

AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of March, 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **CULTURAL BROKERS, INC.**, a private non-profit corporation, whose address is 2115 East Kern Street, Suite 5, Fresno, CA 93721 hereinafter referred to as "SUBRECIPIENT".

WITNESSETH:

WHEREAS, COUNTY, through its Department of Social Services (DSS), is in need of family advocacy and liaison services in Fresno County for families referred to and involved with DSS' Child Welfare Services System; and

WHEREAS, SUBRECIPIENT is willing and able to provide family advocacy and liaison 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. SUBRECIPIENT shall perform all services and fulfill all responsibilities as identified in COUNTY'S Request for Proposal (RFP) No. 19-024, dated October 16, 2018, and Addendum No. One (1) to COUNTY'S RFP No. 19-024 dated November 9, 2018 and Addendum No. Two (2) to COUNTY'S RFP No. 19-024 dated November 21, 2018 collectively hereinafter referred to as COUNTY'S Revised RFP No. 19-024 and SUBRECIPIENT'S response to said Revised RFP, all incorporated herein by reference and made part of this Agreement.

B. SUBRECIPIENT shall perform all services as 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. 19-024, and 3) to the SUBRECIPIENT'S response to Revised RFP. A copy of COUNTY'S Revised RFP No. 19-024, and SUBRECIPIENT'S response shall be retained and made available during the term of this Agreement by COUNTY'S Department of Social Services.

1 D. SUBRECIPIENT shall provide services and activities to children and their families,
2 pursuant to the staffing pattern and program expenses detailed in Exhibit B "Budget", attached hereto
3 and by this reference incorporated herein.

4 E. If requested by COUNTY, SUBRECIPIENT shall participate in training, staff
5 development and other activities that support the intent and goals of these Family Advocacy and Liaison
6 services.

7 **2. TERM**

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

13 **3. TERMINATION**

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

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

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

24 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any
25 breach of this Agreement or any default, which may then exist on the part of the SUBRECIPIENT. Neither
26 shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or
27 default. The COUNTY shall have the right to demand of the SUBRECIPIENT the repayment to the
28 COUNTY of any funds disbursed to the SUBRECIPIENT under this Agreement, which in the judgment of

the COUNTY were not expended in accordance with the terms of this Agreement. The SUBRECIPIENT shall promptly refund any such funds upon demand.

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

4. COMPENSATION

For actual services provided as identified in the terms and conditions of this Agreement, including Exhibit A, COUNTY agrees to pay SUBRECIPIENT and SUBRECIPIENT agree to receive compensation in accordance with Exhibit B. Mandated travel shall be reimbursed based on actual expenditures and mileage reimbursement shall be at SUBRECIPIENT'S adopted rate per mile, not to exceed the IRS published rate.

In no event shall actual services performed under this Agreement be in excess of Eighty-five Thousand Five Hundred Seventy Two and No/100 Dollars (\$85,572) for the initial period April 1, 2019 through June 30, 2019. In no event shall actual services performed under this Agreement be in excess of Three Hundred Forty-Two Thousand Two Hundred Eighty Six and No/100 Dollars (\$342,286) for each twelve (12) month period of this Agreement (July 1, 2019 through June 30, 2023). The cumulative total of this Agreement shall not be in excess of One Million Four Hundred Fifty-Four Thousand Seven Hundred Sixteen and No/100 Dollars (\$1,454,716).

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

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

5. INVOICING

SUBRECIPIENT shall invoice COUNTY'S DSS in arrears by the tenth (10th) of each month for services rendered in the previous month to: DSSInvoices@co.fresno.ca.us. Payments by COUNTY'S DSS shall be in arrears, for actual services provided during the preceding month, within forty-five (45) days

1 after receipt, verification and approval of SUBRECIPIENT'S invoices by COUNTY'S DSS. A monthly
2 activity report shall accompany the invoice, reflecting services supported by the invoiced expenditures and
3 be in a form and in such detail as acceptable to the COUNTY'S DSS.

