

SERVICE AGREEMENT

This Service Agreement (“Agreement”) is dated April 7, 2026 and is between Fresno Council on Child Abuse Prevention, a California nonprofit corporation, whose address is 4946 E. Yale Ave. #102, Fresno, CA, 93727 (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

Pursuant to Welfare and Institution Code Chapter 12.5 Section 18980 et. seq., California’s State Legislator has enacted the Child Abuse Prevention Coordinating Council Act with the intent to fund child abuse prevention councils in each county (Welfare and Institution Code 18981.1 and 18982). The County has designated Contractor as the local child abuse prevention council for Fresno County pursuant to Welfare and Institution Code 18965.

A. The County desires to engage the Contractor to operate a child abuse prevention council to coordinate the community’s efforts to prevent and respond to child abuse pursuant to Welfare and Institution Code 18982.2.

B. Welfare and Institutions Code 18983 provides that each county shall fund child abuse prevention coordinating councils from the County’s Children’s Trust Fund.

C. Contractor is qualified and willing to provide the type of services as intended by the Child Abuse Coordinating Council Act.

The parties therefore agree as follows:

Article 1

Contractor’s Services

1.1 **Scope of Services.** The Contractor shall perform all of the services provided in Exhibit A to this Agreement, titled “Scope of Services.”

1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.

1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations

1 under this Agreement, including but not limited to workers compensation, labor, and
2 confidentiality laws and regulations.

3 **Article 2**

4 **County's Responsibilities**

5 2.1 The County shall meet all obligations provided in Exhibit A to this Agreement, titled
6 "Scope of Services."

7 **Article 3**

8 **Compensation, Payments, and Match**

9 3.1 **Monthly Payment.** With the term beginning July 1, 2026, County shall pay to
10 Contractor the available accrued funds in the County Children's Trust Fund for Birth Certificate
11 and Kids Plate. The payments shall consist only of the available money deposited in the
12 Children's Trust Fund for Birth Certificate and the Kids Plate. County shall use reasonable
13 efforts to make monthly payments within forty-five (45) days following the end of each month. In
14 no event shall County pay any amount to Contractor in excess of such available money in the
15 Children's Trust Fund for Birth Certificate and Kids Plate funding. County makes no guarantee
16 of funds or amount of funds available in the Children's Trust Fund for Birth Certificates and Kids
17 Plate.

18 3.2 The services provided by the Contractor under this Agreement are funded in whole
19 or in part by the State of California and/or the United States Federal government. In the event
20 that funding for these services is delayed by the State Controller or the Federal government, the
21 County may defer payment to the Contractor. The amount of the deferred payment shall not
22 exceed the amount of funding delayed to the County. The period of time of the deferral by the
23 County shall not exceed the period of time of the State Controller's or Federal government's
24 delay of payment to County plus forty-five (45) days.

25 3.3 The Contractor acknowledges that the County is a local government entity, and does
26 so with notice that the County's powers are limited by the California Constitution and by State
27 law, and with notice that the Contractor may receive compensation under this Agreement only
28 for services performed according to the terms of this Agreement and while this Agreement is in

1 effect, and subject to the available money deposited in the Children’s Trust Fund for Birth
2 Certificates and Kid’s Plate payable under this section. The Contractor further
3 acknowledges that County employees have no authority to pay the Contractor except as
4 expressly provided in this Agreement.

5 3.4 **Match.** Pursuant to Welfare and Institution Code (WIC) § 18983.8 CONTRACTOR
6 shall make a cash and/or in-kind match from non-California Department of Social Services
7 sources in an amount equal to, or more than, thirty-three and one-third (33.33) percent of the
8 amount of funds provided for the program identified herein. CONTRACTOR shall make the
9 thirty-three and one-third (33.33) percent cash match during the term of this Agreement.

10 3.5 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and
11 expenses that are not specified as payable by the County under this Agreement.

12 **Article 4**

13 **Term of Agreement**

14 4.1 **Term.** This Agreement is effective on July 1, 2026 and terminates on June 30, 2029
15 except as provided in section 4.2, “Extension,” or Article 6, “Termination and Suspension,”
16 below.

