

AGREEMENT

THIS AGREEMENT is made and entered into this 22nd day of June, 2021, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **CENTRAL VALLEY CHILDREN’S SERVICES NETWORK**, a California non-profit public benefit corporation, whose address is 1911 N. Helm Ave., Fresno, CA 93727, hereinafter referred to as "SUBRECIPIENT".

WITNESSETH:

WHEREAS, the lack of access to childcare for potential foster families seeking to take in a foster child is one of the top barriers to placing foster children with families; and

WHEREAS, the passage of Senate Bill (SB) 89 established the Emergency Childcare Bridge Program for Foster Children, which provides a monthly payment or voucher for childcare, a childcare navigator, and trauma-informed training and coaching to childcare providers who care for children in foster care; and

WHEREAS, participation in the Emergency Childcare Bridge Program requires that COUNTY enter into a contract or formal agreement with the designated Childcare Resource and Referral (R&R) program to facilitate interagency communication, leverage funding, and enhance the navigation and training supports authorized by SB 89; and

WHEREAS, SUBRECIPIENT is the designated R&R in the county and is willing and able to provide specified services authorized by SB 89 which includes Childcare Navigator, Trauma-Informed Training and Coaching, and Alternative Payment Program; and

WHEREAS, COUNTY desires to participate in the Emergency Childcare Bridge Program;

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

1. SERVICES

SUBRECIPIENT shall perform all services and fulfill all responsibilities as identified in Exhibit A, Summary of Services, attached hereto and by this reference incorporated herein.

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1 **2. TERM**

2 The term of this Agreement shall be for a period of two (2) years, commencing on July 1,
3 2021 through and including June 30, 2023.

4 This Agreement may be extended for three (3) additional consecutive twelve (12) month
5 periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next
6 twelve (12) month extension period. The DSS Director or designee is authorized to execute such written
7 approval on behalf of COUNTY based on SUBRECIPIENT'S satisfactory performance.

8 **3. TERMINATION**

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

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

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

19 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any
20 breach of this Agreement or any default which may then exist on the part of the SUBRECIPIENT. Neither
21 shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or
22 default. The COUNTY shall have the right to demand of the SUBRECIPIENT the repayment to the
23 COUNTY of any funds disbursed to the SUBRECIPIENT under this Agreement, which in the judgment of
24 the COUNTY were not expended in accordance with the terms of this Agreement. The SUBRECIPIENT
25 shall promptly refund any such funds upon demand.

26 B. Without Cause - Under circumstances other than those set forth above, this Agreement
27 may be terminated by SUBRECIPIENT or COUNTY or COUNTY's Department of Social Services (DSS)
28 Director or designee, upon the giving of thirty (30) days advance written notice of an intention to terminate

1 the Agreement.

2 **4. COMPENSATION**

3 COUNTY agrees to pay SUBRECIPIENT and SUBRECIPIENT agrees to receive
4 compensation in accordance with Exhibit B, attached hereto and by this reference incorporated herein.
5 In no event shall compensation for services performed under this Agreement be in excess of One Million,
6 Four Hundred Forty-Three Thousand, Seven Hundred Sixty-Eight and no/100 Dollars (\$1,443,768) for the
7 period of July 1, 2021 to June 30, 2022. In no event shall compensation for services performed under this
8 Agreement be in excess of One Million, Four Hundred Forty-Three Thousand, Seven Hundred Sixty-Eight
9 and no/100 Dollars (\$1,443,768) for the period of July 1, 2022 to June 30, 2023. Should the term of this
10 Agreement be extended for one (1) additional year, in no event shall compensation for services performed
11 under this Agreement be in excess of One Million, Four Hundred Forty-Three Thousand, Seven Hundred
12 Sixty-Eight and no/100 Dollars (\$1,443,768) for the period of July 1, 2023 to June 30, 2024. Should the
13 term of this Agreement be extended for a second additional year, in no event shall compensation for
14 services performed under this Agreement be in excess of One Million, Four Hundred Forty-Three
15 Thousand, Seven Hundred Sixty-Eight and no/100 Dollars (\$1,443,768) for the period of July 1, 2024 to
16 June 30, 2025. Should the term of this Agreement be extended for a third additional year, in no event shall
17 compensation for services performed under this Agreement be in excess of One Million, Four Hundred
18 Forty-Three Thousand, Seven Hundred Sixty-Eight and no/100 Dollars (\$1,443,768) for the period of July
19 1, 2025 to June 30, 2026. The cumulative total of this agreement shall not be in excess of Seven Million,
20 Two Hundred Eighteen Thousand, Eight Hundred Forty and no/100 Dollars (\$7,218,840). It is understood
21 that all expenses incidental to SUBRECIPIENT'S performance of services under this Agreement shall be
22 borne by the SUBRECIPIENT.

23 **5. INVOICING**

24 SUBRECIPIENT shall invoice COUNTY'S DSS in arrears by the tenth (10th) of each month
25 for expenditures incurred in the previous month to: DSSInvoices@fresnocountyca.gov. Payments by
26 COUNTY'S DSS shall be in arrears, for actual services provided during the preceding month, within forty-
27 five (45) days after receipt, verification and approval of SUBRECIPIENT's invoices by COUNTY'S DSS. A
28 monthly activity report shall accompany the invoice, reflecting services supported by the invoiced

1 expenditures and be in a form and in such detail as acceptable to the COUNTY's DSS. Invoices shall
2 include all corresponding documentation submitted and identified by line item, as identified in Exhibit B.
3 Supporting documentation shall include but is not limited to receipts, invoices received and documented
4 administrative/overhead costs. No reimbursement for services shall be made until invoices, reports and
5 outcomes are received and reviewed by COUNTY's DSS.

6 At the discretion of COUNTY's DSS Director or his designee, if an invoice is incorrect or is
7 otherwise not in proper form or detail, COUNTY's DSS Director or his designee shall have the right to
8 withhold payment as to only that portion of the invoice that is incorrect or improper with five (5) days
9 prior written notice or email correspondence to SUBRECIPIENT. SUBRECIPIENT agrees to continue to
10 provide services for a period of ninety (90) days after written or email notification of an incorrect or
11 improper invoice. If after the ninety (90) day period the invoice(s) is still not corrected to COUNTY's
12 DSS satisfaction, COUNTY or COUNTY's DSS Director or his designee may elect to terminate this
13 Agreement, pursuant to the termination provisions stated in Paragraph Three (3) of this Agreement.

