

AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of March, 2017, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **EXCEPTIONAL PARENTS UNLIMITED, INC.**, a private non-profit corporation, whose address is 4440 North First Street, Fresno, CA 93726, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, pursuant to the provisions of 42 United States Code sections 629, et seq. ("Promoting Safe and Stable Families"), COUNTY, on behalf of its' Department of Social Services (DSS), desires to participate in and fund Family Preservation and Family Support services to strengthen families through the provision of activities that improve physical and mental health, keep homes and neighborhoods safe, support children's academic performance and help families become economically self-sufficient; and

WHEREAS, COUNTY, pursuant to Division 9, Part 6, Chapter 11, of the California Welfare and Institutions Code [WIC] (hereafter "CAPIT Legislation") and the rules and regulations of the California Department of Social Services, desires to participate in and fund Child Abuse Prevention, Intervention and Treatment (CAPIT) services for children who are at high risk of abuse or neglect and their families; and

WHEREAS, COUNTY, pursuant to Title II of the federal Child Abuse Prevention and Treatment Act (CAPTA) Amendments of 1996 and reauthorized in June 2003, desires to participate and fund Community Based Child Prevention Programs (CBCAP) aimed at the prevention of child abuse and neglect; and

WHEREAS, COUNTY, desires further to enhance Child Abuse Prevention services through the use of Child Welfare trust fund monies; and

WHEREAS, CONTRACTOR is willing and able to provide Child Abuse Prevention services needed by COUNTY, pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of the terms, covenants and conditions to be kept and performed by each party, it is agreed as follows:

1. SERVICES

A. CONTRACTOR shall perform all services and fulfill all responsibilities as identified in

COUNTY's Request for Proposal (RFP) No. 17-027, dated October 27, 2016, and Addendum No. One (1) to COUNTY's RFP No. 17-027 dated November 9, 2016, collectively hereinafter referred to as COUNTY's Revised RFP No. 17-027 and CONTRACTOR's response to said Revised RFP, all incorporated herein by reference and made part of this Agreement.

B. CONTRACTOR shall be held responsible for all services as set forth in Exhibit A, Summary of Services, attached hereto and by this reference incorporated herein.

C. In the event of any inconsistency among the documents described in Paragraphs 1.A and 1.B hereinabove, 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 COUNTY's Revised RFP No. 17-027, and 3) to the CONTRACTOR's response to Revised RFP. A copy of COUNTY's Revised RFP No. 17-027, and CONTRACTOR's response shall be retained and made available during the term of this Agreement by COUNTY's Department of Social Services.

D. CONTRACTOR shall provide services and activities to children and their families, pursuant to the staffing pattern and program expenses detailed in Exhibit B "Budget", attached hereto and by this reference incorporated herein.

E. If requested by COUNTY, CONTRACTOR shall participate in training, staff development and other activities that support the intent and goals of these Child Abuse Prevention services.

2. TERM

The term of this Agreement shall be for a period of three (3) years, commencing on July 1, 2017 through and including June 30, 2020. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon the written approval of both parties no later than thirty (30) days prior to the first day of the next twelve month extension period. The DSS Director, or designee, is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR's satisfactory performance.

3. TERMINATION

Non-Allocation of Funds - The terms of this Agreement, and the services to be provided thereunder, are contingent upon the approval of funds by the appropriating government agency. Should

1 sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at
2 any time by giving the CONTRACTOR thirty (30) days advance written notice.

3 A. Breach of Contract - The COUNTY or CONTRACTOR may immediately suspend or
4 terminate this Agreement in whole or in part, where in the determination of the COUNTY there is:

- 5 1) An illegal or improper use of funds;
- 6 2) A failure to comply with any term of this Agreement;
- 7 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 8 4) Improperly performed service.

9 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any
10 breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither
11 shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or
12 default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the
13 COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of
14 the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR
15 shall promptly refund any such funds upon demand.

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

19 4. COMPENSATION

20 For actual services provided pursuant to the terms of this Agreement, COUNTY agrees to pay
21 CONTRACTOR and CONTRACTOR agrees to receive compensation in accordance with Exhibit B.
22 Mandated travel shall be reimbursed based on actual expenditures and mileage reimbursement shall be at
23 CONTRACTOR's adopted rate per mile, not to exceed the IRS published rate.

24 In no event shall actual services performed under this Agreement be in excess of Six Hundred
25 Twenty Six Thousand Five Hundred Sixty Nine and No/100 Dollars (\$626,569) for each twelve (12) month
26 period of this Agreement (July 1 through June 30). The cumulative total of this Agreement shall not be in
27 excess of Three Million One Hundred Thirty Two Thousand Eight Hundred Forty Five and No/100 Dollars
28 (\$3,132,845).

