

AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of February, 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **CENTRO LA FAMILIA ADVOCACY SERVICES**, a private non-profit corporation, whose address is 302 Fresno Street, Suite 102, Fresno, CA 93706, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY, through its' Department of Social Services (DSS), desires to participate in and fund Child Abuse Prevention services to strengthen families and support families through the provision of activities that improve physical and mental health, keep homes and neighborhoods safe, support children's academic performance and help families become economically self-sufficient; and

WHEREAS, COUNTY desires further to enhance Child Abuse Prevention services through the establishment and expansion of Neighborhood Resource Centers; and

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

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

1. SERVICES

A. CONTRACTOR shall perform all services and fulfill all responsibilities as identified in COUNTY'S Request for Proposal (RFP) No. 19-023, dated October 19, 2018, and Addendum No. One (1) to COUNTY'S RFP No. 19-023 dated October 29, 2018, collectively hereinafter referred to as COUNTY'S Revised RFP No. 19-023 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 1.A and 1.B hereinabove, the inconsistency shall be resolved by giving precedence in the following order of priority: 1) to this Agreement, including all Exhibits attached hereto, 2) to COUNTY'S Revised RFP No.

1 19-023, and 3) to the CONTRACTOR's response to Revised RFP. A copy of COUNTY'S Revised RFP
2 No. 19-023, and CONTRACTOR's response, shall be retained and made available during the term of this
3 Agreement by COUNTY'S Department of Social Services.

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

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

10 2. TERM

11 The term of this Agreement shall be March 1, 2019 through June 30, 2021. This Agreement
12 may be extended for two (2) additional consecutive twelve (12) month periods upon the approval of both
13 parties no later than thirty (30) days prior to the first day of the next twelve month extension period. The
14 DSS Director, or designee, is authorized to execute such written approval on behalf of COUNTY based
15 on CONTRACTOR's satisfactory performance.

16 3. TERMINATION

17 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be provided
18 thereunder, are contingent upon the approval of funds by the appropriating government agency. Should
19 sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at
20 any time by giving the CONTRACTOR thirty (30) days advance written notice.

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

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

27 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this
28 Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such

1 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.
2 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of
3 any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY
4 were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly
5 refund any such funds upon demand.

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

9 **4. COMPENSATION**

10 For actual services provided as identified in the terms and conditions of this Agreement,
11 including Exhibit A, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agree to receive
12 payment for costs actually incurred by CONTRACTOR to provide the services, as set forth in Exhibit B.
13 Mandated travel shall be reimbursed based on actual expenditures and mileage reimbursement shall be at
14 CONTRACTORS' adopted rate per mile, not to exceed the IRS published rate.

15 In no event shall compensation paid under this Agreement be in excess of Ninety-Seven
16 Thousand Two Hundred Forty-Seven and No/100 Dollars (\$97,247) for the period of four months, March 1,
17 2019 through June 30, 2019. In no event shall compensation paid under this Agreement be in excess of
18 Two Hundred Twenty Thousand and No/100 Dollars (\$220,000) for each twelve (12) month period of this
19 Agreement (July 1, 2019 through June 30, 2023). The cumulative total compensation paid under this
20 Agreement shall not be in excess of Nine Hundred Seventy-Seven Thousand Two Hundred Forty-Seven and
21 No/100 Dollars (\$977,247).

22 Payments by COUNTY shall be in arrears, for services provided during the preceding month,
23 within forty-five (45) days after receipt, verification and approval of CONTRACTOR'S invoices by
24 COUNTY. If CONTRACTOR should fail to comply with any provision of the Agreement, COUNTY shall
25 be relieved of its obligation for further compensation.

26 It is understood that all expenses incidental to CONTRACTOR'S performance of services
27 under this Agreement shall be borne by CONTRACTOR.

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1 **5. INVOICING**

2 CONTRACTOR shall invoice COUNTY'S DSS in arrears by the tenth (10th) of each month
3 for services rendered in the previous month to: DSSInvoices@fresnocountyca.gov. Payments by
4 COUNTY'S DSS shall be in arrears, for actual services provided during the preceding month, within forty-
5 five (45) days after receipt, verification and approval of CONTRACTOR'S invoices by COUNTY'S DSS.
6 A monthly activity report shall accompany the invoice, reflecting services supported by the invoiced
7 expenditures and be in a form and in such detail as acceptable to the COUNTY'S DSS.

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

20 **6. MODIFICATION**

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

23 **7. INDEPENDENT CONTRACTOR**

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

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

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

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

15 **8. HOLD HARMLESS**

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

24 **9. INSURANCE**

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

1 A. Commercial General Liability

2 Commercial General Liability Insurance with limits of not less than Two Million Dollars
3 (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000).
4 This policy shall be issued on a per occurrence basis. COUNTY may require specific
5 coverages including completed operations, products liability, and contractual liability,
6 Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed
7 necessary because of the nature of this contract.

8 B. Automobile Liability

9 ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned
10 autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than
11 \$1,000,000 per accident for bodily injury and property damage. Coverage should include
12 owned, non-owned and hired vehicles used in connection with this Agreement.

13 C. Professional Liability

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

18 D. Worker's Compensation

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

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

28 Within thirty (30) days from the date CONTRACTOR sign and execute this Agreement,
29 CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all of the
30 foregoing policies, as required herein, to the County of Fresno, P.O. Box 1912, Fresno, CA 93718-1219,
31 Attention: Contract Analyst, stating that such insurance coverage has been obtained and is in full force; that
32 the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the

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

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

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

16 **10. SUBCONTRACTS**

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

24 **11. CONFLICT OF INTEREST**

25 No officer, employee or agent of the COUNTY who exercises any function or responsibility
26 for planning and carrying out of the services provided under this Agreement shall have any direct or indirect
27 personal financial interest in this Agreement. In addition, no employee of the COUNTY shall be employed
28 by the CONTRACTOR under this Agreement to fulfill any contractual obligations with the COUNTY. The

1 CONTRACTOR shall comply with all Federal, State of California and local conflict of interest laws, statutes
2 and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any
3 officer, employee or agent of the COUNTY.