17 4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-
18 year periods only upon written approval of both parties at least 30 days before the first day of
19 the next one-year extension period. The County’s DSS Director or his or her designee is
20 authorized to sign the written approval on behalf of the County based on the Contractor’s
21 satisfactory performance. The extension of this Agreement by the County is not a waiver or
22 compromise of any default or breach of this Agreement by the Contractor existing at the time of
23 the extension whether or not known to the County.

24 **Article 5**

25 **Notices**

26 5.1 **Contact Information.** The persons and their addresses having authority to give and
27 receive notices provided for or permitted under this Agreement include the following:

28 ///

1 **For the County:**
2 Director of Department of Social Services
3 County of Fresno
4 P.O. Box 1912
5 Fresno, CA 93718-1912

6 **For the Contractor:**
7 Executive Director
8 Fresno Child Abuse Prevention Council
9 4946 E. Yale Ave. #102
10 Fresno, CA 93727

11 5.2 **Change of Contact Information.** Either party may change the information in section
12 5.1 by giving notice as provided in section 5.3.

13 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided
14 for or permitted under this Agreement must be in writing, state that it is a notice provided under
15 this Agreement, and be delivered either by personal service, by first-class United States mail, by
16 an overnight commercial courier service, by telephonic facsimile transmission, or by a Portable
17 Document Format (PDF) document attached to an email.

18 (A) A notice delivered by personal service is effective upon service to the recipient.

19 (B) A notice delivered by first-class United States mail is effective three County
20 business days after deposit in the United States mail, postage prepaid, addressed to the
21 recipient.

22 (C) A notice delivered by an overnight commercial courier service is effective one
23 County business day after deposit with the overnight commercial courier service,
24 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
25 the recipient.

26 (D) A notice delivered by telephonic facsimile transmission or by PDF document
27 attached to an email is effective when transmission to the recipient is completed (but, if
28 such transmission is completed outside of County business hours, then such delivery is
 deemed to be effective at the next beginning of a County business day), provided that
 the sender maintains a machine record of the completed transmission.

 5.4 **Claims Presentation.** For all claims arising from or related to this Agreement,
 nothing in this Agreement establishes, waives, or modifies any claims presentation

1 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
2 of Title 1 of the Government Code, beginning with section 810).

3 **Article 6**

4 **Termination and Suspension**

5 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are
6 contingent on the approval of funds by the appropriating government agency. If sufficient funds
7 are not allocated, then the County, upon at least 30 days' advance written notice to the
8 Contractor, may:

9 (A) Modify the services provided by the Contractor under this Agreement; or

10 (B) Terminate this Agreement.

11 **6.2 Termination for Breach.**

12 (A) Upon determining that a breach (as defined in paragraph (C) below) has
13 occurred, the County may give written notice of the breach to the Contractor. The written
14 notice may suspend performance under this Agreement, and must provide at least 30
15 days for the Contractor to cure the breach.

16 (B) If the Contractor fails to cure the breach to the County's satisfaction within the
17 time stated in the written notice, the County may terminate this Agreement immediately.

18 (C) For purposes of this section, a breach occurs when, in the determination of the
19 County, the Contractor has:

20 (1) Obtained or used funds illegally or improperly;

21 (2) Failed to comply with any part of this Agreement;

22 (3) Submitted a substantially incorrect or incomplete report to the County; or

23 (4) Improperly performed any of its obligations under this Agreement.

24 **6.3 Termination without Cause.** In circumstances other than those set forth above, the
25 County or Contractor may terminate this Agreement by giving at least 30 days advance written
26 notice to the Contractor.

27 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County
28 under this Article 6 is without penalty to or further obligation of the County.

1 the performance or failure to perform by the Contractor (or any of its officers, agents,
2 subcontractors, or employees) under this Agreement. The County may conduct or participate in
3 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or
4 defend the County.

5 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

6 **Article 9**

7 **Insurance**

8 9.1 The Contractor shall comply with all the insurance requirements in Exhibit C to this
9 Agreement.

10 **Article 10**

11 **Inspections, Audits, Record Maintenance, and Public Records**

12 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and
13 the County may examine at any time during business hours and as often as the County deems
14 necessary, all of the Contractor's records and data with respect to the matters covered by this
15 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
16 request by the County, permit the County to audit and inspect all of such records and data to
17 ensure the Contractor's compliance with the terms of this Agreement.

18 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
19 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
20 California State Auditor, as provided in Government Code section 8546.7, for a period of three
21 years after final payment under this Agreement. This section survives the termination of this
22 Agreement.

