AGREEMENT

THIS AGREEMENT is made and entered into this <u>26th</u> day of May, 2020, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **MARJAREE MASON CENTER, INC.**, a California Private Non-Profit Organization, whose address is 1600 M Street, Fresno, CA 93721, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, COUNTY, through the Department of Social Services receives allocation funding from the California Department of Social Services (CDSS) to implement and administer the California Work Opportunity and Responsibility to Kids (CalWORKs) Family Stabilization Program (FSP); and

WHEREAS, the goal of FSP is to provide CalWORKs families that are experiencing a domestic violence (DV) crisis with case management and mental health services, tailored to meet their individual needs in becoming self-sufficient; and

WHEREAS, CONTRACTOR has the expertise and is willing and able to provide domestic violence services pursuant to the terms and conditions of this Agreement.

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

1. **OBLIGATIONS**

- A. CONTRACTOR shall perform all services and fulfill all responsibilities as identified in COUNTY's Request for Proposal (RFP) No. 20-039, dated February 11, 2020, and Addendum No. One (1) to COUNTY's RFP No. 20-039, dated February 25, 2020, collectively hereinafter referred to as COUNTY's Revised RFP No. 20-039 and CONTRACTOR's response to said Revised RFP, all incorporated herein by reference and made part of this Agreement.
- B. CONTRACTOR shall perform all services set forth in Exhibit A, Summary of Services, attached hereto and by this reference incorporated herein.
- C. In the event of any inconsistency among the documents described in Paragraphs One (1) A and B hereinabove, the inconsistency shall be resolved by giving precedence in the following order of priority: 1) to this Agreement, including all Exhibits attached hereto, 2) to COUNTY's Revised RFP No. 20-039, and 3) to the CONTRACTOR's response to the Revised RFP. A copy of COUNTY's

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Revised RFP 20-039 and CONTRACTOR's response shall be retained and made available during the term of this Agreement by COUNTY's Department of Social Services, hereinafter referred to as COUNTY's DSS.

2. **TERM**

The term of this Agreement shall commence on July 1, 2020 through and including June 30, 2021. This Agreement may be extended for four (4) additional consecutive twelve (12) month periods upon the approval of both parties no later than thirty (30) days prior to the first day of the twelve (12) month extension period. The COUNTY's DSS Director, or designee, is authorized to execute such written approval on behalf of the COUNTY based on CONTRACTOR's satisfactory performance.

3. **TERMINATION**

- Α. Non-Allocation of Funds - The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time by the COUNTY or the DSS Director or designee by giving the CONTRACTOR thirty (30) days advance written notice.
- B. Breach of Contract - The COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the COUNTY there is:
 - 1) An illegal or improper use of funds:
 - 2) A failure to comply with any term of this Agreement;
 - 3) A substantially incorrect or incomplete report submitted to the COUNTY;
 - 4) Improperly performed service.

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

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

4. <u>COMPENSATION</u>

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

In no event shall actual services performed under this Agreement be in excess of Four Million and No/100 Dollars (\$4,000,000), if the Agreement is effective for a 5-year period. For each 12-month term, in no event shall services performed under this Agreement be in excess of Eight Hundred Thousand and No/100 Dollars (\$800,000).

It is understood that all expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be borne by CONTRACTOR. If CONTRACTOR should fail to comply with any provision of the Agreement, COUNTY shall be relieved of its obligation for further compensation. Any compensation which is not expended by CONTRACTOR pursuant to the terms and conditions of this Agreement shall automatically revert to COUNTY. The services provided by the CONTRACTOR under this Agreement are funded in whole or in part by the State of California. In the event that funding for these services is delayed by the State Controller, COUNTY may defer payment to CONTRACTOR. The amount of the deferred payment shall not exceed the amount of funding delayed by the State Controller to the COUNTY. The period of time of the deferral by COUNTY shall not exceed the period of time of the State Controller's delay of payment to COUNTY plus forty-five (45) days.

5. <u>INVOICING</u>

CONTRACTOR shall invoice COUNTY's DSS in arrears by the tenth (10th) of each month for expenditures incurred to provide services rendered in the previous month to:

<u>DSSInvoices@fresnocountyca.gov</u>. Payments by COUNTY's DSS shall be in arrears, for actual services provided during the preceding month, within forty-five (45) days after receipt, verification, and approval of

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CONTRACTOR's invoices by COUNTY's DSS. A Monthly Activity Report (MAR) shall accompany the invoice, reflecting services supported by the invoiced expenditures and be in a form and in such detail as acceptable to COUNTY's DSS. Invoices shall include all corresponding documentation submitted and identified by line item. Supporting documentation shall include but is not limited to receipts, invoices received and documented administrative/overhead costs. No reimbursement for services shall be made until invoices and MARs are reviewed and approved by COUNTY's DSS.

At the discretion of COUNTY's DSS Director or designee, if an invoice is incorrect or is otherwise not in proper form or detail, COUNTY's DSS Director or designee shall have the right to withhold full payment of the invoice that is incorrect or improper after five (5) days prior written notice or email correspondence to CONTRACTOR. CONTRACTOR agrees to continue to provide services for a period of ninety (90) days after written or email notification of an incorrect or improper invoice. If after the ninety (90) period the invoice(s) is still not corrected to COUNTY's DSS satisfaction, COUNTY or COUNTY's DSS Director or designee may elect to terminate this Agreement, pursuant to the termination provisions stated in Paragraph Three (3) of this Agreement. All final claims shall be submitted by CONTRACTOR within sixty (60) days following the month of actual service for which payment is claimed. No payment for services shall be made by COUNTY's DSS on claims submitted beyond sixty (60) days following the month of actual service for which payment is invoiced.

6. INDEPENDENT CONTRACTOR

In performance of the work, duties and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject

thereof.

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

7. MODIFICATION

- A. Any matters of this Agreement may be modified from time to time by the written consent of CONTRACTOR and DSS Director or Designee without, in any way, affecting the remainder.
- B. Notwithstanding the above, changes to the budget, attached hereto as Exhibit B, in an amount not to exceed ten percent (10%) of the total maximum compensation as identified in Section Four (4) of this Agreement, may be made with the written approval of COUNTY's DSS Director or designee and CONTRACTOR. Budget line item changes shall not result in any change to the maximum compensation amount payable to CONTRACTOR, as stated herein.
- C. CONTRACTOR hereby agrees that changes to the compensation under this Agreement may be necessitated by a reduction in funding from State and/or Federal sources. COUNTY's DSS Director or designee may modify the maximum compensation depending on State and Federal funding availability, as stated in Section Four (4) in this Agreement. CONTRACTOR further understands that this Agreement is subject to any restrictions, limitations or enactments of all legislative bodies which affect the provisions, term, or funding of this Agreement in any manner.

8. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or sub-contract this Agreement nor their rights or duties under this Agreement without the prior written consent of the COUNTY or COUNTY's DSS Director or designee. Any transferee, assignee, or subcontractor will be subject to all applicable provisions of this Agreement, and all applicable State and Federal regulations. CONTRACTOR shall be held primarily

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responsible by the COUNTY for the performance of any transferee, assignee, or subcontractor unless otherwise expressly agreed to in writing by COUNTY. The use of subcontractor by CONTRACTOR shall not entitle CONTRACTOR to any additional compensation than is provided for under this Agreement.

9. HOLD HARMLESS

CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under this Agreement.

