

# **CONTRACT BETWEEN COUNTY OF LAKE AND LAKE COUNTY OFFICE OF EDUCATION FOR PROBATION FAMILY PRO SERVICES**

This Contract is made and entered into by and between the County of Lake through its Department of Social Services, hereinafter referred to as "LCDSS", and the Lake County Office of Education – Healthy Start, hereinafter referred to as "Contractor", collectively referred to as the "parties". The LCDSS Director shall administer this Contract on behalf of LCDSS.

## **1. TERM**

This Contract shall commence on July 1, 2018, and shall terminate on June 30, 2019, unless earlier terminated as hereinafter provided. In the event LCDSS desires to temporarily continue services after the expiration of this Contract, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.

## **2. COMPENSATION**

Contractor has been selected by LCDSS and Lake County Probation to provide the services described hereunder in Exhibit "A" (Scope of Work), incorporated herein by this reference. Compensation to Contractor shall not exceed thirty-six thousand dollars (\$36,000.00).

Contractor shall provide an in-kind match equal to 30% of expended Supportive and Therapeutic Options (STOP) funds. The in-kind match will be met by Contractor using its own funds to compensate the Healthy Start Director and Administrative Assistant for their time spent in supervisory and administrative duties related to this Contract.

LCDSS shall compensate Contractor for services in accordance with Exhibit "B" (Fiscal Provisions), attached hereto and incorporated herein. Compensation to Contractor is contingent upon appropriation of federal, state and county funds.

## **3. TERMINATION**

This Contract may be terminated by mutual consent of the parties or by the LCDSS Director upon 30 days written notice to Contractor.

In the event of non-appropriation of funds for the services provided under this Contract, LCDSS Director will terminate this Contract, without termination charge or other liability.

Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination.

## **4. MODIFICATION**

This Contract may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and LCDSS Director.

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**5. NOTICES**

All notices between the parties shall be in writing addressed as follows:

LCDSS  
P O Box 9000  
Lower Lake, CA 95457

Lake County Office of Education  
1152 S Main St  
Lakeport, CA 95453

Lake County Probation  
201 S. Smith St.  
Lakeport, CA 95453

**6. EXHIBITS**

The Contract Exhibits, as listed below, are incorporated herein by reference:

Exhibit A – Scope of Services  
Exhibit B – Fiscal Provisions  
Exhibit C – Compliance Provisions

**7. TERMS AND CONDITIONS**

Contractor warrants that it will comply with all terms and conditions of this Contract and Exhibits, and all other applicable federal, state and local laws, regulations and policies.

This Contract constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior contracts, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

Executed at \_\_\_\_\_, California on \_\_\_\_\_.

COUNTY OF LAKE

CONTRACTOR

\_\_\_\_\_  
CHAIR, Board of Supervisors

   
\_\_\_\_\_  
Superintendent of Schools

ATTEST: CAROL J. HUCHINGSON  
Clerk to the Board of Supervisors

APPROVED AS TO FORM:  
ANITA L. GRANT

By: \_\_\_\_\_

County Counsel   
By: \_\_\_\_\_

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## **EXHIBIT "A" – SCOPE OF SERVICES**

### **1. DESCRIPTION OF SERVICES**

Lake County Office of Education – Healthy Start will provide a Family Positive Response and Outcomes (Family PRO) program for families with children identified as at-risk of entering the juvenile justice system referred by Probation. The Family PRO program will use evidence-based practices to achieve the following outcomes:

- Increase family's ability to meet minimum basic needs.
- Promote family's understanding of child safety and well-being.
- Promote family functioning and parenting efficacy.
- Increase family understanding of healthy adolescent development.
- Increase academic success for youth.
- Reduce recurrence of delinquency and chronic absenteeism.