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

16 **6. MODIFICATION**

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

19 A. Notwithstanding the above, changes to line items in the budget, attached hereto as
20 Exhibit B, in an amount not to exceed ten percent (10%) of the total maximum compensation as
21 identified in Section Four (4) of this Agreement, may be made with the written approval of COUNTY'S
22 DSS Director or designee and SUBRECIPIENT. Budget line item changes shall not result in any change
23 to the maximum compensation amount payable to SUBRECIPIENT, as stated herein.

24 **7. INDEPENDENT CONTRACTOR**

25 In performance of the work, duties and obligations assumed by SUBRECIPIENT under this
26 Agreement, it is mutually understood and agreed that SUBRECIPIENT, including any and all of the
27 SUBRECIPIENT'S officers, agents, and employees, will at all times be acting and performing as an
28 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,

1 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, the COUNTY shall not have
2 any right to control or supervise or direct the manner or method by which SUBRECIPIENT shall perform
3 their work and function. However, COUNTY shall retain the right to administer this Agreement so as to
4 verify that SUBRECIPIENT is performing its obligations in accordance with the terms and conditions
5 thereof.

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

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

16 **8. HOLD HARMLESS**

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

25 **9. INSURANCE**

26 Without limiting the COUNTY'S right to obtain indemnification from SUBRECIPIENT or
27 any third parties, SUBRECIPIENT, at its sole expense, shall maintain in full force and effect, the following
28 insurance policies or a program of self-insurance, including but not limited to, an insurance pooling

1 arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

2 A. Commercial General Liability

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

9 B. Automobile Liability

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

14 C. Professional Liability

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

19 D. Worker's Compensation

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

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

Within thirty (30) days from the date SUBRECIPIENT sign and execute this Agreement,
SUBRECIPIENT shall provide certificates of insurance and endorsements as stated above for all of the

1 foregoing policies, as required herein, to the County of Fresno, P.O. Box 1912, Fresno, CA 93718-1219,
2 Attention: Contract Analyst, stating that such insurance coverage has been obtained and is in full force; that
3 the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the
4 policies; that for such worker's compensation insurance that SUBRECIPIENT has waived its right to
5 recover from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy
6 and that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance
7 names the County of Fresno, its officers, agents and employees, individually and collectively, as additionally
8 insured, but only insofar as the operations under this Agreement are concerned; that such coverage for
9 additionally insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
10 by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance
11 provided under SUBRECIPIENT policies herein; and that this insurance shall not be cancelled or changed
12 without a minimum of thirty (30) days advance written notice given to COUNTY.

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

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

19 **10. SUBCONTRACTS**

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

27 **11. CONFLICT OF INTEREST**

28 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 SUBRECIPIENT under this Agreement to fulfill any contractual obligations with the COUNTY. The SUBRECIPIENT shall comply with all Federal, State of California and local conflict of interest laws, statutes and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee or agent of the COUNTY.

12. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

Members of the SUBRECIPIENT Board of Directors shall disclose any self-dealing transactions that they are a party to while the SUBRECIPIENT are providing goods or performing services under this Agreement. A self-dealing transaction shall mean a transaction to which the SUBRECIPIENT 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.

13. NON-DISCRIMINATION

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

14. RECRUITMENT OF EMPLOYEES AND SERVICES TO CLIENTS

SUBRECIPIENT shall ensure that its employment recruitment efforts, 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. SUBRECIPIENT shall use its best efforts to serve all

1 cultural and ethnic groups residing in Fresno County. SUBRECIPIENT'S employment efforts will be
2 monitored by COUNTY at periodic intervals.

3 **15. LIMITED ENGLISH PROFICIENCY**

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

15 **16. CONFIDENTIALITY**

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

19 **17. DATA SECURITY**

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

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

and if a secure connection is used.

B. SUBRECIPIENT-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 – SUBRECIPIENT 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 her designee.

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

E. SUBRECIPIENT 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. SUBRECIPIENT 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 SUBRECIPIENT'S subcontractor, if any.