10. INSURANCE

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

A. <u>Commercial General Liability</u>

Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. <u>Automobile Liability</u>

Comprehensive Automobile Liability Insurance with limits of not less than One Million 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.

C. <u>Professional Liability</u>

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

D. Worker's Compensation

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

E. Molestation

Sexual abuse / molestation liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall be issued on a per occurrence basis.

F. Additional Requirements Relating to Insurance

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

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

Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, P.O. Box 1912, Fresno, CA 93718-1219, Attention: Contract Analyst, stating that such insurance coverage has been obtained and is in full force; that

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the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that for such worker's compensation insurance the CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

11. CONFLICT OF INTEREST:

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

12. NON-DISCRIMINATION:

During the performance of this Agreement CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of ethnic group identification, gender, gender identity, gender expression, sexual orientation, color, physical disability,

mental disability, medical condition, national origin, race, ancestry, marital status, religion, or religious creed, pursuant to all applicable State of California and Federal statutes and regulations.

13. <u>LIMITED ENGLISH PROFICIENCY</u>:

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

14. CLEAN AIR AND WATER

In the event the funding under this Agreement exceeds One Hundred Thousand and No/100 Dollars (\$100,000), CONTRACTOR shall comply with all applicable standards, orders or requirements issued under the Clear Air Act contained in 42 U.S. Code 7601 et seq; the Clean Water Act contained in 33 U.S. Code 1368 et seq.; and any standards, laws and regulations, promulgated thereunder. Under these laws and regulations, CONTRACTOR shall assure:

- A. No facility shall be utilized in the performance of the Agreement that has been listed on the Environmental Protection Agency (EPA) list of Violating Facilities;
- B. COUNTY shall be notified prior to execution of this Agreement of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA indicating that a facility to be utilized in the performance of this Agreement is under consideration to be listed on the EPA list of Violating Facilities;
- C. COUNTY and U.S. EPA shall be notified about any known violation of the above laws and regulations; and

 D. This assurance shall be included in every nonexempt sub-grant, contract, or subcontract.

15. DRUG-FREE WORKPLACE REQUIREMENTS

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

16. <u>CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS</u>

- A. COUNTY and CONTRACTOR recognize that CONTRACTOR is a recipient of State funds under the terms of this Agreement. By signing this Agreement, CONTRACTOR agrees to notify COUNTY of any past, present, or future Federal suspension or debarment. By signing this Agreement, CONTRACTOR attests to the best of its knowledge and belief, that it and its principals:
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency; and
- 2) Shall not knowingly enter into any covered transaction with an entity or person who is proposed for debarment under Federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
- B. CONTRACTOR shall provide immediate written notice to COUNTY if at any time during the term of this Agreement CONTRACTOR learns that the representations it makes above were erroneous when made or have become erroneous by reason of changed circumstances.
- C. CONTRACTOR shall include a clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions" and similar in nature to this paragraph in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

D. CONTRACTOR shall, prior to soliciting or purchasing goods and services in excess of \$25,000 funded by this Agreement, review and retain the proposed vendor's suspension and debarment status at https://sam.gov/SAM/.

17. CONFIDENTIALITY AND SECURITY

All services performed by CONTRACTOR under this Agreement shall be in strict conformance with all applicable Federal, State of California, and/or local laws and regulations relating to confidentiality. CONTRACTOR shall require its employees, agents, officers and subcontractors to comply with the provisions of Sections 10850 and 14100.2 of the Welfare and Institutions Code, as well as the California Department of Social Services (CDSS) Manual of Policies and Procedures, Division 19-0000 and the California Department of Health Care Services (DHCS) Medi-Cal Eligibility Procedures Manual, Section 2H. These Code sections provide that:

- A. All applications and records concerning any individual made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code relating to Medicaid or any form of public social services for which grants-in-aid are received by the State of California from the United States government shall be confidential, and shall not be open to examination for any purpose not directly connected with the administration of such public social services.
- B. No person shall publish, disclose or use or permit or cause to be published or disclosed any list of persons receiving public social services, except as is provided by law.
- C. No person shall publish, disclose, or use or permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient, except as is provided by laws.

CONTRACTOR shall inform all of its employees, agents, officers and subcontractors of the above provisions and that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.

In addition, CONTRACTOR, its employees, agents and officers shall comply, and require all of its subcontractors to comply, with (1) the DHCS Medi-Cal Privacy and Security Agreement between the California DHCS and the County of Fresno that is then in effect, and (2) the Privacy and Security Agreement between the CDSS and the County of Fresno that is then in effect, both of which together shall

be referred to as "the Agreements" and are incorporated herein by this reference. The current versions of both the DHCS and CDSS Privacy and Security agreements are available upon request or can be viewed at: http://www.co.fresno.ca.us/MediCalPrivacy/. CONTRACTOR shall insure that all personally identifiable information (PII), as defined in the Agreements, concerning program recipients shall be kept confidential and shall not be opened to examination, publicized, disclosed, or used for any purpose not directly connected with the administration of the program. CONTRACTOR shall use appropriate administrative, physical, and technical safeguards to protect PII, as set forth in the Agreements. Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure of PII, CONTRACTOR shall immediately report the incident to the COUNTY by calling (559) 600-2300 or E-mailing at dssprivacyofficer@fresnocountyca.gov. CONTRACTOR shall certify that all employees, agents, officers and subcontractors have received privacy and security training before accessing any PII and have received refresher training annually, as required by the Agreements.

18. SINGLE AUDIT CLAUSE:

A. If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars (\$750,000) or more in Federal and Federal flow-through monies, CONTRACTOR agrees to conduct an annual audit in accordance with the requirements of the Single Audit Standards as set forth in Office of Management and Budget (OMB) Title 2 of the Code of Federal Regulations Part 200. CONTRACTOR shall submit said audit and management letter to COUNTY. The audit must include a statement of findings or a statement that there were no findings. If there were negative findings, CONTRACTOR must include a corrective action signed by an authorized individual. CONTRACTOR agrees to take action to correct any material non-compliance or weakness found as a result of such audit. Such audit shall be delivered to COUNTY's DSS, Administration, for review within nine (9) months of the end of any fiscal year in which funds were expended and/or received for the program. Failure to perform the requisite audit functions as required by this Agreement may result in COUNTY performing the necessary audit tasks, or at COUNTY's option, contracting with a public accountant to perform said audit, or, may result in the inability of COUNTY to enter into future agreements with CONTRACTOR, All audit costs related to this Agreement are the sole responsibility of CONTRACTOR.

B. A single audit report is not applicable if all CONTRACTOR's Federal contracts do

not exceed the Seven Hundred Fifty Thousand Dollars (\$750,000) requirement or CONTRACTOR's funding is through Drug related Medi-Cal. If a single audit is not applicable, a program audit must be performed and a program audit report with management letter shall be submitted by CONTRACTOR to COUNTY as a minimum requirement to attest to CONTRACTOR's solvency. Said audit report shall be delivered to COUNTY's DSS, Administration, for review no later than nine (9) months after the close of the fiscal year in which the funds supplied through this Agreement are expended. Failure to comply with this Act may result in COUNTY performing the necessary audit tasks or contracting with a qualified accountant to perform said audit. All audit costs related to this Agreement are the sole responsibility of CONTRACTOR who agrees to take corrective action to eliminate any material noncompliance or weakness found as a result of such audit. Audit work performed by COUNTY under this paragraph shall be billed to the CONTRACTOR at COUNTY cost, as determined by COUNTY's Auditor-Controller/Treasurer-Tax Collector.

