

**AGREEMENT**

THIS AGREEMENT is made and entered into this 13th day of April, 2021, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY" and Transitions Children's Services, a California Non-Profit Corporation, whose address is 1945 N. Helm, Suite101, Fresno, Ca. 93727, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

WHEREAS, COUNTY, through its Department of Social Services (DSS), has a need to have Family Evaluations administered to, and Written Reports completed for, all incoming Resource Family Applicants, including foster families, relative caregivers, Non-Related Extended Family Members (NREFM), adoptive families, and/or legal guardians; and

WHEREAS, the Family Evaluations and Written Reports are mandated by Welfare and Institutions Code (W&IC) section 16519.5 et seq., (Continuum of Care Reform) beginning January 1, 2017; and

WHEREAS, CONTRACTOR represents that they have the expertise and experience to provide Family Evaluations and Written Reports needed by DSS and are willing to provide them subject 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. SERVICES**

A. CONTRACTOR shall provide all services set forth in Exhibit A, Summary of Services, attached hereto and by this reference incorporated herein.

B. CONTRACTOR shall perform all services and fulfill all responsibilities as identified in COUNTY'S Request for Proposal (RFP) No. 21-014 dated November 7, 2020, Addendum No. One (1), dated November 23, 2020, hereinafter collectively referred to as COUNTY'S RFP 21-014, and CONTRACTOR'S response to said RFP, all incorporated herein and by reference made part of this Agreement.

C. In the event of any inconsistency among the documents described in Paragraphs 1.A and 1.B herein above, 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 RFP 21-

1 014; and 3) to CONTRACTOR'S Response to RFP. A copy of COUNTY'S RFP 21-014 and  
2 CONTRACTOR'S response shall be retained and made available during the term of this Agreement by  
3 COUNTY.

4 **2. TERM**

5 The term of this Agreement shall be for a period of three (3) years, commencing on July 1,  
6 2021 through and including June 30, 2024.

7 This Agreement may be extended for two (2) additional consecutive twelve (12) month  
8 periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next  
9 twelve (12) month extension period. The Director of COUNTY Department of Social Services, hereinafter  
10 referred to as DSS Director, or his or her designee is authorized to execute such written approval on behalf  
11 of COUNTY based on CONTRACTOR'S satisfactory performance.

12 **3. TERMINATION**

13 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be  
14 provided hereunder, are contingent on the approval of funds by the appropriating government agency.  
15 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement  
16 terminated, at any time by giving CONTRACTOR thirty (30) days advance written notice.

17 B. Breach of Contract - COUNTY may immediately suspend or terminate this  
18 Agreement in whole or in part, where in the determination of COUNTY there is:

- 19 1) An illegal or improper use of funds;
- 20 2) A failure to comply with any term of this Agreement;
- 21 3) A substantially incorrect or incomplete report submitted to COUNTY; or
- 22 4) Improperly performed service.

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

1 funds upon demand or at COUNTY's discretion such repayment shall be deducted from future payments  
2 owing to CONTRACTOR under this Agreement.

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

6 **4. COMPENSATION**

7 For actual services provided as identified in the terms and conditions of this Agreement,  
8 including Exhibit A, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive  
9 compensation in accordance with Exhibit A, attached hereto and by this reference incorporated herein.

10 In no event shall compensation for services performed under this Agreement be in excess  
11 of Five Hundred Four Thousand Dollars (\$504,000) for each twelve (12) month period: July 1, 2021 to  
12 June 30, 2022, July 1, 2022 to June 30, 2023, and July 1, 2023 to June 30, 2024. Should the term of this  
13 Agreement be extended for one (1) or two (2) additional years, in no event shall compensation for services  
14 performed under this Agreement be in excess of Five Hundred Four Thousand Dollars (\$504,000) for each  
15 twelve (12) month extension period: July 1, 2024 to June 30, 2025 or July 1, 2025 to June 30, 2026. The  
16 cumulative total of the Agreement shall not be in excess of Two Million Five Hundred Twenty Thousand  
17 Dollars (\$2,520,000). It is understood that all expenses incidental to CONTRACTOR'S performance of  
18 services under this Agreement shall be borne by CONTRACTOR.

