PSYCHOSOCIAL ASSESSMENT MASTER AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of March, 2017, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and each Vendor listed in Exhibit A "Contractors List", attached hereto and by this reference incorporated herein, collectively herein referred to as "CONTRACTORS", and such additional CONTRACTORS as may, from time to time during the term of this Agreement, be added by the COUNTY. Reference in this Agreement to "party" or "parties" shall be understood to refer to the COUNTY and each CONTRACTOR(S), unless otherwise specified.

W I T N E S S E T H:

WHEREAS, COUNTY, through its Department of Social Services (DSS), has a need to have Psychosocial Assessments administered to all incoming Family Resource Applicants and current licensed foster families' homes, approved relative caregivers and Non-Relative Extended Family Members (NREFM); and

WHEREAS, the Psychosocial Assessment is mandated by Welfare and Institutions Code (W&IC) section 16519.5 et seq.,(Continuum of Care Reform) beginning January 1, 2017; and

WHEREAS, CONTRACTORS represent that they have the expertise to provide Psychosocial Assessments needed by DSS, and are willing to provide them subject to the terms and conditions of this Agreement.

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

1. SERVICES

A. CONTRACTORS shall perform all services and fulfill all responsibilities as set forth in Exhibit B, "Summary of Services" attached hereto and by this reference incorporated herein. In addition, CONTRACTORS shall perform all services and fulfill all responsibilities as set forth in the Request for Application, dated December 12, 2016, and Addendum #1 to the Request for Application, dated December 22, 2016 (collectively referred to herein as COUNTY's RFA), and CONTRACTOR'S Response to the Request for Application, both of which are incorporated herein by reference and made part of this Agreement. In the event of any inconsistency among these documents, the inconsistency

shall be resolved by giving precedence in the following order of priority: (1) to this Agreement, including all Exhibits, (2) to the COUNTY'S RFA, (3) to the CONTRACTORS' response to COUNTY'S RFA. A copy of the COUNTY'S RFA and the CONTRACTORS' response shall be retained and made available during the term of this Agreement by COUNTY.

B. The COUNTY shall be responsible for services as set forth in the "Summary of Services", identified in Exhibit B, under the heading "COUNTY RESPONSIBILITIES."

C. In the event of the termination or expiration of this Agreement in accordance with Section Two (2) or Three (3) of this Agreement, the CONTRACTORS shall provide Psychosocial Assessments Transitional services to DSS clients in accordance with the terms and conditions of this Agreement, working with COUNTY staff. Transitional services shall include, but is not limited to the transfer of service records and shall not exceed a maximum of Thirty (30) days. This Section of the Agreement shall survive Thirty (30) days from the expiration or written termination date of this Agreement.

2. TERM

This Agreement shall become effective upon execution and shall terminate on the 30th day of June 2018.

3. TERMINATION

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

B. Breach of Contract – The COUNTY may immediately suspend or terminate this Agreement in whole or in part, wherein the determination of the COUNTY there is:

1) An illegal or improper use of funds;

2) A failure to comply with any term of this Agreement;

3) A substantially incorrect or incomplete report submitted to the COUNTY;

4) Improperly performed service.

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

C. Without Cause – Under circumstances other than those set forth above, this Agreement may be terminated by the COUNTY'S DSS Director, or designee upon the giving of Thirty (30) days advance written notice of an intention to terminate to the CONTRACTORS. Written notice of termination given by a CONTRACTOR to the COUNTY shall only be effective as to the Agreement in relation to that CONTRACTOR and shall have no effect on the renewal of the Agreement with respect to all other CONTRACTORS. Likewise, notice of termination given by the COUNTY shall only be effective as to the Agreement in relation to the CONTRACTOR to whom the notice is addressed and shall have no effect on the Agreement with respect to all other CONTRACTORS.

4. COMPENSATION

The COUNTY agrees to pay the CONTRACTORS and the CONTRACTORS agree to receive compensation as follows: One Thousand Five Hundred Thirty and No/100 Dollars ($1,530.00) per Psychosocial Assessment of an English speaker and One Thousand Eight Hundred Thirty and No/100 Dollars ($1,830.00) per Psychosocial Assessment of a non-English speaker. Payment shall be made once a completed Psychosocial Assessment has been submitted to the COUNTY. In no event shall compensation for services performed under this Agreement by all CONTRACTORS collectively from February 28, 2017 through June 30, 2017 be in excess of Five Hundred Ninety-Six Thousand Two Hundred Fifty and No/100 Dollars ($596,250.00). In no event shall compensation for services performed under this Agreement by all CONTRACTORS collectively during the period July 1, 2017 through June 30, 2018 be in excess of One Million Three Hundred Ninety-One Thousand Two Hundred

Fifty and No/100 Dollars ($1,391,250.00). In no event shall compensation for services performed under this Agreement by all CONTRACTORS collectively during the term of this Agreement be in excess of One Million Nine Hundred Eighty Seven Thousand Five Hundred and No/100 Dollars ($1,987,500.00).