14 All final claims shall be submitted by SUBRECIPIENT within sixty (60) days following the
15 month of actual service for which payment is claimed. No payment for services shall be made by
16 COUNTY's DSS on claims submitted beyond sixty (60) days following the month of actual service for
17 which payment is invoiced.

18 **6. INDEPENDENT CONTRACTOR**

19 In performance of the work, duties and obligations assumed by SUBRECIPIENT under this
20 Agreement, it is mutually understood and agreed that SUBRECIPIENT, including any and all of the
21 SUBRECIPIENT's officers, agents, and employees will at all times be acting and performing as an
22 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
23 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, the COUNTY shall not have
24 any right to control or supervise or direct the manner or method by which SUBRECIPIENT shall perform
25 their work and function. However, COUNTY shall retain the right to administer this Agreement so as to
26 verify that SUBRECIPIENT is performing their obligations in accordance with the terms and conditions
27 thereof.

28 SUBRECIPIENT and COUNTY shall comply with all applicable provisions of law and the

1 rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject
2 thereof. Because of their status as an independent contractor, SUBRECIPIENT shall have absolutely no
3 right to employment rights and benefits available to COUNTY employees. SUBRECIPIENT shall be solely
4 liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits.
5 In addition, SUBRECIPIENT shall be solely responsible and hold COUNTY harmless from all matters
6 relating to payment of SUBRECIPIENT's employees, including compliance with Social Security withholding
7 and all other regulations governing such matters. It is acknowledged that during the term of this
8 Agreement, SUBRECIPIENT may be providing services to others unrelated to the COUNTY or to this
9 Agreement.

10 **7. MODIFICATION**

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

13 B. Notwithstanding the above, change to line items in the budget, attached herein as Exhibit
14 B, in an amount not to exceed 10% of the total maximum annual compensation as identified in Section Four
15 (4) of this Agreement, may be made with the written approval of COUNTY'S DSS Director or designee and
16 SUBRECIPIENT. Budget line items changes shall not result in any change to the maximum annual
17 compensation about payable to SUBRECIPIENT, as stated herein.

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

23 **8. HOLD HARMLESS**

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

1 costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation
2 who may be injured or damaged by the performance, or failure to perform, of SUBRECIPIENT, its officers,
3 agents, or employees under this Agreement. In addition, SUBRECIPIENT agrees to indemnify COUNTY
4 for Federal, State of California and/or local audit exceptions resulting from noncompliance herein on the
5 part of SUBRECIPIENT.

6 **9. INSURANCE**

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

11 A. Commercial General Liability

12 Commercial General Liability Insurance with limits of not less than Two Million Dollars
13 (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars
14 (\$4,000,000). This policy shall be issued on a per occurrence basis. COUNTY may
15 require specific coverages including completed operations, products liability, and
contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability
insurance deemed necessary because of the nature of this contract.

16 B. Automobile Liability

17 Comprehensive Automobile Liability Insurance with limits of not less than One Million
18 Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage
should include any auto used in connection with this Agreement.

19 C. Professional Liability

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

23 D. Worker's Compensation

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

26 Additional Requirements Relating to Insurance

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

1 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
2 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
3 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
4 provided under SUBRECIPIENT's policies herein. This insurance shall not be cancelled or changed
5 without a minimum of thirty (30) days advance written notice given to COUNTY.

6 SUBRECIPIENT hereby waives its right to recover from COUNTY, its officers, agents, and
7 employees any amounts paid by the policy of worker's compensation insurance required by this
8 Agreement. SUBRECIPIENT is solely responsible to obtain any endorsement to such policy that may be
9 necessary to accomplish such waiver of subrogation, but SUBRECIPIENT's waiver of subrogation under
10 this paragraph is effective whether or not SUBRECIPIENT obtains such an endorsement.

11 Within Thirty (30) days from the date SUBRECIPIENT signs and executes this Agreement,
12 SUBRECIPIENT shall provide certificates of insurance and endorsement as stated above for all of the
13 foregoing policies, as required herein, to the County of Fresno, (Attention: Contract Analyst, 205 W.
14 Pontiac Way, Building 2, Clovis, CA 93612 or to DSSContractInsurance@fresnocountyca.gov), stating that
15 such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers,
16 agents and employees will not be responsible for any premiums on the policies; that for such worker's
17 compensation insurance the SUBRECIPIENT has waived its right to recover from the COUNTY, its
18 officers, agents, and employees any amounts paid under the insurance policy and that waiver does not
19 invalidate the insurance policy; that such Commercial General Liability insurance names the County of
20 Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only
21 insofar as the operations under this Agreement are concerned; that such coverage for additional insured
22 shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its
23 officers, agents and employees, shall be excess only and not contributing with insurance provided under
24 SUBRECIPIENT's policies herein; and that this insurance shall not be cancelled or changed without a
25 minimum of thirty (30) days advance, written notice given to COUNTY.

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

1 All policies shall be issued by admitted insurers licensed to do business in the State of California,
2 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
3 FSC VII or better.

4 **10. ASSIGNMENTS AND SUBCONTRACTS**

5 SUBRECIPIENT shall obtain written approval from COUNTY before assigning or
6 subcontracting any or all of SUBRECIPIENT's rights or duties under this Agreement. Any transferee,
7 assignee or subcontractor will be subject to all applicable provisions of this Agreement, and all applicable
8 State and Federal regulations. SUBRECIPIENT shall be held primarily responsible by COUNTY for the
9 performance of any transferee, assignee or subcontractor unless otherwise expressly agreed to in writing
10 by COUNTY. The use of subcontractors by SUBRECIPIENT shall not entitle SUBRECIPIENT to any
11 additional compensation than is provided for under this Agreement.

12 **11. CONFLICT OF INTEREST**

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

20 **12. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

21 This provision is only applicable if the SUBRECIPIENT is operating as a corporation (a for-
22 profit or non-profit corporation) or if during the term of this agreement, the SUBRECIPIENT changes its
23 status to operate as a corporation.

24 Members of the SUBRECIPIENT's Board of Directors shall disclose any self-dealing
25 transactions that they are a party to while the SUBRECIPIENT is providing goods or performing
26 services under this Agreement. A self-dealing transaction shall mean a transaction to which the
27 SUBRECIPIENT is a party and in which one or more of its directors has a material financial interest.
28 Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to

1 by completing and signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit C
2 and incorporated herein by reference, and submitting it to the COUNTY prior to commencing with the
3 self-dealing transaction or immediately thereafter.