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

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

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

16 **13. NON-DISCRIMINATION**

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

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

23 CONTRACTOR shall ensure that its employment recruitment efforts, including administrative
24 and professional staff positions, are carried out so as to adequately reflect the cultural and ethnic diversity of
25 the population of Fresno County. CONTRACTOR shall use its best efforts to serve all cultural and ethnic
26 groups residing in Fresno County. CONTRACTOR'S employment efforts will be monitored by COUNTY
27 at periodic intervals.

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1 **15. LIMITED ENGLISH PROFICIENCY**

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

13 **16. CONFIDENTIALITY**

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

17 **17. DATA SECURITY**

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

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

28 B. Contractor-Owned Computers or Computer Peripherals may not brought into

COUNTY for use, including and not limited to mobile storage devices, without prior authorization from COUNTY'S Chief Information Officer or her designee. Data must be stored on a secure server approved by COUNTY and transferred by means of a VPN (Virtual Private Network) connection, or another type of secure connection of this type if any data is approved to be transferred.

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

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

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

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

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

H. The requirements in this Data Security provision shall apply to CONTRACTOR'S subcontractor, if any.

18. 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

1 certification or violation of the certification shall be grounds for suspension of payments, suspension or
2 termination of grants, or government wide suspension or debarment. CONTRACTOR shall also comply
3 with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code section 8350
4 *et seq.*)

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

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

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

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

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

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

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

26 5) The prospective recipient further agrees that by entering into this Agreement,
27 it will include a clause identical to Paragraph Nineteen (19) of this Agreement and titled “Certification
28 Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered

Transactions”, in all lower tier covered transactions and in all solicitations for lower tier covered transaction.

6) The certification in Paragraph Nineteen (19) of this Agreement is a material representation of fact upon which COUNTY relied in entering into this Agreement.

20. 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.*

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. INTERPRETATION OF LAWS AND REGULATIONS

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

23. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

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

24. RECORDS

A. Record Establishment and Maintenance

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

B. Cost Documentation

1) CONTRACTOR shall submit to COUNTY within fifteen (15) calendar days following the end of each month, all fiscal and program reports for that month. CONTRACTOR shall also

1 furnish to COUNTY such statements, records, data and information as COUNTY may request pertaining to
2 matters covered by this Agreement. In the event that CONTRACTOR fails to provide reports as provided
3 herein, it shall be deemed sufficient cause for COUNTY to withhold payments until compliance is
4 established.

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

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

15 C. Service Documentation

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

20 D. Use of Data

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

1 invasions of the right of privacy therein contained, and of all portions of such subject data copied from work
2 not composed or produced in the performance of this Agreement and not licensed under this provision.

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

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

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

19 **25. SINGLE AUDIT CLAUSE**

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

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

6 **26. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

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

23 **27. CHILD ABUSE REPORTING**

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

statement that he or she knows of and will comply with the reporting requirements set forth in Penal Code Section 11166. The statement to be utilized by CONTRACTOR is set forth in Exhibit D, attached hereto and by this reference incorporated herein.

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

29. PERSONNEL DISCLOSURE

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

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

30. PROHIBITION ON PUBLICITY

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

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

7 **31. PROPERTY OF COUNTY**

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

15 All purchases over Five Thousand Dollars (\$5,000), and certain purchases under Five
16 Thousand Dollars (\$5,000) such as cameras, televisions, VCRs/DVD players and other sensitive items,
17 made during the life of this Agreement that will outlive the life of this Agreement, shall be identified as fixed
18 assets with an assigned Fresno County DSS Accounting Inventory Number. These fixed assets shall be
19 retained by COUNTY, as COUNTY property, in the event this Agreement is terminated or upon expiration
20 of this Agreement. CONTRACTOR agrees to participate in an annual inventory of all COUNTY fixed
21 assets and shall be physically present when fixed assets are returned to COUNTY possession at the
22 termination or expiration of this Agreement. CONTRACTOR is responsible for returning to COUNTY all
23 COUNTY owned fixed assets upon the expiration or termination of this Agreement.

24 **32. AUDITS AND INSPECTIONS**

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

1 compliance with the terms of this Agreement.

2 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00),
3 CONTRACTOR shall be subject to the examination and audit of the State of California Auditor General
4 for a period of three (3) years after final payment under contract (California Government Code section
5 8546.7).

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

16 **33. NOTICES**

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

19 COUNTY

20 Director
21 Department of Social Services
22 P.O. Box 1912
Fresno, CA 93718

CONTRACTOR

Executive Director
Centro La Familia Advocacy Services.
302 Fresno Street, Suite 102
Fresno, CA 93706

23 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
24 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
25 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
26 personal service is effective upon service to the recipient. A notice delivered by first-class United States
27 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
28 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).

34. 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 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.

35. GOVERNING LAW

The parties agree, that for the purposes of venue, performance under 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.