Except as provided below regarding State payment delays, payments by the COUNTY shall be in arrears, for services provided during the preceding month, within Forty-Five (45) days after receipt and verification of the CONTRACTORS' invoices by COUNTY'S DSS. If the CONTRACTORS should fail to comply with any provision of this Agreement, the COUNTY shall be relieved of its obligation for further compensation.

The services provided by the CONTRACTORS under this Agreement are funded in whole or in part by the State of California. In the event that funding for these services is delayed by the State Controller, the COUNTY may defer payment to the CONTRACTORS. The amount of the deferred payment shall not exceed the amount of funding delayed by the State Controller to the COUNTY. The period of time of the deferral by the COUNTY shall not exceed the period of time of the State Controller's delay of payment to the COUNTY plus Forty-Five (45) days.

It is understood that all expenses incidental to the CONTRACTORS' performance of services under this Agreement shall be borne by CONTRACTORS.

5. INVOICING

The CONTRACTORS shall invoice the COUNTY in arrears by the Fifteenth (15^{th}) of each month for all completed Psychosocial Assessments submitted to COUNTY in the previous month to: DSSInvoices@co.fresno.ca.us. A monthly activity report shall accompany the invoice, reflecting services provided and the invoiced amount and be in a format acceptable to the COUNTY. No reimbursement for services shall be made until invoices and monthly activity reports are received, reviewed and approved by the COUNTY.

At the discretion of the COUNTY'S DSS Director or designee, if an invoice is incorrect or is otherwise not in proper form or substance, the COUNTY'S DSS Director or designee shall have the right to withhold payment as to only that portion of the invoice that is incorrect or improper after Five (5) days prior written notice to the CONTRACTORS. The CONTRACTORS agree to continue to

provide services for a period of Ninety (90) days after notification of an incorrect or improper invoice. If after the Ninety (90) day period the invoice(s) is still not corrected to the COUNTY'S DSS satisfaction, the COUNTY'S DSS Director or designee may elect to terminate this agreement, pursuant to the termination provisions stated in Section Three (3) of this Agreement.

All final claims shall be submitted by the CONTRACTORS within Sixty (60) days following the final month of service for which payment is claimed. Claims received beyond the sixty (60) day period will be denied, unless, at the discretion of the COUNTY'S DSS Director or designee, the COUNTY determines to make payment on the claim.

6. MODIFICATION

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

B. The CONTRACTORS hereby agree that changes to the compensation under this agreement may be necessitated by a reduction in funding from State and/or Federal sources. The COUNTY'S DSS Director or designee may modify the maximum compensation depending on State and/or Federal funding availability, as stated in Section Four (4) of this Agreement. The CONTRACTORS further understand that this Agreement is subject to any restrictions, limitations, or enactments of all legislative bodies which affect the provisions, term, or funding of this agreement in any manner.

7. INDEPENDENT CONTRACTOR

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

The CONTRACTORS and the COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of government authorities having jurisdiction over matters which are directly or indirectly the subject of this Agreement.

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

8. NON-ASSIGNMENT

Neither party shall assign, transfer or subcontract this Agreement nor their rights or duties under this Agreement without the prior written consent of the other party.

9. HOLD-HARMLESS

The CONTRACTORS agrees to indemnify, save, hold harmless, and at the COUNTY'S request, defend the COUNTY, their officers, agents and employees from any and all costs and expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to the COUNTY in connection with the performance, or failure to perform, by the CONTRACTORS, its officers, agents or employees under this Agreement, and from any and all costs and expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of the CONTRACTORS, its officers, agents or employees under this Agreement. In addition, the CONTRACTORS agree to indemnify the COUNTY for Federal, State of California and/or local audit exceptions resulting from non-compliance herein on the part of the CONTRACTORS.

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10. INSURANCE

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

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence and an annual aggregate of Two Million Dollars ($2,000,000). This policy shall be issued on a per occurrence basis. The COUNTY may require specific coverage including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the Agreement.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars ($250,000) per person, Five Hundred Thousand Dollars ($500,000) per accident and for property damages of not less than Fifty Thousand Dollars ($50,000), or such coverage with a combined single limit of Five Hundred Thousand Dollars ($500,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Professional Liability

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

CONTRACTORS agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

D. Worker's Compensation

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

The CONTRACTORS shall obtain endorsements to the Commercial General Liability Insurance naming the County of Fresno, their 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 the COUNTY, their officers, agents and employees shall be in excess only and not contributing with insurance provided under the CONTRACTOR'S policies herein. This insurance shall not be cancelled or changed without a minimum of Thirty (30) days advance written notice given to the COUNTY.