4 **13. NON-DISCRIMINATION**

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

11 **14. RECRUITMENT OF EMPLOYEES AND SERVICES TO CLIENTS**

12 SUBRECIPIENT shall ensure that its employment recruitment efforts, including administrative
13 and professional staff positions, are carried out so as to adequately reflect the cultural and ethnic diversity
14 of the population of Fresno County. SUBRECIPIENT shall use its best efforts to serve all cultural and
15 ethnic groups residing in Fresno County.

16 **15. LIMITED ENGLISH PROFICIENCY**

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

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1 **16. CONFIDENTIALITY**

2 All services performed by SUBRECIPIENT under this Agreement shall be in strict
3 conformance with all applicable Federal, State of California, and/or local laws and regulations relating
4 to confidentiality.

5 **17. DATA SECURITY**

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

12 A. Subrecipient-Owned Mobile/Wireless/Handheld Devices may not be connected to
13 COUNTY networks via personally owned mobile, wireless or handheld devices, except when
14 authorized by COUNTY for telecommuting and then only if virus protection software currency
15 agreements are in place and if a secure connection is used.

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

21 C. County-Owned Computer Equipment – SUBRECIPIENT or anyone having an
22 employment relationship with COUNTY may not use COUNTY computers or computer peripherals on
23 non-COUNTY premises without prior authorization from COUNTY's Chief Information Officer or her
24 designee.

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

27 E. SUBRECIPIENT is responsible to employ strict controls to insure the integrity and
28 security of COUNTY's confidential information and to prevent unauthorized access to data maintained

1 in computer files, program documentation, data processing systems, data files and data processing
2 equipment which stores or processes COUNTY data internally and externally.

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

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

10 H. In the event of a breach of security related to COUNTY's confidential client information
11 provided to SUBRECIPIENT, COUNTY will manage the response to the incident, however,
12 SUBRECIPIENT will be responsible to issue any notification to affected individuals as required by law or
13 as deemed necessary by COUNTY in its sole discretion. SUBRECIPIENT will be responsible for all costs
14 incurred as a result of providing the required notification.

15 **18. CLEAN AIR AND WATER**

16 In the event the funding under this Agreement exceeds One Hundred Thousand and No/100
17 Dollars (\$100,000.00), SUBRECIPIENT shall comply with all applicable standards, orders or requirements
18 issued under the Clean Air Act contained in 42 U.S. Code 7601 et seq; the Clean Water Act contained in
19 33 U.S. Code 1368 et seq.; and any standards, laws and regulations, promulgated thereunder. Under
20 these laws and regulations, SUBRECIPIENT shall assure:

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

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

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

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

2 **19. DRUG-FREE WORKPLACE REQUIREMENTS**

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

11 **20. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INTELIGIBILITY AND**
12 **VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS**

13 A. COUNTY and SUBRECIPIENT recognize that Federal assistance funds will be used
14 under the terms of this Agreement. For purposes of this paragraph, SUBRECIPIENT will be referred to as
15 the “prospective recipient”.

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

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

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

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

1 4) The prospective recipient shall provide immediate written notice to COUNTY if at any
2 time prospective recipient learns that its certification in Paragraph Twenty One (21) of this Agreement was
3 erroneous when submitted or has become erroneous by reason of changed circumstances.

4 5) The prospective recipient further agrees that by entering into this Agreement, it will
5 include a clause identical to Paragraph Twenty One (21) of this Agreement and titled "Certification
6 Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered
7 Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered transaction.

8 6) The certification in Paragraph Twenty One (21) of this Agreement is a material
9 representation of fact upon which COUNTY relied in entering into this Agreement.

10 **21. POLITICAL ACTIVITY**

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

14 **22. LOBBYING ACTIVITY**

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

18 **23. STATE ENERGY CONSERVATION**

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

22 **24. FRATERNIZATION**

23 SUBRECIPIENT shall establish procedures addressing fraternization between
24 SUBRECIPIENT's staff and clients. Such procedures will include provisions for informing
25 SUBRECIPIENT's staff and clients regarding fraternization guidelines.

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

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

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

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

5 **27. RECORDS**

6 A. Record Establishment and Maintenance

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

12 B. Cost Documentation

13 1) SUBRECIPIENT shall submit to COUNTY within fifteen (15) calendar days following
14 the end of each month, all fiscal and program reports for that month. SUBRECIPIENT shall also furnish to
15 COUNTY such statements, records, data and information as COUNTY may request pertaining to matters
16 covered by this Agreement. In the event that SUBRECIPIENT fails to provide reports as provided herein, it
17 shall be deemed sufficient cause for COUNTY to withhold payments until compliance is established.

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

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

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1 C. Service Documentation

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

6 D. Use of Data

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

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

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

28 COUNTY shall have access to any report, preliminary findings or data assembled by

1 SUBRECIPIENT under this Agreement. In addition, SUBRECIPIENT must receive written permission
2 from COUNTY prior to publication of any materials developed under this Agreement and file with COUNTY
3 a copy of all educational and training materials, curricula, audio/visual aids, printed material and
4 periodicals, assembled pursuant to this Agreement prior to publication.

5 **28. SINGLE AUDIT CLAUSE**

6 If SUBRECIPIENT expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in
7 Federal and Federal flow-through monies, SUBRECIPIENT agrees to conduct an annual audit in
8 accordance with the requirements of the Single Audit Standards as set forth in Office of Management
9 and Budget (OMB) Circular 2 CFR 200. SUBRECIPIENT shall submit said audit and management letter
10 to COUNTY. The audit must include a statement of findings or a statement that there were no findings.
11 If there were negative findings, SUBRECIPIENT must include a corrective action plan signed by an
12 authorized individual. SUBRECIPIENT agrees to take action to correct any material non-compliance or
13 weakness found as a result of such audit. Such audit shall be delivered to COUNTY's DSS
14 Administration, for review within nine (9) months of the end of any fiscal year in which funds were
15 expended and/or received for the program. Failure to perform the requisite audit functions as required
16 by this Agreement may result in COUNTY performing the necessary audit tasks, or at COUNTY's
17 option, contracting with a public accountant to perform said audit, or, may result in the inability of
18 COUNTY to enter into future agreements with SUBRECIPIENT. All audit costs related to this
19 Agreement are the sole responsibility of SUBRECIPIENT.