18. DRUG-FREE WORKPLACE REQUIREMENTS

For purposes of this paragraph, SUBRECIPIENT will be referred to as the "grantee". By drawing funds against this grant award, the grantee is providing the certification that is required by

1 regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. These
2 regulations require certification by grantees that they will maintain a drug-free workplace. False
3 certification or violation of the certification shall be grounds for suspension of payments, suspension or
4 termination of grants, or government wide suspension or debarment. SUBRECIPIENT shall also comply
5 with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code section 8350
6 *et seq.*)

7 **19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY**
8 **AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS**

9 A. COUNTY and SUBRECIPIENT recognize that SUBRECIPIENT is a sub-recipient of
10 Federal funds under the terms of this Agreement. By signing this Agreement, SUBRECIPIENT agrees to
11 comply with applicable Federal suspension and debarment regulations, including but not limited to: 7
12 CFR 3016.35, 29 CFR 97.35, 45 CFR 92.35, and Executive Order 12549. By signing this Agreement,
13 SUBRECIPIENT attests to the best of its knowledge and belief, that it and its principals:

- 14 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or
15 voluntarily excluded by any Federal department or agency; and
16 2. Shall not knowingly enter into any covered transaction with an entity or person who is
17 proposed for debarment under Federal regulations, debarred, suspended, declared ineligible, or
18 voluntarily excluded from participation in such transaction.

19 B. SUBRECIPIENT shall provide immediate written notice to COUNTY if at any time
20 during the term of this Agreement. SUBRECIPIENT learns that the representations it makes above were
21 erroneous when made or have become erroneous by reason of changed circumstances.

22 C. SUBRECIPIENT shall include a clause titled "Certification Regarding Debarment,
23 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" and similar in
24 nature to this paragraph in all lower tier covered transactions and in all solicitations for lower tier covered
25 transactions.

26 SUBRECIPIENT shall, prior to soliciting or purchasing goods and services in excess of \$25,000 funded
27 by this Agreement, review and retain the proposed vendor's suspension and debarment status at
28 www.sam.gov.

1 **20. STATE ENERGY CONSERVATION**

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

5 **21. FRATERNIZATION**

6 SUBRECIPIENT shall establish procedures addressing fraternization between
7 SUBRECIPIENT'S staff and clients. Such procedures will include provisions for informing
8 SUBRECIPIENT'S staff and clients regarding fraternization guidelines.

9 **22. INTERPRETATION OF LAWS AND REGULATIONS**

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

12 **23. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

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

16 **24. RECORDS**

17 A. Record Establishment and Maintenance

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

23 B. Cost Documentation

24 1) SUBRECIPIENT shall submit to COUNTY within fifteen (15) calendar days
25 following the end of each month, all fiscal and program reports for that month. SUBRECIPIENT shall also
26 furnish to COUNTY such statements, records, data and information as COUNTY may request pertaining to
27 matters covered by this Agreement. In the event that SUBRECIPIENT fails to provide reports as provided

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herein, it shall be deemed sufficient cause for COUNTY to withhold payments until compliance is established.

2) All costs shall be supported by properly executed payrolls, time records, invoices, vouchers, orders, or any 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.

3) COUNTY shall notify SUBRECIPIENT 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 and State or Federal participation in this program may be imperiled in the event that corrections are not accomplished by SUBRECIPIENT within thirty (30) days of receipt of such notice from COUNTY, written notification thereof shall constitute COUNTY'S intent to terminate this Agreement.

C. Service Documentation

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

D. Use of Data

SUBRECIPIENT shall grant to 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, 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. However, with respect to subject data not originated in the performance of this Agreement, such license shall be only to the extent that SUBRECIPIENT have the right to grant such licenses without becoming liable to pay any compensation to others because of such grants. SUBRECIPIENT shall exert all reasonable effort to advise 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.

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

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

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

17 **25. SINGLE AUDIT CLAUSE**

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

1 noncompliance or weakness found as a result of such audits. Audit work performed by COUNTY under this
2 paragraph shall be billed at COUNTY cost as determined by COUNTY'S Auditor-Controller/Treasurer-Tax
3 Collector.

