

AMENDMENT TO AGREEMENT

THIS AMENDMENT I, hereinafter referred to as Amendment, is made and entered into this 28th 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 **CULTURAL BROKERS, INC.**, a Private Non-Profit Organization, whose address is 1625 E. Shaw Avenue, #146, Fresno CA 93710, hereinafter referred to as **"CONTRACTOR"**.

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. A-14-108, effective April 1, 2014, hereinafter referred to as the "Agreement"; and

WHEREAS, the COUNTY engaged the CONTRACTOR for the purpose of providing family advocacy and liaison services in Fresno County for families referred to and involved with the Department of Social Services' (DSS) Child Welfare System; and

WHEREAS, the parties desire to amend the Agreement regarding changes as stated below and restate the Agreement in its entirety.

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is acknowledged, the parties agree as follows:

1. That the following text in the Agreement, Page One (1), beginning with Paragraph One (1), Line Fifteen (15) with the word "1. SERVICES" and ending on Page One (1), Line Twenty Five (25) with the word "Analyst." be deleted and the following inserted in its place:

"1. SERVICES

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

B. CONTRACTOR shall perform all services and fulfill all responsibilities as identified in COUNTY's Request for Proposal (RFP) No. 962-5226 dated November 13, 2013 and Addendum No. One (1) dated November 25, 2013, and CONTRACTOR's response to said RFP dated December 13, 2013, all incorporated herein by reference and made part of this Agreement. In the event of any inconsistency among these documents, the inconsistency shall be resolved by giving precedence in the following order or priority: 1) to this Agreement, 2) the RFP, 3) the

1 response to the RFP. A copy of COUNTY's RFP No. 962-5226 shall be retained and made
2 available during the term of this Agreement by COUNTY's DSS Contract Analyst."

3 2. That the following text in the Agreement, Page One (1), beginning with Paragraph
4 Two (2), Line Twenty six (26) with the word "2. TERM" and ending on Page Two (2), Line Four
5 (4) with the word "term." be deleted and the following inserted in its place:

6 "2. TERM

7 This Agreement shall become effective on the 1st day of April, 2014 and shall
8 terminate on the 31st day of March 2018.

9 This Agreement may be extended for one (1) additional twelve (12) month period
10 upon written approval of both parties no later than thirty (30) days prior to the first day of the next
11 twelve (12) month extension period. The Director of the DSS or her or her designee is authorized
12 to execute such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory
13 performance."

14 3. That the following text in the Agreement, Page Three (3), beginning with Paragraph
15 Four (4), Line One (1) with the word "4. COMPENSATION" and ending on Page Three (3), Line
16 Twenty six (26) with the word "Agreement" be deleted and the following inserted in its place:

17 "4. COMPENSATION

18 For actual services provided as identified in the terms and conditions of this
19 Agreement, including Revised Exhibit A, COUNTY agrees to pay CONTRACTOR and
20 CONTRACTOR agrees to receive compensation as identified in Revised Exhibit B, attached
21 hereto and by this reference incorporated herein. Mandated travel shall be reimbursed based on
22 actual expenditures and mileage reimbursement shall be at CONTRACTOR's adopted rate per
23 mile, not to exceed the IRS published rate.

24 In no event shall actual services performed under this Agreement by
25 CONTRACTOR be in excess of Two Hundred Seventy Four Thousand Eight Hundred Six and
26 No/100 Dollars (\$274,806.00) for the period of April 1, 2014 through March 31, 2015. For the
27 period of April 1, 2015 through March 31, 2016, in no event shall compensation for services
28 performed under this Agreement be in excess of Two Hundred Seventy Four Thousand Eight

1 Hundred Six and No/100 Dollars (\$274,806.00). For the period of April 1, 2016 through March
2 31, 2017, in no event shall compensation for services performed under this Agreement be in excess
3 of Two Hundred Seventy Four Thousand Eight Hundred Six and No/100 Dollars (\$274,806.00).
4 For the period of April 1, 2017 through March 31, 2018, in no event shall compensation for
5 services performed under this Agreement be in excess of Two Hundred Ninety Six Thousand One
6 Hundred Six and No/100 Dollars (\$296,106.00). For the period of April 1, 2018 through March
7 31, 2019, in no event shall compensation for services performed under this Agreement be in excess
8 of Three Hundred Forty Two Thousand Two Hundred Eighty Six and No/100 Dollars
9 (\$342,286.00). The cumulative total of this Agreement shall not be in excess of One Million Four
10 Hundred Sixty Two Thousand Eight Hundred Ten and No/100 Dollars (\$1,462,810.00). Payments
11 by COUNTY shall be in arrears, for services provided during the preceding month, within forty-
12 five (45) days after receipt, verification and approval of CONTRACTOR'S invoices by COUNTY.
13 If CONTRACTOR should fail to comply with any provision of the Agreement, COUNTY shall be
14 relieved of its obligation for further compensation.