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

21 To the extent necessary to prevent disallowance of reimbursement under section 1861 (v) (1)
22 (1) (I) of the Social Security Act, (42 U.S.C § 1395x, subd. (v)(1)[I]), until the expiration of four (4) years
23 after the furnishing of services under this Agreement, SUBRECIPIENT shall make available, upon written
24 request to the Secretary of the United States Department of Health and Human Services, or upon request
25 to the Comptroller General of the United States General Accounting Office, or any of their duly authorized
26 representatives, a copy of this Agreement and such books, documents, and records as are necessary to
27 certify the nature and extent of the costs of these services provided by SUBRECIPIENT under this
28 Agreement. SUBRECIPIENT further agrees that in the event SUBRECIPIENT carries out any of its duties

1 under this Agreement through a subcontract, with a value or cost of Ten Thousand and No/100 Dollars
2 (\$10,000) or more over a twelve (12) month period, with a related organization, such Agreement shall
3 contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services
4 pursuant to such subcontract, the related organizations shall make available, upon written request to the
5 Secretary of the United States General Accounting Office, or any of their duly authorized representatives, a
6 copy of such subcontract and such books, documents, and records of such organization as are necessary
7 to verify the nature and extent of such costs.

8 **30. CHILD ABUSE REPORTING**

9 SUBRECIPIENT shall utilize a procedure acceptable to COUNTY to ensure that all of
10 SUBRECIPIENT's employees, volunteers, consultants, subcontractor or agents performing services under
11 this Agreement shall report all known or suspected child abuse or neglect to one or more of the agencies
12 set forth in Penal Code Section 11165.9. This procedure shall include having all of SUBRECIPIENT's
13 employees, volunteers, consultants, subcontractor or agents performing services under this Agreement
14 sign a statement that he or she knows of and will comply with the reporting requirements set forth in Penal
15 Code Section 11166. The statement to be utilized by SUBRECIPIENTS is set forth in Exhibit D, attached
16 hereto and by this reference incorporated herein.

17 **31. CHARITABLE CHOICE**

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

1 who requested referrals to alternate providers based on religious objection.

2 **32. PERSONNEL DISCLOSURE**

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

6 A. All full or part-time staff positions by title whose direct services are required to provide the
7 programs described herein;

8 B. A brief description of the functions of each such position and hours each person in such
9 position works each week or, for part-time positions, each day or month, as appropriate;

10 C. The education and experience levels required for each position; and

11 D. The names of persons filling the identified positions.

12 **33. PROHIBITION ON PUBLICITY**

13 None of the funds, materials, property or services provided directly or indirectly under this
14 Agreement shall be used for SUBRECIPIENT's advertising, fundraising, or publicity (i.e., purchasing of
15 tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the above,
16 publicity of the services described in Paragraph One (1) of this Agreement shall be allowed as necessary
17 to raise public awareness about the availability of such specific services when approved in advance by the
18 Director or designee and at a cost as provided in Exhibit B for such items as written/printed materials, the
19 use of media (i.e., radio, television, newspapers) and any other related expense(s).

20 **34. PROPERTY OF COUNTY**

21 Any use of COUNTY funds provided under this Agreement, as specified in Exhibit B, for the
22 purchase of computer hardware, software and printer must be approved by COUNTY prior to purchase
23 and must meet COUNTY specifications. Any hardware and software so provided shall remain the property
24 of COUNTY and shall revert to COUNTY's physical possession upon termination or expiration of this
25 Agreement. SUBRECIPIENT agrees to take reasonable and prudent steps to ensure the security of any
26 and all said hardware and software provided to it by COUNTY under this Agreement, to maintain
27 replacement-value insurance coverage on said hardware and software of like kind and quality approved by
28 COUNTY.

1 All purchases over Five Thousand Dollars (\$5,000), and certain purchases under Five
2 Thousand Dollars (\$5,000) such as cameras, televisions, DVD players and other sensitive items, made
3 during the life of this Agreement that will outlive the life of this Agreement, shall be identified as fixed
4 assets with an assigned Fresno County DSS Accounting Inventory Number. These fixed assets shall be
5 retained by COUNTY, as COUNTY property, in the event this Agreement is terminated or upon expiration
6 of this Agreement. SUBRECIPIENT agrees to participate in an annual inventory of all COUNTY fixed
7 assets and shall be physically present when fixed assets are returned to COUNTY possession at the
8 termination or expiration of this Agreement. SUBRECIPIENT is responsible for returning to COUNTY all
9 COUNTY owned fixed assets upon the expiration or termination of this Agreement.

10 **35. AUDITS AND INSPECTIONS**

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

16 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00),
17 SUBRECIPIENT shall be subject to the examination and audit of the State of California Auditor General
18 for a period of three (3) years after final payment under contract (California Government Code section
19 8546.7).

20 In addition, SUBRECIPIENT shall cooperate and participate with COUNTY's fiscal review
21 process and comply with all final determinations rendered by the COUNTY's fiscal review process. If
22 COUNTY reaches an adverse decision regarding SUBRECIPIENT's services to consumers, it may
23 result in the disallowance of payment for services rendered; or in additional controls to the delivery of
24 services, or in the termination of this Agreement, at the discretion of COUNTY's DSS Director or
25 designee. If as a result of COUNTY's fiscal review process a disallowance is discovered due to
26 SUBRECIPIENT's deficiency, SUBRECIPIENT shall be financially liable for the amount previously paid
27 by COUNTY to SUBRECIPIENT and this disallowance will be adjusted from SUBRECIPIENT's future
28 payments, at the discretion of COUNTY's DSS Director or designee. In addition, COUNTY shall have

1 the sole discretion in the determination of fiscal review outcomes, decisions and actions.

2 **36. NOTICES**

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

5 <u>COUNTY</u>	6 <u>SUBRECIPIENT</u>
7 Director, County of Fresno	Executive Director
8 Department of Social Services	Central Valley Children's Services Network
9 P.O. Box 1912	1911 N. Helm Ave
10 Fresno, CA 93721	Fresno, CA 93727

11 All notices between the COUNTY and SUBRECIPIENT provided for or permitted under this Agreement
12 must be in writing and delivered either by personal service, by first-class United States mail, by an
13 overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
14 personal service is effective upon service to the recipient. A notice delivered by first-class United States
15 mail is effective three (3) COUNTY business days after deposit in the United States mail, postage prepaid,
16 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
17 (1) COUNTY business day after deposit with the overnight commercial courier service, delivery fees
18 prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice
19 delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such
20 transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be
21 effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine
22 record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in
23 this section establishes, waives, or modifies any claims presentation requirements or procedures provided
24 by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government
25 Code, beginning with section 810).