1 Payments by COUNTY shall be in arrears, for services provided during the preceding month,
2 within forty-five (45) days after receipt, verification and approval of CONTRACTOR's invoices by
3 COUNTY.

4 It is understood that all expenses incidental to CONTRACTOR's performance of services
5 under this Agreement shall be borne by CONTRACTOR.

6 To the extent permitted by State and Federal rules and regulations, advanced payment of up to
7 twenty percent (20%) of the compensation under this Agreement may be requested of COUNTY by
8 CONTRACTOR. Advance payments shall be limited to implementation costs for new and/or expanded
9 services only. Approval of an advanced payment is at the sole discretion of COUNTY's DSS Director or
10 designee. If advanced payment occurs, the amount of the advanced payment shall be deducted in equal
11 installments from claims submitted for the final six (6) months of this Agreement.

12 **5. MATCH**

13 CONTRACTOR agrees to make a cash and/or in-kind match from Non-California Department
14 of Social Services sources in an amount equal to, or more than, ten (10%) percent of the amount of CAPIT
15 funds, if received, for the program identified herein, which will support the goals of child abuse and neglect
16 prevention and intervention.

17 **6. INVOICING**

18 CONTRACTOR shall invoice COUNTY's DSS in arrears by the tenth (10th) of each month
19 for expenditures incurred to provide services rendered in the previous month to:
20 DSSInvoices@co.fresno.ca.us. Payments by COUNTY's DSS shall be in arrears, for actual services
21 provided during the preceding month, within forty-five (45) days after receipt, verification and approval of
22 CONTRACTOR's invoices by COUNTY's DSS. A monthly activity report shall accompany the invoice,
23 reflecting services supported by the invoiced expenditures and be in a form and in such detail as acceptable
24 to the COUNTY's DSS.

25 At the discretion of COUNTY's DSS Director or designee, if an invoice is incorrect or is
26 otherwise not in proper form or detail, COUNTY's DSS Director or designee shall have the right to
27 withhold payment as to only that portion of the invoice that is incorrect or improper after five (5) days
28 prior written notice or email correspondence to CONTRACTOR. CONTRACTOR agrees to continue to

1 provide services for a period of ninety (90) days after written or email notification of an incorrect or
2 improper invoice. If after the ninety (90) day period the invoice(s) is still not corrected to COUNTY's
3 DSS satisfaction, COUNTY or COUNTY's DSS Director or designee may elect to terminate this
4 Agreement, pursuant to the termination provisions stated in Paragraph Three (3) of this Agreement.

5 All final claims shall be submitted by CONTRACTOR within sixty (60) days following the
6 month of actual service for which payment is claimed. No payment for services shall be made by
7 COUNTY's DSS on claims submitted beyond sixty (60) days following the month of actual service for
8 which payment is invoiced.

9 **7. MODIFICATION**

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

12 B. Changes to the line items in the attached Budget (Exhibit B) that do not exceed ten
13 percent (10%) of the annual maximum compensation payable to the CONTRACTOR may be made by a
14 written amendment signed by COUNTY's DSS Director, or designee, and the CONTRACTOR and
15 approved by County Counsel and Auditor. Said budget line item changes shall not result in any change to
16 the annual maximum compensation payable to CONTRACTOR, as set forth in Section Four (4) of this
17 Agreement.

18 C. CONTRACTOR hereby agrees that changes to the compensation under this
19 Agreement may be necessitated by a reduction in funding from State and/or Federal sources. The
20 COUNTY'S DSS Director or designee may modify the annual maximum compensation and cumulative
21 maximum compensation payable to CONTRACTOR, as set forth in Section Four (4) of this Agreement,
22 necessitated by reductions in funding from State and/or Federal sources.

23 **8. INDEPENDENT CONTRACTOR**

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

1 any right to control or supervise or direct the manner or method by which CONTRACTOR shall perform
2 their work and function. However, COUNTY shall retain the right to administer this Agreement so as to
3 verify that CONTRACTOR is performing their obligations in accordance with the terms and conditions
4 thereof.

5 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 the subject thereof.

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

15 **9. NON-ASSIGNMENT**

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

18 **10. HOLD HARMLESS**

19 CONTRACTOR agree to indemnify, save, hold harmless, and at COUNTY's request, defend
20 the COUNTY, their officers, agents, and employees from any and all costs and expenses, damages,
21 liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or
22 failure to perform, by CONTRACTOR, their officers, agents, or employees under this Agreement, and from
23 any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person,
24 firm, or corporation who may be injured or damaged by the performance, or failure to perform, of
25 CONTRACTOR, their officers, agents, or employees under this Agreement. In addition, CONTRACTOR
26 agrees to indemnify COUNTY for Federal, State of California and/or local audit exceptions resulting from
27 noncompliance herein on the part of CONTRACTOR.