15 It is understood that all expenses incidental to CONTRACTOR performance of services
16 under this Agreement shall be borne by CONTRACTOR."

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

26 To the extent permitted by State and Federal rules and regulations, advanced payment of up
27 to twenty percent (20%) of the compensation under this Agreement may be requested of COUNTY
28 by CONTRACTOR. Advance payments shall be limited to implementation costs for new and/or

1 expanded services only. Approval of an advanced payment is at the sole discretion of COUNTY's
2 DSS Director of designee. If advanced payment occurs, the amount of the advanced payment shall
3 be deducted in equal installments from claims submitted for the final six (6) months of this
4 Agreement."

5 4. That all references in the Agreement to "Exhibit A" shall be changed to read "Revised
6 Exhibit A", which is attached hereto and incorporated herein by this reference.

7 5. That all references in the Agreement to "Exhibit B" shall be changed to read "Revised
8 Exhibit B", which is attached hereto and incorporated herein by this reference.

9 6. COUNTY and CONTRACTOR agree that this Amendment is sufficient to amend
10 Agreement No. A-14-108, and that upon execution of this Amendment, the original Agreement,
11 and this Amendment, shall together be considered the Agreement.

12 7. The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
13 covenants, conditions and promises contained in the Agreement and not amended herein shall
14 remain in full force and effect. This Amendment shall become effective upon execution on the day
15 first hereinabove written.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement
2 No. A-14-108 as of the day and year first herein above written.

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4 ATTEST:

5 CONTRACTOR:

COUNTY OF FRESNO

6
7
8 By Fred Hurt

By Don Hulse
Chair, Board of Supervisors

9 Print Name: Fred Hurt

10 Title: President
11 Chairman of the Board, or
12 President, or any Vice President

13
14 Date: February 23, 2017

BERNICE E. SEIDEL, Clerk
Board of Supervisors

15
16 By Mark Peterson

By Rosemary Coughlin

17 Print Name: MARK PETERSON

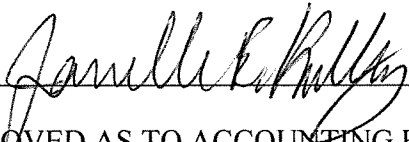
18 Title: SECRETARY
19 Secretary (of Corporation), or
20 any Assistant Secretary, or
21 Chief Financial Officer, or
any Assistant Treasurer

22 PLEASE SEE ADDITIONAL
23 SIGNATURE PAGE ATTACHED

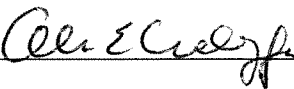
24 Mailing Address:

25 2115 Kern Street, Suite 330
26 Fresno, CA 93721
27 Phone No.: (559) 486-1477
28 Contact: Margaret Jackson, Executive Director

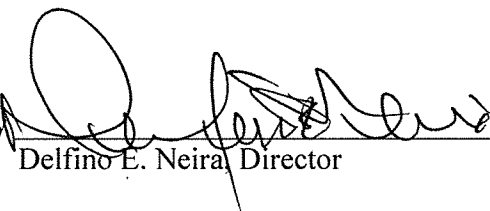
1 APPROVED AS TO LEGAL FORM:
2 DANIEL C. CEDERBORG, COUNTY COUNSEL

3
4 By 

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

8
9 By 

10
11 DEPARTMENT OF SOCIAL SERVICES
12 REVIEWED AND RECOMMENDED FOR APPROVAL:

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14 By 
15 Delfino E. Neira, Director

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18 Fund/Subclass: 0001/10000
19 Organization: 56107664
20 Account/Program: 7870/0