23 10.3 **Single Audit Clause.** If Contractor expends One Million Dollars (\$1,000,000) or
24 more in Federal and Federal flow-through monies annually, Contractor agrees to conduct an
25 annual audit in accordance with the requirements of the Single Audit Standards as set forth in
26 Office of Management and Budget (OMB) Title 2 of the Code of Federal Regulations Part 200.
27 Contractor shall submit said audit and management letter to County. The audit must include a
28 statement of findings or a statement that there were no findings. If there were negative findings,

1 Contractor must include a corrective action signed by an authorized individual. Contractor
2 agrees to take action to correct any material non-compliance or weakness found as a result of
3 such audit. Such audit shall be delivered to County's DSS, Administration, for review within nine
4 (9) months of the end of any fiscal year in which funds were expended and/or received for the
5 program. Failure to perform the requisite audit functions as required by this Agreement may
6 result in County performing the necessary audit tasks, or at County's option, contracting with a
7 public accountant to perform said audit, or, may result in the inability of County to enter into
8 future agreements with Contractor. All audit costs related to this Agreement are the sole
9 responsibility of Contractor.

10 **10.4 Program Audit Requirements.** A single audit report is not applicable if all
11 Contractor's Federal contracts do not exceed the One Million Dollars (\$1,000,000) requirement
12 or Contractor's funding is through Drug related Medi-Cal. If a single audit is not applicable, a
13 program audit must be performed and a program audit report with management letter shall be
14 submitted by Contractor to County as a minimum requirement to attest to Contractor's solvency.
15 Said audit report shall be delivered to County's DSS, Administration, for review no later than
16 nine (9) months after the close of the fiscal year in which the funds supplied through this
17 Agreement are expended. Failure to comply with this Act may result in County performing the
18 necessary audit tasks or contracting with a qualified accountant to perform said audit. All audit
19 costs related to this Agreement are the sole responsibility of Contractor who agrees to take
20 corrective action to eliminate any material noncompliance or weakness found as a result of such
21 audit. Audit work performed by County under this paragraph shall be billed to the Contractor at
22 County cost, as determined by County's Auditor-Controller/Treasurer-Tax Collector.

23 **10.5 Record Establishment and Maintenance.** Contractor shall establish and maintain
24 records in accordance with those requirements prescribed by County, with respect to all matters
25 covered by this Agreement. Contractor shall retain all fiscal books, account records and client
26 files for services performed under this Agreement for at least five (5) years from date of final
27 payment under this Agreement or until all State and Federal audits are completed for that fiscal
28 year, whichever is later.

1 (A) Cost Documentation. Contractor agrees to maintain records to verify costs under
2 this Agreement including a General Ledger, properly executed payrolls, time records,
3 invoices, vouchers, orders, proof of payment, and any other accounting documents
4 pertaining in whole or in part to this Agreement and they shall be clearly identified and
5 readily accessible. The support documentation must indicate the line budget account
6 number to which the cost is charged.

7 (B) Service Documentation. Contractor agrees to maintain records to verify services
8 under this Agreement including names and addresses of clients served, if applicable,
9 and the dates of service and a description of services provided on each occasion. These
10 records and any other documents pertaining in whole or in part to this Agreement shall
11 be clearly identified and readily accessible.

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

18 **10.6 Public Records.** The County is not limited in any manner with respect to its public
19 disclosure of this Agreement or any record or data that the Contractor may provide to the
20 County. The County's public disclosure of this Agreement or any record or data that the
21 Contractor may provide to the County may include but is not limited to the following:

22 (A) The County may voluntarily, or upon request by any member of the public or
23 governmental agency, disclose this Agreement to the public or such governmental
24 agency.

25 (B) The County may voluntarily, or upon request by any member of the public or
26 governmental agency, disclose to the public or such governmental agency any record or
27 data that the Contractor may provide to the County, unless such disclosure is prohibited
28 by court order.

1 (C) This Agreement, and any record or data that the Contractor may provide to the
2 County, is subject to public disclosure under the Ralph M. Brown Act (California
3 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

4 (D) This Agreement, and any record or data that the Contractor may provide to the
5 County, is subject to public disclosure as a public record under the California Public
6 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning
7 with section 6250) ("CPRA").