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

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

21 **27. CHILD ABUSE REPORTING**

22 SUBRECIPIENT shall utilize a procedure acceptable to COUNTY to ensure that all of
23 SUBRECIPIENT'S employees, volunteers, consultants, subcontractor or agents performing services under
24 this Agreement shall report all known or suspected child abuse or neglect to one or more of the agencies set
25 forth in Penal Code Section 11165.9. This procedure shall include having all of CONTRACTOR'S
26 employees, volunteers, consultants, subcontractor or agents performing services under this Agreement sign a
27 statement that he or she knows of and will comply with the reporting requirements set forth in Penal Code
28 Section 11166.

1 The statement to be utilized by SUBRECIPIENT is set forth in Exhibit D, attached hereto and by this
2 reference incorporated herein.

3 **28. CHARITABLE CHOICE**

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

16 **29. PERSONNEL DISCLOSURE**

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

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

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

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

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

26 **30. PROHIBITION ON PUBLICITY**

27 None of the funds, materials, property or services provided directly or indirectly under this
28 Agreement shall be used for SUBRECIPIENT'S advertising, fundraising, or publicity (i.e., purchasing of

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

6 **31. PROPERTY OF COUNTY**

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

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

23 **32. AUDITS AND INSPECTIONS**

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

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

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

14 **33. NOTICES**

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

17 COUNTY

SUBRECIPIENT

18 Director
19 Department of Social Services
20 P.O. Box 1912
Fresno, CA 93718

Executive Director
Cultural Brokers, Inc.
2115 Kern Street, Suite 5
Fresno, CA 93710

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

1 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
2 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
3 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
4 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
5 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
6 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
7 beginning with section 810).

8 **34. CHANGE OF LEADERSHIP/MANAGEMENT**

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

15 **35. GOVERNING LAW**

16 The parties agree that for the purposes of venue, performance under this Agreement shall only
17 be in Fresno County, California.

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

20 **36. ENTIRE AGREEMENT**

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

25 ///

26 ///

27 ///

28 ///

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

3 **SUBRECIPIENT:**
4 **CULTURAL BROKER SERVICES, INC.**

COUNTY OF FRESNO

5 By Fred B. Hurt

6 By Nathan Magsig
7 Nathan Magsig, Chairman of the Board of
8 Supervisors of the County of Fresno

9 Print Name: Fred B. Hurt

10 Title: President of the Board
11 Chairman of the Board, or
12 President, or any Vice President

13 **ATTEST:**
14 Bernice E. Seidel
15 Clerk of the Board of Supervisors
16 County of Fresno, State of California

17 By Mark Peterson

18 Print Name: MARK PETERSON

19 Title: SECRETARY
20 Secretary (of Corporation), or
21 any Assistant Secretary, or
22 Chief Financial Officer, or
23 any Assistant Treasurer

24 By Luci Cuyler

25 Date: 2/25/19

26 Mailing Address:
27 2115 Kern Street, Suite 5
28 Fresno, CA 93721
Attn: Margaret Jackson, Executive Director

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

SUMMARY OF SERVICES

ORGANIZATION: Cultural Brokers Services, Inc.

PROJECT TITLE: Family Advocacy and Liaison Services

ADDRESS: 2115 Kern Street, Suite 330, Fresno, CA 93721

TELEPHONE: (559) 486-1477

EXECUTIVE DIRECTOR: Margaret Jackson, Executive Director

CONTRACT PERIOD: April 1, 2019 – June 30, 2021,
with potential of two (2) one (1) year extensions

PROJECT DESCRIPTION

Services are designed to raise awareness of disproportionality and disparities that exist in the child welfare system. Family Advocates increase the quality of the relationship between Fresno County Department of Social Services child welfare staff and the families they serve. The Family Advocate provides brokering, advocacy and support to families who are involved, or at risk of involvement, with the child welfare system. The Family Advocate receives referrals from Department staff and coordinates with the DSS Social Worker to jointly respond to reports of potential child abuse. The Family Advocate will provide additional support to the family through short term case management services and, where appropriate, assist families with identifying relatives for placement of their kin. The Family Advocate will provide support and technical assistance to families seeking legal guardianship of related youth within Fresno and the surrounding community as set forth in subrecipients's Response to County's RFP No. 19-024, including Addendum No. One and Addendum Two.