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

27 The services provided by CONTRACTOR under this Agreement are funded in whole or in  
28 part by the State of California. In the event that funding for these services is delayed by the State

1 Controller, COUNTY may defer payment to CONTRACTOR. The amount of the deferred payment shall  
2 not exceed the amount of funding delayed by the State Controller to COUNTY. The period of time of the  
3 deferral by COUNTY shall not exceed the period of time of the State Controller's delay of payment to  
4 COUNTY plus forty-five (45) days.

5 **5. INVOICING**

6 CONTRACTOR shall invoice COUNTY in arrears by the tenth (10<sup>th</sup>) of each month for  
7 actual expenses incurred and services rendered in the previous month to the requesting COUNTY  
8 Department.

9 At the discretion of a COUNTY Department Director or designee, if an invoice is incorrect or  
10 is otherwise not in proper form or substance, a COUNTY'S Department Director or designee, shall have  
11 the right to withhold payment as to only that portion of the invoice that is incorrect or improper after five (5)  
12 days prior written notice to CONTRACTOR. CONTRACTOR agrees to continue to provide services for a  
13 period of ninety (90) days after notification of an incorrect or improper invoice. If after the ninety (90) day  
14 period, the invoice(s) is still not corrected to COUNTY's satisfaction, COUNTY or COUNTY's DSS Director  
15 or designee may elect to terminate this Agreement on behalf of COUNTY, pursuant to the termination  
16 provisions stated in Paragraph Three (3) of this Agreement. In addition, for invoices received ninety (90)  
17 days after the expiration of each term of this Agreement or termination of this Agreement, at the discretion  
18 of COUNTY Department's Director or designee shall have the right to deny payment of any additional  
19 invoices received.

20 **6. INDEPENDENT CONTRACTOR:**

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

1 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the  
2 rules and regulations, if any, of governmental authorities having jurisdiction over matters which are  
3 directly or indirectly the subject of this Agreement.

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

12 **7. MODIFICATION**

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

15 **8. HOLD HARMLESS**

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

26 **9. INSURANCE**

27 Without limiting COUNTY's right to obtain indemnification from the CONTRACTOR or any  
28 third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following

1 insurance policies or a program of self-insurance, including but not limited to, an insurance pooling  
2 arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

3 A. Commercial General Liability

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

11 B. Automobile Liability

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

16 C. Professional Liability

17 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,  
18 M.F.C.C.) in providing services, Professional Liability Insurance with limits of not  
19 less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars  
20 (\$3,000,000.00) annual aggregate. CONTRACTOR agrees that it shall maintain, at  
21 its sole expense, in full force and effect for a period of three (3) years following the  
22 termination of this Agreement, one or more policies of professional liability  
23 insurance with limits of coverage as specified herein.

24 D. Worker's Compensation

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

27 E. Molestation

28 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.

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.

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

6 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,  
7 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the  
8 foregoing policies, as required herein, to the County of Fresno Department of Social Services at  
9 [DSSContractInsurance@fresnocountyca.gov](mailto:DSSContractInsurance@fresnocountyca.gov), stating that such insurance coverages have been obtained  
10 and are in full force; that COUNTY, its officers, agents and employees will not be responsible for any  
11 premiums on the policies; that such Commercial General Liability insurance names the County of Fresno,  
12 its officers, agents and employees, individually and collectively, as additional insured, but only insofar as  
13 the operations under this Agreement are concerned; that such coverage for additional insured shall apply  
14 as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers,  
15 agents and employees, shall be excess only and not contributing with insurance provided under  
16 CONTRACTOR'S policies herein; and that this insurance shall not be cancelled or changed without a  
17 minimum of thirty (30) days advance written notice given to COUNTY.