C. CONTRACTOR shall make available all records and accounts for inspection by COUNTY, the State of California, if applicable, the Comptroller General of the United States, the Federal Grantor Agency, or any of their duly authorized representatives, at all reasonable times for a period of at least three (3) years following final payment under this Agreement or the closure of all other pending matters, whichever is later.

19. PROPERTY OF COUNTY

CONTRACTOR agrees to take reasonable and prudent steps to ensure the security of any and all said hardware and software provided to it by COUNTY under this Agreement, to maintain replacement-value insurance coverages on said hardware and software of like kind and quality approved by COUNTY.

All purchases over Five Thousand Dollars (\$5,000) made during the life of this Agreement that will outlive the life of this Agreement shall be identified as fixed assets with an assigned Fresno County DSS Accounting Inventory Number. These fixed assets shall be retained by COUNTY, as COUNTY property, in the event this Agreement is terminated or upon expiration of this Agreement. CONTRACTOR agrees to participate in an annual inventory of all COUNTY fixed assets and shall be physically present when fixed assets are returned to COUNTY possession at the termination or

 expiration of this Agreement. CONTRACTOR is responsible for returning to COUNTY all COUNTY owned fixed assets upon the expiration or termination of this Agreement.

20. <u>AUDITS AND INSPECTIONS</u>:

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

If this Agreement exceeds Ten Thousand Dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

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

21. FRATERNIZATION

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

22. STATE ENERGY CONSERVATION

CONTRACTOR must comply with the mandatory standard and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with 42 United

States (US) Code sections 6321, et. seq.

23. CHARITABLE CHOICE

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

24. PROHIBITION ON PUBLICITY

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

25. PUBLIC INFORMATION

CONTRACTOR shall disclose COUNTY as a funding source in all public information.

26. NOTICES:

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

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COUNTY

P.O. Box 1912

Fresno, CA 93718

Director, COUNTY OF FRESNO

Department of Social Services

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Executive Director Marjaree Mason Center, Inc.

1600 M Street

Fresno, CA 93721

All notices between the COUNTY and CONTRACTOR provided for or permitted under this

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

27. **GOVERNING LAW:**

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

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

28. **CHANGE OF LEADERSHIP/MANAGEMENT:**

In the event of any change in the status of CONTRACTOR's leadership or management, CONTRACTOR 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

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or management" shall include any employee, member, or owner of CONTRACTOR who either a) directs individuals providing services pursuant to this Agreement, b) exercises control over the manner in which services are provided, or c) has authority over CONTRACTOR's finances.

29. LOBBYING AND POLITICAL ACTIVITY:

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

30. <u>DISCLOSURE OF SELF-DEALING TRANSACTIONS</u>

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

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

31. **SEVERABILITY**

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in the Agreement shall not affect the other provisions.

32. ENTIRE AGREEMENT:

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

2 first hereinabove written. 3 4 **CONTRACTOR:** MARJAREE MASON CENTER, INC. 5 6 7 Print Name: Nicol 8 Chairman of the Board, or 9 President, or any Vice President 10 11 12 Print Name: 14 Title: 15 Secretary (of Corporation), or any Assistant Secretary, or 16 Chief Financial Officer, or any Assistant Treasurer 17 18 19 20 Mailing Address: 21 1600 M Street Fresno, CA 93721 22 Phone No: (559) 237-4706 Contact: Executive Director 23 24 FOR ACCOUNTING USE ONLY: 25 Fund/Subclass: 0001/10000 26 ORG No.: 56107001 Account No.: 7870 27

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COUNTY OF FRESNO

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

Ernest Buddy Mendes, Chairman of the Board of Supervisors of the County of Fresno

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

By: Doputy

SUMMARY OF SERVICES

ORGANIZATION: MARJAREE MASON CENTER, INC.

SERVICES: DOMESTIC VIOLENCE SERVICES

CalWORKs FAMILY STABILIZATION PROGRAM (FSP)

CONTRACT TERM: July 1, 2020-June 30, 2021, with four (4) optional 12-month extensions

COMPENSATION: \$800,000 per twelve-month term, \$4,000,000 maximum over five years

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I. SUMMARY OF SERVICES

The Marjaree Mason Center (MMC) shall provide and coordinate Domestic Violence services for participants referred by the County Department of Social Services (DSS) in the California Work Opportunity and Responsibility to Kids (CalWORKs) program as part of the Family Stabilization Program (FSP). Services shall include domestic violence specific intensive case management, mental health, and children's supportive services, as outlined below. MMC shall also provide specialized domestic violence training for 25 Department staff for each fiscal year of the agreement to improve recognition of the signs and symptoms of domestic violence throughout the community and increase knowledge of the interventions and resources available to combat the issue.

II. CONTRACTOR'S RESPONSIBILITIES

MMC and DSS shall develop a plan of care, specific to each family's needs around domestic abuse and mental health for each DSS-referred CalWORKs family. The use of safe house shelters (Fresno and Clovis locations) shall be made available to FSP clients, if appropriate. MMC shall provide appropriate translation for clients on an as-needed basis with no cost to the client.

A. DOMESTIC ABUSE SERVICES

- 1. During intake, MMC will capture the client's history of domestic violence and conduct a risk assessment to measure the client's current risk for lethality. Should the client present with a high level of lethality or disclose any current domestic violence that poses a safety concern, the case manager will screen for emergency safe house eligibility and proceed if deemed necessary. Once assessments have been completed the case manager and client will begin developing an individual plan of care that addresses their specific goals and barriers.
- 2. Clients will be scheduled to participate in the following: weekly case management sessions, weekly clinical sessions, and classes and groups.
- 3. MMC weekly Case Management Meetings will consist of the FSP Case Manager identifying barriers to WTW participation that the client may be experiencing due to domestic violence and assessing for specific services.
- 4. Should any modifications need to be made to the client's schedule, the FSP Case Manager will work with the job specialist to establish the appropriate next steps.
- 5. The FSP Case Manager will provide the DSS Case Managing Job Specialist (CMJS) with monthly progress reports identifying satisfactory, marginal, or unsatisfactory progress.
- 6. Other Services to include:
 - i. Legal services, such as assistance with filing for a restraining order, filing for divorce, and child custody with paralegal staff
 - ii. Standbys with law enforcement to get personal belongings safely from the home
 - iii. Court accompaniment
 - iv. Accompaniment for support to Team Decision Making meetings (TDMs) with Child Welfare Services (if desired by client)
 - v. Emergency transportation to Safe House
 - vi. Emergency safe housing
 - vii. Connection to MMC housing and referral to MMC's coordinated entry program
 - viii. Linkage to other appropriate community resources.

B. MENTAL HEALTH SERVICES

All FSP clients shall be encouraged to complete an initial mental health assessment with an MMC FSP Clinician. The client may decide at any time whether to utilize clinical services or not. Clients participating in clinical services will participate in 1-hour weekly sessions. MMC provides all counseling services by therapeutic staff and shall deliver these services for:

- 1. Adult Individuals
- 2. Adult Groups
- 3. Families
- 4. Children (individual and in groups)

Due to family location, size, and need, occasionally outside service providers may supplement counseling interventions, particularly in rural areas. MMC is expected to collaborate with other community providers as necessary to ensure access to mental health treatment for FSP participants across Fresno County.