Within Thirty (30) days from the date the CONTRACTORS signs this Agreement, the CONTRACTORS shall provide certificates of insurance and endorsements as stated above for all the foregoing policies, as required herein, to the County of Fresno Department of Social Services, P.O. Box 1912, Fresno, California, 93718-1912, Attention: Contract Analyst, stating that such insurance coverages have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability Insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by the COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under the CONTRACTOR'S policies herein; and that this insurance shall not be cancelled or changed without a minimum of Thirty (30) days advance, written notice given to the COUNTY.

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

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

11. SUBCONTRACTS

The CONTRACTORS shall obtain written approval from the COUNTY or the COUNTY'S DSS Director, or designee before subcontracting any of the services delivered under this

Agreement. Any transferee, assignee or subcontractor will be subject to all applicable provisions of this Agreement, and all applicable State and Federal regulations. The CONTRACTORS shall be held primarily responsible by the COUNTY for the performance of any transferee, assignee or subcontractor unless otherwise expressly agreed to in writing by the COUNTY. The use of subcontractors by the CONTRACTORS shall not entitle the CONTRACTORS to any additional compensation than is provided for under this Agreement.

12. CONFLICT OF INTEREST

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

13. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

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

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14. NON-DISCRIMINATION

During the performance of this Agreement, the CONTRACTORS shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age or gender, pursuant to all applicable State of California and Federal statutes and regulations.

The CONTRACTORS agree to compile data, maintain records and submit reports as required by this Agreement; to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized COUNTY, CDSS and/or federal government personnel, during normal working hours, to review records, books and accounts of the CONTRACTORS relevant to this Agreement as needed to ascertain compliance. If there are any violations of this Non-Discrimination section, CDSS shall have the right, upon written notice to the CONTRACTORS, to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this section. Furthermore, if an allegation of discrimination occurs, the COUNTY may withhold all further funds, until the CONTRACTORS can show clear and convincing evidence to the satisfaction of the COUNTY that funds provided under this Agreement were not used in connection with the alleged discrimination.

15. RECRUITMENT OF EMPLOYEES AND SERVICE TO CLIENTS

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

16. LIMITED ENGLISH PROFICIENCY

The CONTRACTORS shall provide interpreting and translation services to persons participating in the CONTRACTORS' services that have limited or no English language proficiency, including services to persons who are deaf or blind. Interpreter and translation services shall be

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

17. CONFIDENTIALITY

All services performed by the CONTRACTORS under this Agreement shall be in strict conformance with all applicable Federal, State of California, and/or local laws and regulations relating to confidentiality including, but not limited to: California Welfare and Institutions Code Sections 10850 and 14100.2; the CDSS Manual of Policies and Procedures, Division 19-0000. The purpose of this section is to assure that all applications and records concerning program recipients shall be kept confidential and shall not be opened to examination, publicized, disclosed, or used for any purpose not directly connected with administration of the program. CONTRACTORS shall inform all of its employees, agents, officers, and subcontractors of this provision; and that any person knowingly and intentionally violating this provision is guilty of a misdemeanor.

18. DATA SECURITY

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

A. The CONTRACTORS-Owned Mobile/Wireless/Handheld Devices may not be connected to the COUNTY networks via personally owned mobile, wireless or handheld devices,

except when authorized by the COUNTY for telecommuting and then only if virus protection software currency agreements are in place and if a secure connection is used.

B. The CONTRACTORS-Owned Computers or Computer Peripherals may not be brought into the COUNTY for use, including and not limited to mobile storage devices, without prior authorization from the COUNTY'S Chief Information Officer and/or designee(s). Data must be stored on a secure server approved by the 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. The COUNTY-Owned Computer Equipment – The CONTRACTORS or anyone having an employment relationship with the COUNTY may not use the COUNTY computers or computer peripherals on the non-COUNTY premises without prior authorization from the COUNTY'S Chief Information Officer and/or designee(s).

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

E. The CONTRACTORS are responsible to employ strict controls to insure the integrity and security of the 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 the 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. The CONTRACTORS are responsible to immediately notify the COUNTY of any breaches or potential breaches of security related to the COUNTY'S confidential information, data maintained in computer files, program documentation, data processing systems, data files and data processing equipment which stores or processes the COUNTY data internally or externally.

H. In the event of a breach of security related to the COUNTY'S confidential client information provided to the CONTRACTORS, the COUNTY will manage the response to the incident, however, the CONTRACTORS will be responsible to issue any notification to affected individuals as

required by law or as deemed necessary by the COUNTY in its sole discretion. The CONTRACTORS will be responsible for all costs incurred as a result of providing the required notification.