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

27 In the event of any change in the status of SUBRECIPIENT's leadership or management,
28 SUBRECIPIENT shall provide written notice to COUNTY within thirty (30) days from the date of change.
Such notification shall include any new leader or manager's name, address and qualifications.
"Leadership or management" shall include any employee, member, or owner of SUBRECIPIENT who

1 either a) directs individuals providing services pursuant to this Agreement, b) exercises control over the
2 manner in which services are provided, or c) has authority over SUBRECIPIENT'S finances.

3 **38. GOVERNING LAW**

4 Venue for any action arising out of or related to this Agreement shall only be in Fresno
5 County, California.

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

8 **39. ENTIRE AGREEMENT**

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

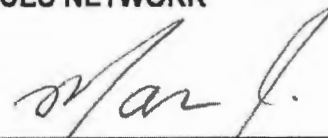
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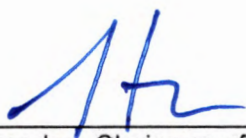
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
and year first hereinabove written.

**SUBRECIPIENT:
CENTRAL VALLEY CHILDREN'S
SERVICES NETWORK**

COUNTY OF FRESNO:

By 

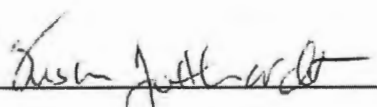
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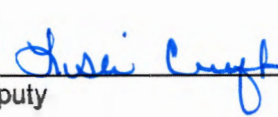
Print Name: Marco A Jimenez

Steve Brandau, Chairman of the Board
of Supervisors of the County of Fresno

Title: Executive Director
Executive Director or Designee

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors of the
County of Fresno, State of California

By 

By 
Deputy

Print Name: Susan Gotthardt

Title: Accounting Manager

Mailing Address:
1911 N. Helm Ave.
Fresno, CA 93727
Attn: Marco Jimenez, Executive Director

Fund/Subclass: 0001/10000
ORG No.: 56107001
Account No.: 7870

SUMMARY OF SERVICES

ORGANIZATION: Central Valley Children’s Services Network (CVCSN)
PROJECT TITLE: Emergency Childcare Bridge Program for Foster Children
ADDRESS: 1911 N Helm Ave. Fresno, CA 93727
SERVICES: Childcare Navigator, Trauma-Informed Care Training and Voucher Distribution Services
TELEPHONE: (559) 456-1100
CONTACT: Marco A. Jimenez, Executive Director
EMAIL: marcoj@cvcsn.org
CONTRACT PERIOD: July 1, 2021 – June 30, 2022
July 1, 2022 – June 30, 2023
July 1, 2023 – June 30, 2024 (if term extended)
July 1, 2024 – June 30, 2025 (if term extended)
July 1, 2025 – June 30, 2026 (if term extended)

I. PURPOSE

With the passage of Senate Bill 89, families that have a child placed with them in an emergency or for a compelling reason, licensed foster family homes or certified family homes, approved homes of relatives or nonrelative extended family members, and parents under the jurisdiction of the juvenile court, including, but not limited to non-minor dependent parents who have their child placed with them (hereinafter referred to as “eligible families”) are eligible to receive a time-limited monthly payment or voucher for childcare and services from a childcare navigator. SB 89 also provides for the provision of trauma-informed care training and coaching for childcare providers to support their work with foster children.

The State’s implementation of SB 89 is the Emergency Childcare Bridge Program which requires participating counties to specifically contract with the local designated Resource and Referral agency (R&R) for the provision of childcare navigator and trauma-informed care training and coaching. In addition, the State allows participating counties to contract for the administration of childcare voucher payments with a local Alternate Payment Program.

In Fresno County, the R&R is the Central Valley Children’s Services Network (SUBRECIPIENT), and in addition, they are an Alternative Payment Program provider.

Central Valley Children’s Services Network (“SUBRECIPIENT”) will provide 1) Childcare Navigator services, 2) Trauma-Informed Care Training and Coaching, and 3) Voucher

Payment Distribution (APP) services. Services will include but not be limited to the services identified in item III.

II. TARGET POPULATION

The target population for these services includes but is not limited to:

- Resource families and families that have a child placed with them in an emergency or for a compelling reason;
- Licensed foster family homes or certified family homes;
- Approved homes of relatives or nonrelative extended family members; and
- Parents under the jurisdiction of the juvenile court, including, but not limited to non-minor dependent parents.

Priority will be given to relative placements that accept emergency placement of youth.

III. SUBRECIPIENT SHALL BE RESPONSIBLE FOR THE FOLLOWING SERVICES:

A. Childcare Navigator:

The Navigator will assist with finding a childcare provider, securing subsidized childcare placement (if eligible), completing childcare program applications, and developing a plan for long-term childcare appropriate to the child's age and needs. The Navigator will work with the family to find successful childcare placements with quality providers that will meet the needs of the child and family.

Eligibility for Navigator services shall not be contingent on a child's receipt of a childcare payment or voucher. Childcare Navigators must have sufficient knowledge of the child care subsidy system.

The Childcare Navigator will:

- Work with eligible families, child welfare social workers, probation officers (if applicable), and other child and family team members to access childcare, as well as, identify childcare options appropriate to the child's age and needs;
- Connect the family to information and resources about school readiness and childcare to empower families and improve their ability to access resources and make informed decisions about their childcare needs;
- Assist the family in identifying potential opportunities for an ongoing childcare subsidy, if eligible;
- Assist the family in completing appropriate childcare program applications and enrolling into a childcare program; and
- Develop an overall, long-term childcare plan for the child, including plans where possible, to minimize childcare transitions or disruptions for the child;
- Complete the Childcare Bridge Monthly Report and other reports as requested by DSS. Reporting will include an explanation every sixty (60) calendar days a

youth has been enrolled in the Bridge Program addressing challenges/barriers to obtaining long-term subsidized childcare.

B. Trauma-Informed Care Training and Coaching:

SUBRECIPIENT is required to provide trauma-informed care training and coaching to childcare providers working with children, and children of parenting youth, in the foster care system. The California Childcare Resource and Referral Network (Network) will develop and coordinate the training content to be used. Childcare Navigators will also provide coaching to assist childcare providers in applying training curriculum and learning strategies for working with children in foster care.

