

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND  
CHILDREN FIRST COUNSELING CENTER**

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This agreement is entered into between the County of Tehama, through its Department of Social Services, (“County”) and Children First Counseling Center, (“Contractor”) for the purpose of providing Functional Family Therapy services, through the Child Abuse Prevention, Intervention, and Treatment Program (CAPIT), to eligible Tehama County individuals and families.

1. **RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall provide services in accordance with the Scope of Work, Exhibit C, attached hereto and made a part of this contract.

2. **RESPONSIBILITIES OF THE COUNTY**

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement.

3. **COMPENSATION**

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit “D” after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed \$70,000.00 per year. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay

all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

On or before the 15<sup>th</sup> of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month, (See Exhibit E, attached hereto and made part of this document). Contractor may reproduce invoice in their own format, as long as it contains all of the same categories as Exhibit E.

County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5. **TIMELY SUBMISSION**

Notwithstanding section #4, Contractor shall submit a final undisputed invoice for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of the County under this Agreement have ceased and that no further payments are due or outstanding. County will not honor any delinquent invoice. Contractor will be deemed to have forfeited its right to payment and shall have no claim against County for payment, of any kind whatsoever, for any delinquent invoice.

6. **TERM OF AGREEMENT.**

This agreement shall commence on July 1, 2017 and shall terminate on June 30, 2019, unless terminated in accordance with section 6 below.

7. **TERMINATION OF AGREEMENT.**

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this

agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Director, the Chairperson of the Tehama County Board of Supervisors or the Purchasing Agent, as indicated on the signatory page.

8. **ENTIRE AGREEMENT; MODIFICATION.**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto.

Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

9. **NONASSIGNMENT OF AGREEMENT.**

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

10. **EMPLOYMENT STATUS.**

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for

payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

11. **INDEMNIFICATION.**

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

12. **INSURANCE.**

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements for Contractor," attached hereto and incorporated by reference.

13. **PREVAILING WAGE**

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and

“maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to that extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a “public work.” To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Codes section 1771.1(a)).

Contractor acknowledges that no contractor or subcontractor may be awarded a contract for public works on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5

If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

14. **NON-DISCRIMINATION**

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

15. **GREEN PROCUREMENT POLICY**

Tehama County Resolution No. 49-2002, the Green Procurement Policy (available upon request) supports recycling and waste reduction, and promotes the purchase of products made with recycled materials when product fitness and quality are equal and they are available at no more than the total cost of non-recycled products. Contractor is encouraged to conform to this policy.

16. **COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

17. **LAW AND VENUE**

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

18. **AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

19. **NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

<b>NOTICES TO COUNTY:</b>	<b>NOTICES TO CONTRACTOR:</b>
Amanda Sharp, Director Tehama County Department of Social Services P. O. Box 1515 Red Bluff, CA 96080	Mike Logan Children First Counseling Center PO Box 950 Red Bluff CA 96080 530-528-2938
<b>REPORTS TO COUNTY:</b>	<b>PERSON RESPONSIBLE FOR REPORTING:</b>
Shannon Anthony, Supervising Staff Services Analyst Tehama County Department of Social Services PO Box 1515 Red Bluff CA 96080 530-528-4060	Mike Logan Children First Counseling Center PO Box 950 Red Bluff CA 96080 530-528-2938
<b>INVOICES SUBMITTED TO COUNTY:</b>	<b>PERSON RESPONSIBLE FOR INVOICING:</b>
Shelley Zimmerman, Deputy Director Tehama County Department of Social Services P.O. Box 1515 Red Bluff, CA 96080 OR delivered in person to: 310 S. Main Street., Red Bluff, CA 96080 Phone: 530-528-4186	Julie Spencer Children First Counseling Center PO Box 950 Red Bluff CA 96080 530-528-2938

Notice shall be deemed to be effective two days after mailing.

20. **RESOLUTION OF AMBIGUITIES**

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor such provision shall be construed against the party who drafted the Agreement or such provision.