I. The requirements in this Data Security provision shall apply to the CONTRACTOR'S subcontractors, if any.

19. CLEAN AIR AND WATER

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

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

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

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

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

20. DRUG-FREE WORKPLACE REQUIREMENTS

The CONTRACTORS hereby provides the certification that is required by regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, requiring the maintenance of a drug-free workplace. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. The CONTRACTORS shall also comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code section 8350 *et seq.*)

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21. DEBARMENT-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

A. The COUNTY and CONTRACTORS recognize that Federal assistance funds will be used under the terms of this Agreement. The CONTRACTORS, hereby certifies, as required by the regulation implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, section 98.510, Participant's responsibilities, (published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)), the following:

1) Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless unauthorized by the Federal department or agency with which this transaction originated.

3) Where the CONTRACTORS are unable to certify to any of the statements in this certification, the CONTRACTORS shall attach an explanation to this Agreement.

4) Provide immediate written notice to the COUNTY if at any time the CONTRACTORS learn that its certification in Section Twenty One (21) of this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances.

5) Include a clause identical to Section Twenty One (21) of this Agreement and titled "Certification 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) This assurance shall be included in every nonexempt subgrant, contract, or subcontract that the CONTRACTORS enter into relating to this Agreement.

7) The certification in Section Twenty One (21) of this Agreement is a material representation of fact upon which the COUNTY relied in entering into this Agreement.

22. ACKNOWLEDGEMENT

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

23. POLITICAL ACTIVITY

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

24. LOBBYING ACTIVITY

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

25. STATE ENERGY CONSERVATION

The CONTRACTORS 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.

26. FRATERNIZATION

The CONTRACTORS shall establish procedures addressing fraternization between the CONTRACTORS' staff and clients. Such procedures will include provisions for informing the CONTRACTORS' staff and clients regarding fraternization guidelines.

27. INTERPRETATION OF LAWS AND REGULATIONS

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

28. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

The parties, 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.

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29. **RECORDS**

A. Record Establishment and Maintenance

The CONTRACTORS shall establish and maintain records in accordance with those requirements prescribed by the COUNTY and communicated in writing to the CONTRACTORS with respect to all matters covered by this Agreement. The CONTRACTORS shall retain all fiscal books, account records and client files for services performed under this Agreement for at least Four (4) 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

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

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

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

C. Service Documentation

The CONTRACTORS agrees to maintain records to verify services under this Agreement including names and addresses of clients served, the date of service and a description of

services provided on each occasion. These records and any other document pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

D. Use of Data

The CONTRACTORS shall grant to the COUNTY and the United States Department Health and Human Services the royalty-free, nonexclusive and irrevocable license throughout the world to publish, translate, reproduce, deliver, perform, dispose of, duplicate, use, and/or disclose in any manner and for any purpose whatsoever and to authorize others to do so, all subject data now or hereafter covered by copyright. The CONTRACTORS shall exert all reasonable effort to advise the COUNTY at time of delivery of subject data furnished under this Agreement, of all possible invasions of the right of privacy therein contained, and of all portions of such subject data copied from work not composed or produced in the performance of this Agreement and not licensed under this provision.

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

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

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

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30. SINGLE AUDIT CLAUSE

The CONTRACTORS agrees to provide a copy of its audit report, performed in accordance with the requirements of the Single Audit Act of 1984 (31 USC section 7502) and subject to the terms of Office of Management and Budget (OMB) Circulars (A-110, A-122 and A-133), to the COUNTY. Such audit shall be delivered to the COUNTY, for review no later than Nine (9) months after the close of the CONTRACTOR'S fiscal year in which the funds supplied through this Agreement are expended and/or received for this program. The audit must include a statement of findings or a statement that there were no findings. If there were negative findings, the CONTRACTORS must include a corrective action plan signed by an authorized individual. Failure to comply with the Single Audit Act may result in the COUNTY performing the necessary audit tasks, or, at the COUNTY'S option, contracting with a qualified accountant to perform this audit. All audit costs related to this Agreement are the sole responsibility of the CONTRACTORS who agrees to take corrective action to eliminate any material noncompliance or weakness found as a result of such audit. Audit work performed by the COUNTY under this paragraph shall be performed only after written notice to the CONTRACTORS and billed to the CONTRACTORS at the COUNTY cost as determined by the COUNTY'S Auditor-Controller/Treasurer-Tax Collector.

31. TAX EQUITY AND FISCAL RESPONSIBILITY ACT

To the extent necessary to prevent disallowance of reimbursement under section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. § 1395x(v)(1)[I]), until the expiration of Four (4) years after the furnishing of services under this Agreement, CONTRACTORS shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of these services provided by the CONTRACTORS under this Agreement. The CONTRACTORS further agree that in the event the CONTRACTORS carries out any of its duties under this Agreement through a subcontract, with a value or cost of Ten Thousand and No/100 Dollars ($10,000.00) or more over a Twelve (12) month period, with a related organization, such Agreement shall contain a clause to the effect that until the expiration

of Four (4) years after the furnishing of such services pursuant to such subcontract, the related organizations shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records of such organization as are necessary to verify the nature and extent of such costs.