The training includes, but is not limited to:

- Infant and toddler development; and
- Research-based, trauma-informed best care practices for children in the child welfare system.

C. Voucher Payment Distribution

SUBRECIPIENT will administer and oversee all aspects of voucher payment distribution for eligible families.

D. Additional Responsibilities

- SUBRECIPIENT will participate in monthly or quarterly meetings with DSS staff to discuss program and/or contractual issues and may include reporting out on training and voucher distribution.
- SUBRECIPIENT will assist license-exempt childcare applicants with registration, completion and payment associated with the Trustline process. Should SUBRECIPIENT receive any information that indicates the childcare provider, or proposed childcare provider of a Bridge Program eligible youth has a clearance issue at any point in the process, SUBRECIPIENT is to cross-report the information to the assigned Child Welfare Services Program Manager immediately, or at minimum within 24 hours.
- SUBRECIPIENT shall provide annual Civil Rights and Privacy and Security trainings to their staff within the first 60 days of the agreement and then within the first quarter of every calendar year. Relevant proof to be provided to DSS by April 1, for each year of the contract.

IV. COUNTY RESPONSIBILITIES

- A. Provide referrals to SUBRECIPIENT.
- B. Designate a contact person for SUBRECIPIENT to communicate with as necessary.
- C. Meet with SUBRECIPIENT monthly or as often as needed, to exchange pertinent information, resolve problems, and work together to coordinate referrals and services.
- D. Ensure the payment or voucher is in an amount to commensurate with the Regional Market Rate (RMR) ceiling payment rates.

- E. Collect/receive reports and outcomes from SUBRECIPIENT to be submitted to the California Department of Social Services.

V. PERFORMANCE INDICATORS, OUTPUTS AND OUTCOMES

A. Overall Service Objective:

The goal of these services is to increase the number of foster children successfully placed in home-based family care, increase capacity of childcare programs to meet the needs of foster children, and maximize funding to support the childcare needs of eligible families. In support of this goal, COUNTY will evaluate SUBRECIPIENT's ability to transition families from Bridge Program funded childcare to other subsidized childcare programs within six (6) months of enrollment in the Bridge Program.

B. Service Objectives

- Contingent upon referrals received from DSS, Childcare Navigator services will be provided to an estimated minimum of 50 families referred by DSS annually.
- Training and coaching are to be provided to an estimated minimum of 20 programs/care providers annually; including 2 training sessions per month.
- Voucher administration and distribution will be provided to all families referred and eligible to receive a childcare payment or voucher.
- Provision of Trustline assistance will be provided to an estimated 30 in-home or license-exempt childcare applicants annually.

C. Performance Indicators, Outputs and Outcomes:

SUBRECIPIENT shall report performance indicators, outputs and outcomes in a manner determined by DSS. SUBRECIPIENT shall report the following indicators, outputs and outcomes:

- Number of children served;
- Net change in population served;
- Length of time to process and issue the voucher to eligible families;
- Type of childcare setting selected;
- Type of childcare schedule requested (standard weekday or alternative weekend and evening schedules)
- Number and average duration of vouchers disbursed;
- Length of time (number of months) family received the payment or voucher;
- Number of children unable to secure stable childcare prior to the Bridge Program voucher expiring at 6 months and 12 months, if applicable;
- Number of referrals to childcare navigators;
- Number of families served by navigators;
- Number of children enrolled in Bridge subsidized childcare;
- Number of children enrolled in non-Bridge subsidized childcare;
- Number of children transitioning from Bridge to non-Bridge subsidized childcare;

- Length of time to transition from Bridge to non-Bridge subsidized childcare;
- Number of trauma-informed care trainings scheduled and number provided;
Number of childcare providers attending trauma-informed care trainings;
- Number of coaching sessions scheduled and number provided;
- Number of childcare programs and childcare providers served.

The performance indicators, outputs and outcomes to be reported by SUBRECIPIENT may be changed, upon written agreement of SUBRECIPIENT and the Director of DSS, or his designee, when necessary to comply with changes in State regulations or program requirements.

Bridge Budget (July 1, 2021 – June 30, 2022)

VENDOR NAME: Central Valley Children’s Services Network

SERVICE: Emergency Childcare Bridge Program

Childcare Navigator	
Salaries (up to 6 Navigators)	94,348
Benefits	31,458
NoHo Software	5,000
Ongoing Professional Development - lodging, conference registration, per diem, parking fees, transportation cost, etc.	20,000
Subtotal	\$150,806
Trauma-Informed Training & Coaching	
Salaries for 12mos. (Up to 3 Trainers)	70,500
Benefits (taxes, WC, 401K, etc.) – Estimated costs for 12mos.	17,625
Mileage for Training & Coaching Sessions	1,500
Office supplies, printing, copies for trainings, training materials, equipment, etc.	25,000
Ongoing Professional Development – lodging, conference registration, per diem, travel cost, etc.	15,000
Consultancy – Subcontracts	10,000
Communication	1,000
2 Tablets + Accessories	2,000
Training Software + Licenses	2,298
Subtotal	\$144,923
Alternative Payment Program	
Voucher Payments	935,912
Trustline	13,600
Administrative Costs (17.5%)	198,527
Subtotal	\$1,148,039
Total Expenses: \$1,443,768	

Proposed Budget Detail Narrative 2021-2022

Vendor Name: Central Valley Children's Services Network

Service: Emergency Childcare Bridge Program

Childcare Navigator

Navigator 1 @ .30 FTE = \$26,667

Navigator 1 @ .38 FTE = \$20,900

Navigator (4) @ .20 FTE = \$46,781; Total = \$94,348

Navigators are at varying degrees of knowledge and experience. Funds will help support up to 6 Childcare Bridge Navigators. Navigators support families in enrolling into the Bridge Voucher Program and into a childcare program. Families are also provided with assistance, resources, and the opportunity to transfer into a longer term alternative payment program.

Benefits – Navigators

FICA – Social Security taxes calculated @7.65% of total wages = \$7,217, SUI based on first \$7,000 wages = \$1,890, Worker's Comp Ins. 1.06% of total wages = \$1,000, 401k 3% of total wages = \$2,830, Health/Dental Insurance = \$18,521. Total = \$31,458.

NoHo Software @ \$5,000 annual cost. A case management software that will enable and facilitate communication between the Bridge Voucher and the Navigation. Software hosts case management files securely and provides technical assistance. First year includes set up fee.