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

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

24 **10. NON-ASSIGNMENT**

25 Neither party shall assign, transfer or sub-contract this Agreement nor their rights or  
26 duties under this Agreement without the prior written consent of the other party.

27 **11. AUDITS AND INSPECTIONS**

28 CONTRACTOR shall at any time during business hours, and as often as COUNTY may

1 deem necessary, make available to COUNTY for examination all such records and data with respect to the  
2 matters covered by this Agreement. CONTRACTOR shall, upon request by COUNTY, permit COUNTY to  
3 audit and inspect all such records and data necessary to ensure CONTRACTOR's compliance with the  
4 terms of this Agreement.

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

8 **12. NOTICES**

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

11 COUNTY

12 Director, County of Fresno DSS  
13 205 W. Pontiac Way  
Clovis, CA 93612

CONTRACTOR

Brian Van Anne, CEO  
Transitions Children's Services  
1945 N. Helm Ave., Suite 101  
Fresno, CA 93727

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



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

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

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

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

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

20           **15.    CONFIDENTIALITY**

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

28           A.       All applications and records concerning any individual made or kept by any public

1 officer or agency in connection with the administration of any provision of the Welfare and Institutions Code  
2 relating to Medicaid or any form of public social services for which grants-in-aid are received by the State  
3 of California from the United States government shall be confidential, and shall not be open to examination  
4 for any purpose not directly connected with the administration of such public social services.

5 B. No person shall publish, disclose or use or permit or cause to be published or  
6 disclosed any list of persons receiving public social services, except as is provided by law.

7 C. No person shall publish, disclose, or use or permit or cause to be published,  
8 disclosed or used any confidential information pertaining to an applicant or recipient, except as is provided  
9 by laws.

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

13 In addition, CONTRACTOR, its employees, agents and officer shall comply, and require all  
14 of its subcontractors to comply, with (1) the DHCS Medi-Cal Privacy and Security Agreement between the  
15 California DHCS and the County of Fresno that is then in effect, and (2) the Privacy and Security  
16 Agreement between the CDSS and the County of Fresno that is then in effect, both of which together shall  
17 be referred to as "the Agreements" and are incorporated herein by this reference. The current versions of  
18 both the DHCS and CDSS Privacy and Security agreements are available upon request or can be viewed  
19 at: <http://www.co.fresno.ca.us/MediCalPrivacy/>. CONTRACTOR shall insure that all personally identifiable  
20 information (PII), as defined in the Agreements, concerning program recipients shall be kept confidential  
21 and shall not be opened to examination, publicized, disclosed, or used for any purpose not directly  
22 connected with the administration of the program. CONTRACTOR shall use appropriate administrative,  
23 physical, and technical safeguards to protect PII, as set forth in the Agreements. Upon discovery of a  
24 breach, security incident, intrusion, or unauthorized access, use, or disclosure of PII, CONTRACTOR shall  
25 immediately report the incident to the COUNTY by calling (559) 600-2300 or E-mailing at  
26 [dssprivacyofficer@fresnocountyca.gov](mailto:dssprivacyofficer@fresnocountyca.gov). CONTRACTOR shall certify that all employees, agents, officers  
27 and subcontractors have received privacy and security training before accessing any PII and have  
28 received refresher training annually, as required by the Agreements.

1           **16.    CERTIFICATION REGARDING DEBARMENT, SUSPENSIONS, INELIGIBILITY AND**  
2           **VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSITIONS**

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

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

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

12                   2)       The prospective recipient of funds agrees by entering into this Agreement,  
13 that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred,  
14 suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless  
15 authorized by the Federal department or agency with which this transaction originated.

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

19                   4)       The prospective recipient shall provide immediate written notice to  
20 COUNTY if at any time prospective recipient learns that its certification in Paragraph 16 of this Agreement  
21 was erroneous when submitted or has become erroneous by reason of changed circumstances.