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1 **11. INSURANCE**

2 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any
3 third parties, CONTRACTOR, at their sole expense, shall maintain in full force and effect, the following
4 insurance policies or a program of self-insurance, including but not limited to, an insurance pooling
5 arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

6 A. Commercial General Liability

7 Commercial General Liability Insurance with limits of not less than One Million Dollars
8 (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000).
9 This policy shall be issued on a per occurrence basis. COUNTY may require specific
10 coverages including completed operations, products liability, and contractual liability,
11 Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed
12 necessary because of the nature of this contract.

13 B. Automobile Liability

14 Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than
15 Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand
16 Dollars (\$500,000.00) per accident and for property damages of not less than Fifty
17 Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five
18 Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned
19 vehicles used in connection with this Agreement.

20 C. Professional Liability

21 If CONTRACTOR employ licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,
22 M.F.C.C.) in providing services, Professional Liability Insurance is required with limits of
23 not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars
24 (\$3,000,000.00) annual aggregate.

25 D. Worker's Compensation

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

28 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance
naming the County of Fresno, its officers, agents, and employees, individually and collectively, as
additionally 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

1 insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or
2 changed without a minimum of thirty (30) days advance written notice given to COUNTY.

3 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
4 CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all of the
5 foregoing policies, as required herein, to the County of Fresno, P.O. Box 1912, Fresno, CA 93718-1219,
6 Attention: Contract Analyst, stating that such insurance coverage has been obtained and is in full force; that
7 the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the
8 policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents
9 and employees, individually and collectively, as additionally insured, but only insofar as the operations
10 under this Agreement are concerned; that such coverage for additionally insured shall apply as primary
11 insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and
12 employees, shall be excess only and not contributing with insurance provided under CONTRACTOR
13 policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30)
14 days advance written notice given to COUNTY.

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

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

21 **12. SUBCONTRACTS**

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

1 **13. CONFLICT OF INTEREST**

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

9 **14. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

10 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-
11 profit or non-profit corporation) or if during the term of this agreement, the CONTRACTOR changes its
12 status to operate as a corporation.

13 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing
14 transactions that they are a party to while the CONTRACTOR is providing goods or performing services
15 under this Agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR
16 is a party and in which one or more of its directors has a material financial interest. Members of the
17 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and
18 signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit C and by this references
19 incorporated herein, and submitting it to the COUNTY prior to commencing with the self-dealing
20 transaction or immediately thereafter.

21 **15. NON-DISCRIMINATION**

22 During the performance of this Agreement CONTRACTOR shall not unlawfully
23 discriminate against any employee or applicant for employment, or recipient of services, because of
24 ethnic group identification, gender, gender identity, gender expression, sexual orientation, color, physical
25 disability, mental disability, medical condition, national origin, race, ancestry, marital status, religion, or
26 religious creed, pursuant to all applicable State of California and Federal statutes and regulations.

27 **16. RECRUITMENT OF EMPLOYEES AND SERVICES TO CLIENTS**

28 CONTRACTOR shall ensure that its employment recruitment efforts, including administrative

1 and professional staff positions, are carried out so as to adequately reflect the cultural and ethnic diversity of
2 the population of Fresno County. CONTRACTOR shall use its best efforts to serve all cultural and ethnic
3 groups residing in Fresno County. CONTRACTOR's employment efforts will be monitored by COUNTY
4 at periodic intervals.

5 **17. LIMITED ENGLISH PROFICIENCY**

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

17 **18. CONFIDENTIALITY**

18 All services performed by CONTRACTOR under this Agreement shall be in strict
19 conformance with all applicable Federal, State of California, and/or local laws and regulations relating to
20 confidentiality.

21 **19. DATA SECURITY**

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

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

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

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

9 C. County-Owned Computer Equipment – CONTRACTOR or anyone having
10 an employment relationship with COUNTY may not use COUNTY computers or computer peripherals
11 on non-COUNTY premises without prior authorization from COUNTY's Chief Information Officer or
12 her designee.

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

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

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

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

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

1 by law or as deemed necessary by COUNTY in its sole discretion. CONTRACTOR will be responsible
2 for all costs incurred as a result of providing the required notification. When no longer needed, all Medi-
3 Cal Personally Identifiable Information, as defined in the Medi-Cal Data Privacy and Security
4 Agreement between the California DHCS and the County of Fresno, Agreement No. A-14-075, whether
5 stored in print or electronic format, must be destroyed or disposed of through confidential means, as
6 described in Agreement No. A-14-075. Agreement No. A-14-075, is available upon request or can be
7 viewed at: <http://www.co.fresno.ca.us/MediCalPrivacy/>.