On-going Professional Development @ estimated cost of \$20,000. Funds will help support the Childcare Bridge Navigators in obtaining case management training and corresponding expenses to be able to improve their navigation work. All training funded by this estimated cost will be solely for the Bridge Navigator role and supporting their responsibilities as navigators.

Trauma Informed Training and Coaching

Trauma Informed Coach/Trainer 1 @ .50 FTE = \$17,500

Trauma Informed Coach/Trainer (2) @ 1 FTE = \$53,000. Total = \$70,500

Funds will help support up to 2.5 Trauma informed Trainers and Coaches. TIC Trainers and Coaches provide monthly training and coaching opportunities to childcare providers.

Benefits – Trauma Informed Coaches/Trainers

FICA – Social Security taxes calculated @7.65% of total wages = \$5,393, SUI based on first \$7,000 wages = \$945, Worker's Comp Ins. 1.06% of total wages = \$747, 401k 3% of total wages = \$2,115, Health/Dental Insurance = \$8,425.

Mileage for Training and Coaching Sessions @ \$1,500. Funds will support any travel expenses for TIC Trainer role and responsibilities.

Office Supplies @ estimated cost of \$25,000. Funds will support with office supplies, printing, copies for trainings, training materials, equipment, etc. needed/required for Trauma Informed Care Training and Coaching.

On-going Professional Development @ estimated \$15,000. Funds will help support the Trauma Informed Care Trainers and Coaches in obtaining training and corresponding expenses to be able to improve their work and responsibilities. All training funded by this estimated cost will be solely for the Bridge Trauma Informed Care Trainer and Coach role and supporting their responsibilities.

Consultancy - Subcontracts @ estimated \$10,000. Funds will support guest trainers or other trainers to provide professional development opportunities.

Communication @ estimated \$1,000 annually. Funds will support monthly phone charges. Phone will be used to support Trauma Informed Care Trainer and Coaching responsibilities.

2 Tablet + Accessories (FY 2021-2022 only) @ \$2,000. For example, Samsung Galaxy Tablet \$850, plus \$150 for keyboard and case. Funds will support the purchase of two tablets and it's accessories such as keyboard/case. The Bridge program currently has 2 tablets for use. This allows for 2 more staff to have more capabilities to help facilitate remote work when needed for easier travel. Tablets will also be used for training and coaching.

Training Software + Licenses @ estimated cost \$2,298. Funds will support necessary software to provide training and coaching such as, but not limited to Zoom, Grammarly, Microsoft PowerPoint, Canva, etc.

Alternative Payment Program

Voucher Payments @ \$935,912. Funds will provide direct support to families assisting with the cost of childcare. Provider agreements and payments are based on the Regional Market Rate of the respective county.

Trustline @ \$13,600. Funds will provide support for license-exempt (family, friend, or neighbor caregiver) who are required to provide a background check prior to agreement.

Administrative costs @ 17.5% of Voucher Payments, \$198,527.

Bridge Budget (July 1, 2022 – June 30, 2023)

VENDOR NAME: Central Valley Children’s Services Network

SERVICE: Emergency Childcare Bridge Program

Childcare Navigator	
Salaries (up to 6 Navigators)	94,348
Benefits	31,458
NoHo Software	2,500
Ongoing Professional Development - lodging, conference registration, per diem, transportation cost, etc.	22,500
Subtotal	\$150,806
Trauma-Informed Training & Coaching	
Salaries for 12mos. (Up to 3 Trainers)	70,500
Benefits (taxes, WC, 401K, etc.) – Estimated costs for 12mos.	17,625
Mileage for Training & Coaching Sessions	1,500
Office supplies, printing, copies for trainings, training materials, equipment, etc.	25,000
Ongoing Professional Development – lodging, conference registration, per diem, parking fees, transportation cost, etc.	15,000
Consultancy – Subcontracts	12,000
Communication	1,000
Training Software + Licenses	2,298
Subtotal	\$144,923
Alternative Payment Program	
Voucher Payments	935,912
Trustline	13,600
Administrative Costs (17.5%)	198,527
Subtotal	\$1,148,039
Total Expenses: \$1,443,768	

Proposed Budget Detail Narrative 2022-2023

Vendor Name: Central Valley Children's Services Network

Service: Emergency Childcare Bridge Program

Childcare Navigator

Navigator 1 @ .30 FTE = \$26,667

Navigator 1 @ .38 FTE = \$20,900

Navigator (4) @ .20 FTE = \$46,781. Total = \$94,348

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Benefits – Navigators

FICA – Social Security taxes calculated @7.65% of total wages = \$7,217, SUI based on first \$7,000 wages = \$1,890, Worker's Comp Ins. 1.06% of total wages = \$1,000, 401k 3% of total wages = \$2,830, Health/Dental Insurance = \$18,521. Total = \$31,458.

NoHo Software @ \$2,500 annual cost. A case management software that will enable and facilitate communication between the Bridge Voucher and the Navigation. Software hosts case management files securely and provides technical assistance. Licenses for 6 users \$2,500 Annual.

On-going Professional Development @ estimated cost of \$22,500. Funds will help support the Childcare Bridge Navigators in obtaining case management training and corresponding expenses to be able to improve their navigation work. All training funded by this estimated cost will be solely for the Bridge Navigator role and supporting their responsibilities as navigators.

Trauma Informed Training and Coaching

Trauma Informed Coach/Trainer 1 @ .50 FTE = \$17,500

Trauma Informed Coach/Trainer (2) @ 1 FTE = \$53,000, Total = \$70,500

Funds will help support up to 2.5 Trauma informed Trainers and Coaches. TIC Trainers and Coaches provide monthly training and coaching opportunities to childcare providers.

Benefits – Trauma Informed Coaches/Trainers

FICA – Social Security taxes calculated @7.65% of total wages = \$5,393, SUI based on first \$7,000 wages = \$945, Worker's Comp Ins. 1.06% of total wages = \$747, 401k 3% of total wages = \$2,115, Health/Dental Insurance = \$8,425.

Mileage for Training and Coaching Sessions @ \$1,500. Funds will support any travel expenses for TIC Trainer role and responsibilities.

Office Supplies @ estimated cost of \$25,000. Funds will support with office supplies, printing, copies for trainings, training materials, equipment, etc. needed/required for Trauma Informed Care Training and Coaching.

On-going Professional Development @ estimated \$15,000. Funds will help support the Trauma Informed Care Trainers and Coaches in obtaining training and corresponding expenses to be able to improve their work and responsibilities. All training funded by this estimated cost will be solely for the Bridge Trauma Informed Care Trainer and Coach role and supporting their responsibilities.