CBI advocate/liaisons may offer a variety of services including referral, linkage, information and technical assistance depending on the needs of the families being served. CBI is expected to serve a total of 560 families annually:

- 465 Joint Response (Face-to-Face Contact – 14 days average service time)
- 35 On-Going Case Management (not to exceed 90 days)
- 60 Kinship/Guardianship (completed)

GOALS AND OUTCOMES

Identified outcomes are considered preliminary and may be modified as required by mutual written consent of the Department of Social Services (DSS) Director, or designee, and the Subrecipient during the contract term. Subrecipient will report outcomes in a method determined by DSS.

Outcome to be Reported		Outcome Indicator
Engagement	1) A Family Advocate will coordinate with a Social Worker and perform a joint response. 2) Families referred to CBI for on-going services will accept services. 3) Families receiving CBI services will be satisfied with the services provided by the CBI services.	1) 70% of joint response referrals will be contacted by a CBI case manager. 2) 70% receiving a joint response will have an increased knowledge and utilization of community resources. 3) 70% of families will agree to accept on-going CBI services and complete a family service advocate plan within 14 days of referral. 4) 60% of families who have received 60-90 days of ongoing services will report improved communication and trust with DSS staff.
Intermediate	1) Parents will gain a better understanding of the Child Welfare system. 2) Families will have an increased knowledge and be linked to community resources to strengthen the family's circle of support. 3) Parents receiving CBI services will reunify with their children.	1) 70% of families receiving a joint response will not enter the Child Welfare system within 6-months of receiving a joint response. 2) 70% of families receiving on-going CBI services will understand risk factors and behavioral changes needed to reunify. 3) 70% of participants will demonstrate an increase in knowledge of parenting as measured by a pre/post survey.
Long-Term	1) Families receiving Joint Response services will not re-enter the Child Welfare system. 2) Families receiving CBI services will have increased knowledge and utilization of community resources. 3) CBI advocates/liaisons will provide technical assistance to families seeking guardianship of related youth.	1) 75% of families receiving Joint Response services will not re-enter the Child Welfare system at 6-months from completing CBI services. 2) 75% of the families will have increased knowledge and utilization of community resources and will have identified circles of support as demonstrated by the FDM Matrix Tool. 3) 60 families referred for Guardianship/Kinship technical assistance will complete the process.

SUBRECIPIENT RESPONSIBILITIES:

1. Subrecipient will document services, as appropriate, using a computer based program, in addition to other tracking methods. Subrecipient will attend program and contract meetings coordinated by DSS.
2. Subrecipient will complete and submit monthly activity reports in a manner determined by DSS.
3. Subrecipient will obtain DSS written approval before making any capital improvements or purchases of equipment or fixtures costing more than \$5,000.
4. Subrecipient will obtain DSS written approval prior to any change in service location.
5. Subrecipient agrees existing services funded from other sources are considered in-kind for this agreement.
6. Subrecipient will provide annual Civil Rights training to their staff in the first quarter of every calendar year and will provide relevant proof to DSS by April 1, for each year of the contract.

COUNTY RESPONSIBILITIES:

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

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
April 1, 2019 - June 30, 2019		
NAME OF ORGANIZATION:		Cultural Brokers, Inc.
NAME OF PROJECT:		Family Advocacy and Liaison Services
BUDGET SUMMARY - FY 18/19 (4/1/19 - 6/30/19)		
Budget Categories	Account Number	TOTAL BUDGET
<u>SALARIES & BENEFITS</u>		
Personnel Salaries	0100	\$51,603
Payroll Taxes	0150	\$5,874
Benefits	0200	\$651
Subtotal.....		\$58,128
<u>SERVICES & SUPPLIES</u>		Budgeted Amount
Insurance	0250	\$ 882
Communications	0300	\$ 780
Office Expense	0350	\$ 1,087
Equipment	0400	\$ 1,913
Facilities	0450	\$ 4,193
Travel Costs	0500	\$ 2,486
Program Supplies	0550	\$ 570
Consultancy/Subcontracts	0600	\$ -
Fiscal & Audits	0650	\$ 1,200
Training	0660	\$ -
Indirect Costs	0700	\$ -
Subtotal.....		\$ 13,111
TOTAL (Salaries/Benefits & Services/Supplies)		\$71,239