8 I. The requirements in this Data Security provision shall apply to
9 CONTRACTOR's subcontractor, if any

10 **20. CLEAN AIR AND WATER**

11 In the event the funding under this Agreement exceeds One Hundred Thousand and No/100
12 Dollars (\$100,000.00), CONTRACTOR shall comply with all applicable standards, orders or requirements
13 issued under the Clean Air Act contained in 42 U.S. Code 7601 *et seq*; the Clean Water Act contained in 33
14 U.S. Code 1368 *et seq.*; and any standards, laws and regulations, promulgated thereunder. Under these laws
15 and regulations, CONTRACTOR shall assure:

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

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

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

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

25 **21. DRUG-FREE WORKPLACE REQUIREMENTS**

26 For purposes of this paragraph, CONTRACTOR will be referred to as the "grantee". By
27 drawing funds against this grant award, the grantee is providing the certification that is required by
28 regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. These

1 regulations require certification by grantees that they will maintain a drug-free workplace. False
2 certification or violation of the certification shall be grounds for suspension of payments, suspension or
3 termination of grants, or government wide suspension or debarment. CONTRACTOR shall also comply
4 with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code section 8350
5 *et seq.*)

6 **22. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INTELIGIBILITY**
7 **AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS**

8 A. COUNTY and CONTRACTOR recognize that Federal assistance funds will be used
9 under the terms of this Agreement. For purposes of this paragraph, CONTRACTOR will be referred to as
10 the “prospective recipient”.

11 B. This certification is required by the regulation implementing Executive Order 12549,
12 Debarment and Suspension, 29 CFR Part 98m section 98.510, Participant’s responsibilities.

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

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

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

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

28 5) The prospective recipient further agrees that by entering into this Agreement,

1 it will include a clause identical to Paragraph Twenty Two (22) of this Agreement and titled "Certification
2 Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered
3 Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered transaction.

4 6) The certification in Paragraph Twenty Two (22) of this Agreement is a
5 material representation of fact upon which COUNTY relied in entering into this Agreement.

6 **23. STATE ENERGY CONSERVATION**

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

10 **24. FRATERNIZATION**

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

14 **25. INTERPRETATION OF LAWS AND REGULATIONS**

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

17 **26. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

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

20 **27. RECORDS**

21 A. Record Establishment and Maintenance

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

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

27 B. Cost Documentation

28 1) CONTRACTOR shall submit to COUNTY within fifteen (15) calendar days

1 following the end of each month, all fiscal and program reports for that month. CONTRACTOR shall also
2 furnish to COUNTY such statements, records, data and information as COUNTY may request pertaining to
3 matters covered by this Agreement. In the event that CONTRACTOR fail to provide reports as provided
4 herein, it shall be deemed sufficient cause for COUNTY to withhold payments until compliance is
5 established.

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

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

16 C. Service Documentation

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

21 D. Use of Data

22 CONTRACTOR shall grant to COUNTY and the United States Department Health
23 and Human Services the royalty-free, nonexclusive and irrevocable license throughout the world to publish,
24 translate, reproduce, deliver, perform, dispose of, duplicate, use, disclose in any manner and for any purpose
25 whatsoever and to authorize others to do so, all subject data now or hereafter covered by copyright.
26 However, with respect to subject data not originated in the performance of this Agreement, such license shall
27 be only to the extent that CONTRACTOR have the right to grant such licenses without becoming liable to
28 pay any compensation to others because of such grants. CONTRACTOR shall exert all reasonable effort to

1 advise COUNTY at time of delivery of subject data furnished under this Agreement, of all possible
2 invasions of the right of privacy therein contained, and of all portions of such subject data copied from work
3 not composed or produced in the performance of this Agreement and not licensed under this provision.

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

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

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

20 **28. SINGLE AUDIT CLAUSE**

21 As a sub recipient of Federal financial assistance, CONTRACTOR agrees to provide copies of
22 their audit reports, performed in accordance with the requirements of the Single Audit Act of 1984 (31 USC
23 section 7502) and subject to the terms of Office of Management and Budget (OMB) Circulars (A-110, A-
24 122 and A-133), to the County of Fresno. Such audits shall be delivered to COUNTY's DSS, for review not
25 later than nine (9) months after the close of the sub recipients' fiscal year in which the funds supplied
26 through this Agreement are expended and/or received for this program. The audits must include a statement
27 of findings or a statement that there were no findings. If there were negative findings, CONTRACTOR
28 must include a corrective action plan signed by an authorized individual. Failure to comply with this Act

1 may result in COUNTY performing the necessary audit tasks, or, at COUNTY's option, contracting with a
2 qualified accountant to perform this audit. All audit costs related to this Agreement are the sole
3 responsibility of CONTRACTOR who agrees to take corrective actions to eliminate any material
4 noncompliance or weakness found as a result of such audits. Audit work performed by COUNTY under this
5 paragraph shall be billed at COUNTY cost as determined by COUNTY's Auditor-Controller/Treasurer-Tax
6 Collector.