22                   5)       The prospective recipient further agrees that by entering into this  
23 Agreement, it will include a clause identical to Paragraph 16 of this Agreement and titled “Certification  
24 Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered  
25 Transactions”, in all lower tier covered transactions and in all solicitations for lower tier covered transaction.

26                   6)       The certification in Paragraph 16 of this Agreement is a material  
27 representation of fact upon which COUNTY relied in entering into this Agreement.

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1           **17.    DATA SECURITY**

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

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

12           B.       CONTRACTOR-Owned Computers or Computer Peripherals may not brought into  
13 COUNTY facilities for use, including and not limited to mobile storage devices, without prior authorization  
14 from COUNTY's Chief Information Officer or her designee and transferred by means of a Virtual Private  
15 Network Connection, or another type of secure connection of this type if any data is approved to be  
16 transferred.

17           C.       COUNTY Owned Computer Equipment - CONTRACTOR or anyone having an  
18 employment relationship with COUNTY may not use COUNTY computers or computer peripherals on non-  
19 COUNTY premises without prior authorization from COUNTY's Chief Information Officer or her designee.

20           D.       CONTRACTOR may not store COUNTY's private confidential or sensitive data  
21 on any hard disk drive.

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

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

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

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

10 **18. CHILD ABUSE REPORTING**

11 CONTRACTOR shall utilize a procedure acceptable to COUNTY to ensure that all of  
12 CONTRACTOR's employees, volunteers, consultants, subcontractors or agents performing services  
13 under this Agreement shall report all known or suspected child abuse or neglect to one or more of the  
14 agencies set forth in Penal Code section 11165.9. This procedure shall include having all of  
15 CONTRACTOR's employees, volunteers, consultants, subcontractors or agents performing services  
16 under this Agreement sign a statement that he or she knows of and will comply with the reporting  
17 requirements set forth in Penal Code section 11166. The statement to be utilized by CONTRACTOR is  
18 set forth in Exhibit C, Notice of Child Abuse Reporting Law, attached hereto and by this reference  
19 incorporated herein.

20 **19. LICENSES**

21 CONTRACTOR shall, throughout the term of this Agreement, maintain all necessary  
22 licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of  
23 services hereunder and required by the laws and regulations of the United States, State of California,  
24 the COUNTY, and any other applicable governmental agencies. CONTRACTOR shall notify the  
25 COUNTY immediately in writing of its inability to obtain or maintain all necessary licenses, permits,  
26 approvals, certificates, waivers and exemptions, irrespective of the pendency of all appeal related  
27 thereto. Additionally, the CONTRACTOR shall comply with all other applicable rules and regulations, as  
28 may not exist or be hereinafter changed.

1           **20.    LIMITED ENGLISH PROFICIENCY (LEP)**

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

14           **21.    RECRUITMENT OF EMPLOYEES AND SERVICE TO CLIENTS**

15           CONTRACTOR shall ensure that its employment recruitment efforts relating to this  
16 Agreement, including administrative and professional staff positions, are carried out so as to adequately  
17 reflect the cultural and ethnic diversity of the population of Fresno County. The CONTRACTOR, in the  
18 performance of this Agreement, shall use its best efforts to serve all cultural and ethnic groups residing  
19 in Fresno County. CONTRACTOR's employment efforts relating to this Agreement will be monitored by  
20 the COUNTY at periodic intervals.

