suite 109/209, Fresno, CA, 93727.
5. Quality will provide the following as stating in the RFP (952-4872):

Facility Requirements and Preferences

All facilities where services are provided are required to have:

- Visitation rooms no smaller than 10' x 10' in size
- Kitchen and dining facilities
- Adequate parking
- Handicapped accessibility
- Diapers & wipes
- Protective gloves & masks
- Toys for a variety of age groups
- Digital camera available to take pictures of children and family
- Provide regular janitorial service (State the frequency of service)
- Regular cleaning of toys (State the frequency and method of cleaning)

County prefers these additional amenities:

- Child size furniture
- Playground/outside fenced play area
- Videotape surveillance capability

Court Standards

The Court generally orders Supervised Visitation Services. Supervised Visitation Service providers and all documentation are subject to subpoena at

any time. Additionally, the Department reserves the right to visit the facility to observe visits and to review any and all records pertaining to Supervised Visitation Services at any time (with or without notice). The Rules of Court Standard are to be followed and adhered to by all selected vendor of services (<http://www.courtinfo.ca.gov/rules/>.)

#### Maintenance and Disclosure of Records

Professional providers will keep a record of the visits for each case; these records will be emailed to the DSS visitation in-box (to be provided) within three (3) days of the Visitation Service. The required report is attached and titled DSS Visitation Narrative Form. Any critical incident report will be provided no later than 24-hours following the incident. The email address is (to be provided). Within each Supervised Visitation Report the vendor will include:

- A written record of each contact and visit, including the date, time, and duration of the contact or visit
- Who attended the visit
- The professional provider who conducted the visit
- A summary of activities during the visit
- Actions taken by the provider, including any interruptions, terminations of a visit, and reasons for these actions
- An account of critical incidents, including physical or verbal altercations and threats
- Violations of protective or court visitation orders
- Any failure to comply with the terms and conditions of the visitation and
- Any incidence of abuse as required by law

Case recordings and supervised visitation reports will be limited to facts, observations, and direct statements made by the parties, not personal conclusions, suggestions, or opinions of the provider. All contacts by the provider in person, in writing, or by telephone with any party (County, Contractor or Family member), the children, the court, attorneys, mental health professionals, and referring agencies should be documented in the case file. All entries should be dated and signed by the person recording the entry.

If ordered by the Court, requested by the County under this bid, or requested by either party or the attorney for either party or the attorney for the child, a report about the supervised visit will be produced. These reports should include facts, observations, and direct statements and not opinions or recommendations regarding future visitation unless ordered by the Court.

Any identifying information about the parties and the child, including addresses, telephone numbers, places of employment, and schools, is confidential, should not be disclosed, and should be deleted from documents before releasing them to any Court, attorney, attorney for the child, party, mediator, evaluator, mental

health professional, non-county social worker, except as required in reporting suspected child abuse.

#### Confidentiality

Communications between parties and providers of Supervised Visitation Services are not protected by any privilege of confidentiality. Professional and therapeutic providers should, whenever possible, maintain confidentiality regarding the case except when:

- Ordered by the Court
- Subpoenaed to produce records or testify in Court
- Requested to provide information about the case by a mediator or evaluator in conjunction with a Court-Ordered mediation, investigation, or evaluation
- Required to provide information about the case by Department of Social Services; or
- Requested to provide information about the case by law enforcement

#### Delineation of Terms and Conditions

The provider bears the sole responsibility for enforcement of all the terms and conditions of any supervised visitation service provided herein. Unless otherwise ordered by the Court, the provider should:

- Monitor conditions to assure the safety and welfare of the child
- Enforce the frequency and duration of the visits as Ordered by the Court and County specified
- Avoid any attempt to take sides with any party
- Ensure that all contact between the child and the noncustodial party is within the provider's hearing and sight at all times, and that discussions are audible to the provider
- Speak in a language spoken by the child and the noncustodial party
- Allow no derogatory comments about the parent, his or her family, caretaker, child, or child's siblings
- Allow no discussion of the Court case or possible future outcomes
- Allow neither the provider nor the child to be used to gather information about the other party or caretaker or to transmit documents, information, or personal possessions unless permission has been granted by County
- Allow no spanking, hitting, or threatening the child
- Allow no visits to occur while the visiting party appears to be under the influence of alcohol or illegal drugs
- Allow no emotional, verbal, physical, or sexual abuse; and
- Ensure that the parties follow any additional rules set forth by the provider, Department of Social Services or the Court

Qualifications

A "professional provider" who is providing the services hereunder, is any person paid for providing supervised visitation services (parent coaching, supervised visitation or observed visitation), or an independent contractor, employee, intern, or volunteer operating through a supervised visitation center or agency. The selected contractor will ensure each staff providing supervised visitation services is fingerprinted and the fingerprints processed through a LiveScan and Child Abuse Index search process. The professional provider should:

- Be 21 years of age or older
- Have no conviction for driving under the influence (DUI) within the last 5 years
- Not have been on probation or parole for the last 10 years
- Have no record of a conviction for child molestation, child abuse, or other crimes against a person
- Have proof of automobile insurance if transporting the child
- Have no civil, criminal, or juvenile restraining orders within the last 10 years
- Have no current or past court order in which the provider is the person being supervised
- Be able to speak the language of the party being supervised and of the child, or the provider must provide a neutral interpreter over the age of 18 who is able to do so
- Have no conflict of interest with the clients, and
- Agree to adhere to and enforce the Court Order regarding supervised visitation

Training for Providers

Each bidder is required to demonstrate their ability to provide during each fiscal year of services, training opportunities for their staff which will include: informational materials about the role of a provider, the terms and conditions of supervised visitation, and the legal responsibilities and obligations of a provider under this standard. In addition yearly training opportunities will include the following subjects:

- The role of a professional and therapeutic provider
- Observation techniques
- Child abuse reporting laws
- Parenting training (to be approved by County)
- Culture Competency and Disproportionality of African-American families in Child Welfare
- Record-keeping procedures

- Screening, monitoring, and termination of visitation
- Developmental needs of children
- Legal responsibilities and obligations of a provider
- Cultural sensitivity
- First Aid and certification
- Conflicts of interest
- Confidentiality
- Civil Rights and
- Issues relating to substance abuse, child abuse, sexual abuse, and domestic violence

#### Safety and Security Procedures

All providers should make every reasonable effort to assure the safety and welfare of the child and adults during the visitation. Supervised visitation centers will establish a written protocol with the assistance of the local law enforcement agency that describes the emergency assistance and responses that can be expected from the local law enforcement agency. In addition, the Supervised Visitation Service provider will:

- Establish and state in writing minimum security procedures and inform the parties of these procedures before the commencement of supervised visitation.
- Conduct comprehensive intake and screening to assess the nature and degree of risk for each case.

The procedures for intake should include separate interviews with the parties before the first visit. During the interview, the provider should obtain identifying information and explain the reasons for temporary suspension or termination of a visit under this standard. If the child is of sufficient age and capacity, the provider should include the child in part of the intake or orientation process. Any discussion should be presented to the child in a manner appropriate to the child's developmental stage.

The Supervised Visitation Service provider will obtain during the intake process or will have obtained from the County:

- Copies of any protective order
- Current court orders
- Any Judicial Council form relating to supervised visitation orders
- A report of any written records of allegations of domestic violence or abuse and
- An account of the child's health needs if the child has a chronic health condition
- Establish written procedures that must be followed in the event a child is abducted during supervised visitation, and

- Suspend or terminate supervised visitation if the provider determines that the risk factors present are placing in jeopardy the safety and welfare of the child or provider

The observation narratives of visits will be emailed to the (to be provided) in-box within three (3) days of the visit.