Specific services will include but not be limited to the following:

- Within 14 days of receipt of a referral from Probation, make 5-7 attempts to contact the family, including unscheduled home visits.
- Maintain contact log for each family detailing the date and method of contact.
- Upon successful contact, perform weekly school site and/or home visits for the first 30 days to complete all required paperwork including the Family Intake, Authorization to Exchange Information form, Freedom of Choice form, and Safety Mapping worksheet.
- Within 30 days of successful contact, develop case plan with both long and short term goals and timeline for completion. Case plans will be reviewed and updated every 45 days.
- Refer youth and family for additional support, resources, and services, as necessary.
- Upon completion of 30 days of services, reevaluate family based on participation, progress and need.
- Provide dedicated staff for FPDR services.
- Participate in meetings with Probation staff.
- Use the Family Development Matrix assessment tool and electronic case management system.
- Insure appropriate cultural support for referred families.
- Participate in recommended training as needed to promote consistency and quality of service delivery.
- Provide quarterly case update reports to Probation.
- Provide documentation of service refusal to Probation within 30 days of family's refusal of services.

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## **EXHIBIT "B" – FISCAL PROVISIONS**

### **1. BUDGET**

The Contractor shall submit, in advance, a detailed budget, in the format approved by LCDSS for review and approval by the Director. Contractor shall be compensated only for expenses included in the approved budget. Modification to the budget must be approved in advance by the Director.

### **2. EXPENDITURE OF FUNDS**

A. Contract funds shall not be used to purchase food or promotional merchandise or to attend conferences unless specifically approved in the budget.

B. Contract funds shall not be used to purchase computers, printers, software or any related equipment unless specifically approved in the budget.

C. Director reserves the right to refuse payment to Contractor or disallow costs for any expenditure determined to be unreasonable, out of compliance, or inappropriate to the services provided hereunder.

### **3. EQUIPMENT PURCHASED WITH CONTRACT FUNDS**

Contractor shall maintain an inventory of all equipment purchased with Contract funds and shall submit a copy of said inventory along with Contractor's June invoice or upon termination of the Contract. All equipment purchased with Contract funds is the property of LCDSS and shall be delivered to LCDSS if no longer needed or upon termination of the Contract.

### **4. CONTRACTOR'S FINANCIAL RECORDS**

Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

### **5. INVOICES**

A. Contractor shall submit quarterly invoices, in the format approved by LCDSS, based on actual expenses, no later than the 20<sup>th</sup> of the month following the quarter in which services were provided, except for the final quarter of the fiscal year (April, May, and June).

B. For the final quarter of the fiscal year:

1. Funding for this Contract is appropriated on a fiscal year basis. LCDSS is not able to compensate Contractor after the close of the fiscal year period.

2. To ensure Contractor is properly compensated, Contractor shall submit invoices based on estimated expenses, including all anticipated costs, no later than June 5, 2018.
3. Contractor shall follow up by submitting invoices for actual expenses, as stated hereinabove in Paragraph 5A., including remittance of the full amount of any overpayment that occurred in the event estimated expenses exceeded actual.

C. LCDSS shall review and approve Contractor's invoices and make payment within fifteen (15) days of approval.

A. Contractor warrants that it shall comply with all audit requirements established by LCDSS and will provide a copy of Contractor's Annual Independent Audit Report, if applicable.

B. LCDSS shall conduct periodic audits of Contractor's financial records, notifying Contractor no less than 48 hours prior to scheduled audit. Said notice shall include a detailed listing of the records required for review. Contractor shall allow LCDSS, or other appropriate entities designated by LCDSS, access to all financial records pertinent to this Contract.

C. Contractor shall reimburse LCDSS for audit exceptions within 30 days of written demand or shall make other repayment arrangements subject to the approval of Director.

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## **EXHIBIT "C" – COMPLIANCE PROVISIONS**

### **1. INFORMATION INTEGRITY AND SECURITY**

A. Contractor ensures that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with Welfare and Institutions Code Section 10850, LCDSS MEDS Data Privacy and Security Agreement, Lake County Information Security Policy, Health Insurance Portability and Accountability Act (HIPAA), and all other applicable laws, regulations and policies.