8 (E) This Agreement, and any record or data that the Contractor may provide to the
9 County, is subject to public disclosure as information concerning the conduct of the
10 people's business of the State of California under California Constitution, Article 1,
11 section 3, subdivision (b).

12 (F) Any marking of confidentiality or restricted access upon or otherwise made with
13 respect to any record or data that the Contractor may provide to the County shall be
14 disregarded and have no effect on the County's right or duty to disclose to the public or
15 governmental agency any such record or data.

16 (G) Notwithstanding sections A-F above, any information protected by law shall not
17 be subject to public disclosure.

18 **10.7 Public Records Act Requests.** If the County receives a written or oral request
19 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
20 and which the County has a right, under any provision of this Agreement or applicable law, to
21 possess or control, then the County may demand, in writing, that the Contractor deliver to the
22 County, for purposes of public disclosure, the requested records that may be in the possession
23 or control of the Contractor. Within five business days after the County's demand, the
24 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
25 possession or control, together with a written statement that the Contractor, after conducting a
26 diligent search, has produced all requested records that are in the Contractor's possession or
27 control, or (b) provide to the County a written statement that the Contractor, after conducting a
28 diligent search, does not possess or control any of the requested records. The Contractor shall

1 cooperate with the County with respect to any County demand for such records. If the
2 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
3 CPRA or other applicable law, it must deliver the record or data to the County and assert the
4 exemption by citation to specific legal authority within the written statement that it provides to
5 the County under this section. The Contractor's assertion of any exemption from disclosure is
6 not binding on the County, but the County will give at least 10 days' advance written notice to
7 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
8 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
9 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
10 failure to produce any such records, or failure to cooperate with the County with respect to any
11 County demand for any such records.

12 **Article 11**

13 **Disclosure of Self-Dealing Transactions and Conflict of Interest**

14 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,
15 or changes its status to operate as a corporation.

16 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
17 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
18 "Self-Dealing Transaction Disclosure Form" (Exhibit B to this Agreement) and submitting it to the
19 County before commencing the transaction or immediately after.

20 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
21 a party and in which one or more of its directors, as an individual, has a material financial
22 interest.

23 11.4 **Conflict of Interest.** No officer, employee or agent of the County who exercises any
24 function or responsibility for planning and carrying out of the services provided under this
25 Agreement shall have any direct or indirect personal financial interest in this Agreement. In
26 addition, no employee of the County shall be employed by the Contractor under this Agreement
27 Federal, State of California and local conflict of interest laws, statutes and regulations, which
28

1 shall be applicable to all parties and beneficiaries under this Agreement and any officer,
2 employee or agent of the County.

3 **Article 12**

4 **Confidentiality and Data Security**

5 12.1 All services performed by Contractor under this Agreement shall be in strict
6 conformance with all applicable Federal, State of California and/or local laws and regulations
7 relating to confidentiality. For the purpose of preventing the potential loss, misappropriation or
8 inadvertent disclosure of County data including sensitive or personal client information; abuse of
9 County resources; and/or disruption to County operations, individuals and/or agencies that enter
10 into a contractual relationship with County for the purpose of providing services under this
11 Agreement must employ adequate data security measures to protect the confidential
12 information provided to Contractor by County,
13 including but not limited to the following:

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

18 (B) Contractor-Owned Computers or Computer Peripherals may not be brought into
19 County for use, including and not limited to mobile storage devices, without prior
20 authorization from County's Chief Information Officer or their designee. Data must be
21 stored on a secure server approved by County and transferred by means of a VPN
22 (Virtual Private Network) connection, or another type of secure connection of this type if
23 any data is approved to be transferred.

24 (C) County-Owned Computer Equipment – Contractor or anyone having an
25 employment relationship with County may not use County computers or computer
26 peripherals on non-County premises without prior authorization from County's Chief
27 Information Officer or their designee.

28 (D) Contractor may not store County's private, confidential or sensitive data on any

1 hard-disk drive.

2 (E) Contractor is responsible to employ strict controls to ensure the integrity and
3 security of County's confidential information and to prevent unauthorized access to data
4 maintained in computer files, program documentation, data processing systems, data
5 files and data processing equipment which stores or processes County data internally
6 and externally.