21           **22.    RECORDS**

22           A.    Record Establishment and Maintenance

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

28    ///

1                   B.     Cost Documentation

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

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

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

18                   C.     Service Documentation

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

23                   D.     Use of Data

24                   CONTRACTOR shall grant to COUNTY and the United States Department  
25 Health and Human Services the royalty-free, nonexclusive and irrevocable license throughout the world  
26 to publish, translate, reproduce, deliver, perform, dispose of, duplicate, use, disclose in any manner and  
27 for any purpose whatsoever and to authorize others to do so, all subject data now or hereafter covered  
28 by copyright. However, with respect to subject data not originated in the performance of this

1 Agreement, such license shall be only to the extent that CONTRACTOR have the right to grant such  
2 licenses without becoming liable to pay any compensation to others because of such grants.  
3 CONTRACTOR shall exert all reasonable effort to advise COUNTY at time of delivery of subject data  
4 furnished under this Agreement, of all possible invasions of the right of privacy therein contained, and  
5 of all portions of such subject data copied from work not composed or produced in the performance of  
6 this Agreement and not licensed under this provision.

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

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

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

23                   **23.    CHARITABLE CHOICE**

24                   CONTRACTOR may not discriminate in its program delivery against a client or potential  
25 client on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to  
26 actively participate in a religious practice. Any specifically religious activity or service made available to  
27 individuals by the CONTRACTOR must be voluntary as well as separate in time and location from  
28 County funded activities and services. CONTRACTOR shall inform COUNTY as to whether it is faith-



1 based. If CONTRACTOR identifies as faith-based, they must submit to DSS a copy of its policy on  
2 referring individuals to alternate treatment CONTRACTOR, and include a copy of this policy in their  
3 client admission forms. The policy must inform individuals that they may be referred to an alternative  
4 provider if they object to the religious nature of the program, and include a notice to DSS. Adherence to  
5 this policy will be monitored during annual site reviews, and a review of client files. If CONTRACTOR  
6 identifies as faith-based, by July 1 of each year CONTRACTOR will be required to report to DSS the  
7 number of individuals who requested referrals to alternate providers based on religious objection.

8 **24. DRUG-FREE WORKPLACE REQUIREMENTS**

9 For purposes of this paragraph, CONTRACTOR will be referred to as the “grantee”. By  
10 drawing funds against this grant award, the grantee is providing the certification that is required by  
11 regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. These  
12 regulations require certification by grantees that they will maintain a drug-free workplace. False  
13 certification or violation of the certification shall be grounds for suspension of payments, suspension or  
14 termination of grants, or government wide suspension or debarment. CONTRACTOR shall also comply  
15 with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code section  
16 8350 et seq.)

17 **25. CONFLICT OF INTEREST**

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

25 **26. CLEAN AIR AND WATER**

26 In the event the funding under this Agreement exceeds One Hundred Thousand and  
27 No/100 Dollars (\$100,000.00), CONTRACTOR shall comply with all applicable standards, orders, or  
28 requirements issued under the Clean Air Act contained in 42 U.S. Code 7601 et seq.; the Clean Water Act

1 contained in 33 U.S. Code 1368 et seq.; and any standards, laws, and regulations promulgated  
2 thereunder. Under these laws and regulations, CONTRACTOR shall assure:

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

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

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

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

13           **27.     STATE ENERGY CONSERVATION**

14           CONTRACTOR shall recognize the mandatory standard and policies relating to energy  
15 efficiency in the State Energy Conservation Plan as required by the United States Energy Policy and  
16 Conservation Act (42 U.S.C. section 6201, et seq).

17           **28.     POLITICAL ACTIVITY**

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

21           **29.     LOBBYING ACTIVITY**

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

25           **30.     FRATERNIZATION**

26           CONTRACTOR shall establish procedures addressing fraternization between  
27 CONTRACTOR staff and clients. Such procedures will include provisions for informing CONTRACTOR  
28 staff and clients regarding fraternization guidelines.

1           **31.    INTERPRETATION OF LAWS AND REGULATIONS**

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

4           **32.    COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

5           CONTRACTOR and COUNTY, its officers, consultants, subcontractors, agents and  
6 employees shall comply with all applicable State, Federal and local laws and regulations governing  
7 projects that utilize Federal Funds.