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
April 1, 2019 to June 30, 2019		
NAME OF ORGANIZATION: Cultural Brokers, Inc.		
NAME OF PROJECT: Family Advocacy and Liaison Services		
Account Number	Expense Category Descriptions	Account Total
0100	Personnel Salaries	\$65,936
	Executive Director Salary	\$14,333
	Program Manager	\$6,000
	Case Managers	\$39,987
	Administrative Support Clerk	\$5,616
0150	Payroll Taxes	\$5,874
	FICA	\$5,044
	SUI	\$830
0200	Benefits	\$651
0250	Insurance	\$882
	Workers Compensation	\$473
	General Liability & Automobile	\$353
	Property Insurance	\$56
0300	Communications	\$780
	Telephone	\$270
	Cell Phone - Staff	\$473
	Web Hosting/Maintenance/Updates	\$38
0350	Office Expense	\$1,087
0400	Equipment	\$1,913
	Computers	\$1,800
	Water	\$113
0450	Facilities	\$4,193
	Rent & Utilities	\$4,193
0500	Travel Costs	\$2,486
	Staff Mileage	\$1,226
	Staff Parking	\$1,260
0550	Program Supplies	\$570
0600	Consultancy/Subcontracts	\$0
0650	Fiscal & Audits	\$1,200
	Bookkeeper	\$750
	Payroll	\$450
0660	Training	\$0
0700	Indirect Costs	\$0
Budget Total		\$85,572

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
July 1, 2019 - June 30, 2020		
NAME OF ORGANIZATION: Cultural Brokers, Inc.		
NAME OF PROJECT: Family Advocacy and Liaison Services		
BUDGET SUMMARY - FY 19/20 (7/1/19 - 6/30/20)		
Budget Categories	Account Number	TOTAL BUDGET
<u>SALARIES & BENEFITS</u>		
Personnel Salaries	0100	\$263,742
Payroll Taxes	0150	\$23,496
Benefits	0200	\$7,801
Subtotal.....		\$295,039
<u>SERVICES & SUPPLIES</u>		Budgeted Amount
Insurance	0250	\$ 3,529
Communications	0300	\$ 3,120
Office Expense	0350	\$ 4,348
Equipment	0400	\$ 2,250
Facilities	0450	\$ 16,770
Travel Costs	0500	\$ 9,945
Program Supplies	0550	\$ 2,485
Consultancy/Subcontracts	0600	\$ -
Fiscal & Audits	0650	\$ 4,800
Training	0660	\$ -
Indirect Costs	0700	\$ -
Subtotal.....		\$ 47,247
TOTAL (Salaries/Benefits & Services/Supplies)		\$342,286

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
July 1, 2019 to June 30, 2020		
NAME OF ORGANIZATION: Cultural Brokers, Inc.		
NAME OF PROJECT: Family Advocacy and Liaison Services		
Account Number	Expense Category Descriptions	Account Total
0100	Personnel Salaries	\$263,742
	Executive Director Salary	\$57,330
	Program Manager	\$24,000
	Case Managers	\$159,948
	Administrative Support Clerk	\$22,464
0150	Payroll Taxes	\$23,496
	FICA	\$20,176
	SUI	\$3,320
0200	Benefits	\$7,801
0250	Insurance	\$3,529
	Workers Compensation	\$1,892
	General Liability & Automobile	\$1,414
	Property	\$223
0300	Communications	\$3,120
	Telephone	\$1,080
	Cell Phone - Staff	\$1,890
	Web Hosting/Maintenance/Updates	\$150
0350	Office Expense	\$4,348
0400	Equipment	\$2,250
	Computers	\$1,800
	Water	\$450
0450	Facilities	\$16,770
	Rent & Utilities	\$16,770
0500	Travel Costs	\$9,945
	Staff Mileage	\$4,905
	Staff Parking	\$5,040
0550	Program Supplies	\$2,485
0600	Consultancy/Subcontracts	\$0
0650	Fiscal & Audits	\$4,800
	Bookkeeper	\$3,000
	Payroll	\$1,800
0660	Training	\$0
0700	Indirect Costs	\$0
Budget Total		\$342,286