21. **NO THIRD PARTY BENEFICIARIES**

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

22. **NON-EXCLUSIVE AGREEMENT:**

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

23. **EXHIBITS**

Contractor shall comply with all provisions of Exhibits A through E, attached hereto and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

24. **STANDARDS OF THE PROFESSION**

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

25. **LICENSING OR ACCREDITATION**

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

26. **OWNERSHIP OF DOCUMENTS**

All documents, notes, reports, electronic storage media, plans or any other materials produced by Contractor during the term of this agreement for any purpose related to the agreement shall become the property of the County. Contractor shall deliver, upon full payment by the County for services rendered hereunder, all such materials to County.

27. **DOCUMENTS AND RETENTION**

1. Contractor and County agree to retain all documents relevant to this agreement for five years from the termination of the agreement or until all audits, Federal and/or State, are complete, whichever is later. Upon request, Contractor shall make available these records to the County, State or Federal government representatives.
2. "Contractor shall provide County all finished and unfinished reports, data, studies, photographs, charts and other documents prepared by Contractor pursuant to this agreement, should this agreement be terminated."
3. Contractor shall develop and maintain records concerning the services provided pursuant to this agreement. Contractor shall also provide all information necessary for quarterly reports or other reports required by County, State or the Federal government. Contractor shall fully cooperate with the County in providing any information needed by any governmental entity concerning this agreement.

28. **SEXUAL HARASSMENT**

Contractor shall not employ sexual harassment or discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including

assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor shall provide services in accordance with Exhibit B, Nondiscrimination Clause, attached hereto, and the Tehama County Sexual Harassment Policy, available upon request; both made part of this agreement.

29. **CONFLICT OF INTEREST**

Contractor and Contractor's employees shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this agreement.

30. **CONFIDENTIALITY**

The intent of this agreement is for the Contractor to provide CAPIT services to eligible Tehama County individuals and families. However, should specific information regarding the County's clients become known to Contractor, the following confidentiality rules shall apply:

- a. Contractor shall require all employees, volunteers, agents, and officers to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Manual of Policies and Procedures (MPP) Division 19, which provide that:
  - 1.) All applications and records concerning any individual made or kept by Contractor shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program.
  - 2.) No person shall publish, disclose, use, permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.
  - 3.) No person shall publish, disclose, use, permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient, except as provided by law.
- b. Contractor shall ensure all employees, volunteers, agents, and officers comply with the above provisions, and shall inform all employees, agents and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.

- c. During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.
- d. Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any and all patient, client, or resident medical information, which may be viewed in the process of doing his/her/its contracted services. The Contractor understands that he/she/its is subject to all of the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA); Title 42, Section 2.1 through 2.67-1, Code of Federal Regulations; and Confidentiality of Medical Information Act [Part 2.6 (commencing with Section 56)] of Division 1 of the Civil Code. Violation of the confidentiality of patient, client or resident medical information may result in federally imposed fines and penalties and the cancellation of this agreement.

31. **AVAILABILITY OF FUNDS**

All funding under this agreement is subject to the availability of Federal, State and County funds. If at any time during the period covered by this agreement the funding from any source is discontinued or decreased, this agreement shall no longer be binding upon the County or the Contractor, effective with the date funding is discontinued or decreased.

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

32. **MONITORING, VIOLATIONS, BREACHES OF AGREEMENT**

The County may monitor the Contractor's performance to assure compliance with the terms, conditions and specifications of this agreement.

Contractor shall develop and make known to recipients the procedure for presenting grievances or complaints regarding services and shall be able to present the procedure to

County at any time. This shall include informing recipients of their right to a State hearing.

The County may take appropriate remedies, such as fiscal penalties or withhold payment in instances whereas the Contractor or any person employed by Contractor, in any capacity during the progress of the work, whether by negligence or otherwise breach or violate any provision of this agreement.

33. **MISCELLANEOUS PROVISIONS**

Contractor will recognize the mandatory standards and policies relating to energy efficiency in the state energy conservation plan. {Title 24, California Administrative Code}.

If the amount of this agreement is in excess of \$10,000.00, Contractor is required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60).

If the amount of this agreement is in excess of \$100,000.00, Contractor is required to comply with Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

34. **DUPLICATION OF SERVICES AND REFERRALS**

Contractor, contractors' employees and partners, and any Sub-Contractors agree to refer clients to other existing services as appropriate. New and Existing services shall be coordinated to prevent duplication of services.