#### Legal Responsibilities and Obligations of the Professional Provider

All providers of supervised visitation should:

- Advise the parties before commencement of supervised visitation that no confidential privilege exists
- Report suspected child abuse to the appropriate agency, as provided by law, and inform the parties of the provider's obligation to make such reports
- Suspend or terminate visitation under items listed in this section
- Keep recordings of all actions taken place regarding the supervised visitations
- Keep records in a secure area and secured in accordance with Division 19, Confidentiality of Information; (6)
- Prepare a written contract to be signed by the parties before commencement of the supervised visitation. The contract should inform each party of the terms and conditions of supervised visitation
- Review custody and visitation orders relevant to the supervised visitation
- Implement an intake and screening procedure, and
- Comply with additional requirements as stated within County request or Court Orders

#### Additional Requirements for Professional Providers

Supervised Visitation Providers should state the reasons for temporary suspension or termination of supervised visitation in writing and provide the written statement to the visitation parties, their attorneys, the attorney for the child, and the County immediately upon suspension, but no later than three (3) days following the Agency action.

The Visitation Center sites should be a home-like setting. Rooms should be clean, and well lit. Kitchen access should be available for families to prepare meals together, to eat together and to clean up together. The environment must be child friendly and the various visitation rooms need to be age appropriate in design and decoration. Examples include infant rooms with carpet on the floor for crawling and older visitation rooms with age appropriate activities for the family to engage in together. Visitation sites should offer a level of structure so that families can learn or re-learn how to interact appropriately.

**Administrative Requirements**

- Participate in regularly scheduled meetings with County contract management and programs staff
- Participate in team decision meetings or case staffing as required
- Ensure compliance with all of the Scope of Work requirements
- Meet or exceed Performance Outcomes
- Maintain case files for each individual participant
- Insure staff meet the Scope of Work training requirements
- Culture Competency and knowledge of the disproportionately of African-American families in Child Welfare
- Parenting training available for families (curriculum to be approved by County)
- Develop and maintain a written plan of maintenance/cleaning for visitation rooms, toys, and other supplies
- All visits will be referred to the selected vendor(s) by the County of Fresno, Department of Social Services, Child Welfare Services Visitation Coordinator
- Within 48 hours of receipt of an approved referral, the Contractor must make contact with family/care provider to coordinate a visit. Contractor will develop a system/ process to ensure parent/care provider visitation attendance (i.e. visitation reminders in writing or by phone)
- Appropriate activities for parents and children are planned or made available for each visit which can takes into consideration holidays and seasons; cultural, religious and ethnic differences of the clients who are served (list such planned activities)
- Special life events of a child such as birthdays are important celebratory events. A large room or an alternate location within the community where supervised visits for birthdays may occur will be secured/provided for these events
- Master calendar developed to reflect visitation scheduled time slots and staff utilization, and will be provided to County on a monthly basis
- All visits will be narrated on the standard visitation observation and report form provided by the County
- Provide a monthly statistical report to Department of Social Services no later than the 10th of each month. The monthly statistic report will address desired outcomes for supervised visitation and utilization of services. County will provide the contract vendor(s) with the statistical form
- The Contractor will notify the DSS Visitation Coordinator within 24 hours of any cancelled visits or "no-show" visits via the DSS visitation e-mail in-box
- Meet with County staff on a monthly basis to discuss contract and program services and objectives



- Meet with County staff on a scheduled basis to discuss the African American Emergent Parenting Program contract and program services and objectives
- Meet with County staff on a scheduled basis for Team Decision-Making and Reunification meetings at County specified locations

#### Parenting Classes:

Parenting Classes will be offered or coordinated through the Supervised Visitation Service provider, which will be available at one hour increments to the families being served herein. The curriculum to be used will be approved by the County, but will be identified within the submitted proposal. Several familial factors have been proposed to potentially buffer against risks and lower the likelihood that a child will become involved in violence. Parenting classes should address these factors and would include connectedness to family; stable family relationships; family and community support; clear and age-appropriate rules and expectations for children; conflict resolution and problem-solving skills; shared activities with parents; and community and cultural beliefs that support parents and families. All of the training to be made available to families will focus on the cultural issues around parenting strategies and values, related to the familial factors that provide a stable family life for a child. Parenting training services will be made available to families. The proposal will include a parenting training curriculum, with final approval of curriculum provided by the County through agreement with Contractor. Services will be based on one/class instructor per one hour of class provided.