8           **33.    PERSONNEL DISCLOSURE**

9           CONTRACTOR, upon request, shall make available to COUNTY a current list of all  
10 personnel providing services hereunder. Changes to this list will be immediately provided to COUNTY in  
11 writing. The list shall provide the following information:

- 12                   A.     All full or part-time staff positions by title whose direct services are required to  
13 provide the programs described herein;
- 14                   B.     A brief description of the functions of each such position and hours each person in  
15 such position works each week or, for part-time positions, each day or month, as appropriate;
- 16                   C.     The education and experience levels required for each position; and
- 17                   D.     The names of persons filling the identified positions.

18           **34.    PROHIBITION ON PUBLICITY**

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

26           **35.    SINGLE AUDIT CLAUSE**

27                   A.     If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars (\$750,000)  
28 or more in Federal and Federal flow-through monies, CONTRACTOR agrees to conduct an annual

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

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

26           C.       CONTRACTOR shall make available all records and accounts for inspection by  
27 COUNTY, the State of California, if applicable, the Comptroller General of the United States, the  
28 Federal Grantor Agency, or any of their duly authorized representatives, at all reasonable times for a

1 period of at least three (3) years following final payment under this Agreement or the closure of all other  
2 pending matters, whichever is later.

3 **36. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

4 To the extent necessary to prevent disallowance of reimbursement under section 1861 (v)  
5 (1) (1) (I) of the Social Security Act, (42 U.S.C § 1395x, subd. (v)(1)[I]), until the expiration of four (4) years  
6 after the furnishing of services under this Agreement, CONTRACTOR shall make available, upon written  
7 request to the Secretary of the United States Department of Health and Human Services, or upon request  
8 to the Comptroller General of the United States General Accounting Office, or any of their duly authorized  
9 representatives, a copy of this Agreement and such books, documents, and records as are necessary to  
10 certify the nature and extent of the costs of these services provided by CONTRACTOR under this  
11 Agreement. CONTRACTOR further agrees that in the event CONTRACTOR carries out any of their duties  
12 under this Agreement through a subcontract, with a value or cost of Ten Thousand and No/100 Dollars  
13 (\$10,000) or more over a twelve (12) month period, with a related organization, such Agreement shall  
14 contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services  
15 pursuant to such subcontract, the related organizations shall make available, upon written request to the  
16 Secretary of the United Sates General Accounting Office, or any of their duly authorized representatives, a  
17 copy of such subcontract and such books, documents, and records of such organization as are necessary  
18 to verify the nature and extent of such costs and regulations.

19 **37. NON-DISCRIMINATION**

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

25 **38. GRIEVANCES**

26 The CONTRACTOR shall establish procedures for handling client complaints and/or  
27 grievances. Such procedures will include provisions for informing clients of their rights to a State  
28 Hearing to resolve such issues.

1           **39.    ACKNOWLEDGMENT**

2           The CONTRACTOR shall acknowledge in all public relations activities, materials, and  
3 publications that the COUNTY is the funding source for services to be provided through this Agreement.

4           **40.    GOVERNING LAW**

5           The parties agree that for the purposes of venue, performance shall only be in Fresno  
6 County, California.

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

9           **41.    SEVERABILITY**

10          Should any court or regulatory agency or body determine, in a form and manner which  
11 render such determination enforceable against either of the parties, that any provision of this Agreement is  
12 void, invalid, unenforceable, or illegal, such determination shall not affect any other provision of this  
13 Agreement, and this Agreement shall, if reasonable, be construed and performed as if such void, invalid,  
14 unenforceable, or illegal provision had never been contained herein.