Contractor certifies, by signing this agreement, that the services being provided would not otherwise be available to registrants free of charge in the absence of County funding.

**IN WITNESS WHEREOF**, County and Contractor have executed this agreement on the day and year set forth below.

**TEHAMA COUNTY DEPARTMENT  
OF SOCIAL SERVICES**

Date: 5/12/17

  
\_\_\_\_\_  
Amanda Sharp, Director

**CHILDREN FIRST COUNSELING  
CENTER**

Date: 4.10.17

  
\_\_\_\_\_  
Mike Logan, Executive Director

102768  
Vendor Number

Exhibit A

**INSURANCE REQUIREMENTS FOR CONTRACTOR**

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

#### Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Tehama County, its elected officials, officers, employees and volunteers” as an additional insured.

The certificate holder shall be “County of Tehama.”

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor’s liability to County and will be the sole responsibility of Contractor.

#### Primary Insurance Coverage

For any claims related to this project, Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

#### Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that “coverage shall not be reduced or canceled without 30 days’ prior written notice certain to the County.”

#### Acceptability of Insurers

Contractor’s insurance shall be placed with an insurance carrier holding a current A.M. Best & Company’s rating of not less than A:VII unless otherwise acceptable to the County. The County

reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

#### Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

#### Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

#### Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

#### Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

## **EXHIBIT B**

### **NONDISCRIMINATION CLAUSE**

The Contractor agrees to comply with Title VI 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; the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic 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 35], 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 age, sex, color disability, national origin, race, marital status, religion or political affiliation 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; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement. THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and HEREBY GIVES ASSURANCE 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. By ACCEPTING THE ASSURANCE, the 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 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 assurance, 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 assurance. This ASSURANCE is binding on the Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

**EXHIBIT C  
SCOPE OF WORK**

**Child Abuse Prevention, Intervention, and Treatment (CAPIT)  
Scope of Work**

**Service Provided by:** Children First

**Program Description:** Functional Family Therapy (FFT)

FFT is a short-term, high quality intervention program with an average of 12 sessions over a 3-5 month period. Services are conducted in both clinic and home settings and can be provided in a variety of settings including schools, child welfare facilities, probation and parole offices/aftercare systems and mental health facilities. FFT has proven to be successful in preventing families from having a new case opened and/or having children/youth removed from the home.

FFT is designed to work with families with youth ages 10 and older. Flexibility is granted to the contractor to use applicable/complimentary family counseling methods in keeping with the FFT model for families with younger children.

**Desired Outcomes:** Outcome Measure C1.3: Reunification within 12 Months (Entry Cohort) – *More children/youth will be reunified with their families within 12 months.*

Outcome Measure PR 3: Entry Rates – *Fewer children will enter and/or re-enter out-of-home placement (OHP)*

**Target Population:** Open CWS Cases - court or voluntary Family Reunification (FR) cases and/or Family Maintenance (FM) cases

- Birth families – Families in open CWS court or voluntary FR or FM cases. FFT may be indicated to prevent removal from the home and/or to prevent re-removal from the home for a family recently reunified whose case is not closed (e.g. six months of FM after FR). FFT may be indicated to assist in achieving timely and lasting reunification.
- Foster/Non-Relative Extended Family Member(NREFM) /relative caregiver families – FFT may be indicated in a placement setting if the foster/NREFM/relative caregiver is a potential permanent family/option for permanent exit from dependency (e.g. reunification was unsuccessful and family is considering adoption/guardianship of youth in their care) as a strategy to stabilize and improve the family dynamic in order to achieve permanency.