36. ENTIRE AGREEMENT

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

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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

Bob Solis

[Signature]

(Authorized Signature)

Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

Bob Solis

Print Name & Title

Board Chair

902 Fresno St #102

Mailing Address

FRESNO CA 93706

ATTEST:

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

By: *Rosei Cuyf*
Deputy

FOR ACCOUNTING USE ONLY:

Fund/Subclass: 0001/10000
Organization: 56107001
Organization: 56107664
Account: 7870/0

SUMMARY OF SERVICES

ORGANIZATION: Centro La Familia Advocacy Services

PROJECT TITLE: NRC Fresno – 93722

ADDRESS: 302 Fresno Street, Suite 102, Fresno, CA 93706

SERVICE LOCATION: 4718 N. Polk Ave., Fresno, CA 93722

TELEPHONE: (559) 237-2961

EXECUTIVE DIRECTOR: Margarita A. Rocha

CONTRACT PERIOD: March 1, 2019 – June 30, 2021, with two (2) possible one (1) year extensions

PROJECT DESCRIPTION

Centro La Familia (CONTRACTOR) will provide child abuse prevention and intervention services through a Neighborhood Resource Center (NRC) located in 93722 and the surrounding community as set forth in Contractor's Response to County's RFP No. 19-023, including Addendum No. One (1). The essence of Neighborhood Resource Center (NRC) is to use the protective factor approach in providing family strengthening NRC services in the 93722 zip code with the goal of strengthening families and preventing child abuse and neglect. The program will promote parent resiliency, create social connections, provide support in times of need, raise knowledge of parenting and child development, and encourage social and emotional competence of children. Using a one-stop method, CONTRACTOR will provide an array of services and/or referrals to families and/or individuals to combat poverty, substance use, and domestic violence while promoting positive parenting and lifelong nurturing skills, thus interrupting the cycle of domestic violence and child abuse. CONTRACTOR will leverage its considerable experience in these areas and will utilize its established community partnerships to link families to needed resources and to broker services.

The goal is to reduce the risk of child abuse/neglect and strengthen the family unit by assisting clients to build coping strategies and encourage a state of well-being that allows the individual/family to function in challenging circumstances. CONTRACTOR'S NRC will address child welfare needs in the 93722 zip code through intervention, prevention and parent education services to strengthen families and communities, and to provide voluntary case management services.

Services:

NRCs may offer a variety of core NRC services depending on the needs of the community they serve. CONTRACTOR at a minimum will provide these NRC services:

- Case Management
- Parenting Classes
- Peer-to-Peer Groups
- Community Training
- Resource, Information and Referral
- Home Visits

- Father Focused Groups

Program operations: Using one-point entry, clients will be linked to the Family Advocate/Intake Specialist or Parent Educator for assessment of needs and required services. Drop in availability will be Monday-Friday, 8:30-5:00, and at least one Saturday per month. Additional weekends/evenings will be determined based on client needs and outreach activities. CONTRACTOR will also participate in DSS Team Decision-Making meetings and/or other Permanency Teaming meetings.

In partnership with Highway City Community Development, CONTRACTOR is leasing space at their new center to provide 93722 NRC services. The location, 4718 N. Polk Ave., Fresno, CA 93722, is currently under construction and the move in date for the 93722 NRC will be May 1, 2019. Startup Services for the 93722 NRC will begin April 1, 2019 and during this time CONTRACTOR will hire, train, and work with their new staff at their existing 93706 NRC site to provide services through the month of April and transition to the new space by May 1, 2019. CONTRACTOR will ensure that program deliverables are being met during the transition period to their new facility.

Additional services: CONTRACTOR will offer optional services including case management; in-home family support; services to fathers (imbedded in framework of all services); services tailored to pregnant and parenting teens and/or parents of at-risk youth; family health and wellness; family economics and self-sufficiency; and youth development. These services will be available to all participants.

Facility: CONTRACTOR will secure a lease for office space prior to program start. The proposed office will be located in the lowest income, central area of the 93722 zip code, and will offer a home-like and welcoming atmosphere, as required for this program.

GOALS AND OUTCOMES

CONTRACTOR shall meet the goals and outcomes listed below. The goals and outcomes may be modified as required to be in compliance with State mandates, upon written consent of the Department of Social Services (DSS) Director, or designee, and of CONTRACTOR. CONTRACTOR will report outcomes in a method determined by DSS.

Goals

Core Activities	Objectives	Target	Measurement
One-on-one intake/assessments/Case management	Identify the needs of the families through one-on-one assessments and implement case management. Facilitate coordination, communication and collaboration with families, providers, ancillary services, and others to address goals identified in the assessment.	Provide service to 350 unduplicated individuals/families annually.	Contractor Intake Assessment, FDM,8 Protective Factors Survey, and North Carolina Family Assessment Scale, Case management notes

Parenting Classes	Provide additional early intervention support through a Nurturing Parenting curriculum.	Five 15-week cohorts annually targeting 15 individuals per class.	Sign in sheet, case management notes, monthly reports.
Peer-to-Peer Support Groups	Provide additional early intervention support through support groups.	Two ongoing bimonthly Support groups, targeting 10 individuals per group.	Sign in sheet, case management notes, monthly reports.
Training to Community	Facilitated by parent educator, families will participate in presentations focusing on life skills: self-advocacy, socialization events, money management, etc.	4 trainings annually; One per quarter targeting 30 individuals per training.	Sign-in sheet, photos, monthly reports
Resource, information, and referral	Provided to families based on family case plan assessment.	350 unduplicated referrals: linkages to community resources and services.	Referral sheet, referral log
Participation in DSS Team Decision-Making meetings and/or other Permanency Teaming meetings	Staff will assist in the development of a plan based on the family need.	As determined by DSS.	Sign-In Sheet
Home visits	Conduct home visits with clients as needed to encourage participation in all activities and additional support in the program.	As needed.	Case notes, sign-in sheet, assessments
Father Focused Group	Provide additional early intervention father-focused support groups	One ongoing support group, bimonthly, targeting 10 individuals per group.	Sign in sheet, case management notes, monthly reports

Outcomes

	Outcome to be Reported	Outcome Indicator
Short-Term (Engagement)	1) Families will experience a welcoming environment and recognize the benefits of the service. 2) Families will take advantage of programs offered to build stronger, more resilient families.	1) 75% of families will report feeling welcomed and are participating in services and accessing referrals. 2) 75% of participants will indicate that they will utilize the programs offered via survey.