7 **29. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

8 To the extent necessary to prevent disallowance of reimbursement under section 1861 (v) (1)
9 (1) (I) of the Social Security Act, (42 U.S.C § 1395x, subd. (v)(1)[I]), until the expiration of four (4) years
10 after the furnishing of services under this Agreement, CONTRACTOR shall make available, upon written
11 request to the Secretary of the United States Department of Health and Human Services, or upon request to
12 the Comptroller General of the United States General Accounting Office, or any of their duly authorized
13 representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify
14 the nature and extent of the costs of these services provided by CONTRACTOR under this Agreement.
15 CONTRACTOR further agrees that in the event CONTRACTOR carries out any of its duties under this
16 Agreement through a subcontract, with a value or cost of Ten Thousand and No/100 Dollars (\$10,000) or
17 more over a twelve (12) month period, with a related organization, such Agreement shall contain a clause to
18 the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such
19 subcontract, the related organizations shall make available, upon written request to the Secretary of the
20 United States General Accounting Office, or any of their duly authorized representatives, a copy of such
21 subcontract and such books, documents, and records of such organization as are necessary to verify the
22 nature and extent of such costs.

23 **30. CHILD ABUSE REPORTING**

24 CONTRACTOR shall utilize a procedure acceptable to COUNTY to ensure that all of
25 CONTRACTOR's employees, volunteers, consultants, subcontractor or agents performing services under
26 this Agreement shall report all known or suspected child abuse or neglect to one or more of the agencies set
27 forth in Penal Code Section 11165.9. This procedure shall include having all of CONTRACTOR's
28 employees, volunteers, consultants, subcontractor 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 D, attached hereto and by this reference incorporated herein.

31. 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, they must submit to DSS a copy of its policy on referring individuals to alternate treatment CONTRACTOR, and include a copy of this policy in their 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.

32. 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.

33. PROHIBITION ON PUBLICITY

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

1 Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (i.e., purchasing of
2 tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the above,
3 publicity of the services described in Paragraph One (1) of this Agreement shall be allowed as necessary to
4 raise public awareness about the availability of such specific services when approved in advance by the
5 Director or designee and at a cost as provided in Exhibit B for such items as written/printed materials, the
6 use of media (i.e., radio, television, newspapers) and any other related expense(s).

7 **34. PROPERTY OF COUNTY**

8 Any use of COUNTY funds provided under this Agreement, as specified in Exhibit B, for the
9 purchase of computer hardware, software and printer must be approved by COUNTY prior to purchase and
10 must meet COUNTY specifications. Any hardware and software so provided shall remain the property of
11 COUNTY and shall revert to COUNTY's physical possession upon termination or expiration of this
12 Agreement. CONTRACTOR agrees to take reasonable and prudent steps to ensure the security of any and
13 all said hardware and software provided to it by COUNTY under this Agreement, to maintain replacement-
14 value insurance coverage on said hardware and software of like kind and quality approved by COUNTY.

15 All purchases over Five Hundred Dollars (\$500), and certain purchases under Five Hundred
16 Dollars (\$500) such as cameras, televisions, VCRs/DVD players and other sensitive items, made during the
17 life of this Agreement that will outlive the life of this Agreement, shall be identified as fixed assets with an
18 assigned Fresno County DSS Accounting Inventory Number. These fixed assets shall be retained by
19 COUNTY, as COUNTY property, in the event this Agreement is terminated or upon expiration of this
20 Agreement. CONTRACTOR agrees to participate in an annual inventory of all COUNTY fixed assets and
21 shall be physically present when fixed assets are returned to COUNTY possession at the termination or
22 expiration of this Agreement. CONTRACTOR is responsible for returning to COUNTY all COUNTY
23 owned fixed assets upon the expiration or termination of this Agreement.

24 **35. AUDITS AND INSPECTIONS**

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

1 compliance with the terms of this Agreement.