Service Provided By:	<b>Children First</b>	<b>Tehama County Department of Social Services (TCOSS) Child Welfare Services (CWS) Division</b>
Major Activity(s) (Services & Delivery System(s))	<ul style="list-style-type: none"> <li>➤ Contractor will work with all CWS participants referred to the program using the Functional Family Therapy (FFT) model, including all six components/five phases (Pretreatment; Engagement; Motivation; Relational Assessment; Behavior Change; and Generalization) as described at <a href="http://fftinc.com">http://fftinc.com</a>.</li> <li>➤ Minimum number of clients to be served under this contract is 18.5 families. This is expected to be larger with leveraged Medi-Cal dollars.</li> </ul>	<ul style="list-style-type: none"> <li>➤ County will refer eligible clients for services using FFT referral form (see attached).</li> <li>➤ County will ensure clients referred for services have been assessed by Tehama County Mental Health Services for Medi-Cal (i.e. meet medical necessity).</li> <li>➤ County will encourage clients to request and/or include in their referral for assessment to Tehama County Mental Health language requesting that the client be sent to Children First if it is determined that they meet medical necessity.</li> <li>➤ County will encourage/enforce participation in services as applicable to case type (i.e. CWS cannot mandate services in some situations).</li> </ul>
Functional Family Therapy Model Components	<ul style="list-style-type: none"> <li>➤ <b>Pretreatment:</b> The goals of this phase involve responsive and timely referrals, a positive “mindset” of referring sources, and immediacy. Activities include establishing collaborative relationships with referring sources, ensuring availability, appraising multidimensional (e.g., medical, educational, justice) systems already in place, and reviewing referral and other formal assessment data.</li> <li>➤ <b>Engagement Phase:</b> The goals of this phase involve enhancing perception of responsiveness and credibility; demonstrating a desire to listen, help, respect, and “match;” and addressing cultural competence. The main skills</li> </ul>	

required are demonstrating qualities consistent with positive perceptions of clients, persistence, cultural /population sensitivity and matching. Therapist focus is on immediate responsiveness and maintaining a strength-based relational focus. Activities include high availability, telephone outreach, appropriate language and dress, proximal services or adequate transportation, contact with as many family members as possible, “matching” and respectful attitude.

- **Motivation Phase:** The goals of this phase include creating a positive motivational context, minimizing hopelessness and low self-efficacy, and changing the meaning of family relationships to emphasize possible hopeful experience. Required phase skills consist of relationship and interpersonal skills, a nonjudgmental approach, plus acceptance and sensitivity to diversity. Therapist focus is on the relationship process; separating blaming from responsibility while remaining strength-based. Activities include the interruption of highly negative interaction patterns and blaming (e.g. divert and interrupt), changing meaning through a strength-based relational focus, pointing process, sequencing, and reframing of the themes by validating negative impact of behavior, while introducing possible benign / noble (but misguided) motives for

behavior. Finally, the introduction of themes and sequences that imply a positive future are important activities of this phase.

- **Relational Assessment:** The goals of relational assessment include eliciting and analyzing information pertaining to relational processes, as well as developing plans for Behavior Change & Generalization. The skills of perceptiveness and understanding relational processes and interpersonal functions are required. The focus is directed to intrafamily and extrafamily context and capacities (e.g., values, attributions, functions, interaction patterns, sources of resistance, resources, and limitations). Therapist activities involve observation, questioning; inferences regarding the functions of negative behaviors, and switching from an individual problem focus to a relational perspective.
- **Behavior Change Phase:** Behavior Change goals consist of skill building, changing habitual problematic interactions and other coping patterns. Skills such as structuring, teaching, organizing, and understanding behavioral assessment are required. Therapists focus on communication training, using technical aids, assigning tasks, and training in conflict resolution. Phase activities are focused on modeling and prompting positive behavior, providing directives and

	<p>information, developing creative programs to change behavior, all while remaining sensitive to family member abilities and interpersonal needs.</p> <ul style="list-style-type: none"> <li>➤ <b>Generalization Phase:</b> The primary goals in the Generalization phase are extending positive family functioning; planning for relapse prevention and incorporating community systems. Skills include a multisystemic/systems understanding and the ability to establish links, maintain energy, and provide outreach. The primary focus is on relationships between family members and multiple community systems. Generalization activities involve knowing the community, developing and maintain contacts, initiating clinical linkages, creating relapse prevention plans, and helping the family develop independence.</li> </ul>	
Desired Outcomes	<ul style="list-style-type: none"> <li>➤ Families will be more resourceful</li> <li>➤ Family skill development</li> </ul>	<ul style="list-style-type: none"> <li>➤ Outcome Measure C1.3: Reunification within 12 Months (Entry Cohort) – <i>More children/youth will be reunified with their families within 12 months.</i></li> <li>➤ Outcome Measure PR 3: Entry Rates – <i>Fewer children will enter and/or re-enter out-of-home placement (OHP)</i></li> </ul>
Performance Indicators (Program Effectiveness)	<ul style="list-style-type: none"> <li>➤ Engagement, short-term, and intermediate outcomes will be recorded by the contractor, using pre- and post-measurements of FFT’s parental stress and child behavioral change indices to determine effectiveness and achievement of desired outcomes.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Number of children/youth who received services that reunified within 12 months</li> <li>➤ Number of children/youth who received services that avoid entry and/or re-entry into out-of-home placement.</li> </ul>