#### Ratio of Children to Provider

Staffing shall be maintained at a 1:1 ratio: One (1) staff per visitation service unit or group, one (1) family group per visitation room, at any time. Other factors to consider for staffing ratios of children to a professional provider should be contingent on:

- The degree of risk factors present in each case
- The nature of supervision required in each case
- The number and ages of the children to be supervised during a visit
- The number of people visiting the child during the visit
- The duration and location of the visit; and
- The experience of the provider

#### Conflict of Interest

All providers should maintain neutrality by refusing to discuss the merits of the case or agree with or support one party over another. Any discussion between a provider and the parties should be for the purposes of arranging visitation and providing for the safety of the children. In order to avoid a conflict of interest, the provider 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 county in which the supervision is ordered unless specified in the employment contract, or
- Be in an intimate relationship with the person being supervised

#### Safety Considerations for Sexual Abuse Cases

In cases where there are allegations of sexual abuse, in addition to the requirements of the safety and security procedures above, the provider should comply with the following terms and conditions, unless otherwise ordered by the Court:

- 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 diapers, or accompanying the child to the bathroom
- Allow no whispering, passing notes, hand signals, or body signals; and
- Allow no supervised visitation in the location where the alleged sexual abuse occurred

#### Types and Levels of Visitation

Provider must be able to offer Supervised Visitation Services at least the following levels:

One (1) Supervised Visit will be defined as 60 minutes/per one (1) Professional Provider; the child or children in Child Welfare Services under case management; and their family members who are present for the supervised visit (categorized below as referred by County).

Parent Coaching: interactive and possibly directing to enhance parenting skills. Parent coaching helps parent(s) become aware of their beliefs about child rearing and other important areas relating to parenthood. The coach also can teach you the ins and outs of infant care. Coaches focus on the day-to-day activities of motherhood, providing the parenting skills you need to build self-confidence. A supervised visit referral can run from 60 minutes or as determined by the Department of Social Services, Child Welfare Services Division. All supervised visit referrals must be approved by the County.

The following is just a sample of the many parenting topics that can be provided by the Professional Provider:

- Approaches to Raising Children
- Understanding the Source of a Child's Behavior

- Helping Children Build Healthy Self-Esteem
- Communicating Effectively
- Influencing Your Children Positively
- How Children Think
- Reducing Stress in Your Family
- Resolving Family Conflicts
- Communicating Effectively
- Influencing Your Children Positively

Supervised Visitation: The Professional Provider has constant auditory and visual contact with family. As a supervised visitation provider, every effort to keep the child safe and supported during the child's visit with the family member will be made. Professional Provider's job is to make sure that the children involved in the visits are safe and free from any unnecessary stress. Professional Provider will be present at all times during the visit, they will listen to what is being said, and will pay close attention to the child's behavior during the visit. All supervised visit referrals are determined by the Department of Social Services, Child Welfare Services Division, and all visits must be approved by the County.

Observed Visitation: The Professional Provider has intermittent visual and auditory observation of the child and family. As a supervised visitation provider, you agree the family has progressed to the last stage before County and Courts grant extended unsupervised visitation. The family has established understanding of the parenting skills needed to be successful with their children. The Observed Visitation is completed no less than every 15 minutes, where the family interaction is observed, noted and the Professional Provider is comfortable with the relationship between the parent, family members and child. All supervised visit referrals are determined by the Department of Social Services, Child Welfare Services Division, and all visits must be approved by the County.