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

5 In addition, CONTRACTOR shall cooperate and participate with COUNTY's fiscal review
6 process and comply with all final determinations rendered by the COUNTY's fiscal review process. If
7 COUNTY reaches an adverse decision regarding CONTRACTOR's services to consumers, it may result
8 in the disallowance of payment for services rendered; or in additional controls to the delivery of services,
9 or in the termination of this Agreement, at the discretion of COUNTY's DSS Director or designee. If as
10 a result of COUNTY's fiscal review process a disallowance is discovered due to CONTRACTOR's
11 deficiency, CONTRACTOR shall be financially liable for the amount previously paid by COUNTY to
12 CONTRACTOR and this disallowance will be adjusted from CONTRACTOR's future payments, at the
13 discretion of COUNTY's DSS Director or designee. In addition, COUNTY shall have the sole discretion
14 in the determination of fiscal review outcomes, decisions and actions.

15 **36. NOTICES**

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

18 COUNTY
19 Director, County of Fresno
20 Department of Social Services
P.O. Box 1912
Fresno, CA 93721

CONTRACTOR
Executive Director
Exceptional Parents Unlimited
4440 North First
Fresno, CA 93726

21
22
23
24
25 Any and all notices between the COUNTY and the CONTRACTOR provided for or permitted under
26 this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to
27 one of the parties, or in lieu of such personal services, when deposited in the United States Mail, postage
28 prepaid, addressed to such party.

1 **37. CHANGE OF LEADERSHIP/MANAGEMENT**

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

8 **38. GOVERNING LAW**

9 The parties agree that, for the purposes of venue, performance under this Agreement shall only
10 be in Fresno County, California.

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

13 **39. ENTIRE AGREEMENT**

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

18 ///

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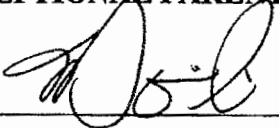
28 ///

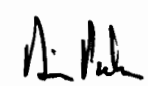
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and
2 year first hereinabove written.

3 ATTEST:

4 **CONTRACTOR:**
5 **EXCEPTIONAL PARENTS UNLIMITED**

COUNTY OF FRESNO

6
7 By 

By 

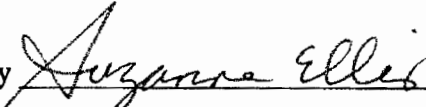
Brian Pacheco, Chairman
Board of Supervisors

8
9 Print Name: Tom Domingico Sr.

10 Title: Board President

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

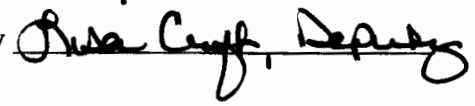
13 BERNICE E. SEIDEL, Clerk
14 Board of Supervisors

15 By 

16 Print Name: SUZANNE ELLIS

17 Title: Chief Financial Officer

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

By 

21 Date: 2/8/17

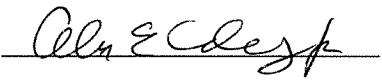
**PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED**

22
23
24
25 Mailing Address:
26 4440 North First,
27 Fresno, CA 93726
28 Attn: Ellen Knapp, Executive Director

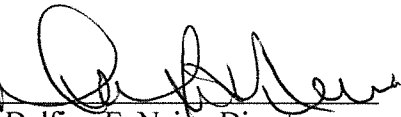
1 APPROVED AS TO LEGAL FORM:
2 DANIEL C. CEDERBORG, COUNTY COUNSEL

3 By 

6 APPROVED AS TO ACCOUNTING FORM:
7 OSCAR J. GARCIA, C.P.A., AUDITOR – CONTROLLER/
8 TREASURER – TAX COLLECTOR

9 By 

14 REVIEWED AND RECOMMENDED
15 FOR APPROVAL

16 By 
17 Delfino E. Neira, Director
18 Department of Social Services

24 Fund/Subclass: 0001/10000
25 Organization: 56107001
26 Account: 7870/0

27 Fund/Subclass: 0001/10000
28 Organization: 56107664
Account: 7870/0

SUMMARY OF SERVICES

ORGANIZATION: Exceptional Parents Unlimited, Inc.

PROJECT TITLE: NRC/DR Site 1 – Fresno 93702/93703

ADDRESS: 4440 North First Street, Fresno CA 93726

TELEPHONE: (559) 229-2000

EXECUTIVE DIRECTOR: Ellen Knapp

CONTRACT PERIOD: July 1, 2017 – June 30, 2020,
with possible two (2) one (1) year extensions

PROJECT DESCRIPTION

Differential Response (DR)

Exceptional Parents Unlimited, Inc. ("Contractor") will provide voluntary home-based case management services designed to assist families that will prevent abuse and/or neglect to children. Case management services may average 6 months and will involve a minimum of two monthly home visits. DR case managers will assess families using a DSS provided assessment tool and develop a case plan based on the assessment. DR case managers will work with families to achieve the goals of the case plan. DSS will refer low to moderate risk families to DR service providers. Contractor will begin providing DR services July 1, 2017 based on referrals received from DSS.