32. CHILD ABUSE REPORTING

The CONTRACTORS shall utilize a procedure acceptable to the COUNTY to ensure that all of the CONTRACTORS' employees, volunteers, consultants, subcontractors or agents performing services under this Agreement shall report all known to suspected child abuse or neglect to one or more of the agencies set forth in Penal Code Section 11165.9. This procedure shall include having all the CONTRACTORS' employees, volunteers, consultants, subcontractors 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 the CONTRACTORS is set forth in Exhibit D, attached hereto and by this reference incorporated herein.

33. CHARITABLE CHOICE

The CONTRACTORS 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 CONTRACTORS must be voluntary as well as separate in time and location from the COUNTY funded activities and services. The CONTRACTORS shall inform the COUNTY to whether it is faith-based. If the CONTRACTORS identify as faith-based it must submit to the COUNTY a copy of its policy on referring individuals to an alternate treatment provider, and include a copy of this policy in its 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 the CONTRACTORS identifies as faith-based, by July 1 of each year the

CONTRACTORS will be required to report to the COUNTY the number of individuals who requested referrals to alternate providers based on religious objection.

34. PERSONNEL DISCLOSURE

The CONTRACTORS shall make available to the COUNTY a list of all the CONTRACTORS personnel providing services hereunder. Changes to this list will be immediately provided to the 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 program services 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 and languages staff is able to provide services in.

35. PROHIBITION OF PUBLICITY

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

36. AUDITS AND INSPECTIONS

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

such records and data necessary to ensure the CONTRACTORS' compliance with the terms of this Agreement.

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

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

Notwithstanding the Term Provision stated in Section Two (2) of this Agreement, it is acknowledged by the parties hereto that this Agreement shall continue in full force and effect with respect to all audit procedures and requirements as stated in this Agreement until such audit procedures and requirements have been completed to the review and satisfaction of the COUNTY. The CONTRACTORS shall bear all costs in connection with or resulting from any audit and/or inspection required by this Agreement, including but not limited to actual costs incurred and the payment of any expenditures disallowed by the COUNTY, State or Federal governmental entities, including any assessed interest and penalties.

37. LICENSES

The CONTRACTORS shall throughout the term of this Agreement maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision

of services hereunder and required by the laws and regulations of the United States, State of California, the COUNTY, and any other applicable governmental agencies. The CONTRACTORS shall notify the COUNTY immediately in writing of its inability to obtain or maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions, irrespective of the pendency of all appeal related thereto. Additionally, the CONTRACTORS shall comply with all other applicable rules or regulations, as may not exist or be hereinafter changed.

38. SEPARATE AGREEMENT

It is mutually understood by the parties that this Agreement does not, in any way, create a joint venture among the individual CONTRACTORS. By execution of the Agreement, the CONTRACTORS understand that a separate Agreement is formed between each individual CONTRACTOR and COUNTY. The CONTRACTORS further understand that the COUNTY utilizes services of other CONTRACTORS and that no single CONTRACTOR is guaranteed any specific amount of compensation during the term of this Agreement.

39. ADDITIONS/DELETIONS OF CONTRACTORS

The COUNTY'S DSS Director or designee, on behalf of the COUNTY, reserves the right at any time during the term of this Agreement to add new CONTRACTORS to those listed in Exhibit A "Contractors List," based on COUNTY need. To be added to this Agreement, the new CONTRACTORS shall apply by submitting a Response to COUNTY'S RFA. Upon COUNTY'S DSS Director or designee agreeing to add a CONTRACTOR to this Agreement, the CONTRACTOR shall be added to Exhibit A and shall execute this Agreement, agreeing to the terms herein. It is understood any such additions will not affect compensation paid to the other CONTRACTORS, and therefore such additions may be made by the COUNTY'S DSS Director or designee without notice or approval of other CONTRACTORS under this Agreement. These same provisions shall apply to the deletion of any CONTRACTOR listed in Exhibit A " Contractors List", except that deletions shall be by written mutual agreement between the COUNTY'S DSS Director, or designee and the particular CONTRACTOR to be deleted, or shall be in accordance with the provisions of Section Three (3) of this Agreement.

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40. AVAILABILITY

The COUNTY'S DSS may or may not require the services of the CONTRACTORS during the term of this Agreement. The COUNTY'S DSS recognizes that due to other employment, CONTRACTORS may or may not be available to perform services at times requested by the COUNTY'S DSS.