15          **42.    ENTIRE AGREEMENT**

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

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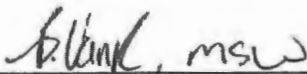
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

**CONTRACTOR**

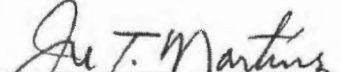
**COUNTY OF FRESNO**





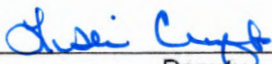
Brian Van Anne, CEO  
Transitions Children's Services

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



Joe T. Martinez, CFO  
Transitions Children's Services

ATTEST:  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By:   
Deputy

**FOR ACCOUNTING USE ONLY:**

Fund: 0001

Subclass: 10000

ORG: 56107001

Account: 7295

## SUMMARY OF SERVICES

ORGANIZATION: Transitions Children’s Services

SERVICE: Family Evaluations and Written Reports for the Resource Family Approval Program

CONTRACT PERIOD: July 1, 2021 – June 30, 2026

CONTRACT AMOUNT: \$504,000 per Fiscal Year

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### PROGRAM DESCRIPTION:

The Resource Family Approval (RFA) application process establishes a streamlined child-centered approval process combining the elements of home evaluations, licensing and adoption studies, culminating into one comprehensive RFA assessment and recommendation. The Family Evaluation process includes evaluating prospective resource families for placement of dependent children including non-minor dependents, and requires a complete comprehensive assessment that includes the applicant’s ability to honor a child’s natural connections; to parent a child in a family setting; to provide a safe, nurturing and stable home; and to provide permanence or prepare a child for permanence. The comprehensive assessment is outlined in a Written Report with a recommendation on placement and submitted to the Department of Social Services (DSS) for review and final approval determination.

### SUMMARY OF SERVICES:

As part of the RFA process, applicants interested in becoming Resource Families must complete a Family Evaluation assessment and have a Written Report, which summarizes and makes a recommendation based on the information gathered as to the applicant’s suitability to foster, adopt, and/or provide legal guardianship of a child or non-minor dependent. CONTRACTOR shall administer Family Evaluation assessments and/or provide Written Reports for Fresno County RFA applicants, as referred by the COUNTY.



TARGET POPULATION:

The target population are relatives, non-relatives, potential foster and adoptive families interested in placement of a child or youth involved in foster care. Services are to be provided for up to 180 RFA applicants per year.

REIMBURSEMENT RATES:

Services will be paid on a fee-for-service basis. Reimbursement rates are as follows:

<b>Service</b>	<b>Reimbursement Rate</b>
Family Evaluation and Written Report	\$2,800 per completed referral
Family Evaluation Only	\$1,800 per completed referral
Written Report Only	\$1,000 per completed referral

REFERRAL COMPLETION TIMELINE:

The allotted time for the CONTRACTOR to complete referrals are as follows:

<b>Service</b>	<b>Time Allotment</b>
Family Evaluation and Written Report	60 days from date of referral
Family Evaluation Only	45 days from date of referral
Written Report Only	30 days from date of referral

CONTRACTOR RESPONSIBILITIES:

CONTRACTOR shall perform services as follows:

1. CONTRACTOR shall comply with the RFA Program Written Directives in completing the Family Evaluation and Written Reports, as outlined by the California Department of Social Services (CDSS). The most current version can be found at the following link: [https://cdss.ca.gov/Portals/9/CCR/RFA/2021/V7%20RFA%20WD\\_1.13.21-FINAL.pdf](https://cdss.ca.gov/Portals/9/CCR/RFA/2021/V7%20RFA%20WD_1.13.21-FINAL.pdf).
2. Schedule initial interviews with applicant(s) within three (3) business days of receiving the referral from COUNTY.