Data Collection	<ul style="list-style-type: none"> <li>➤ At a minimum, Contractor must collect and submit data to TCDSS in accordance with the attached example excerpt from the CDSS OCAP annual report instructions.</li> </ul>	
Client Satisfaction Assessment	<ul style="list-style-type: none"> <li>➤ Use of Exit questionnaire</li> </ul>	<ul style="list-style-type: none"> <li>➤ TCDSS CWS Social Workers will inquire of their clients as to their level of satisfaction with the FFT services they received.</li> </ul>
Other Funding Sources that Support this Program	<ul style="list-style-type: none"> <li>➤ None</li> </ul>	<ul style="list-style-type: none"> <li>➤ None</li> </ul>
Reporting Requirements	<ul style="list-style-type: none"> <li>➤ Provide monthly attendance reports on each participant to the CWS Office This report shall contain the dates attended and number of hours attended each week.</li> <li>➤ Provide monthly family progress reports to the referring/case-carrying social worker, and Wraparound Coordinator</li> <li>➤ Quarterly Reports to be submitted by email to Alyssa Rypka, CWS Staff Services Analyst at: <a href="mailto:arypka@tcdss.org">arypka@tcdss.org</a>. <ul style="list-style-type: none"> <li>• Quarterly Reports shall include information relevant to the Applicant’s provision of the major activities, performance indicators, data collected, and client satisfaction.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>➤ TCDSS Staff Services Analyst assigned to CWS will review reports submitted to ensure: <ul style="list-style-type: none"> <li>• The Applicant is performing the services as outlined in this agreement.</li> <li>• Data is being collected in accordance with this scope of work.</li> </ul> </li> <li>➤ TCDSS CWS staff feedback may also be solicited during the agreement period to help assess Applicant’s performance.</li> <li>➤ TCDSS will compile and submit all data to the California Department of Social Services (CDSS), Office of Child Abuse Prevention (OCAP) as is required annually.</li> </ul>

Example excerpt from the California Department of Social Services (CDSS) Office of Child Abuse Prevention (OCAP) annual report:

<b>CAPIT</b>	Children	Parents / Caregivers	Children with Disabilities	Parents / Caregivers w/Disabilities	Families
Advocacy					
Basic needs, concrete supports					
Behavior health, mental health services					
Case management					
Day care					
Differential Response					
Disability services					
Domestic violence services					
Early childhood services					
Family Resource Center or other drop-in					
Multiservice support center					
Financial literacy education* (budgeting, financial counseling)					
Health services					
Home visiting (targeting parents with children ages 05)					
Housing services					
Parent leadership training					
Parenting education					
Parenting/sibling visitation					
Peer support					
Respite care					
Substance abuse services					
Transportation					
Youth programs					
Other (not defined above)					

<b>Ethnic Groups</b>	Children	Parents / Caregivers	Children with Disabilities	Parents / Caregivers w/Disabilities	Families
White (nonHispanic)					
Hispanic or Latino					
Black or African American (nonHispanic)					
Asian					
American Indian or Alaska Native					
Native Hawaiian & Other Pacific Islander					
Two or more races					
Other					



**EXHIBIT D**  
**FEE SCHEDULE**

CAPIT RATES

FFT

Per hour

Training / Instruction	\$85.00
Family Sessions	\$85.00
Case Management	\$85.00
Meetings	\$85.00
Reports	\$85.00