Intermediate	1) Parents will gain the ability to accept, solve, and manage problems. 2) Parents in parenting classes will realize increases in parental resilience, social connections, knowledge of parenting and child development, concrete support in times of need, and/or the social and emotional competence of their children.	1) 75% of families participating in case management services will have made progress on two goals in their case management plan. 2) 75% of participants will demonstrate an increase in knowledge of parenting as measured by a pre/post survey.
Long-Term	1) Families will receive concrete support in times of need to obtain self-sufficiency. 2) Families participating in case management will demonstrate an increase in self-sufficiency.	1) 75% of families in need of concrete supports will access support(s) through the NRC/DR or from referral source(s) to which they have been referred. 2) 65% of families completing case management services will have made progress on self-sufficiency skills goals in their case plan.

CONTRACTOR RESPONSIBILITIES:

1. CONTRACTOR will document services, as appropriate, using Efforts to Outcomes (ETO), an internet-based computer program, in addition to other tracking methods. Contractor may be asked to report outcomes and data in a manner other than ETO during the initial term. CONTRACTOR will attend program and contract meetings coordinated by DSS.
2. CONTRACTOR will complete and submit monthly activity reports in a manner determined by DSS.
3. CONTRACTOR will obtain DSS written approval before any capital improvements and purchases of equipment or fixtures costing more than \$5,000.
4. CONTRACTOR will provide DSS a copy of any executed MOU between CONTRACTOR and any of its subcontractors, as well as a copy of each subcontractor's budget. CONTRACTOR will provide DSS a copy of any MOU amendment or budget modification agreed upon by Contractor and subcontractor. The use of a subcontractor shall not entitle CONTRACTOR to any additional compensation that is provided for under this Agreement.
5. CONTRACTOR will obtain DSS written approval prior to any change in service location.
6. CONTRACTOR agrees existing services funded from other sources are considered in-kind for this agreement.
7. CONTRACTOR will provide annual Civil Rights training to their staff in the beginning of every calendar year and will provide relevant proof to DSS by April 1.
8. CONTRACTOR'S staff will engage in bi-weekly trainings from providers in Fresno County to learn about the services they offer. Staff will also participate in quarterly family development trainings to enhance their skills. The quarterly family development trainings will include:
 - Mandated Child Abuse Reporting
 - Strategies 2.0 Trainings
 - Parental Resiliency
 - Protective Factors
 - Cultural Competency
 - Confidentiality
 - 40-Hour Domestic Violence and Sexual Assault
 - Mental Health First Aid
 - QPR Suicide Prevention
 - Assessment Trainings: PHQ-9, Ages & Stages, Wellness Survey, Etc. And other trainings as needed

CONTRACTOR will provide the listed services in 93722 and will provide services funded by other programs to this program as in-kind contributions.

COUNTY RESPONSIBILITIES:

Meet with CONTRACTOR monthly, or as often as needed, to exchange pertinent information, resolve problems, and work collaboratively to coordinate services.

PROPOSED BUDGET SUMMARY (4 Month) March 1, 2019 - June 30, 2019

VENDOR NAME: Centro La Familia Advocacy Services

CATEGORY	BUDGET ITEM #	TOTAL
Salaries	0100	\$39,000
Payroll Taxes	0150	\$4,286
Benefits	200	\$5,070
SUBTOTAL:	0200	\$48,356
SERVICES & SUPPLIES		
Insurance	0250	\$758
Communications	0300	\$684
Office Expense	0350	\$7,180
Equipment	0400	\$0
Facilities	0450	\$18,514
Travel Costs	0500	\$1,635
Program Supplies	0550	\$12,265
Consultancy/Subcontracts	0600	\$0
Fiscal & Audits	0650	\$1,963
Training	0660	\$0
Indirect Costs	0700	\$5,892
SUBTOTAL:		\$48,891
TOTAL EXPENSES:		\$97,247

PROPOSED BUDGET PERSONNEL DETAIL (4-Month) March 1, 2019 – June 30, 2019**VENDOR NAME:** Centro La Familia Advocacy Services**SALARIES**

Position	% of Time on Project	Number of Months	Monthly Salary/Hourly Wages	Salary/Wages Funds Requested
NRC Site Director	100%	4	\$3,750	\$15,000
Parent Educator	100%	4	\$3,000	\$12,000
Family Advocate/ Intake Specialist	100%	4	\$3,000	\$12,000
Total Salaries/ Wages				\$39,000

BENEFITS (Health Ins; Life Ins; Retirement; Other benefits)**Benefit Item (Calculation)** **Item Total**

FICA Taxes – 7.65% x total wages (\$39,000)	\$2,984
SUI Taxes – 6.2% x 3 FTE x \$7,000	\$1,302
Health Insurance FTE 3 x 4 months x \$325 per month	\$3,900
Retirement Benefit – 3% x total wages (\$39,000)	\$1,170
TOTAL SALARIES AND BENEFITS:	\$48,356

PROPOSED BUDGET DETAIL (Service and Supplies) (4-Month) March 1, 2019 – June 30, 2019**VENDOR NAME:** Centro La Familia Advocacy Services