Case Management services will be maintained by MMC, and all progress information related to FSP-referred mental health services provided by any third-party providers, regardless of site, shall be monitored by MMC and sent to the appropriate DSS CMJS monthly or as often as required by the DSS CMJS.

C. CHILDREN'S SERVICES

MMC will provide comprehensive services for children ages 0 to 17 years old. Children's services include intake assessments to determine levels of safety as well as behavioral, emotional and social development through clinical and therapy-based play, art-based processing activities, individual counseling, and group counseling. The Children's Enrichment Centers (CEC) at both the Fresno Metro and Reedley sites, feature a large open area equipped with play areas, books, toys, and staff-led therapeutic activities. The Enrichment Center staff will focus on healthy parent-child relationships and will often reinforce the need for parents to engage in healthy bonding activities with their child. The Enrichment Center staff and MMC Case Manager will collaborate regarding the overall wellbeing of the family, while exploring alternative strategies in strengthening the family relationship. MMC will provide the CMJS with monthly updates of families' participation and progress.

D. CLASSES AND GROUPS

The groups help build self-esteem, promote problem solving, discuss healthy relationships, and nurturing parenting techniques. Classes to be provided include:

- 1. Safe Group: (Survivors of Abuse, Free and Empowered): A 12-week course covering domestic violence with topics that include but are not limited to: defining domestic violence, red flags, codependency, effects of domestic violence on children, and safety planning
- 2. Parenting: A 12-week nurturing parenting course/curriculum that focuses on nurturing positive parenting skills, while promoting and instilling skills that support emotional and healthy development.
- 3. Healthy Lifestyles: An 8-week curriculum course that focuses on emotional intelligence, managing stress and anger, transforming negative thinking, conflict resolution, breaking the cycle of abuse, building self-esteem, and choosing healthy partners.
- 4. Expressions through Art: A 6 to 8-week course providing healing art interventions for those impacted by domestic violence, utilizing a Windows Between Worlds curriculum. This is a hands-on approach and creation of art. The goal of this course is to reduce stress, increase self-reflection and self-awareness, and build resilience.

All FSP groups and classes shall promote the participant's successful integration into their family, community, and home.

E. TRAINING

- 1. MMC shall provide introductory level training on Domestic Violence and an overview of the family dynamics affected by Domestic Violence. This training shall be provided to a minimum of 700 DSS staff, in 4-hour segments, over the full life of this agreement.
- 2. MMC shall also provide State Certified 40-hour Domestic Violence training to 25 designated DSS staff for each fiscal year of the Agreement, as outlined in State Evidence Code §1037-1037.8. Training shall identify the complexity of domestic violence, dynamics of families experiencing domestic violence and increase DSS staff knowledge, understanding, and awareness of the issues faced by the families, allowing an integrated approach in the facilitation of services.
- 3. MMC shall complete the annual Civil Rights training provided by DSS.

F. LOCATIONS:

- 1. Metro Fresno In the Fresno Metro area FSP services will be provided at an office located in Downtown Fresno.
- Kerman FSP participants located in Kerman can access FSP programmatic services at this location, however initial assessments are conducted off site in Kerman by mobile case managers. DSS and MMC will work together to coordinate designated FSP services to be conducted out of the DSS Kerman location.
- 3. Reedley, Sanger, and Selma FSP clients residing in Reedley, Sanger, and Selma can access services at the MMC Reedley office directly or off site via mobile case managers.
- 4. Coalinga FSP participants in Coalinga will be served via mobile case managers. DSS and MMC will work together to coordinate designated FSP services to be conducted out of the DSS Coalinga location.

III. COUNTY RESPONSIBILITIES

DSS shall:

- 1. Designate staff to work closely with MMC and provide training as required for working through the Family Stabilization Program.
- 2. Support MMC staff in the provision of services and work with MMC staff for an appropriate exit of a family from FSP, when these services are not appropriate, or the client is non-participatory.
- 3. Ensure DSS is available to assist Monday through Friday during the hours of 8:00 a.m. to 5:00 p.m.

MMC staff may meet with DSS staff as often as needed for service coordination, problem and issue resolution, information sharing, training, and review and monitoring of services.

IV. MONTHLY REPORTS AND OUTCOMES

DSS shall consider MMC's performance levels when determining funding recommendations for future Agreements. For each 12-month contract period, MMC shall provide client data that reflects numbers served; services provided; and outcomes at time of case closure, in order to meet and support the ongoing development and measurement of performance levels of this partnership.

MMC shall provide DSS monthly activity reports on services rendered. MMC and DSS shall mutually agree on changes to data tracking as needed.

During each 12-month contract period, MMC shall achieve the following outcomes:

- 1. 75% of clients will report a decrease in domestic violence barriers upon completion of FSP.
- 2. 65% of clients that receive and participate in children's services will report an increase in their awareness surrounding the impact of domestic violence on their child/children.
- 3. 50% of FSP clients will re-engage in their WTW plan with their CMJS upon exiting the program.
- 4. 20% of clients completing the FSP program will secure employment upon exiting the program.

V. REFERRAL TRACKING AND FOLLOW-UP:

MMC FSP Supervising Case Manager shall provide a list of new DSS referrals that have been received at MMC to designated DSS staff via secured (encrypted) email as often as needed.

CalWORKs Family Stabilization Program (FSP) Budget

BUDGET SUMMARY FY 2020-21 Vendor Name Marjaree Mason Center Inc.			
Personnel			
Salaries	100	\$ 499,598	
Payroll Taxes	150	\$ 38,219	
Benefits	200	\$ 44,415	
Subtotal		\$ 582,232	
Services & Supplies	l l		
Insurance	250	\$ 14,988	
Communication	300	\$ 13,756	
Office Expenses	350	\$ 2,700	
Equipment	400	\$ 16,333	
Facilities	450	\$ 84,646	
Travel Costs	500	\$ 8,000	
Program Supplies	550	\$ 1,000	
Consultancy/Subcontracts	600		
Fiscal & Audits	650		
Training	660	\$ 1,150	
Indirect Costs	700	\$ 75,195	
Subtotal		\$ 217,768	
Total		\$ 800,000	

Vendor Name: Marjaree Mason Center Inc.

Budget Detail FY 2020-21

SALARIES

Position	% of Time on	Number of	Monthly	Salary/Wages
	Project	Months	Salary/Hourly	Funds Requested
Program Manager	90%	12	\$ 4,870.00	\$ 52,601.00
Case Manager #1	100%	12	\$ 3,298.00	\$ 39,578.00
Case Manager #2	100%	12	\$ 3,573.00	\$ 42,880.00
Case Manager #3	100%	12	\$ 3,307.00	\$ 39,685.00
Case Manager #4	100%	12	\$ 3,406.00	\$ 40,872.00
Family Skills Specialist #1	50%	12	\$ 2,926.00	\$ 17,556.00
Family Skills Specialist #2	100%	12	\$ 3,203.00	\$ 38,434.00
Family Skills Specialist #3	100%	12	\$ 3,437.00	\$ 41,240.00
Associate Therapist #1	100%	12	\$ 4,129.00	\$ 49,548.00
Associate Therapist #2	100%	12	\$ 3,866.00	\$ 46,397.00
Associate Therapist #3	50%	12	\$ 3,956.00	\$ 23,738.00
Facilitator	100%	12	\$ 3,068.00	\$ 36,816.00
Administrative Assistant	75%	12	\$ 2,710.00	\$ 24,391.00
Education and Outreach Manager	10%	12	\$ 4,885.00	\$ 5,862.00