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23 DN:pw
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I. LEGAL NAME OF ORGANIZATION:Cultural Brokers, Inc.**PROJECT TITLE:**Family Advocacy and Liaison Services Program**AGENCY ADDRESS:**2115 Kern Street, Suite 330, Fresno, CA 93721**CONTRACT PERIOD:**April 1, 2014 - March 31, 2019**TOTAL BUDGET FOR THIS PROJECT BY INCOME SOURCE:**

SOURCE	FUNDING PERIOD	AMOUNT
Countv of Fresno	April 1, 2014 - March 31, 2015	\$ 274,806
Countv of Fresno	April 1, 2015 - March 31, 2016	\$ 274,806
Countv of Fresno	April 1, 2016 - March 31, 2017	\$ 274,806
Countv of Fresno	April 1, 2017 - March 31, 2018	\$ 296,106
Countv of Fresno	April 1, 2018 - March 31, 2019	\$ 342,286
TOTAL		\$ 1,462,810

II. PROJECT DESCRIPTION:

The Family Advocacy and Liaison program provides culturally appropriate advocacy and liaison services for families referred to and/or involved with the Department of Social Services CWS system. Services include joint emergency response intervention, participation in Team Decision Making meetings, Permanency Teaming Meetings, Case Staffings, Family Group Conferences, Safety-Organized Practice related activities, legal guardianship activities, Family Meetings, cultural bridging/brokering, family observation reporting, family assessment, home visits, referrals to community resources, limited supervised parent/child visitation, court hearing attendance and support. Services are intended to reduce/prevent conflict, improve communication, and increase the likelihood children will remain with the parent/caretaker. Target populations are African-American and Native-American families with focus on 93706, 93727, and 93702 zip codes. Service goal is 580 unduplicated families annually.

SERVICE HOURS/DAYS:Monday-Friday, 8:00AM - 8:00PM**IV. PROJECT PERSONNEL**

Listing of positions involved in project:

<u>Title/Position</u>	<u>Number of Positions</u>	<u>Percent of Time on Project</u>
<u>Executive Director/Clinical Supervisor</u>		<u>63%</u>
<u>Program Manager</u>		<u>50%</u>
<u>Cultural Broker I (Stipend)</u>	<u>2</u>	<u>200%</u>
<u>Cultural Broker II</u>	<u>2</u>	<u>200%</u>
<u>Cultural Broker II (legal guardianship 4/1/17-3/31/19)</u>	<u>1.5</u>	<u>150%</u>
<u>Administrative Support Clerk/Office Manager</u>		<u>50%</u>
<u>Services Support Clerk/Data Tech</u>		<u>38%</u>

V. Long Term, Engagement, Short-Term & Intermediate Outcomes

A. <u>Long-Term Outcome:</u> <u>JOINT RESPONSE</u>	To decrease the disproportionate number of African-American children entering Fresno County's Child Welfare System.
Engagement Outcome:	70% of the families that receive a joint community response will be satisfied with the services provided by the Family Advocate as evidenced by CBFA questionnaire.
Short-Term Outcome 1:	70% of the families will have increased knowledge and utilization of community resources and will have identified circles of support as demonstrated by the FDM Matrix Tool.
Short-Term Outcome 2:	60% of the families receiving joint response intervention will not enter the Child Welfare Services system (child placed in out of home care) within 14 days of joint response intervention, as evidenced by pre-post survey and follow up contact.
Intermediate Outcome 1:	70% of African-American families involved in a joint response will not enter Child Welfare Services System (out of home placement) during the six month period after joint response closure, as evidenced by CBFA and DSS data.
B. <u>Long-Term Outcome:</u> <u>ONGOING RESPONSE</u>	To improve the likelihood of reunification of parents and children involved in the CBFA program, by promoting safe, stable, permanent homes, nurtured by healthy families and strong communities.
Engagement Outcome:	Of the families referred/accepted for FAP services, 70% of families will agree to accept services and complete a Family Advocate service plan within 14 days of referral, as measured by program data.
Short-Term Outcome 1:	70% of the families will understand the safety and risk factors and the behavioral change needed to reunify, as evidenced by CBFA program questionnaire.
Short-Term Outcome 2:	Of the families receiving ongoing FAP services, 70% of families will successfully complete their mutually developed and agreed upon Outcome Matrix Plan and their Family Advocate service plan, as measured by program data.
Intermediate Outcome 1:	60% of families will show improved family functioning, family stability, safety and self sufficiency by program discharge, as demonstrated by Family Advocate Service Plan review and Follow up Contact Report.
Intermediate Outcome 2:	60% of the families receiving FAP ongoing services will successfully reunify with their children within one year of program completion, as evidenced by follow up contact and/or DSS program data.
C. <u>FAMILY ENGAGEMENT</u>	Families receiving CBFA services will be satisfied with the services provided by the CBFA
Short-Term Outcome 1:	60% of families referred for ongoing CBFA services will accept services and complete a CBFA service plan within 30 days of referral as evidenced by CBFA program data.
Short-Term Outcome 2:	60% of families who have received 60-90 days of ongoing CBFA services will report improved communication and trust with DSS staff.
D. <u>LEGAL GUARDIANSHIP</u>	70% families who receive legal guardianship services will successfully complete the guardianship process.