BUDGET LINE ITEM	CATEGORY & DESCRIPTION/ CALCULATION	SUBTOTAL	START-UP	TOTAL
0250	Insurance			\$758
	General Liability 10% x \$7,000 annual premium x 33% (4 months)	\$231		
	Workers Comp – \$1.35 per \$100 of payroll	\$527		
0300	Communications			\$684
	Telephone landlines – 10% x \$540 per month x 4 months	\$216		
	Cell Phones 3 @ \$35 mo. x 4	\$420		
	Internet Services \$120 per month x 4 x 10%	\$48		
0350	Office Expense			\$7,180
	Office Supplies @ \$300 per mo. x 4 months + \$300 Start Up	\$1,200	\$300	
	Postage @ \$50 per mo. x 4 months.	\$200		
	Printing/Copying @ 4,500 copies per mo. @ .017 per copy x 4 months.	\$306		
	Copier Lease 10% x \$485 per mo. x 4 months.	\$194		
	Server Maint. 10% x \$150 per mo. x 4 months.	\$60		
	Conference Room tables: 20 chairs x 90 each & 6 tables x 220 each		\$3,120	
	Waiting room chairs: \$120 x 15		\$1,800	
0400	Equipment			\$0
0400	Facilities			\$18,514
	Office rent: \$2,000 per month x 4 months + \$2,000 deposit/\$2,000 last month	\$8,000	\$4,000	
	Utilities \$350 per mo. x 4 months.	\$1,400		
	Janitorial \$350 per mo. x 4 months.	\$1,400		
	IT installation costs		\$2,500	
	Alarm system: \$57.99 per month x 4 months + \$750 installation	\$232	\$750	
	Rekey interior locks: \$57.99 x 4 locks		\$232	

BUDGET LINE ITEM	CATEGORY & DESCRIPTION/ CALCULATION	SUBTOTAL	START-UP	TOTAL
0500	Travel Costs Staff (3) travel mileage 250 miles per mo. @ \$.545 per mile x 4 months	\$1,635		\$1,635
0550	Program Supplies Supplies for families, support group, parent education classes, and advisory committee (i.e., folders, binders, journals, pens, pencils, poster boards, calendars, etc.) \$378.50 per mo. x 4 months	\$1,514		\$12,265
	Transportation bus tokens for families and individuals to attend appointments @ \$1.25 each x 55 bus tokens x 3 months	\$206		
	Outreach materials (brochures, flyers, business cards, etc.) @ \$500 per month x 4 months		\$2,000	
	Refrigerator for storage of food for clients		\$350	
	Microwave for reheating client meeting snacks		\$100	
	3 laptops @ \$1,500 for program staff (Start-Up)		\$4,500	
	3 Desks for program staff @ \$200 each		\$600	
	3 Chairs for program staff @ \$150		\$450	
	3 file cabinet for program staff @ \$180		\$540	
	3 locking storage cabinet for supplies @ \$240		\$720	
	3 desk phones for program staff @ \$175		\$525	
	3 book shelves cabinet for program staff @ \$170		\$510	
	IT switch for phones & wireless router		\$250	
0600	Consultancy/Subcontracts – None			
0650	Fiscal and Audits Financial Services @ 10% x \$4,000 per mo. x 4 months.	\$1,600		\$1,963
	Audit Services @10% x annual fee of \$11,000 x 33% (4 months)	\$363		
0660	Training – None			\$0
0700	Indirect Costs – Calculated @ 6.45% of direct costs	\$5,892		\$5,892
TOTAL EXPENSES BUDGET DETAIL		\$25,644	\$23,247	\$48,891

PROPOSED BUDGET SUMMARY (July 1, 2019 - June 30, 2020)

VENDOR NAME: Centro La Familia Advocacy Services

CATEGORY	BUDGET ITEM #	TOTAL
Salaries	0100	\$117,000
Payroll Taxes	0150	\$10,253
Benefits	200	\$15,210
SUBTOTAL:	0200	\$142,463
SERVICES & SUPPLIES		
Insurance	0250	\$2,280
Communications	0300	\$2,052
Office Expense	0350	\$6,480
Equipment	0400	\$0
Facilities	0450	\$33,096
Travel Costs	0500	\$4,905
Program Supplies	0550	\$9,025
Consultancy/Subcontracts	0600	\$0
Fiscal & Audits	0650	\$5,900
Training	0660	\$0
Indirect Costs	0700	\$13,799
SUBTOTAL:		\$77,537
TOTAL EXPENSES:		\$220,000

PROPOSED BUDGET PERSONNEL DETAIL (12-Month) July 1, 2019 – June 30, 2020

VENDOR NAME: Centro La Familia Advocacy Services

SALARIES

Position	% of Time on Project	Number of Months	Monthly Salary/Hourly Wages	Salary/Wages Funds Requested
NRC Site Director	100%	12	\$3,750	\$45,000
Parent Educator	100%	12	\$3,000	\$36,000
Family Advocate/ Intake Specialist	100%	12	\$3,000	\$36,000
Total Salaries/ Wages				\$117,000

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

<u>Benefit Item (Calculation)</u>	<u>Item Total</u>
FICA Taxes – 7.65% x total wages (\$117,000)	\$8,951
SUI Taxes – 6.2% x 3 FTE x \$7,000	\$1,302
Health Insurance FTE 3 x 4 months. x \$325 per month	\$11,700
Retirement Benefit – 3% x total wages (\$117,000)	\$3,510
TOTAL SALARIES AND BENEFITS:	\$142,463

PROPOSED BUDGET DETAIL (Services and Supplies) (12-Month) July 1, 2019 – June 30, 2020**VENDOR NAME:** Centro La Familia Advocacy Services