**EXHIBIT E**

**SAMPLE BUDGET**

**Each line item listed on budget is also listed on invoice.**

ONE YEAR BUDGET						BUDGET START DATE: 7/1/2007
Please attach a separate budget sheet for each year, or if more space is needed						BUDGET END DATE: 6/30/2008
VENDOR NAME		PROGRAM CONTACT PERSON		FISCAL CONTACT PERSON		
ADDRESS		TELEPHONE NUMBER		TELEPHONE NUMBER		
CITY, STATE, ZIP		FAX		FAX		
DIRECT EXPENSE ITEMS:						
SALARIES	FTE	RATE	MATCH	COST	NOTES	
Position Name	8.33	12,400	(25,175)	75,117		
Crew Supervisor II	1.33	28,775		31,271		
Crew Supervisor I	0.50	28,908		14,454		
Admin Costs	0.25	62,500		15,625		
BENEFITS						
Position Name	8.33		22,232	18,593		
Crew Supervisor II	1.33		12,020	15,987		
Crew Supervisor I	0.50		8,961	4,481		
Admin Costs	0.25		17,811	4,453		
<b>TOTAL SALARIES &amp; BENEFITS</b>				<b>200,281</b>		
OPERATING EXPENSES:						
	MATCH		COST	NOTES		
Rent/Utilities/Bldg			9,250			
Vehicle Expense			20,540			
Equipment Use			2,145			
Supplies			2,785			
Postage			490			
Duplicating			190			
Advertising			725			
Subscriptions/Publications			385			
Liability Insurance			1,875			
Audit Charges			1,625			
Travel/Training			1,050			
Drug Screening			1,425			
<b>TOTAL OPERATING EXPENSES</b>				<b>42,485</b>	19	
<b>TOTAL BUDGET</b>				<b>242,766</b>		

**SAMPLE**

**SAMPLE COMBINED INVOICE AND TRACKING DOC**

**Invoice contains tracking of original budget amount, current expenditures and remaining balance.**

For softcopy of blank budgets or blank invoices, please email [sschild@tcoss.org](mailto:sschild@tcoss.org)

INVOICE						Please attach another invoice page if more space is needed Submit to TCSS, P.O. Box 1515, Red Bluff, CA 96080	
VENDOR NAME		INVOICE NUMBER		FOR MONTHS/YEAR			
ADDRESS		CONTRACT NUMBER		PURPOSE OF CONTRACT			
CITY, STATE, ZIP		TELEPHONE NUMBER		FAX			
BUDGET LINE ITEM	(A) CONTRACT BUDGET	(B) ACTUAL CURRENT EXPENDITURES	(C) YEAR-TO-DATE EXPENDITURES	(D) BALANCE (A-C-D)			
Attch backup information to this form							
DIRECT EXPENSE ITEMS:							
<b>SALARIES</b> Position, Administrative Costs, Consultants, etc.							
Position Name		75,117					
Crew Supervisor II		31,271					
Crew Supervisor I		14,454					
Admin Costs		15,625					
BENEFITS							
Position Name		18,593					
Crew Supervisor II		15,987					
Crew Supervisor I		4,481					
Admin Costs		4,453					
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>200,281</b>					
<b>OPERATING EXPENSES:</b> Rent, Utilities, Supplies, Equipment, Training Materials, Postage, Travel, Audit Charges, Insurance, etc.							
Rent/Utilities/Bldg		9,250					
Vehicle Expense		20,540					
Equipment Use		2,145					
Supplies		2,785					
Postage		490					
Duplicating		190					
Advertising		725					
Subscriptions/Publications		385					
Liability Insurance		1,875					
Audit Charges		1,625					
Travel/Training		1,050					
Drug Screening		1,425					
<b>TOTAL OPERATING EXPENSES</b>		<b>42,485</b>					
<b>CURRENT EXPENDITURES</b>							
<b>YEAR-TO-DATE EXPENDITURES</b>							
<b>TOTAL BUDGET</b>		<b>242,766</b>					
<b>TOTAL BALANCE</b>							

**SAMPLE**

To the best of my knowledge, the above charges are correct and services have been provided as contracted.

Invoice # 3 6-7-06

Name/Title \_\_\_\_\_ Date \_\_\_\_\_