Cultural Brokers, Inc.
Family Advocacy and Liaison Services Program

ADDITIONAL RESPONSIBILITIES

1. Contractor will provide the DSS with any and all reports as requested. Such reports may include, but not be limited to: a monthly client roster, joint response report, family service plans, monthly client progress report, court reports, demographic summary information, monthly activity reports, on-call Family Advocacy weekly schedule.
2. Contractor shall comply with mandated reporting laws, and ensure all staff is trained in mandated reporting. Contractor shall report to the assigned Social Worker and/or Program Liaison, within 24 hours, any minor incident of abuse, neglect, or endangerment by a parent, or any other act which places the child(ren) at risk of harm. Should a major incident occur, notification shall occur immediately (within 2 hours), and/or Contractor staff shall notify the police department and/or DSS Careline, as appropriate.
3. Contractor shall provide written justification and receive DSS approval to continue ongoing response services to a family beyond a 90 day period.
4. Contractor shall not assign cases to new Family Advocates until the following is received by the DSS:
 - a) verification staff has successfully completed the 42 hour training curriculum;
 - b) a copy of a signed Child Abuse Reporting Form;
 - c) a copy of staff resume;
 - d) a brief description of the hours worked, anticipated function in the program, and unique strengths and/or characteristics of the staff person to serve specialized target population.

On an extenuating basis, the DSS may authorize the use of a Family Advocate prior to the completion of the 42 training curriculum. Written documentation of this approval must be received by the Contractor from the DSS assigned Program Manager.

A new Family Advocate is not precluded from accompanying another Family Advocate, i.e., "shadowing" prior to completion of the training requirement, provided all other requirements are met

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
April 1, 2014 - March 31, 2017		
NAME OF ORGANIZATION: Cultural Brokers, Inc.		
NAME OF PROJECT: Family Advocacy and Liaison Services		
Account Number	Expense Category Descriptions	Account Total
0100	Salaries	\$205,375
0150	Payroll Taxes	\$19,071
0154 0200	Payroll Other Benefits Health, Dental, Vision, Life, Disability, & Retirement	\$0
0250	Insurance General Liability Workers Compensation	\$8,010 \$1,100
0300	Communications Phone @ \$95/mo x 9 mo Internet, email, IT support @ 120/mo x 9 mo	\$3,960
0350	Office Expense Office Supplies @ \$25 / mo x 9 mo Duplicating @ \$25/mo x 9 mo	\$3,520
0400	Equipment	\$3,150
0450	Facilities Rent and Utilities - 147 sq. ft. @ \$1.34/mo x 9 mo	\$19,380
0500	Travel Costs	\$3,640
0550	Program Supplies	\$1,200
0600	Consultancy/Subcontracts	\$0
0650	Fiscal & Audits	\$6,400
0660	Training	\$0
0700	Indirect Costs Indirect expenses @11.1417% of Direct Expenses	\$0
Budget Total		\$274,806

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
April 1, 2017 - March 31, 2018		
NAME OF ORGANIZATION:		Cultural Brokers, Inc.
NAME OF PROJECT:		Family Advocacy and Liaison Services
BUDGET SUMMARY - FY 17-18 (4/1/17 - 3/31/18)		
Budget Categories	Account Number	TOTAL BUDGET
<u>SALARIES & BENEFITS</u>		
Personnel Salaries	0100	\$223,628
Payroll Taxes	0150	\$21,098
Benefits	0200	
Subtotal.....		\$244,726
<u>SERVICES & SUPPLIES</u>		Budgeted Amount
Insurance	0250	\$ 9,110
Communications	0300	\$ 3,960
Office Expense	0350	\$ 3,520
Equipment	0400	\$ 3,150
Facilities	0450	\$ 19,380
Travel Costs	0500	\$ 4,630
Program Supplies	0550	\$ 1,200
Consultancy/Subcontracts	0600	\$ -
Fiscal & Audits	0650	\$ 6,430
Training	0660	\$ -
Indirect Costs	0700	\$ -
Subtotal.....		\$ 51,380
TOTAL (Salaries/Benefits & Services/Supplies)		\$296,106