BUDGET LINE ITEM	CATEGORY & DESCRIPTION/ CALCULATION	SUBTOTAL	TOTAL
0250	Insurance		\$2,280
	General Liability 10% x \$7,000 annual premium	\$700	
	Workers Comp – \$1.35 per \$100 of payroll	\$1,580	
0300	Communications		\$2,052
	Telephone landlines – 10% x \$540 per month x 12 mos.	\$648	
	Cell Phone Service: 3 @ \$35 mo. x 12	\$1,260	
	Internet Services \$120 per month x 12 x 10%	\$144	
0350	Office Expense		\$6,480
	Office Supplies @ \$350 per mo. x 12 months.	\$4,200	
	Postage @ \$50 per mo. x 12 months.	\$600	
	Printing/Copying @ 4,500 copies per mo. @ .017 per copy x 12 months.	\$918	
	Copier Lease 10% x \$485 per mo. x 12 months.	\$582	
	Server Maint. 10% x \$150 per mo. x 12 months.	\$180	
0400	Equipment		\$0
0400	Facilities		\$33,096
	Office rent @ \$2000 per month x 12 months.	\$24,000	
	Utilities \$350 per mo. x 12 months.	\$4,200	
	Janitorial \$350 per mo. x 12 months.	\$4,200	
	Alarm system: \$57.99 per month x 12 months	\$696	
0500	Travel Costs		\$4,905
	Staff (3) travel mileage 250 miles per mo. @ \$.545 per mile x 12 months	\$4,905	
0550	Program Supplies		\$9,025
	Supplies for families, support group, parent education classes, and advisory committee (i.e., folders, binders, journals, pens, pencils, poster boards, calendars, etc.) \$300 per mo. x 12 months	\$3,600	
	Transportation bus tokens for families and individuals to attend appointments \$1.25 each x 500 per year	\$625	
	Outreach materials (brochures, flyers, business cards, etc.) @ \$400 per month x 12 months	\$4,800	
0600	Consultancy/Subcontracts - None		
0650	Fiscal and Audits		\$5,900
	Financial Services @ 10% x \$4,000 per mo. x 12 months.	\$4,800	
	Audit Services @10% x annual fee of \$11,000	\$1,100	
0660	Training - None		
0700	Indirect Costs – Calculated @ 6.69% of direct costs	\$13,799	\$13,799
TOTAL EXPENSES BUDGET DETAIL		\$77,537	\$77,537

PROPOSED BUDGET SUMMARY (July 1, 2020 - June 30, 2021)

VENDOR NAME: Centro La Familia Advocacy Services

CATEGORY	BUDGET ITEM #	TOTAL
Salaries	0100	\$117,000
Payroll Taxes	0150	\$10,253
Benefits	200	\$15,210
SUBTOTAL:	0200	\$142,463
SERVICES & SUPPLIES		
Insurance	0250	\$2,280
Communications	0300	\$2,052
Office Expense	0350	\$6,480
Equipment	0400	\$0
Facilities	0450	\$33,096
Travel Costs	0500	\$4,905
Program Supplies	0550	\$9,025
Consultancy/Subcontracts	0600	\$0
Fiscal & Audits	0650	\$5,900
Training	0660	\$0
Indirect Costs	0700	\$13,799
SUBTOTAL:		\$77,537
TOTAL EXPENSES:		\$220,000

PROPOSED BUDGET PERSONNEL DETAIL (12-Month) July 1, 2020 – June 30, 2021**VENDOR NAME:** Centro La Familia Advocacy Services**SALARIES**

Position	% of Time on Project	Number of Months	Monthly Salary/Hourly Wages	Salary/Wages Funds Requested
NRC Site Director	100%	12	\$3,750	\$45,000
Parent Educator	100%	12	\$3,000	\$36,000
Family Advocate/ Intake Specialist	100%	12	\$3,000	\$36,000
Total Salaries/ Wages				\$117,000

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

<u>Benefit Item (Calculation)</u>	<u>Item Total</u>
FICA Taxes – 7.65% x total wages (\$117,000)	\$8,951
SUI Taxes – 6.2% x 3 FTE x \$7,000	\$1,302
Health Insurance FTE 3 x 4 months. x \$325 per month	\$11,700
Retirement Benefit – 3% x total wages (\$117,000)	\$3,510
TOTAL SALARIES AND BENEFITS:	\$142,463

PROPOSED BUDGET DETAIL (Services and Supplies) (12-Month) July 1, 2020 – June 30, 2021

VENDOR NAME: Centro La Familia Advocacy Services

BUDGET LINE ITEM	CATEGORY & DESCRIPTION/ CALCULATION	SUBTOTAL	TOTAL
0250	Insurance		\$2,280
	General Liability 10% x \$7,000 annual premium	\$700	
	Workers Comp – \$1.35 per \$100 of payroll	\$1,580	
0300	Communications		\$2,052
	Telephone landlines – 10% x \$540 per month x 12 mos.	\$648	
	Cell Phone Service: 3 @ \$35 mo. x 12	\$1,260	
	Internet Services \$120 per month x 12 x 10%	\$144	
0350	Office Expense		\$6,480
	Office Supplies @ \$350 per mo. x 12 months.	\$4,200	
	Postage @ \$50 per mo. x 12 months.	\$600	
	Printing/Copying @ 4,500 copies per mo. @ .017 per copy x 12 months.	\$918	
	Copier Lease 10% x \$485 per mo. x 12 months.	\$582	
	Server Maint. 10% x \$150 per mo. x 12 months.	\$180	
0400	Equipment		\$0
0400	Facilities		\$33,096
	Office rent @ \$2000 per month x 12 months.	\$24,000	
	Utilities \$350 per mo. x 12 months.	\$4,200	
	Janitorial \$350 per mo. x 12 months.	\$4,200	
	Alarm system: \$57.99 per month x 12 months	\$696	
0500	Travel Costs		\$4,905
	Staff (3) travel mileage 250 miles per mo. @ \$.545 per mile x 12 months	\$4,905	
0550	Program Supplies		\$9,025
	Supplies for families, support group, parent education classes, and advisory committee (i.e., folders, binders, journals, pens, pencils, poster boards, calendars, etc.) \$300 per mo. x 12 months	\$3,600	
	Transportation bus tokens for families and individuals to attend appointments \$1.25 each x 500 per year	\$625	
	Outreach materials (brochures, flyers, business cards, etc.) @ \$400 per month x 12 months	\$4,800	
0600	Consultancy/Subcontracts - None		
0650	Fiscal and Audits		\$5,900
	Financial Services @ 10% x \$4,000 per mo. x 12 months.	\$4,800	
	Audit Services @10% x annual fee of \$11,000	\$1,100	
0660	Training - None		
0700	Indirect Costs – Calculated @ 6.69% of direct costs	\$13,799	\$13,799
TOTAL EXPENSES BUDGET DETAIL		\$77,537	\$77,537