The initial task is to assess which level of visitation is required and based on that assessment, the goal will be to move towards decreasing the level of supervision (i.e. Parent Coaching to Supervised Visitation and then to Observed Visitation.) The ultimate goal in all cases is to safely work towards reunification where at all possible.

#### Temporary Suspension or Termination of Supervised Visitation

All providers should make every reasonable effort to provide a safe visit for the child and the non-custodial party(ies). However, if a provider determines that the rules of the visit have been violated, the child has become acutely distressed, or the safety of the child or the provider is at risk, the visit may be temporarily interrupted, rescheduled at a later date, or terminated. All interruptions or terminations of visits should be recorded in the case file. All

providers should advise both parties of the reasons for interruption of a visit or termination.

**COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:**

1. Designating a contact person for CONTRACTOR to communicate with when necessary.
2. Meet with CONTRACTOR monthly or as often as needed, to exchange pertinent information, resolve problems, and work together to coordinate referrals and services.
3. According to the California Department of Social Services, the minimum visitation requirements for children with their parent, siblings and grandparents may be no less than once every six months; to, once every six calendar months (in certain instances). Visitation for one family can occur two times per week or as few as two times per month. A supervised visit referral will run 60 minutes or fractions thereof as determined by the Department of Social Services, Child Welfare Services Division. All supervised visit referrals must be approved by the County.
4. For each of the cases within a social work caseload, it is expected the social work staff will visit with the family approximately one time per month. It is also expected the Department of Social Services' Social Worker will arrange for the child to visit with the parents, grandparents, siblings or grandparents who are named within the individual child's case plan. The social worker arranges for visits between the child and grandparents, as determined in the child's case plan, for children receiving Court-Ordered Family Reunification Services. Within the Supervised Visitation Services, it is estimated that 1,243 children and their family members will be referred to Supervised Visitation Services secured through this RFP on an annual basis by the Department of Social Services.

**PERFORMANCE MEASUREMENTS:**

Overall Service Objective:

CONTRACTOR will provide quarterly reports on outcome measures as outlined and provide highlights of accomplishments including client vignettes/success stories.

PERFORMANCE OUTCOMES	PERFORMANCE MEASURES	EXPECTED LEVEL OF PERFORMANCE
1. Improved Parent-child attendance at the scheduled supervised visit	Number of visits completed vs. number of visit scheduled	90% of scheduled visits are completed
2. Maximize the number of supervised visits that are to be provided.	Number of visitation rooms available during an hour x hours available per day/week/mo./year. Compare to the number of visitation rooms actually utilized based on hours x hours per day/week/mo./year.	90% of the available visitation room hours that are available are utilized for visitation services.
3. Parent progress in visitation reflects the parent's progress in meeting case plan goals.	The documentation provided during supervised visitation reflects the parent's strengths and challenges regarding visitation with the child accurately. The interventions provided by the contracted provider will be clearly documented and will directly relate to the visitation challenges.	The Department will measure the contracted agency's ability to meet case plan goals and improved child well-being through documentation. The documentation will clearly identify supervised visitation service hours and how those facilitate meeting case plan goals. It will be an expectation that the social worker, visitation coordinator, or visitation supervisor have communicated regarding the case plan activities and goals (for example: reunification with parent or guardian; parent will demonstrate he/she is able to meet the needs of his/her child; etc.). Documentation will be submitted timely (within 3 days of completion of the visit) for evaluation by the visitation supervisor and assigned social worker.