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
April 1, 2017 - March 31, 2018		
NAME OF ORGANIZATION: Cultural Brokers, Inc.		
NAME OF PROJECT: Family Advocacy and Liaison Services		
Account Number	Expense Category Descriptions	Account Total
0100	Salaries	\$223,628
0150	Payroll Taxes	\$20,594
0154	Payroll Other	\$504
0200	Benefits Health, Dental, Vision, Life, Disability, & Retirement	\$0
0250	Insurance General Liability Workers Compensation	\$8,010 \$1,100
0300	Communications Phone @ \$95/mo x 9 mo Internet, email, IT support @ 120/mo x 9 mo	\$3,960
0350	Office Expense Office Supplies @ \$25 / mo x 9 mo Duplicating @ \$25/mo x 9 mo	\$3,120
0400	Equipment	\$22,930
0450	Facilities Rent and Utilities - 147 sq. ft. @ \$1.34/mo x 9 mo	\$0
0500	Travel Costs	\$4,630
0550	Program Supplies	\$1,200
0600	Consultancy/Subcontracts	\$0
0650	Fiscal & Audits	\$6,430
0660	Training	\$0
0700	Indirect Costs Indirect expenses @11.1417% of Direct Expenses	\$0
Budget Total		\$296,106

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
April 1, 2018- March 31, 2019		
NAME OF ORGANIZATION: Cultural Brokers, Inc.		
NAME OF PROJECT: Family Advocacy and Liaison Services		
BUDGET SUMMARY - FY 18-19 (4/1/18 - 3/31/19)		
Budget Categories	Account Number	TOTAL BUDGET
<u>SALARIES & BENEFITS</u>		
Personnel Salaries	0100	\$261,537
Payroll Taxes	0150	\$25,309
Benefits	0200	
Subtotal.....		\$286,846
<u>SERVICES & SUPPLIES</u>		Budgeted Amount
Insurance	0250	\$ 9,110
Communications	0300	\$ 3,960
Office Expense	0350	\$ 4,520
Equipment	0400	\$ 3,150
Facilities	0450	\$ 19,380
Travel Costs	0500	\$ 7,600
Program Supplies	0550	\$ 1,200
Consultancy/Subcontracts	0600	\$ -
Fiscal & Audits	0650	\$ 6,520
Training	0660	\$ -
Indirect Costs	0700	\$ -
Subtotal.....		\$ 55,440
TOTAL (Salaries/Benefits & Services/Supplies)		\$342,286

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
April 1, 2018 - March 31, 2019		
NAME OF ORGANIZATION: Cultural Brokers, Inc.		
NAME OF PROJECT: Family Advocacy and Liaison Services		
Account Number	Expense Category Descriptions	Account Total
0100	Salaries	\$261,537
0150	Payroll Taxes	\$24,805
0154	Payroll Other	\$504
0200	Benefits Health, Dental, Vision, Life, Disability, & Retirement	\$0
0250	Insurance General Liability Workers Compensation	\$8,010 \$1,100
0300	Communications Phone @ \$95/mo x 9 mo Internet, email, IT support @ 120/mo x 9 mo	\$3,960
0350	Office Expense Office Supplies @ \$25 / mo x 9 mo Duplicating @ \$25/mo x 9 mo	\$4,520
0400	Equipment	\$3,150
0450	Facilities Rent and Utilities - 147 sq. ft. @ \$1.34/mo x 9 mo	\$19,380
0500	Travel Costs Staff Mileage @ 30 miles/mo x .56/mile x 9 mo	\$7,600
0550	Program Supplies	\$1,200
0600	Consultancy/Subcontracts	\$0
0650	Fiscal & Audits	\$6,520
0660	Training	\$0
0700	Indirect Costs Indirect expenses @ 11.1417% of Direct Expenses	\$0
Budget Total		\$342,286