PROPOSED BUDGET SUMMARY (July 1, 2021 - June 30, 2022)

VENDOR NAME: Centro La Familia Advocacy Services

CATEGORY	BUDGET ITEM #	TOTAL
Salaries	0100	\$117,000
Payroll Taxes	0150	\$10,253
Benefits	200	\$15,210
SUBTOTAL:	0200	\$142,463
SERVICES & SUPPLIES		
Insurance	0250	\$2,280
Communications	0300	\$2,052
Office Expense	0350	\$6,480
Equipment	0400	\$0
Facilities	0450	\$33,096
Travel Costs	0500	\$4,905
Program Supplies	0550	\$9,025
Consultancy/Subcontracts	0600	\$0
Fiscal & Audits	0650	\$5,900
Training	0660	\$0
Indirect Costs	0700	\$13,799
SUBTOTAL:		\$77,537
TOTAL EXPENSES:		\$220,000

PROPOSED BUDGET PERSONNEL DETAIL (12-Month) July 1, 2021 – June 30, 2022**VENDOR NAME:** Centro La Familia Advocacy Services**SALARIES**

Position	% of Time on Project	Number of Months	Monthly Salary/Hourly Wages	Salary/Wages Funds Requested
NRC Site Director	100%	12	\$3,750	\$45,000
Parent Educator	100%	12	\$3,000	\$36,000
Family Advocate/ Intake Specialist	100%	12	\$3,000	\$36,000
Total Salaries/ Wages				\$117,000

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

<u>Benefit Item (Calculation)</u>	<u>Item Total</u>
FICA Taxes – 7.65% x total wages (\$117,000)	\$8,951
SUI Taxes – 6.2% x 3 FTE x \$7,000	\$1,302
Health Insurance FTE 3 x 4 months. x \$325 per month	\$11,700
Retirement Benefit – 3% x total wages (\$117,000)	\$3,510
TOTAL SALARIES AND BENEFITS:	\$142,463

PROPOSED BUDGET DETAIL (Services and Supplies) (12-Month) July 1, 2021 – June 30, 2022

VENDOR NAME: Centro La Familia Advocacy Services

BUDGET LINE ITEM	CATEGORY & DESCRIPTION/ CALCULATION	SUBTOTAL	TOTAL
0250	Insurance		\$2,280
	General Liability 10% x \$7,000 annual premium	\$700	
	Workers Comp – \$1.35 per \$100 of payroll	\$1,580	
0300	Communications		\$2,052
	Telephone landlines – 10% x \$540 per month x 12 mos.	\$648	
	Cell Phone Service: 3 @ \$35 mo. x 12	\$1,260	
	Internet Services \$120 per month x 12 x 10%	\$144	
0350	Office Expense		\$6,480
	Office Supplies @ \$350 per mo. x 12 months.	\$4,200	
	Postage @ \$50 per mo. x 12 months.	\$600	
	Printing/Copying @ 4,500 copies per mo. @ .017 per copy x 12 months.	\$918	
	Copier Lease 10% x \$485 per mo. x 12 months.	\$582	
	Server Maint. 10% x \$150 per mo. x 12 months.	\$180	
0400	Equipment		\$0
0400	Facilities		\$33,096
	Office rent @ \$2000 per month x 12 months.	\$24,000	
	Utilities \$350 per mo. x 12 months.	\$4,200	
	Janitorial \$350 per mo. x 12 months.	\$4,200	
	Alarm system: \$57.99 per month x 12 months	\$696	
0500	Travel Costs		\$4,905
	Staff (3) travel mileage 250 miles per mo. @ \$.545 per mile x 12 months	\$4,905	
0550	Program Supplies		\$9,025
	Supplies for families, support group, parent education classes, and advisory committee (i.e., folders, binders, journals, pens, pencils, poster boards, calendars, etc.) \$300 per mo. x 12 months	\$3,600	
	Transportation bus tokens for families and individuals to attend appointments \$1.25 each x 500 per year	\$625	
	Outreach materials (brochures, flyers, business cards, etc.) @ \$400 per month x 12 months	\$4,800	
0600	Consultancy/Subcontracts - None		
0650	Fiscal and Audits		\$5,900
	Financial Services @ 10% x \$4,000 per mo. x 12 months.	\$4,800	
	Audit Services @10% x annual fee of \$11,000	\$1,100	
0660	Training - None		
0700	Indirect Costs – Calculated @ 6.69% of direct costs	\$13,799	\$13,799
TOTAL EXPENSES BUDGET DETAIL		\$77,537	\$77,537

PROPOSED BUDGET SUMMARY (July 1, 2022 - June 30, 2023)