Neighborhood Resource Center (NRC)

Contractor will provide child abuse prevention and intervention services through a Neighborhood Resource Center (NRC) located in the 93703 zip code and through services to be offered in the surrounding community. NRCs are characterized by a commitment to work in partnership with local residents, including the beneficiaries of services, and to strengthen families and build strong, healthy communities. NRCs are located in the community or neighborhood that they serve and must be of sufficient size to provide services to multiple families and accommodate multiple staff work areas. NRC services include ensuring access to health insurance and services, case management, parent education, advocating for affordable housing, promoting family economic success, and increasing availability of healthy foods. Services offered will develop skills and knowledge so that families can prevent and address future challenges. NRCs will provide assistance to people to gain access to resources through referrals and linkages, and to have a say in their children's education.

GOALS AND OUTCOMES

Identified outcomes are considered preliminary and may be modified, by mutual written consent, of the Department of Social Services (DSS) Director, or designee, and by Contractor during the contract term. Contractor will report outcomes in a method determined by DSS.

Differential Response

Outcome to be Reported		Outcome Indicators
Engagement	1) Parents will be satisfied with services provided. 2) Families referred for DR services will accept case management services.	1) At least 90% of parents will indicate that they were satisfied with services. 2) At least 50% of families referred will accept DR case management services.
Intermediate	1) Families receiving case management will demonstrate improved family functioning. 2) Families with an open DR case will actively participate in any required WTW program activities. 3) Families with an open DR case who are WTW program sanctioned will successfully cure their sanction.	1) At least 67% of families receiving case management services will successfully improve family functioning and complete their case plan goals. 2) At least 50% of families with an open DR case will be actively participating in any required WTW activities at time of DR program exit. 3) At least 25% of WTW sanctioned families will successfully cure their sanction prior to DR program exit.
Long-Term	1) Children with a substantiated abuse allegation whose families successfully complete DR services will not experience recurrence of maltreatment within 12 months.	1) Fewer than 9.1% of children with a substantiated abuse allegation whose families successfully complete DR services will experience recurrence of maltreatment within 12 months.

Neighborhood Resource Center

Outcome to be Reported		Outcome Indicator
Engagement	1) Families will experience a welcoming environment and recognize the benefits of the service. 2) Families will take advantage of programs offered to build stronger, more resilient families.	1) 75% of families will report feeling welcomed and are participating in services and accessing referrals. 2) 75% of participants will indicate that they will utilize the programs offered via survey.
Intermediate	1) Parents will gain the ability to accept, solve, and manage problems. 2) Parents in parenting classes will realize increases in parental resilience, social connections, knowledge of parenting and child development, concrete support in times of need, and/or the social and emotional competence of their children.	1) 75% of families participating in case management services will have made progress on two goals in their case management plan. 2) 75% of participants will demonstrate an increase in knowledge of parenting as measured by a pre/post survey.
Long-Term	1) Families will receive concrete support in times of need to obtain self-sufficiency. 2) Families participating in case management will demonstrate an increase in self-sufficiency.	1) 75% of families in need of concrete supports will access support(s) through the NRC/DR or from referral source(s) to which they have been referred. 2) 65% of families completing case management services will have made progress on self-sufficiency skills goals in their case plan.

ADDITIONAL RESPONSIBILITIES:

1. Contractor will document services, as appropriate, using an internet-based computer software system with integrated case management and family assessment capability as provided by DSS.
2. Contractor may be required to maintain a sub license DSS provided software.
3. Contractor will attend program and contract meetings coordinated by DSS.

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
July 1, 2017 - June 30, 2018		
NAME OF ORGANIZATION:	Exceptional Parents Unlimited	
NAME OF PROJECT:	Differential Response/Neighborhood Resource Center	
BUDGET SUMMARY - FY 17-18 (7/1/17 - 6/30/18)		
Budget Categories	Account Number	TOTAL BUDGET
<u>SALARIES & BENEFITS</u>		
Personnel Salaries	0100	\$320,745
Payroll Taxes	0150	\$26,077
Benefits	0200	\$42,477
Subtotal.....		\$389,299
<u>SERVICES & SUPPLIES</u>		Budgeted Amount
Insurance	0250	\$ 6,890
Communications	0300	\$ 4,590
Office Expense	0350	\$ 900
Equipment	0400	\$ 8,060
Facilities	0450	\$ 5,800
Travel Costs	0500	\$ 13,600
Program Supplies	0550	\$ 5,500
Consultancy/Subcontracts	0600	\$ 122,580
Fiscal & Audits	0650	\$ 1,200
Training	0660	\$ 5,000
Indirect Costs	0700	\$ 63,150
Subtotal.....		\$ 237,270
TOTAL (Salaries/Benefits & Services/Supplies)		\$626,569