B. Contractor shall immediately notify LCDSS of any known or suspected breach of personal, sensitive and confidential information related to Contractor's work under this Contract.

### **2. NON-DISCRIMINATION**

A. Contractor shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

B. Contractor shall comply with and annually sign the LCDSS "Assurance of Compliance" form.

### **3. ABUSE REPORTING REQUIREMENTS**

A. Contractor shall ensure that all known or suspected instances of child abuse or neglect, as defined in Penal Code Section 11165, are reported to LCDSS Child Welfare Services.

B. Contractor shall ensure that all known or suspected instances of elder abuse as defined in Welfare and Institutions Code 15610, are reported to LCDSS Adult Protective Services.

### **4. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

A. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

2. Have not, within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and

4. Have not, within a three-year period preceding this Contract, had one or more public transactions terminated for cause or default.

B. Contractor shall report immediately to Director, in writing, any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by Director.

**5. CHILD SUPPORT**

Contractor shall comply with Public Contract Code Section 7110(a), recognizing the importance of child and family support obligations and enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code.

**6. PAYROLL TAXES AND DEDUCTIONS**

Contractor shall promptly forward payroll taxes, insurances, and contributions to designated governmental agencies.

**7. CONTRACTS IN EXCESS OF \$100,000**

Contractor shall comply with all applicable orders or requirements issued under the following laws:

- A. Clean Air Act, as amended (42 USC 1857).
- B. Clean Water Act, as amended (33 USC 1368).
- C. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)
- D. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).
- E. Public Contract Code Section 10295.3.

**8. INDEMNIFICATION AND HOLD HARMLESS**

Contractor shall indemnify and defend the County of Lake and its officers, employees, and agents against and hold them harmless from any and all claims losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County of Lake,



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whether for damage to or loss of property, or injury to or death of person, including properties of County of Lake and injury to or death of County of Lake officials, employees or agents, arising out of, or connected with Contractor's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County of Lake.

### **9. STANDARD OF CARE**

Contractor represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices.

### **10. INTEREST OF CONTRACTOR**

Contractor assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

### **11. INSURANCE**

A. Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.

B. Contractor shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

C. Contractor shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.

D. Contractor shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement caused by errors, omissions or other acts for which Contractor is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).

E. Contractor shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to County certificates of insurance naming the County of Lake as additional insured. Contractor agrees to provide to County, at least 30 days prior to expiration date, a new certificate of insurance.

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F. In case of any subcontract, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.

G. For any claims related to the work performed under this Agreement, the Contractor's insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

H. The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insured's and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 10 11 85. Contractor shall not commence work under this Agreement until Contractor has had delivered to County the Additional Insured Endorsements required herein. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

I. Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provisions of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

J. Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

**12. ATTORNEY'S FEES AND COSTS**

If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such part may be entitled.

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## **13. ASSIGNMENT**

Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of Director except that claims for money due or to become due Contractor from LCDSS under this Contract may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to LCDSS. Any attempt at assignment of rights under this Contract except for those specifically consented to by both parties or as stated above shall be void.

## **14. INDEPENDENT CONTRACTOR**

It is specifically understood and agreed that, in the making and performance of this Contract, Contractor is an independent contractor and is not an employee, agent or servant of County. Contractor is not entitled to any employee benefits. LCDSS agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

Contractor is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Contract (including without limitation, unemployment insurance, social security and payroll tax withholding.)

## **15. OWNERSHIP**

All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder are the property of LCDSS.

## **16. ADHERENCE TO APPLICABLE DISABILITY LAW**

Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

## **17. HIPAA COMPLIANCE**

Contractor will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.

## **18. SAFETY RESPONSIBILITIES**

Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Contractor agrees that in the performance of work under this Agreement,