**QUALITY GROUP HOMES****January 1, 2011 TO June 30, 2012****Specification of Deliverables**

Service Unit	Cost per Supervised Visit	Max. number of Hours of Visits to be provided per month	Cost per Month	Cost per 18 Month Period
60 minutes (1 unit) of Parent Coaching	\$44.60	50	\$2,230	\$40,140
60 minutes (1 unit) of Supervised Visitation	\$43.29	100	\$4,329	\$77,922
60 Minutes (1 unit) of Observed Visitation	\$42.00	9	\$378	\$6,804
Parenting Training Classes	Cost per Training Class	Max. number to be provided per month	Cost per Month	Cost per 18 Month Period
60 minutes 1 unit) of Parenting Training Classes	\$173	Maximum of 2 per month	\$346	\$6,228

**TOTALS:****\$131,094 = 18 MONTHS****\$7,283 = 1 month**

**QUALITY GROUP HOMES****July 1, 2012 TO JUNE 30, 2013****SPECIFICATION OF DELIVERABLES**

Service Unit	Cost per Supervised Visit	Max. number of Hours of Visits to be provided per month	Cost per Month	Cost per 12 Month Period
60 minutes (1 unit) of Parent Coaching	\$44.60	50	\$2,230	\$26,760
60 minutes (1 unit) of Supervised Visitation	\$43.29	100	\$4,329	\$51,948
60 Minutes (1 unit) of Observed Visitation	\$42.00	9	\$378	\$4,536
Parenting Training Classes	Cost per Training Class	Max. number to be provided per month	Cost per Month	Cost per 12 Month Period
60 minutes 1 unit) of Parenting Training Classes	\$173	Maximum of 2 per month	\$346	\$4,152

**TOTAL:****\$87,396 =12 MONTHS**

**QUALITY GROUP HOMES****July 1, 2013 TO JUNE 30, 2014****SPECIFICATION OF DELIVERABLES**

Service Unit	Cost per Supervised Visit	Max. number of Hours of Visits to be provided per month	Cost per Month	Cost per 12 Month Period
60 minutes (1 unit) of Parent Coaching	\$44.60	50	\$2,230	\$26,760
60 minutes (1 unit) of Supervised Visitation	\$43.29	100	\$4,329	\$51,948
60 Minutes (1 unit) of Observed Visitation	\$42.00	9	\$378	\$4,536
Parenting Training Classes	Cost per Training Class	Max. number to be provided per month	Cost per Month	Cost per 12 Month Period
60 minutes (1 unit) of Parenting Training Classes	\$173	Maximum of 2 per month	\$346	\$4,152

**TOTAL:****\$87,396 =12 MONTHS**



**NOTICE OF CHILD ABUSE REPORTING LAW**

The undersigned hereby acknowledges that Penal Code section 11166 and the contractual obligations between **County of Fresno (COUNTY)** and **QUALITY GROUP HOMES, INC.**, require that the undersigned report all known or suspected child abuse or neglect to one or more of the agencies set forth in Penal Code (P.C.) section (§) 11165.9.

For purposes of the undersigned's child abuse reporting requirements, "child abuse or neglect" includes physical injury inflicted by other than accidental means upon a child by another person, sexual abuse as defined in P.C. §11165.1, neglect as defined in P.C. §11165.2, willful cruelty or unjustifiable punishment as defined in P.C. §11165.3, and unlawful corporal punishment or injury as defined in P.C. §11165.4.

A child abuse report shall be made whenever the undersigned, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the undersigned knows or reasonably suspects has been the victim of child abuse or neglect. (P.C. §11166.) The child abuse report shall be made to any police department or sheriff's department (not including a school district police or security department), or to any county welfare department, including Fresno County Department of Social Services' 24 Hour CARELINE. (See PC §11165.9.)

For purposes of child abuse reporting, a "reasonable suspicion" means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect. The pregnancy of a child does not, in and of itself, constitute a basis for reasonable suspicion of sexual abuse. (P.C. §11166(a)(1).)

Substantial penalties may be imposed for failure to comply with these child abuse reporting requirements.

Further information and a copy of the law may be obtained from the County of Fresno Department head or designee.

I have read and understand the above statement and agree to comply with the child abuse reporting requirements.