VENDOR NAME: Centro La Familia Advocacy Services

CATEGORY	BUDGET ITEM #	TOTAL
Salaries	0100	\$117,000
Payroll Taxes	0150	\$10,253
Benefits	200	\$15,210
SUBTOTAL:	0200	\$142,463
SERVICES & SUPPLIES		
Insurance	0250	\$2,280
Communications	0300	\$2,052
Office Expense	0350	\$6,480
Equipment	0400	\$0
Facilities	0450	\$33,096
Travel Costs	0500	\$4,905
Program Supplies	0550	\$9,025
Consultancy/Subcontracts	0600	\$0
Fiscal & Audits	0650	\$5,900
Training	0660	\$0
Indirect Costs	0700	\$13,799
SUBTOTAL:		\$77,537
TOTAL EXPENSES:		\$220,000

PROPOSED BUDGET PERSONNEL DETAIL (12-Month) July 1, 2022 – June 30, 2023**VENDOR NAME:** Centro La Familia Advocacy Services**SALARIES**

Position	% of Time on Project	Number of Months	Monthly Salary/Hourly Wages	Salary/Wages Funds Requested
NRC Site Director	100%	12	\$3,750	\$45,000
Parent Educator	100%	12	\$3,000	\$36,000
Family Advocate/ Intake Specialist	100%	12	\$3,000	\$36,000
Total Salaries/ Wages				\$117,000

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

<u>Benefit Item (Calculation)</u>	<u>Item Total</u>
FICA Taxes – 7.65% x total wages (\$117,000)	\$8,951
SUI Taxes – 6.2% x 3 FTE x \$7,000	\$1,302
Health Insurance FTE 3 x 4 months. x \$325 per month	\$11,700
Retirement Benefit – 3% x total wages (\$117,000)	\$3,510
TOTAL SALARIES AND BENEFITS:	\$142,463

PROPOSED BUDGET DETAIL (Services and Supplies) (12-Month) July 1, 2022 – June 30, 2023**VENDOR NAME:** Centro La Familia Advocacy Services

BUDGET LINE ITEM	CATEGORY & DESCRIPTION/ CALCULATION	SUBTOTAL	TOTAL
0250	Insurance		\$2,280
	General Liability 10% x \$7,000 annual premium	\$700	
	Workers Comp – \$1.35 per \$100 of payroll	\$1,580	
0300	Communications		\$2,052
	Telephone landlines – 10% x \$540 per month x 12 mos.	\$648	
	Cell Phone Service: 3 @ \$35 mo. x 12	\$1,260	
	Internet Services \$120 per month x 12 x 10%	\$144	
0350	Office Expense		\$6,480
	Office Supplies @ \$350 per mo. x 12 months.	\$4,200	
	Postage @ \$50 per mo. x 12 months.	\$600	
	Printing/Copying @ 4,500 copies per mo. @ .017 per copy x 12 months.	\$918	
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	Server Maint. 10% x \$150 per mo. x 12 months.	\$180	
0400	Equipment		\$0
0400	Facilities		\$33,096
	Office rent @ \$2000 per month x 12 months.	\$24,000	
	Utilities \$350 per mo. x 12 months.	\$4,200	
	Janitorial \$350 per mo. x 12 months.	\$4,200	
	Alarm system: \$57.99 per month x 12 months	\$696	
0500	Travel Costs		\$4,905
	Staff (3) travel mileage 250 miles per mo. @ \$.545 per mile x 12 months	\$4,905	
0550	Program Supplies		\$9,025
	Supplies for families, support group, parent education classes, and advisory committee (i.e., folders, binders, journals, pens, pencils, poster boards, calendars, etc.) \$300 per mo. x 12 months	\$3,600	
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	Outreach materials (brochures, flyers, business cards, etc.). @ \$400 per month x 12 months	\$4,800	
0600	Consultancy/Subcontracts - None		
0650	Fiscal and Audits		\$5,900
	Financial Services @ 10% x \$4,000 per mo. x 12 months.	\$4,800	
	Audit Services @ 10% x annual fee of \$11,000	\$1,100	
0660	Training - None		
0700	Indirect Costs – Calculated @ 6.69% of direct costs	\$13,799	\$13,799
TOTAL EXPENSES BUDGET DETAIL		\$77,537	\$77,537

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

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

NOTICE OF CHILD ABUSE REPORTING LAW

The undersigned hereby acknowledges that Penal Code section 11166 and the contractual obligations between County of Fresno (COUNTY) and Comprehensive Youth Services, Inc., related to provision of services, require that the undersigned report all known or suspected child abuse or neglect to one or more of the agencies set forth in Penal Code (P.C.) section (§) 11165.9.

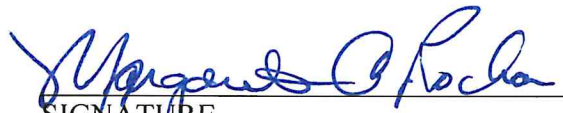
For purposes of the undersigned's child abuse reporting requirements, "child abuse or neglect" includes physical injury inflicted by other than accidental means upon a child by another person, sexual abuse as defined in P.C. §11165.1, neglect as defined in P.C. §11165.2, willful cruelty or unjustifiable punishment as defined in P.C. §11165.3, and unlawful corporal punishment or injury as defined in P.C. §11165.4.

A child abuse report shall be made whenever the undersigned, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the undersigned knows or reasonably suspects has been the victim of child abuse or neglect. (P.C. §11166.) The child abuse report shall be made to any police department or sheriff's department (not including a school district police or security department), or to any county welfare department, including Fresno County Department of Social Services' 24 Hour CARELINE. (See PC §11165.9.)

For purposes of child abuse reporting, a "reasonable suspicion" means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect. The pregnancy of a child does not, in and of itself, constitute a basis for reasonable suspicion of sexual abuse. (P.C. §11166(a)(1).)

Substantial penalties may be imposed for failure to comply with these child abuse reporting requirements. Further information and a copy of the law may be obtained from the County of Fresno Department of Social Services Director or designee.

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


SIGNATURE

02-21-19
DATE