Consultancy - Subcontracts @ estimated \$12,000. Funds will support guest trainers or other trainers to provide professional development opportunities.

Communication @ estimated \$1,000 annually. Funds will support monthly phone charges. Phone will be used to support Trauma Informed Care Trainer and Coaching responsibilities.

Training Software + Licenses @ estimated cost \$2,298. Funds will support necessary software to provide training and coaching such as, but not limited to Zoom, Grammarly, Microsoft PowerPoint, Canva, etc.

Alternative Payment Program

Voucher Payments @ \$935,912. Funds will provide direct support to families assisting with the cost of childcare. Provider agreements and payments are based on the Regional Market Rate of the respective county.

Trustline @ \$13,600. Funds will provide support for license-exempt (family, friend, or neighbor caregiver) who are required to provide a background check prior to agreement.

Administrative costs @ 17.5% of Voucher Payments, \$198,527.

Bridge Budget (July 1, 2023 – June 30, 2024)

VENDOR NAME: Central Valley Children’s Services Network

SERVICE: Emergency Childcare Bridge Program

Childcare Navigator	
Salaries (up to 6 Navigators)	94,348
Benefits	31,458
NoHo Software	2,500
Ongoing Professional Development - lodging, conference registration, per diem, transportation cost, etc.	22,500
Subtotal	\$150,806
Trauma-Informed Training & Coaching	
Salaries for 12mos. (Up to 3 Trainers)	70,500
Benefits (taxes, WC, 401K, etc.) – Estimated costs for 12mos.	17,625
Mileage for Training & Coaching Sessions	1,500
Office supplies, printing, copies for trainings, training materials, equipment, etc.	25,000
Ongoing Professional Development – lodging, conference registration, per diem, parking fees, transportation cost, etc.	15,000
Consultancy – Subcontracts	12,000
Communication	1,000
Training Software + Licenses	2,298
Subtotal	\$144,923
Alternative Payment Program	
Voucher Payments	935,912
Trustline	13,600
Administrative Costs (17.5%)	198,527
Subtotal	\$1,148,039
Total Expenses: \$1,443,768	

Proposed Budget Detail Narrative 2023-2024

Vendor Name: Central Valley Children's Services Network

Service: Emergency Childcare Bridge Program

Childcare Navigator

Navigator 1 @ .30 FTE = \$26,667

Navigator 1 @ .38 FTE = \$20,900

Navigator (4) @ .20 FTE = \$46,781, Total = \$94,348

Navigators are at varying degrees of knowledge and experience. Funds will help support up to 6 Childcare Bridge Navigators. Navigators support families in enrolling into the Bridge Voucher Program and into a childcare program. Families are also provided with assistance, resources, and the opportunity to transfer into a longer term alternative payment program.

Benefits – Navigators

FICA – Social Security taxes calculated @7.65% of total wages = \$7,217, SUI based on first \$7,000 wages = \$1,890, Worker's Comp Ins. 1.06% of total wages = \$1,000, 401k 3% of total wages = \$2,830, Health/Dental Insurance = \$18,521. Total = \$31,458.

NoHo Software @ \$2,500 annual cost. A case management software that will enable and facilitate communication between the Bridge Voucher and the Navigation. Software hosts case management files securely and provides technical assistance. Licenses for 6 users \$2,500 Annual.

On-going Professional Development @ estimated cost of \$22,500. Funds will help support the Childcare Bridge Navigators in obtaining case management training and corresponding expenses to be able to improve their navigation work. All training funded by this estimated cost will be solely for the Bridge Navigator role and supporting their responsibilities as navigators.

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Benefits – Trauma Informed Coaches/Trainers

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Administrative costs @ 17.5% of Voucher Payments, \$198,527.

Bridge Budget (July 1, 2024 – June 30, 2025)

VENDOR NAME: Central Valley Children’s Services Network

SERVICE: Emergency Childcare Bridge Program

Childcare Navigator	
Salaries (up to 6 Navigators)	94,348
Benefits	31,458
NoHo Software	2,500
Ongoing Professional Development - lodging, conference registration, per diem, transportation cost, etc.	22,500
Subtotal	\$150,806
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Consultancy – Subcontracts	12,000
Communication	1,000
Training Software + Licenses	2,298
Subtotal	\$144,923
Alternative Payment Program	
Voucher Payments	935,912
Trustline	13,600
Administrative Costs (17.5%)	198,527
Subtotal	\$1,148,039
Total Expenses: \$1,443,768	

Proposed Budget Detail Narrative 2024-2025

Vendor Name: Central Valley Children's Services Network

Service: Emergency Childcare Bridge Program

Childcare Navigator

Navigator 1 @ .30 FTE = \$26,667

Navigator 1 @ .38 FTE = \$20,900

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Benefits – Navigators

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Administrative costs @ 17.5% of Voucher Payments, \$198,527.

Bridge Budget (July 1, 2025 – June 30, 2026)

VENDOR NAME: Central Valley Children’s Services Network

SERVICE: Emergency Childcare Bridge Program

Childcare Navigator	
Salaries (up to 6 Navigators)	94,348
Benefits	31,458
NoHo Software	2,500
Ongoing Professional Development - lodging, conference registration, per diem, transportation cost, etc.	22,500
Subtotal	\$150,806
Trauma-Informed Training & Coaching	
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Consultancy – Subcontracts	12,000
Communication	1,000
Training Software + Licenses	2,298
Subtotal	\$144,923
Alternative Payment Program	
Voucher Payments	935,912
Trustline	13,600
Administrative Costs (17.5%)	198,527
Subtotal	\$1,148,039
Total Expenses: \$1,443,768	

Proposed Budget Detail Narrative 2025-2026

Vendor Name: Central Valley Children's Services Network

Service: Emergency Childcare Bridge Program

Childcare Navigator

Navigator 1 @ .30 FTE = \$26,667

Navigator 1 @ .38 FTE = \$20,900

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Trustline @ \$13,600. Funds will provide support for license-exempt (family, friend, or neighbor caregiver) who are required to provide a background check prior to agreement.

Administrative costs @ 17.5% of Voucher Payments, \$198,527.

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:	

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 Central Valley Children’s Services Network (SUBRECIPIENT) related to provision of emergency shelter care services for COUNTY’s dependent children, requires 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 department head or designee.

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

SIGNATURE

DATE