  
SIGNATURE

11/19/10  
DATE

**QUALITY GROUP HOMES****January 1, 2011 to June 30, 2012****SPECIFICATION OF DELIVERABLES**

<b>Service Unit</b>	<b>Cost per Supervised Visit</b>	<b>Max. number of Hours of Visits to be provided per month</b>	<b>Cost per Month</b>	<b>Cost per 18 Month Period</b>
60 minutes (1 unit) of Parent Coaching	\$44.60	50	\$2,230	\$40,140
60 Minutes (1 unit) of Supervised Visitation	\$43.29	100	\$4,329	\$77,922
60 Minutes (1 unit) of Observed Visitation	\$42.00	9	\$378	\$6,804
<b>Parenting Training Classes</b>	<b>Cost per Training Class</b>	<b>Max. number to be provided per month</b>	<b>Cost per month</b>	<b>Cost per 18 month Period</b>
60 minutes (1 unit) of Parenting Training Classes	\$173	Maximum of 2 per month	\$346	\$6,228

**TOTAL:****\$131,094 = 18 MONTHS****\$7,283 = 1 month**

**QUALITY GROUP HOMES****July 1, 2012 to June 30, 2013****SPECIFICATION OF DELIVERABLES**

<b>Service Unit</b>	<b>Cost per Supervised Visit</b>	<b>Max. number of Hours of Visits to be provided per month</b>	<b>Cost per Month</b>	<b>Cost per 12 Month Period</b>
60 minutes (1 unit) of Parent Coaching	\$44.60	50	\$2,230	\$26,760
60 Minutes (1 unit) of Supervised Visitation	\$43.29	100	\$4,329	\$51,948
60 Minutes (1 unit) of Observed Visitation	\$42.00	9	\$378	\$4,536
<b>Parenting Training Classes</b>	<b>Cost per Training Class</b>	<b>Max. number to be provided per month</b>	<b>Cost per month</b>	<b>Cost per 12 month Period</b>
60 minutes (1 unit) of Parenting Training Classes	\$173	Maximum of 2 per month	\$346	\$4,152

**TOTAL:**  
**\$87,396 = 12 MONTHS**

**QUALITY GROUP HOMES****July 1, 2013 to June 30, 2014****SPECIFICATION OF DELIVERABLES**

<b>Service Unit</b>	<b>Cost per Supervised Visit</b>	<b>Max. number of Hours of Visits to be provided per month</b>	<b>Cost per Month</b>	<b>Cost per 12 Month Period</b>
60 minutes (1 unit) of Parent Coaching	\$44.60	50	\$2,230	\$26,760
60 Minutes (1 unit) of Supervised Visitation	\$43.29	100	\$4,329	\$51,948
60 Minutes (1 unit) of Observed Visitation	\$42.00	9	\$378	\$4,536
<b>Parenting Training Classes</b>	<b>Cost per Training Class</b>	<b>Max. number to be provided per month</b>	<b>Cost per month</b>	<b>Cost per 12 month Period</b>
60 minutes (1 unit) of Parenting Training Classes	\$173	Maximum of 2 per month	\$346	\$4,152

**TOTAL:**  
**\$87,396 = 12 MONTHS**

**COMPREHENSIVE YOUTH SERVICES****July 1, 2014 to September 30, 2014****SPECIFICATION OF DELIVERABLES**

<b>Service Unit</b>	<b>Cost per Supervised Visit</b>	<b>Max. number of Hours of Visits to be provided per month</b>	<b>Cost per Month</b>	<b>Cost per 3 Month Period</b>
60 minutes (1 unit) of Parent Coaching	\$44.60	225	\$10,035	\$30,105
60 Minutes (1 unit) of Supervised Visitation	\$43.29	None		
60 Minutes (1 unit) of Observed Visitation	\$42.00	None		
<b>Parenting Training Classes</b>	<b>Cost per Training Class</b>	<b>Max. number to be provided per month</b>	<b>Cost per month</b>	<b>Cost per 3 month Period</b>
60 minutes (1 unit) of Parenting Training Classes	\$173	None		

**TOTAL:**  
**\$30,105 = 3 MONTHS**