41. GRIEVANCES

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

42. NOTICES

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

COUNTY	CONTRACTORS
Director, Department of Social Services P.O. Box 1912 Fresno, CA 93718-1912	See Exhibit A

Any and all notices between the COUNTY and the CONTTRACTORS provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal services, when deposited in the United States Mail, postage prepaid, addressed to such party.

43. CHANGE OF LEADERSHIP / MANAGEMENT

In the event of any change in the status of the CONTRACTORS' leadership or management, the CONTRACTORS shall provide written notice to the 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 the CONTRACTORS 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 the CONTRACTOR'S finances.

44. GOVERNING LAW

The parties agree that for purposes of venue, performance under this Agreement is to 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.

45. SEVERABILITY

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

46. ENTIRE AGREEMENT

This Agreement, including all Exhibits and the COUNTY'S RFA and the CONTRACTORS' Response to COUNTY'S RFA, constitutes the entire agreement between the CONTRACTORS 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 Master Agreement as of the day and year first hereinabove written.

ATTEST:

CONTRACTORS:

SEE ATTACHED SIGNATURE PAGES

COUNTY OF FRESNO

By _____

BRIAN PACHECO
Chairman, Board of Supervisors

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By _____

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

By _____

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

By _____

REVIEWED AND RECOMMENDED FOR
APPROVAL:

By _____
Delfino E. Neira, Director
Department of Social Services

Fund/Subclass: 0271/13030
Organization: 6210
Account/Program: 7910/0

MSR

PLEASE SEE ADDITIONAL SIGNATURE PAGE ATTACHED

CONTRACTOR:
ASPIRANET

By _____

Print Name: Vernon Brown

Title: CEO

Chairman of the Board, or President, Or any Vice President or Owner, or Director

Date: 2/3/17

By _____

Print Name: JOHN REIBER

Title: CFO

Secretary (of Corporation), or any Assistant Secretary, or Chief Financial Officer, or Chief Accountant, or any Assistant Treasurer

Date: 2·2·17

Mailing Address:
1320 E. Shaw, Ste. 140
Fresno, CA 93710

Phone: (650) 866-4080
Email: vvbrown@aspiranet.org
Attention: Vernon Brown, Chief Executive Officer

CONTRACTOR:
FAMILY CONNECTIONS CHRISTIAN ADOPTIONS

By Wayne Mott

Print Name: [signature]

Title: Executive Director
Chairman of the Board, or President, Or any Vice President or Owner, or Director

Date: 2-7-17

By [signature]

Print Name: Chrissy Aguiar

Title: Secretary
Secretary (of Corporation), or any Assistant Secretary, or Chief Financial Officer, or Chief Accountant, or any Assistant Treasurer

Date: 2/6/17

Mailing Address:
1120 Tully Rd.
Modesto, CA 95350

Phone: (209) 524-8844
Email: waynemott@fcadoptions.org
Attention: Wayne Mott, Executive Officer

CONTRACTOR:
GOLDEN STATE FAMILY SERVICES

By _____

Print Name: KRISTIN WITHROW

Title: ADMINISTRATOR/DIRECTOR
Chairman of the Board, or President,
Or any Vice President or Owner, or
Director

Date: 02.02.2017

By _____

Print Name: Erin McCreery

Title: CFO
Secretary (of Corporation), or any
Assistant Secretary, or Chief Financial
Officer, or Chief Accountant, or any
Assistant Treasurer

Date: 2-2-17

Mailing Address:
P.O. Box 130
Kingsburg CA 93631

Phone: (559) 389-0685
Email: kristinn@gsfs.org
Attention: Kristin Withrow, Adoptions Administrator/ Program Director

CONTRACTOR:
INFANT OF PRAGUE

By Chelsea Cates

Print Name: Chelsea Cates

Title: Vice President of Board

Chairman of the Board, or President, Or any Vice President or Owner, or Director

Date: 2-6-17

By Susan Bowers

Print Name: Susan Bowers

Title: Secretary

Secretary (of Corporation), or any Assistant Secretary, or Chief Financial Officer, or Chief Accountant, or any Assistant Treasurer

Date: Feb. 3, 2017

Mailing Address:
6059 N. Palm Ave
Fresno, CA 93704

Phone: (559) 447-3333
Email: fmoreno@infantofprague.org
Attention: Felicity Moreno, Director of Social Work

CONTRACTOR:
KOINONIA FAMILY SERVICES

By _____

Print Name: Sam Golden

Title: Executive Director
Chairman of the Board, or President,
Or any Vice President or Owner, or
Director

Date: 2-6-17

By _____

Print Name: Deana Spann

Title: Accounting Director
Secretary (of Corporation), or any
Assistant Secretary, or Chief Financial
Officer, or Chief Accountant, or any
Assistant Treasurer