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
July 1, 2020 - June 30, 2021		
NAME OF ORGANIZATION: Cultural Brokers, Inc.		
NAME OF PROJECT: Family Advocacy and Liaison Services		
BUDGET SUMMARY - FY 20/21 (7/1/20 - 6/30/21)		
Budget Categories	Account Number	TOTAL BUDGET
<u>SALARIES & BENEFITS</u>		
Personnel Salaries	0100	\$265,373
Payroll Taxes	0150	\$23,621
Benefits	0200	\$7,801
Subtotal.....		\$296,795
<u>SERVICES & SUPPLIES</u>		Budgeted Amount
Insurance	0250	\$ 3,541
Communications	0300	\$ 3,120
Office Expense	0350	\$ 4,348
Equipment	0400	\$ 450
Facilities	0450	\$ 16,770
Travel Costs	0500	\$ 9,945
Program Supplies	0550	\$ 2,517
Consultancy/Subcontracts	0600	\$ -
Fiscal & Audits	0650	\$ 4,800
Training	0660	\$ -
Indirect Costs	0700	\$ -
Subtotal.....		\$ 45,491
TOTAL (Salaries/Benefits & Services/Supplies)		\$342,286

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
July 1, 2020 to June 30, 2021		
NAME OF ORGANIZATION: Cultural Brokers, Inc.		
NAME OF PROJECT: Family Advocacy and Liaison Services		
Account Number	Expense Category Descriptions	Account Total
0100	Personnel Salaries	\$265,373
	Executive Director Salary	\$57,330
	Program Manager	\$24,190
	Case Managers	\$161,212
	Administrative Support Clerk	\$22,641
0150	Payroll Taxes	\$23,621
	FICA	\$20,301
	SUI	\$3,320
0200	Benefits	\$7,801
0250	Insurance	\$3,541
	Workers Compensation	\$1,904
	General Liability & Automobile	\$1,414
	Property	\$223
0300	Communications	\$3,120
	Telephone	\$1,080
	Cell Phone - Staff	\$1,890
	Web Hosting/Maintenance/Updates	\$150
0350	Office Expense	\$4,348
0400	Equipment	\$450
	Water	\$450
0450	Facilities	\$16,770
	Rent & Utilities	\$16,770
0500	Travel Costs	\$9,945
	Staff Mileage	\$4,905
	Staff Parking	\$5,040
0550	Program Supplies	\$2,517
0600	Consultancy/Subcontracts	\$0
0650	Fiscal & Audits	\$4,800
	Bookkeeper	\$3,000
	Payroll	\$1,800
0660	Training	\$0
0700	Indirect Costs	\$0
Budget Total		\$342,286

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
July 1, 2021 - June 30, 2022		
NAME OF ORGANIZATION: Cultural Brokers, Inc.		
NAME OF PROJECT: Family Advocacy and Liaison Services		
BUDGET SUMMARY - FY 21/22 (7/1/21 - 6/30/22)		
Budget Categories	Account Number	TOTAL BUDGET
<u>SALARIES & BENEFITS</u>		
Personnel Salaries	0100	\$265,373
Payroll Taxes	0150	\$23,621
Benefits	0200	\$7,801
Subtotal.....		\$296,795
<u>SERVICES & SUPPLIES</u>		Budgeted Amount
Insurance	0250	\$ 3,541
Communications	0300	\$ 3,120
Office Expense	0350	\$ 4,348
Equipment	0400	\$ 450
Facilities	0450	\$ 16,770
Travel Costs	0500	\$ 9,945
Program Supplies	0550	\$ 2,517
Consultancy/Subcontracts	0600	\$ -
Fiscal & Audits	0650	\$ 4,800
Training	0660	\$ -
Indirect Costs	0700	\$ -
Subtotal.....		\$ 45,491
TOTAL (Salaries/Benefits & Services/Supplies)		\$342,286