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

11 (G) Contractor is responsible to immediately notify County of any breaches or
12 potential breaches of security related to County's confidential information, data
13 maintained in computer files, program documentation, data processing systems, data
14 files and data processing equipment which stores or processes County data internally or
15 externally.

16 (H) Contractor shall require its subcontractors to comply with the provisions of this
17 Data Security section.

18 **Article 13**

19 **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-**
20 **Lower Tier Covered Transactions.**

21 13.1 County and Contractor recognize that Contractor is a recipient of State or Federal
22 assistance funds under the terms of this Agreement. By signing this Agreement, Contractor
23 agrees to comply with applicable Federal suspension and debarment regulations, including but
24 not limited to: 7 CFR 3016.35, 29 CRF 97.35, 45 CFR 92.35, and Executive Order 12549. By
25 signing this Agreement, Contractor attests to the best of its knowledge and belief, that it and its
26 principals:

27 ///

28 ///

1 (A) Are not presently debarred, suspended, proposed for debarment, declared
2 ineligible, or voluntarily excluded from participation in this transaction by any Federal
3 department or agency; and

4 (B) Shall not knowingly enter into any lower tier covered transaction with an entity or
5 person who is debarred, suspended, proposed for debarment, declared ineligible, or
6 voluntarily excluded from participation in this transaction by any Federal department or
7 agency.

8 (C) Contractor shall provide immediate written notice to County if at any time during
9 the term of this Agreement Contractor learns that the representations it makes above
10 were erroneous when made or have become erroneous by reason of changed
11 circumstances.

12 13.2 Contractor shall include a clause titled "Certification Regarding Debarment,
13 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" and
14 similar in nature to this Article Thirteen (13) in all lower tier covered transactions and in all
15 solicitations for lower tier covered transactions.

16 13.3 Contractor shall, prior to soliciting or purchasing goods and services in excess of
17 \$25,000 funded by this Agreement, review and retain the proposed vendor's suspension and
18 debarment status at <https://sam.gov/SAM/>.

19 13.4 The certification in Article Thirteen (13) of this Agreement is a material representation
20 of fact upon which County relied in entering into this Agreement.

21 Article 14

22 General Terms

23 14.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
24 Agreement may not be modified, and no waiver is effective, except by written consent by both
25 parties. The Contractor acknowledges that County employees have no authority to modify this
26 Agreement except as expressly provided in this Agreement.

27 (A) Contractor agrees that reductions to the maximum compensation set forth under
28 Article Three (3) of this Agreement may be necessitated by a reduction in funding from

1 State or Federal sources. Any such reduction to the maximum compensation may be
2 made with the written approval of County's DSS Director or their designee and
3 Contractor. Contractor further understands that this Agreement is subject to any
4 restriction, limitations, or enactments of all legislative bodies which affect the provisions,
5 term, or funding of this Agreement in any manner. If the parties do not provide written
6 approval for modification due to reduced funding, this Agreement may be terminated in
7 accordance with Section 6.1 above.

8 **14.2 Contractor's Name Change.** An amendment, assignment, or new agreement is
9 required to change the name of Contractor as listed on this Agreement. Upon receipt of legal
10 documentation of the name change, County will process the agreement. Payment of invoices
11 presented with a new name cannot be paid prior to approval of said agreement.

12 **14.3 Public Information.** Contractor shall disclose County as a funding source in all
13 public information and program materials developed in support of contracted services.

14 **14.4 Non-Assignment.** Neither party may assign its rights or delegate its obligations
15 under this Agreement without the prior written consent of the other party. Any transferee,
16 assignee or subcontractor will be subject to all applicable provisions of this Agreement, and all
17 applicable State and Federal regulations. Contractor shall be held primarily responsible by
18 County for the performance of any transferee, assignee or subcontractor unless otherwise
19 expressly agreed to in writing by County. The use of subcontractor by Contractor shall not
20 entitle Contractor to any additional compensation than provided for under this Agreement.

21 **14.5 Governing Law.** The laws of the State of California govern all matters arising from
22 or related to this Agreement.

23 **14.6 Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
24 County, California. Contractor consents to California jurisdiction for actions arising from or
25 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
26 brought and maintained in Fresno County.

27 **14.7 Construction.** The final form of this Agreement is the result of the parties' combined
28 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be

1 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
2 against either party.

3 14.8 **Days.** Unless otherwise specified, “days” means calendar days.