Total Salaries/Wages <u>\$499,598.00</u>

BENEFITS (Health Ins; Life Ins; Retirement; Other benefits)

Benefit Item (Calculation)	Item Total
FICA Payroll Tax: (6.2%+.1.45%) x Total Salaries of \$499,598	\$ 38,219.00
Health Insurance (Dental, EAP, Medical, Life, Vision) 8.89% of Total Salaries	\$ 44,415.00
TOTAL SALARIES AND BENEFITS:	\$ 582,232.00

Budget Detail FY 2020-21

300 Communication \$1,146/month x 12 months; telephone and internet expense for FSP employees. 350 Office Expenses General office supplies including paper, business cards, shredding of confidential supplies expense. \$225/month x 12 months. 400 Equipment \$783/month x 12 months for Apricot data software for FSP employees to enter client data including services, progress reports and County of Fresno monthly activity report. \$161 per month x 12 months for MMC's IT company to run weekly	14,988 13,756 3 2,700	\$ 14,988 \$ 13,756 \$ 2,700
Worker's Compensation 3% of salaries (\$499,598) Communication \$1,146/month x 12 months; telephone and internet expense for FSP employees. Office Supplies Office Supplies Office Supplies Software Maintenance Software Maintenance Worker's Compensation \$1,146/month x 12 months; telephone and internet expense for FSP employees. General office supplies including paper, business cards, shredding of confidential supplies expense. \$225/month x 12 months. Equipment \$783/month x 12 months for Apricot data software for FSP employees to enter client data including services, progress reports and County of Fresno monthly activity report. \$161 per month x 12 months for MMC's IT company to run weekly windows patches on FSP \$ Souther Services \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	13,756	\$ 13,756
Telephone & Internet Exp \$1,146/month x 12 months; telephone and internet expense for FSP employees. 350 Office Expenses General office supplies including paper, business cards, shredding of confidential supplies expense. \$225/month x 12 months. 400 Equipment \$783/month x 12 months for Apricot data software for FSP employees to enter client data including services, progress reports and County of Fresno monthly activity report. \$161 per month x 12 months for MMC's IT company to run weekly windows patches on FSP \$200 utside Computer Services \$21,146/month x 12 months; telephone and internet expense \$225/month x 12 months for MMC's IT company to run weekly windows patches on FSP	13,756	\$ 13,756
\$1,146/month x 12 months; telephone and internet expense for FSP employees. \$	3 2,700	
Telephone & Internet Exp telephone and internet expense for FSP employees. 350 Office Expenses General office supplies including paper, business cards, shredding of confidential supplies expense. \$225/month x 12 months. 400 Equipment \$783/month x 12 months for Apricot data software for FSP employees to enter client data including services, progress reports and County of Fresno monthly activity report. \$161 per month x 12 months for MMC's IT company to run weekly windows patches on FSP \$ Software Maintenance \$255/month x 12 months for Apricot data software for FSP employees to enter client data including services, progress reports and County of Fresno monthly activity report. \$256/month x 12 months for MMC's IT company to run weekly windows patches on FSP	3 2,700	
for FSP employees. 350 Office Expenses General office supplies including paper, business cards, shredding of confidential supplies expense. \$225/month x 12 months. 400 Equipment \$783/month x 12 months for Apricot data software for FSP employees to enter client data including services, progress reports and County of Fresno monthly activity report. \$161 per month x 12 months for MMC's IT company to run weekly windows patches on FSP \$	3 2,700	
General office supplies including paper, business cards, shredding of confidential supplies expense. \$225/month x 12 months. 400 Equipment \$783/month x 12 months for Apricot data software for FSP employees to enter client data including services, progress reports and County of Fresno monthly activity report. \$161 per month x 12 months for MMC's IT company to run weekly windows patches on FSP \$ Outside Computer Services \$ General office supplies including paper, business cards, shredding paper, business cards, shredd		\$ 2,700
Office Supplies paper, business cards, shredding of confidential supplies expense. \$225/month x 12 months. 400 Equipment \$783/month x 12 months for Apricot data software for FSP employees to enter client data including services, progress reports and County of Fresno monthly activity report. \$161 per month x 12 months for MMC's IT company to run weekly windows patches on FSP \$ Outside Computer Services \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$		\$ 2,700
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Software Maintenance	5 9,401	
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Outside Computer Services MMC's IT company to run weekly windows patches on FSP \$		
Outside Computer Services windows patches on FSP \$	П	
windows pateries of the	5 1,932	
	, 1,002	
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Equipment Pental	3,000	
copier and postage remai.		
Purchase of 3 computers for FSP		
Computer Purchases employees. \$666.66/computer x 3 computers \$	\$ 2,000	\$ 16,333
\$000.00/computer x 3 computers		
450 Facilities		
1359.75/month x 12 months for		
	16,317	
	,	
Security/Alarm \$35 per month x 6 months	\$ 414	
Facility rental for Van Ness		
location: (\$3,000/month x 6	40.500	
Rent months) + (\$3,750/month x 6 months). A rate increase will	40,500	
happen January 2020.		
\$83.33/month x 12 months for		
facility parking for clients when all		
Parking designated parking spots are full \$	\$ 1,000	
on Van Ness Street.		
\$136.25/month x 12 months for		
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	5 1,635	
Ness facility. \$720 per month x 12 months for		
	8 8,640	
Ness Building in Fresno.	,	
\$1,345 per month parking for staff		
Facility Parking Rent and clients at the Van Ness \$	16,140	\$ 84,646
Building		
500 Travel Costs		
1,159.42 miles/month x 12 months x \$.575. Mileage for staff	[]	
Mileage to travel to Coalinga and Kerman \$	8,000	\$ 8,000
locations.	[]	
550 Program Supplies \$	\$ 1,000	\$ 1,000
600 Consultancy/Subcontracts		
650 Fiscal & Audits		
660 Training		
	1 150	¢ 1 150
External Speaker Fees to hold 40-	\$ 1,150	\$ 1,150
Speaking Fees hour Domestic Violence training \$		
Speaking Fees hour Domestic Violence training for County DSS staff	75,195	\$ 75,195

CalWORKs Family Stabilization Program (FSP) Budget

BUDGET SUMMARY FY 2021-22 Vendor Name Marjaree Mason Center Inc.			
Personnel	_		
Salaries	100	\$ 524,578	
Payroll Taxes	150	\$ 40,130	
Benefits	200	\$ 46,636	
Subtotal		\$ 611,344	
Services & Supplies	l		
Insurance	250	\$ 15,737	
Communication	300	\$ 14,443	
Office Expenses	350	\$ 2,700	
Equipment	400	\$ 16,333	
Facilities	450	\$ 89,962	
Travel Costs	500	\$ 8,000	
Program Supplies	550	\$ 1,000	
Consultancy/Subcontracts	600		
Fiscal & Audits	650		
Training	660	\$ 1,150	
Indirect Costs	700	\$ 39,331	
Subtotal		\$ 188,656	
Total		\$ 800,000	

Vendor Name: Marjaree Mason Center Inc.