Date: 2/6/2017

Mailing Address:
3451 W. Shaw, Ste. 101
Fresno, CA 93711

Phone: (619) 652-5802
Email: sgolden@kfh.org
Attention: Sam Golden, Executive Director

CONTRACTOR:
NORTH STAR FAMILY CENTER

By _____

Print Name: Karlos L. Perez

Title: Board Chair
Chairman of the Board, or President, Or any Vice President or Owner, or Director

Date: 2-2-17

By _____

Print Name: Paul F. Dyer

Title: Secretary
Secretary (of Corporation), or any Assistant Secretary, or Chief Financial Officer, or Chief Accountant, or any Assistant Treasurer

Date: 2-2-17

Mailing Address:
6760 N. West
Fresno, CA 93711

Phone: (559) 226-2273
Email: mary@northstarfamilycenter.org
Attention: Mary Dela Torre, Chief Executive Officer

CONTRACTOR:
PROMESA BEHAVIORAL HEALTH

By Michael Der Manouel

Print Name: MICHAEL DER MANOUEL

Title: President
Chairman of the Board, or President,
Or any Vice President or Owner, or
Director

Date: 2/06/2017 MDM

By Susanne Prwett

Print Name: Susanne Prwett

Title: Controller
Secretary (of Corporation), or any
Assistant Secretary, or Chief Financial
Officer, or Chief Accountant, or any
Assistant Treasurer

Date: 2/3/17

Mailing Address:
7120 N. Marks Ave, Ste. 110
Fresno, CA 93711

Phone: (559) 439-5437
Email: lweigant@promesabehavioral.org
Attention: Lisa Weigant, Chief Executive Officer

CONTRACTORS LIST

ASPIRANET

Mailing Address: 1320 E. Shaw, Ste. 140
Fresno, CA 93710
(559) 222-4969
Contact: Chad Valorosi
Email: cvalorosi@aspiranet.org
Referral Email: cvalorosi@aspiranet.org

GOLDEN STATE FAMILY SERVICES
Mailing Address: P.O. Box 130
Kingsburg CA 93631
(559) 389-0685
Contact: Kristin Withrow
Email: kristinn@gsfs.org
Referral Email: kristinn@gsfs.org

KOINONIA FAMILY SERVICES
Mailing Address: 3451 W. Shaw, Ste. 101
Fresno, CA 93711
(559) 230-0920
Contact: Christina J. Schmidt
Email: cschmidt@kfh.org
Referral Email: referrals@kfh.org

PROMESA BEHAVIORAL HEALTH
Mailing Address: 7120 N. Marks Ave, Ste. 110
Fresno, CA 93711
(559) 439-5437
Contact: Lisa Weigant
Email: lweigant@promesabehavioral.org
Referral Email: lweigant@promesabehavioral.org

FAMILY CONNECTIONS CHRISTIAN ADOPTIONS
Mailing Address: 1120 Tully Rd.
Modesto, CA 95350
(209) 524-8844
Contact: Wayne Mott
Email: waynemott@fcadoptions.org
Referral Email: dianeniswander@fcadoptions.org

INFANT OF PRAGUE
Mailing Address: 6059 N. Palm Ave
Fresno, CA 93704
(559) 447-3333
Contact: Felicity Moreno
Email: fmoreno@infantofprague.org
Referral Email: fmoreno@infantofprague.org

NORTH STAR FAMILY CENTER
Mailing Address: 6760 N. West
Fresno, CA 93711
(559) 226-2016
Contact: Danielle Macagba
Email: dmacagba@northstarfamilycenter.org
Referral Email: dmacagba@northstarfamilycenter.org

SUMMARY OF SERVICES

SERVICE: Psychosocial Assessment for the Resource Family Approval Program

CONTRACT PERIOD: Upon Execution - June 30, 2018

PROGRAM DESCRIPTION:

The County of Fresno, Department of Social Services (DSS) has established this Master Agreement with qualified agencies to administer the Psychosocial Assessment for the Resource Family Approval (RFA) Program. As of January 1, 2017, applicants interested in becoming a Resource Family (foster family, relative caregivers, Non-Related Extended Family Member (NREFM), adoptive family and/or legal guardian) must complete a Psychosocial Assessment as part of the new RFA process.

SUMMARY OF SERVICES:

A Resource Family applicant must comply with the application qualifications and requirements. One part of the Resource Family application qualifications and requirements is participation in a Psychosocial Assessment, which will include a comprehensive inquiry into the applicant's personal history, family history, and family dynamics. The CONTRACTOR shall conduct a Psychosocial Assessment and provide a recommendation to the COUNTY for any RFA applicant referred to CONTRACTOR.