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
July 1, 2017 to June 30, 2018		
NAME OF ORGANIZATION: Exceptional Parents Unlimited		
NAME OF PROJECT: Differential Response/Neighborhood Resource Center		
Account Number	Expense Category Descriptions	Account Total
0100	Salaries	\$320,745
0150	Payroll Taxes	\$26,077
0151	FICA	\$24,537
0152	SUI	\$1,540
0200	Benefits	\$42,477
	Health, Dental, Vision Insurance	\$38,990
	Retirement	\$3,487
0250	Insurance	\$6,890
	Worker's Comp	\$4,490
	General Liability and Property	\$2,400
0300	Communications	\$4,590
	Agency phone and internet	\$620
	Cell phones for case managers	\$3,970
0350	Office Expense	\$900
0400	Equipment	\$8,060
	Laptops	\$6,650
	Printers	\$1,200
	Cell Phones (tax only)	\$210
0450	Facilities	\$5,800
	Office Space	\$4,800
	Utilities	\$1,000
0500	Travel Costs	\$13,600
0550	Program Supplies	\$5,500
	Program Supplies	\$4,500
	Assessment tools	\$1,000
0600	Consultancy/Subcontracts	\$122,580
	Neighborhood Resource Center subcontract	\$120,000
	Network Administration and data security	\$2,580
0650	Fiscal & Audits	\$1,200
0660	Training	\$5,000
	Nurturing Parenting training	\$3,500
	Misc required training	\$1,500
0700	Indirect Costs	\$63,150
Budget Total		\$626,569

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
July 1, 2018 - June 30, 2022		
NAME OF ORGANIZATION:	Exceptional Parents Unlimited	
NAME OF PROJECT:	Differential Response/Neighborhood Resource Center	
BUDGET SUMMARY - (for each 12-month period)		July 1, 2018 - June 30, 2022
Budget Categories	Account Number	TOTAL BUDGET
<u>SALARIES & BENEFITS</u>		
Personnel Salaries	0100	\$332,185
Payroll Taxes	0150	\$26,952
Benefits	0200	\$51,032
Subtotal.....		\$410,169
<u>SERVICES & SUPPLIES</u>		Budgeted Amount
Insurance	0250	\$ 7,250
Communications	0300	\$ 4,800
Office Expense	0350	\$ 1,200
Equipment	0400	\$ -
Facilities	0450	\$ 5,800
Travel Costs	0500	\$ 16,050
Program Supplies	0550	\$ 2,950
Consultancy/Subcontracts	0600	\$ 112,000
Fiscal & Audits	0650	\$ 1,200
Training	0660	\$ 2,000
Indirect Costs	0700	\$ 63,150
Subtotal.....		\$ 216,400
TOTAL (Salaries/Benefits & Services/Supplies)		\$626,569

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
July 1, 2017 to June 30, 2022		
NAME OF ORGANIZATION: Exceptional Parents Unlimited		
NAME OF PROJECT: Differential Response/Neighborhood Resource Center		
Account Number	Expense Category Descriptions	Account Total
0100	Salaries	\$332,185
0150	Payroll Taxes	\$26,952
0151	FICA	\$25,412
0152	SUI	\$1,540
0200	Benefits	\$51,032
	Health, Dental, Vision Insurance	\$42,727
	Retirement	\$8,305
0250	Insurance	\$7,250
	Worker's Comp	\$4,650
	General Liability and Property	\$2,600
0300	Communications	\$4,800
	Agency phone and internet	\$684
	Cell phones for case managers	\$4,116
0350	Office Expense	\$1,200
0400	Equipment	\$0
0450	Facilities	\$5,800
	Office Space	\$4,800
	Utilities	\$1,000
0500	Travel Costs	\$16,050
0550	Program Supplies	\$2,950
	Program Supplies	\$1,950
	Assessment tools	\$1,000
0600	Consultancy/Subcontracts	\$112,000
	Neighborhood Resource Center subcontract	\$110,000
	Network Administration and data security	\$2,000
0650	Fiscal & Audits	\$1,200
0660	Training	\$2,000
0700	Indirect Costs	\$63,150
Budget Total		\$626,569

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 Fresno Economic Opportunities Commission, related to provision of services, 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.

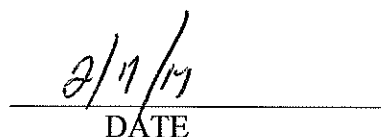
A child abuse report shall be made whenever the undersigned, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the undersigned knows or reasonably suspects has been the victim of child abuse or neglect. (P.C §11166.) The child 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 of Social Services Director or designee.

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


SIGNATURE


DATE

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	