Budget Detail FY 2021-22

SALARIES

Position	% of Time on	Number of	Monthly	Salary/Wages
	Project	Months	Salary/Hourly	Funds Requested
Program Manager	90%	12	\$ 5,114.00	\$ 55,231.00
Case Manager #1	100%	12	\$ 3,463.00	\$ 41,557.00
Case Manager #2	100%	12	\$ 3,752.00	\$ 45,024.00
Case Manager #3	100%	12	\$ 3,472.00	\$ 41,669.00
Case Manager #4	100%	12	\$ 3,576.00	\$ 42,916.00
Family Skills Specialist #1	50%	12	\$ 3,072.00	\$ 18,434.00
Family Skills Specialist #2	100%	12	\$ 3,363.00	\$ 40,356.00
Family Skills Specialist #3	100%	12	\$ 3,609.00	\$ 43,302.00
Associate Therapist #1	100%	12	\$ 4,335.00	\$ 52,025.00
Associate Therapist #2	100%	12	\$ 4,060.00	\$ 48,717.00
Associate Therapist #3	50%	12	\$ 4,154.00	\$ 24,925.00
Facilitator	100%	12	\$ 3,221.00	\$ 38,657.00
Administrative Assistant	75%	12	\$ 2,846.00	\$ 25,611.00
Education and Outreach Manager	10%	12	\$ 5,129.00	\$ 6,154.00

Total Salaries/Wages <u>\$ 524,578.00</u>

BENEFITS (Health Ins; Life Ins; Retirement; Other benefits)

Benefit Item (Calculation)	Item Total
FICA Payroll Tax: (6.2%+.1.45%) x Total Salaries of \$524,578	\$ 40,130.00
	_
Health Insurance (Dental, EAP, Medical, Life, Vision) 8.89% of Total Salaries	\$ 46,636.00
TOTAL SALARIES AND BENEFITS:	\$ 611.344.00

Budget Detail FY 2021-22

BUDGET LINE ITEM	CATEGORY & DESCRIPTION/Calculation	SUBTOTAL	TOTAL
250	Insurance		
Worker's Compensation	3% of salaries (\$524,578)	\$ 15,737	\$ 15,737
300	Communication		
	\$1,203.58/month x 12 months;		
Telephone & Internet Exp	telephone and internet expense for FSP employees.	\$ 14,443	\$ 14,443
350	Office Expenses		
Office Supplies	General office supplies including paper, business cards, shredding of confidential supplies expense. \$225/month x 12 months.	\$ 2,700	\$ 2,700
400	Equipment		
Software Maintenance	\$783/month x 12 months for Apricot data software for FSP employees to enter client data including services, progress reports and County of Fresno	\$ 9,401	
outside Computer Services	\$161 per month x 12 months for MMC's IT company to run weekly windows patches on FSP computers.	\$ 1,932	
Equipment Rental	\$250 per month x 12 months for copier and postage rental.	\$ 3,000	
Computer Purchases	Purchase of 3 computers for FSP employees. \$666.66/computer x 3 computers	\$ 2,000	\$ 16,333
450	Facilities		
Utitlities	1427.75/month x 12 months for gas, electricty and other utilities.	\$ 17,133	
Security/Alarm	\$35 per month x 6 months	\$ 414	
Rent	\$3,750 per month x 12 month for facility rental at Van Ness location	\$ 45,000	
Parking	\$83.33/month x 12 months for facility parking for clients when all designated parking spots are full on Van Ness Street.	\$ 1,000	
Janitorial Supplies	\$136.25/month x 12 months for janitorial supplies for the Van Ness facility.	\$ 1,635	
Janitorial Service	\$720 per month x 12 months for Janitorial services for the Van Ness Building in Fresno.	\$ 8,640	
Facility Parking Rent	\$1,345 per month parking for staff and clients at the Van Ness Building	\$ 16,140	\$ 89,962
500	Travel Costs		
Mileage	1,159.42 miles/month x 12 months x \$.575. Mileage for staff to travel to Coalinga and Kerman locations.	\$ 8,000	\$ 8,000
550	Program Supplies	\$ 1,000	\$ 1,000
600	Consultancy/Subcontracts		
650	Fiscal & Audits		
660	Training External Speaker Fees to hold 40-		
Speaking Fees	hour Domestic Violence training for County DSS staff	\$ 1,150	\$ 1,150
700	Indirect Costs	\$ 39,331	\$ 39,331
			\$ 188,656

CalWORKs Family Stabilization Program (FSP) Budget

BUDGET SUMMARY FY 2022-23				
Vendor Name Marjaree Mason Center Inc.				
Budget Category	Budget Item #	Total		
Personnel				
Salaries	100	\$ 550,807		
Payroll Taxes	150	\$ 42,137		
Benefits	200	\$ 48,968		
Subtotal		\$ 641,912		
Services & Supplies	<u> </u>			
Insurance	250	\$ 16,524		
Communication	300	\$ 15,165		
Office Expenses	350	\$ 2,700		
Equipment	400	\$ 16,333		
Facilities	450	\$ 90,819		
Travel Costs	500	\$ 8,000		
Program Supplies	550	\$ 1,000		
Consultancy/Subcontracts	600			
Fiscal & Audits	650			
Training	660	\$ 1,150		
Indirect Costs	700	\$ 6,397		
Subtotal		\$ 158,088		
Total		\$ 800,000		

Vendor Name: Marjaree Mason Center Inc.

Budget Detail FY 2022-23

<u>SALARIES</u>

Position	% of Time on Project	Number of Months	Monthly Salary/Hourly	Salary/Wages Funds Requested
Program Manager	90%	12	\$ 5,370.00	\$ 57,993.00
Case Manager #1	100%	12	\$ 3,636.00	\$ 43,635.00
Case Manager #2	100%	12	\$ 3,940.00	\$ 47,275.00
Case Manager #3	100%	12	\$ 3,646.00	\$ 43,753.00
Case Manager #4	100%	12	\$ 3,755.00	\$ 45,061.00
Family Skills Specialist #1	50%	12	\$ 3,226.00	\$ 19,355.00
Family Skills Specialist #2	100%	12	\$ 3,531.00	\$ 42,373.00
Family Skills Specialist #3	100%	12	\$ 3,789.00	\$ 45,467.00
Associate Therapist #1	100%	12	\$ 4,552.00	\$ 54,627.00
Associate Therapist #2	100%	12	\$ 4,263.00	\$ 51,153.00
Associate Therapist #3	50%	12	\$ 4,362.00	\$ 26,171.00
Facilitator	100%	12	\$ 3,382.00	\$ 40,590.00
Administrative Assistant	75%	12	\$ 2,988.00	\$ 26,891.00
Education and Outreach Manager	10%	12	\$ 5,386.00	\$ 6,463.00

Total Salaries/Wages <u>\$ 550,807.00</u>

BENEFITS (Health Ins; Life Ins; Retirement; Other benefits)

Benefit Item (Calculation)	Item Total
FICA Payroll Tax: (6.2%+.1.45%) x Total Salaries of \$550,807	\$ 42,137.00
	<u>.</u>
Health Insurance (Dental, EAP, Medical, Life, Vision) 8.89% of Total Salaries	\$ 48,968.00
	<u>-</u> ,
TOTAL SALARIES AND BENEFITS:	\$ 641.912.00