CONTRACTOR RESPONSIBILITIES:

CONTRACTOR shall perform services as follows:

1. The CONTRACTOR shall comply with the RFA Program Written Directives in completing the Psychosocial Assessment, section 6-05. To review the most recent RFA Program Written Directives use the following link: http://www.childsworld.ca.gov/PG3416.htm.
2. The CONTRACTOR shall schedule interviews with RFA applicant(s) within three days of receiving the referral.

3. CONTRACTORS referred Monolingual Non-English Psychosocial Assessments shall provide the RFA applicant(s) with services in their primary language.
4. The CONTRACTOR shall use the Structured Analysis Family Evaluation (S.A.F.E.) model and materials to administer the Psychosocial Assessment at the applicant's Fresno County residence.
5. The CONTRACTOR shall be flexible with the applicant's availability in order to complete the required interviews timely.
6. The CONTRACTOR will coordinate with the COUNTY to have weekly meetings to review the Questionnaire #1 and background check summation.
7. The 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 which may arise.
8. The CONTRACTOR shall complete all requirements for the Psychosocial Assessment and submit a recommendation using the COUNTY standardized forms, S.A.F.E. 1 and S.A.F.E. 2 questionnaires, to the COUNTY within 30 days of receiving the referral. If CONTRACTOR will not complete the Psychosocial Assessment within 30 days of receiving the referral, the CONTRACTOR shall submit a request for additional time to complete the Assessment to the COUNTY's RFA social worker. The RFA social worker has the discretion to grant more time to complete the Assessment. Such grant of additional time shall be provided in writing and shall specify the date upon which the Assessment is due.
9. The CONTRACTOR shall consult with COUNTY when questions or concerns arise from the recommendations.
10. The CONTRACTOR shall complete a minimum of five (5) Psychosocial Assessments per month.

COUNTY RESPONSIBILITIES

The COUNTY shall perform as follows:

1. The COUNTY will determine RFA eligibility.
2. The COUNTY RFA Social Workers (SW) will manage the RFA Application process and assist the RFA applicant to have it completed within 90 days from application start date. The

application process requires a Comprehensive Assessment which includes: a Home Environment Assessment, Background Check Assessment, Permanency Assessment, and Pre-Approval Training.

3. The COUNTY will begin the application process with the RFA applicant in the first 30 days of application submission by completing the Home Environment Assessment, Background Check Assessment and providing a Resource Family Training calendar.
4. The COUNTY will refer applicants that have passed the Home Environment Assessment and Background Check Assessment to the CONTRACTOR for a Psychosocial Assessment and provide the CONTRACTOR with the following: application, health screen, budget information and release of information.
5. The COUNTY will identify RFA Applicants that are Monolingual Non-English and refer those applicants to CONTRACTORS that have bilingual staff.
6. The COUNTY will work concurrently with the CONTRACTOR for the next 30 days to assist the RFA applicant in successfully completing the Psychosocial Assessment.
7. The COUNTY will provide COUNTY standardized forms to the CONTRACTOR to be used in completing the Psychosocial Assessment.
8. The COUNTY will provide consultation to the CONTRACTOR as needed in the completing of a Psychosocial Assessment.
9. The COUNTY will coordinate with the CONTRACTOR to have weekly meetings to review the Questionnaire #1 and background check summation.
10. The COUNTY will on a case-by-case basis work with the CONTRACTOR on RFA applicant needs and evaluate and grant, if appropriate, CONTRACTOR requests for more time to complete the Psychosocial Assessment.
11. The COUNTY will retain the RFA approval certificate and all documents filed in court.
12. The COUNTY will determine the financial eligibility of the child, benefit amount, and duration for approved RFA application.
13. The COUNTY staff shall monitor the CONTRACTOR'S performance to assure compliance with the terms, conditions and specifications of the contract.
14. The COUNTY shall coordinate with the CONTRACTORS to participate in monthly meetings, 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 Psychosocial Assessments of families that increase the likelihood of safe, stable and optimal placements of foster children.

The performance outcomes below are preliminary and may be modified by the Department of Social Services.

PERFORMANCE OUTCOMES	EXPECTED LEVEL OF PERFORMANCE
Performance Measure 1: Timely Response Rate: The number of Psychosocial Assessments scheduled for interviews within 3 days of referral received by Contractor.	100% Psychosocial Assessments scheduled for interviews within 3 days of referral received by Contractor.
Performance Measure 2: Timely Submission Rate: The number of Psychosocial Assessments and forms submitted within 30 days.	80% Psychosocial Assessments and forms submitted within 30 days.
Performance Measure 3: Contractor shall comply with all federal, state, local and S.A.F.E. requirements in completing the Psychosocial Assessment.	100% of Psychosocial Assessments completed by CONTRACTOR will be in compliance with federal, state, local and S.A.F.E. requirements.

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 CONTRACTOR(S), related to provision of Psychosocial Assessment 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 (559) 255-8320. (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 DATE