4 14.9 **Headings.** The headings and section titles in this Agreement are for convenience
5 only and are not part of this Agreement.

6 14.10 **Severability.** If anything in this Agreement is found by a court of competent
7 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
8 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
9 this Agreement with lawful and enforceable terms intended to accomplish the parties’ original
10 intent.

11 14.11 **Non-discrimination.** During the performance of this Agreement, the Contractor shall
12 not unlawfully discriminate against any employee or applicant for employment, or recipient of
13 services, because of race, religious creed, color, national origin, ancestry, physical disability,
14 mental disability, medical condition, genetic information, marital status, sex, gender, gender
15 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
16 all applicable State of California and federal statutes and regulation.

17 (A) Domestic Partners and Gender Identity. For State fund-funded contracts of
18 \$100,000 or more, Contractor certifies that it complies with Public Contract Code Section
19 10295.3.

20 (B) Americans with Disabilities Act. Contractor shall comply with the Americans with
21 Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as
22 well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C.
23 12101 et seq.).

24 (C) Contractor shall include the non-discrimination and compliance provisions of this
25 section in all subcontracts to perform work under this Agreement.

26 14.12 **Limited English Proficiency.** Contractor shall provide interpreting and translation
27 services to persons participating in Contractor’s services who have limited or no English
28 language proficiency, including services to persons who are deaf or blind. Interpreter and

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

10 **14.13 Drug-Free Workplace Requirements.** For purposes of this paragraph, Contractor
11 will be referred to as the "grantee". By drawing funds against this grant award, the grantee is
12 providing the certification that it is required by regulations implementing the Drug-Free
13 Workplace Act of 1988, 45 CFR Part 76, Subpart F. These regulations require certification by
14 grantees that they will maintain a drug-free workplace. False certification or violation of the
15 certification shall be grounds for suspension of payments, suspension or termination of grants,
16 or government wide suspension or debarment. Contractor shall also comply with the
17 requirements of the Drug-Free Workplace Act of 1990 (California Government Code section
18 8350 et seq.).

19 **14.14 Grievances.** Contractor shall establish procedures for handling client complaints
20 and/or grievances. Such procedures will include provisions for informing clients of their rights to
21 a State Hearing to resolve such issues when appropriate.

22 **14.15 Lobbying and Political Activity.** None of the funds provided under this Agreement
23 shall be used for publicity, lobbying or propaganda purposes designed to support or defeat
24 legislation pending in the Congress of the United States of America or the Legislature of the
25 State of California. Contractor shall not directly or indirectly use any of the funds under this
26 Agreement for any political activity or to further the election or defeat of any candidate for public
27 office.

28 ///

1 14.16 **Clean Air Act and the Federal Water Pollution Control Act.** If the compensation
2 to be paid by the County under this Agreement exceeds One Hundred Fifty Thousand and
3 No/100 Dollars (\$150,000) of Federal funding, Contractor agrees to comply with all applicable
4 standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q)
5 and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations
6 must be reported to the Federal awarding agency and the Regional Office of the Environmental
7 Protection Agency (EPA).

8 14.17 **Procurement of Recovered Materials.** If compensation to be paid by the County
9 under this Agreement is funded in whole or in part with Federal funding, In the performance of
10 this Agreement, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as
11 amended by the Resource Conservation and Recovery Act. The requirements of Section 6002
12 include procuring only items designated in guidelines of the Environmental Protection Agency
13 (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials
14 practicable, consistent with maintaining a satisfactory level of competition, where the purchase
15 price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding
16 fiscal year exceeded \$10,000; procuring solid waste management services in a manner that
17 maximizes energy and resource recovery; and establishing an affirmative procurement program
18 for procurement of recovered materials identified in the EPA guidelines.

19 14.18 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
20 of the Contractor under this Agreement on any one or more occasions is not a waiver of
21 performance of any continuing or other obligation of the Contractor and does not prohibit
22 enforcement by the County of any obligation on any other occasion.