Budget Detail FY 2022-23

BUDGET LINE ITEM	CATEGORY & DESCRIPTION/Calculation	SUBTOTAL	TOTAL
250	Insurance		
Worker's Compensation	3% of salaries (\$550,807)	\$ 16,524	\$ 16,524
300	Communication		
Telephone & Internet Exp	\$1,263.75/month x 12 months; telephone and internet expense for FSP employees.	\$ 15,165	\$ 15,165
350	Office Expenses		
Office Supplies	General office supplies including paper, business cards, shredding of confidential supplies expense. \$225/month x 12 months.	\$ 2,700	\$ 2,700
400	Equipment		
Software Maintenance	\$783/month x 12 months for Apricot data software for FSP employees to enter client data including services, progress reports and County of Fresno monthly activity report.	\$ 9,401	
Outside Computer Services	\$161 per month x 12 months for MMC's IT company to run weekly windows patches on FSP computers.	\$ 1,932	
Equipment Rental	\$250 per month x 12 months for copier and postage rental.	\$ 3,000	
Computer Purchases	Purchase of 3 computers for FSP employees. \$666.66/tablets x 3 tablets	\$ 2,000	\$ 16,333
450	Facilities		
Utitlities	\$1,499.16/month x 12 months for gas, electricty and other utilities.	\$ 17,990	
Security/Alarm	\$35 per month x 6 months	\$ 414	
Rent	\$3,750 per month x 12 months for facility rental at Van Ness Location.	\$ 45,000	
Parking	\$83.33/month x 12 months for facility parking for clients when all designated parking spots are full on Van Ness Street.	\$ 1,000	
Janitorial Supplies	\$136.25/month x 12 months for janitorial supplies for the Van Ness facility.	\$ 1,635	
Janitorial Service	\$720 per month x 12 months for Janitorial services for the Van Ness Building in Fresno.	\$ 8,640	
Facility Parking Rent	\$1,345 per month parking for staff and clients at the Van Ness Building	\$ 16,140	\$ 90,819
500	Travel Costs		
Mileage	1,159.42 miles/month x 12 months x \$.575. Mileage for staff to travel to Coalinga and Kerman locations.	\$ 8,000	\$ 8,000
550	Program Supplies	\$ 1,000	\$ 1,000
600	Consultancy/Subcontracts		
650	Fiscal & Audits		
660	Training		
Speaking Fees	External Speaker Fees to hold 40-hour Domestic Violence training for County DSS staff	\$ 1,150	\$ 1,150
700	Indirect Costs	\$ 6,397	\$ 6,397

CalWORKs Family Stabilization Program (FSP) Budget

BUDGET SUMMARY FY 2023-24				
Vendor Name Marjaree Mason Center Inc.				
Budget Category	Budget Item #	Total		
Personnel	,			
Salaries	100	\$ 547,022		
Payroll Taxes	150	\$ 41,847		
Benefits	200	\$ 48,630		
Subtotal		\$ 637,499		
Services & Supplies				
Insurance	250	\$ 16,411		
Communication	300	\$ 15,924		
Office Expenses	350	\$ 2,700		
Equipment	400	\$ 16,333		
Facilities	450	\$ 91,718		
Travel Costs	500	\$ 8,000		
Program Supplies	550	\$ 1,000		
Consultancy/Subcontracts	600			
Fiscal & Audits	650			
Training	660	\$ 1,150		
Indirect Costs	700	\$ 9,265		
Subtotal		\$ 162,501		
Total		\$ 800,000		

Vendor Name: Marjaree Mason Center Inc.

Budget Detail FY 2023-24

SALARIES

Position	% of Time on Project	Number of Months	Monthly Salary/Hourly	Salary/Wages Funds Requested
Program Manager	50%	12	\$ 5,638.00	\$ 33,829.00
Case Manager #1	100%	12	\$ 3,818.00	\$ 45,816.00
Case Manager #2	100%	12	\$ 4,137.00	\$ 49,639.00
Case Manager #3	100%	12	\$ 3,828.00	\$ 45,940.00
Case Manager #4	100%	12	\$ 3,943.00	\$ 47,314.00
Family Skills Specialist #1	50%	12	\$ 3,387.00	\$ 20,323.00
Family Skills Specialist #2	100%	12	\$ 3,708.00	\$ 44,492.00
Family Skills Specialist #3	100%	12	\$ 3,978.00	\$ 47,740.00
Associate Therapist #1	100%	12	\$ 4,780.00	\$ 57,358.00
Associate Therapist #2	100%	12	\$ 4,476.00	\$ 53,710.00
Associate Therapist #3	50%	12	\$ 4,580.00	\$ 27,480.00
Facilitator	90%	12	\$ 3,552.00	\$ 38,357.00
Administrative Assistant	75%	12	\$ 3,137.00	\$ 28,236.00
Education and Outreach Manager	10%	12	\$ 5,655.00	\$ 6,788.00

Total Salaries/Wages <u>\$547,022.00</u>

BENEFITS (Health Ins; Life Ins; Retirement; Other benefits)	
Benefit Item (Calculation)	Item Total
FICA Payroll Tax: (6.2%+.1.45%) x Total Salaries of \$547,022	\$ 41,847.00
Health Insurance (Dental, EAP, Medical, Life, Vision) 8.89% of Total Salaries	\$ 48,630.00
TOTAL SALARIES AND BENEFITS:	<u>\$ 637,499.00</u>

Budget Detail FY 2023-24

SUDGET LINE ITEM	CATEGORY &	SUBTOTAL	TOTAL
ODGET LINE ITEM	DESCRIPTION/Calculation	GODIOTAL	TOTAL
250	Insurance		
Worker's Compensation	3% of salaries (\$547,022)	\$ 16,411	\$ 16,411
300	Communication		
	\$1,327/month x 12 months; telephone		
Telephone & Internet Exp	and internet expense for FSP	\$ 15,924	\$ 15,924
	employees.	, ,	, ,
350	Office Expenses		
330	·	-	
	General office supplies including paper,		
Office Supplies	business cards, shredding of confidential	\$ 2,700	\$ 2,700
Office Supplies	supplies expense. \$225/month x 12	Ψ =,. σσ	Ψ =,: σσ
	months.		
400	Equipment		
	\$783/month x 12 months for Apricot data		
	software for FSP employees to enter		
Coftware Maintenance		¢ 0 404	
Software Maintenance	client data including services, progress	\$ 9,401	
	reports and County of Fresno monthly		
	activity report.		
	\$161 per month x 12 months for MMC's		
Outside Computer Consisse	IT company to run weekly windows	\$ 1,932	
Outside Computer Services	patches on FSP computers.	\$ 1,932	
	patches on FSP computers.		
	\$250 per month x 12 months for copier		
Equipment Rental	and postage rental.	\$ 3,000	
	Purchase of 3 computers for FSP	_	
Computer Purchases	employees. \$666.66/computer x 3	\$ 2,000	\$ 16,333
	computers		
450	Facilities		
	\$1,574.08/month x 12 months for gas,		
Utitlities	electricty and other utilities.	\$ 18,889	
0		C 44.4	
Security/Alarm	\$35 per month x 6 months	\$ 414	
Rent	\$3,750 per month x 12 months for facility	\$ 45,000	
	rental at Van Ness Location.	· -,	
	\$83.33/month x 12 months for facility		
Dorling	parking for clients when all designated	\$ 1,000	
Parking	parking spots are full on Van Ness	\$ 1,000	
	Street.		
Janitorial Supplies	\$136.25/month x 12 months for janitorial	\$ 1,635	
Janitonal Supplies	supplies for the Van Ness facility.	ψ 1,000	
	\$700 man and the state of the form		
	\$720 per month x 12 months for		
Janitorial Service	Janitorial services for the Van Ness	\$ 8,640	
	Building in Fresno.		
	\$1,345 per month parking for staff and	*	
Facility Parking Rent	clients at the Van Ness Building	\$ 16,140	\$ 91,718
500	Travel Costs	+	
500			+
	1,159.42 miles/month x 12 months x		
Mileage	\$.575. Mileage for staff to travel to	\$ 8,000	\$ 8,000
	Coalinga and Kerman locations.		
550	Program Supplies	\$ 1,000	\$ 1,000
600	Consultancy/Subcontracts		
650	Fiscal & Audits		
660	Training		
	External Speaker Fees to hold 40-hour		
			£ 4.450
Speaking foos	Domestic Violence training for County	\$ 1 150	
Speaking fees	Domestic Violence training for County	\$ 1,150	\$ 1,150
	DSS staff		. ,
Speaking fees	, , , , ,	\$ 1,150 \$ 9,265	\$ 9,265