3. Conduct a minimum of two (2) face-to-face interviews. For joint applicants, one (1) individual interview for each applicant and one joint interview shall occur. Additional interviews of applicants or other individuals may be deemed necessary by COUNTY.
4. Develop and have in place a plan to conduct interviews and assessments virtually, as outlined in the CDSS Written Directives or other official notices, should the pandemic and social distancing guidelines continue to be an issue at the outset of the contract.
5. Maintain scheduling flexibility with the applicant's availability in order to complete the required interviews.
6. Make a recommendation, as part of the Written Report, whether an applicant should be approved or denied by DSS for RFA approval, citing reasons supporting the recommendation.
7. Provide a completed copy of the Written Report to the applicant prior to submission to DSS. Documentation of receipt shall be included in applicant's file. Acceptable documentation includes applicant signature, copy of sent email, or a copy of certified mail received receipt.
8. If CONTRACTOR is unable to complete either the Family Evaluation or Written Report within the allotted time frame, the CONTRACTOR shall submit a request for additional time to complete the referred service(s) to the COUNTY's RFA Social Worker. The RFA Social Worker has the discretion to grant more time to complete the referred service(s). Such granting of additional time shall be provided in writing and shall specify the revised date upon which the referred service(s) are due.
9. Provide services in English and Spanish, while preserving the ability to serve other monolingual or Limited English Proficient (LEP) families.
10. Maintain staff capacity to timely respond to referrals and complete Family Evaluations and Written Reports.
11. CONTRACTOR will provide annual Civil Rights and Privacy and Security training to their staff within the first 60 days of the contract and in the first quarter of every calendar year and will provide relevant verification of both trainings to DSS by April 1, for each year of the contract.
12. CONTRACTOR shall participate in monthly meetings or as often as needed, with COUNTY staff to discuss requirements, data reporting, policies and procedures, overall program operations and any issues or foreseeable issues that may arise.

13. CONTRACTOR shall consult with COUNTY when questions or concerns arise from the recommendations.

COUNTY RESPONSIBILITIES:

COUNTY shall perform as follows:

1. COUNTY will refer applicants that have passed the Home Environment Assessment and Background Check Assessment to CONTRACTOR for a Family Evaluation and/or Written Report and provide CONTRACTOR with the following: application, health screen, budget information and release of information.
2. Following referral, COUNTY will work concurrently with CONTRACTOR to assist the RFA applicant in successfully completing the Family Evaluation and/or Written Report.
3. COUNTY will provide consultation to CONTRACTOR as needed in completing the Family Evaluation and/or Written Report.
4. COUNTY will, on a case-by-case basis, work with CONTRACTOR on RFA applicant needs. COUNTY will evaluate and grant, if appropriate, CONTRACTOR requests for additional time to complete the Family Evaluation and/or Written Report.
5. COUNTY will retain the RFA approval certificate and all documents filed in court.
6. COUNTY staff shall monitor CONTRACTOR'S performance to ensure compliance with the terms, conditions and specifications of the contract.
7. COUNTY shall coordinate with CONTRACTOR to participate in monthly meeting, or as often as needed, to discuss requirements, data reporting, policies and procedures, overall program operations and any issues or foreseeable issues which may arise.

OUTCOMES:

Long Term Goal: Timely and quality driven Family Evaluations and Written Reports of RFA applicant families that increase the likelihood of safe, stable and optimal placements for foster children.

PERFORMANCE OUTCOMES	EXPECTED LEVEL OF PERFORMANCE
Performance Measure 1: Timely Response Rate: The number of Family Evaluations scheduled for interviews within three (3) days of referral received by Contractor.	90% of initial Family Evaluation interviews are scheduled within three (3) days of receiving a referral from DSS.

<p>Performance Measure 2: Timely Submission Rate: The number of Family Evaluations and Written Reports submitted to DSS within the designated time frame.</p>	<p>90% of Family Evaluations and Written Reports will be completed and submitted within the assigned time frame from the date of DSS referral.</p>
<p>Performance Measure 3: RFA applicants will be offered a copy of the completed Written Report at the time of submission to the County.</p>	<p>100% of RFA applicants will be provided a copy of the completed Written Report as measured by Monthly Activity Report</p>
<p>Performance Measure 4: RFA applicants should perceive the RFA process as respectful and culturally appropriate.</p>	<p>100% of families will perceive the Family Evaluation and larger RFA process as respectful and culturally appropriate as measured by client satisfaction questionnaire developed by DSS.</p>

## 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).

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

**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 **Transitions Children's Services** (PROVIDER) related to provision of Resource Family Approval Family Evaluations and Written Reports 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