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
July 1, 2021 to June 30, 2022		
NAME OF ORGANIZATION: Cultural Brokers, Inc.		
NAME OF PROJECT: Family Advocacy and Liaison Services		
Account Number	Expense Category Descriptions	Account Total
0100	Personnel Salaries	\$265,373
	Executive Director Salary	\$57,330
	Program Manager	\$24,190
	Case Managers	\$161,212
	Administrative Support Clerk	\$22,641
0150	Payroll Taxes	\$23,621
	FICA	\$20,301
	SUI	\$3,320
0200	Benefits	\$7,801
0250	Insurance	\$3,541
	Workers Compensation	\$1,904
	General Liability & Automobile	\$1,414
	Property	\$223
0300	Communications	\$3,120
	Telephone	\$1,080
	Cell Phone - Staff	\$1,890
	Web Hosting/Maintenance/Updates	\$150
0350	Office Expense	\$4,348
0400	Equipment	\$450
	Water	\$450
0450	Facilities	\$16,770
	Rent & Utilities	\$16,770
0500	Travel Costs	\$9,945
	Staff Mileage	\$4,905
	Staff Parking	\$5,040
0550	Program Supplies	\$2,517
0600	Consultancy/Subcontracts	\$0
0650	Fiscal & Audits	\$4,800
	Bookkeeper	\$3,000
	Payroll	\$1,800
0660	Training	\$0
0700	Indirect Costs	\$0
Budget Total		\$342,286

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
July 1, 2022 - June 30, 2023		
NAME OF ORGANIZATION:		Cultural Brokers, Inc.
NAME OF PROJECT:		Family Advocacy and Liaison Services
BUDGET SUMMARY - FY 22/23 (7/1/22 - 6/30/23)		
Budget Categories	Account Number	TOTAL BUDGET
<u>SALARIES & BENEFITS</u>		
Personnel Salaries	0100	\$265,373
Payroll Taxes	0150	\$23,621
Benefits	0200	\$7,801
Subtotal.....		\$296,795
<u>SERVICES & SUPPLIES</u>		Budgeted Amount
Insurance	0250	\$ 3,541
Communications	0300	\$ 3,120
Office Expense	0350	\$ 4,348
Equipment	0400	\$ 450
Facilities	0450	\$ 16,770
Travel Costs	0500	\$ 9,945
Program Supplies	0550	\$ 2,517
Consultancy/Subcontracts	0600	\$ -
Fiscal & Audits	0650	\$ 4,800
Training	0660	\$ -
Indirect Costs	0700	\$ -
Subtotal.....		\$ 45,491
TOTAL (Salaries/Benefits & Services/Supplies)		\$342,286

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
July 1, 2022 to June 30, 2023		
NAME OF ORGANIZATION: Cultural Brokers, Inc.		
NAME OF PROJECT: Family Advocacy and Liaison Services		
Account Number	Expense Category Descriptions	Account Total
0100	Personnel Salaries	\$265,373
	Executive Director Salary	\$57,330
	Program Manager	\$24,190
	Case Managers	\$161,212
	Administrative Support Clerk	\$22,641
0150	Payroll Taxes	\$23,621
	FICA	\$20,301
	SUI	\$3,320
0200	Benefits	\$7,801
0250	Insurance	\$3,541
	Workers Compensation	\$1,904
	General Liability & Automobile	\$1,414
	Property	\$223
0300	Communications	\$3,120
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	Web Hosting/Maintenance/Updates	\$150
0350	Office Expense	\$4,348
0400	Equipment	\$450
	Water	\$450
0450	Facilities	\$16,770
	Rent & Utilities	\$16,770
0500	Travel Costs	\$9,945
	Staff Mileage	\$4,905
	Staff Parking	\$5,040
0550	Program Supplies	\$2,517
0600	Consultancy/Subcontracts	\$0
0650	Fiscal & Audits	\$4,800
0660	Training	\$0
0700	Indirect Costs	\$0
Budget Total		\$342,286

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a subrecipient's board of directors (hereinafter referred to as "County Subrecipient"), 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 Cultural Brokers 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

DATE