CalWORKs Family Stabilization Program (FSP) Budget

BUDGET SUMMARY FY 2024-25				
Vendor Name Marjaree Mason Center Inc.				
Budget Category	Budget Item #	Total		
Personnel				
Salaries	100	\$ 545,431		
Payroll Taxes	150	\$ 41,725		
Benefits	200	\$ 48,490		
Subtotal		\$ 635,646		
Services & Supplies				
Insurance	250	\$ 16,363		
Communication	300	\$ 16,720		
Office Expenses	350	\$ 2,700		
Equipment	400	\$ 16,333		
Facilities	450	\$ 92,663		
Travel Costs	500	\$ 8,000		
Program Supplies	550	\$ 1,000		
Consultancy/Subcontracts	600			
Fiscal & Audits	650			
Training	660	\$ 1,150		
Indirect Costs	700	\$ 9,425		
Subtotal		\$ 164,354		
Total		\$ 800,000		

Vendor Name: Marjaree Mason Center Inc.

Budget Detail FY 2024-25

SALARIES

Position	% of Time on Project	Number of Months	Monthly Salary/Hourly	Salary/Wages Funds Requested
Program Manager	50%	12	\$ 5,920.00	\$ 35,520.00
Case Manager #1	100%	12	\$ 4,009.00	\$ 48,107.00
Case Manager #2	100%	12	\$ 4,343.00	\$ 52,121.00
Case Manager #3	40%	12	\$ 4,020.00	\$ 19,295.00
Case Manager #4	100%	12	\$ 4,140.00	\$ 49,680.00
Family Skills Specialist #1	50%	12	\$ 3,556.00	\$ 21,339.00
Family Skills Specialist #2	100%	12	\$ 3,893.00	\$ 46,717.00
Family Skills Specialist #3	100%	12	\$ 4,177.00	\$ 50,127.00
Associate Therapist #1	100%	12	\$ 5,019.00	\$ 60,226.00
Associate Therapist #2	100%	12	\$ 4,700.00	\$ 56,396.00
Associate Therapist #3	50%	12	\$ 4,809.00	\$ 28,854.00
Facilitator	90%	12	\$ 3,729.00	\$ 40,275.00
Administrative Assistant	75%	12	\$ 3,294.00	\$ 29,647.00
Education and Outreach Manager	10%	12	\$ 5,938.00	\$ 7,127.00

Total Salaries/Wages <u>\$ 545,431.00</u>

BENEFITS (Health Ins; Life Ins; Retirement; Other benefits)

Benefit Item (Calculation)	Item Total
FICA Payroll Tax: (6.2%+.1.45%) x Total Salaries of \$545,431	\$ 41,725.00
Health Insurance (Dental, EAP, Medical, Life, Vision) 8.89% of Total Salaries	\$ 48,490.00
TOTAL SALARIES AND BENEFITS:	\$ 635,646.00

Budget Detail FY 2024-25

BUDGET LINE ITEM	CATEGORY & DESCRIPTION/Calculation	SUBTOTAL	TOTAL
250	Insurance		
Worker's Compensation	3% of salaries (\$545,431)	\$ 16,363	\$ 16,363
300	Communication		` ′
300	\$1,393.33/month x 12 months; telephone		
Telephone & Internet Exp	and internet expense for FSP	\$ 16,720	\$ 16,720
	employees.	, ,, ,	, ,,
350	Office Expenses		
	General office supplies including paper,		
Office Supplies	business cards, shredding of confidential	\$ 2,700	\$ 2,700
Cines Cuppines	supplies expense. \$225/month x 12 months.	V =,: • • •	¥ =,: • •
400	Equipment \$783/month x 12 months for Apricot data		
	software for FSP employees to enter		
	client data including services, progress		
	reports and County of Fresno monthly		
Software Maintenance	activity report.	\$ 9,401	
	\$161 per month x 12 months for MMC's	+ 0, .0.	
Outside Osman (co Osma)	IT company to run weekly windows	¢ 4 000	
Outside Computer Services	patches on FSP computers.	\$ 1,932	
Equipment Rental	\$250 per month x 12 months for copier	\$ 3,000	
	and postage rental.		
	Purchase of 3 computers for FSP		
Computer Purchases	employees. \$666.66/computer x 3	\$ 2,000	\$ 16,333
	computers		
450	Facilities		
Utitlities	\$1,652.83/month x 12 months for gas,	\$ 19,834	
	electricty and other utilities.	· ·	
Security/Alarm	\$35 per month x 6 months	\$ 414	
Rent	\$3,750 per month x 12 months for facility	\$ 45,000	
	rental at Van Ness Location.		
	\$83.33/month x 12 months for facility parking for clients when all designated		
Parking	parking spots are full on Van Ness	\$ 1,000	
	Street.		
	\$136.25/month x 12 months for janitorial		
Janitorial Supplies	supplies for the Van Ness facility.	\$ 1,635	
	\$720 per month x 12 months for		
Janitorial Service	Janitorial services for the Van Ness	\$ 8,640	
	Building in Fresno.		
Facility Parking Rent	\$1,345 per month parking for staff and	\$ 16,140	\$ 92,663
	clients at the Van Ness Building	, , ,	, , , , , , ,
500	Travel Costs		
	1,159.42 miles/month x 12 months x	\$ 8,000	\$ 8,000
Mileage	\$.575. Mileage for staff to travel to		
	Coalinga and Kerman locations.	C 4 000	# 4 000
550	Program Supplies	\$ 1,000	\$ 1,000
600	Consultancy/Subcontracts		
650	Fiscal & Audits		
660	Training		
VOO	C .		
0	External Speaker Fees to hold 40-hour	C 4 450	¢ 4 450
Speaking Fees	Domestic Violence training for County DSS staff	\$ 1,150	\$ 1,150
		\$ 9,425	\$ 9,425
700	Indirect Costs	ψ ૭,420	φ 9,420
OTAL EXPENSES			\$ 164,354

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.

<u>INSTRUCTIONS</u>

- (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) Compan	y/Agency Name and Address:			
(3) Disclosu	re (Please describe the nature of the self-dea	ling transac	ction you are a party to):	
(4) Explain v	why this self-dealing transaction is consistent	with the re	equirements of Corporations Code 5233 (a):	
(- /	,		equinoment of the production o	
(5) Authoriz	ed Signature			
Signature:		Date:		