23 14.19 **Child Support Compliance Act.** If compensation to be paid by the County under
24 this Agreement includes State funding in excess of \$100,000, the Contractor acknowledges in
25 accordance with Public Contract Code 7110, that:

26 (A) Contractor recognizes the importance of child and family support obligations and
27 shall fully comply with all applicable state and federal laws relating to child and family
28 support enforcement, including, but not limited to, disclosure of information and

1 compliance with earnings assignment orders, as provided in Chapter 8 (commencing
2 with section 5200) of Part 5 of Division 9 of the Family Code; and

3 (B) Contractor to the best of its knowledge is fully complying with the earnings
4 assignment orders of all employees and is providing the names of all new employees to
5 the New Hire Registry maintained by the California Employment Development
6 Department.

7 14.20 **Priority Hiring Considerations.** If compensation to be paid by the County under this
8 Agreement includes State funding and services in excess of \$200,000, Contractor shall give
9 priority consideration in filling vacancies in positions funded by the Agreement to qualified
10 recipients of aid under Welfare and Institutions Code Section 11200, in accordance with Public
11 Contract Code Section 10353.

12 14.21 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
13 between the Contractor and the County with respect to the subject matter of this Agreement,
14 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
15 publications, and understandings of any nature unless those things are expressly included in
16 this Agreement. If there is any inconsistency between the terms of this Agreement without its
17 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
18 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
19 exhibits.

20 14.22 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
21 create any rights or obligations for any person or entity except for the parties.

22 14.23 **Authorized Signature.** The Contractor represents and warrants to the County that:

23 (A) The Contractor is duly authorized and empowered to sign and perform its
24 obligations under this Agreement.

25 (B) The individual signing this Agreement on behalf of the Contractor is duly
26 authorized to do so and his or her signature on this Agreement legally binds the
27 Contractor to the terms of this Agreement.

28 ///

1 14.24 **Electronic Signatures.** The parties agree that this Agreement may be executed by
2 electronic signature as provided in this section.

3 (A) An “electronic signature” means any symbol or process intended by an individual
4 signing this Agreement to represent their signature, including but not limited to (1) a
5 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
6 electronically scanned and transmitted (for example by PDF document) version of an
7 original handwritten signature.

8 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
9 equivalent to a valid original handwritten signature of the person signing this Agreement
10 for all purposes, including but not limited to evidentiary proof in any administrative or
11 judicial proceeding, and (2) has the same force and effect as the valid original
12 handwritten signature of that person.

13 (C) The provisions of this section satisfy the requirements of Civil Code section
14 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
15 Part 2, Title 2.5, beginning with section 1633.1).

16 (D) Each party using a digital signature represents that it has undertaken and
17 satisfied the requirements of Government Code section 16.5, subdivision (a),
18 paragraphs (1) through (5), and agrees that each other party may rely upon that
19 representation.

20 (E) This Agreement is not conditioned upon the parties conducting the transactions
21 under it by electronic means and either party may sign this Agreement with an original
22 handwritten signature.

23 14.25 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
24 original, and all of which together constitute this Agreement.

25 [SIGNATURE PAGE FOLLOWS]
26
27
28

1 The parties are signing this Agreement on the date stated in the introductory clause.

2 Fresno Council on Child Abuse Prevention County OF FRESNO
3

4 *Esther Franco*
5 Esther Franco, Executive Director

6 4946 E. Yale Ave. #102
7 Fresno, CA 93727

Garry Bredefeld
Garry Bredefeld, Chairman of the Board of
Supervisors of the County of Fresno

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

By: *Hannan*
Deputy

11
12 For accounting use only:

13 Org No.: 5610
14 Account No.: 7295
15 Fund No.: 0001
16 Subclass No.: 10000
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit A

Scope of Services

ORGANIZATION: Fresno Council on Child Abuse Prevention (FCCAP)

SERVICES: Operate a child abuse prevention council to coordinate countywide child abuse efforts.

ADDRESS: 4946 E. Yale Ave. #102
Fresno, CA 93727

SERVICE ADDRESS: 4946 E. Yale Ave. #102
Fresno, CA 93727

TELEPHONE: 559-268-1118

CONTACT: Esther Franco

EMAIL: fccapdirector@fccap.org

A. SCOPE OF SERVICES

1. Services

The obligations of the CONTRACTOR shall include:

- A. Providing a forum for interagency cooperation and coordination in the prevention, detection, treatment, and legal processing of child abuse cases.
- B. Promoting public awareness of the abuse and neglect of children and the resources available for intervention and treatment.
- C. Encouraging and facilitating training of professionals in the detection, treatment, and prevention of child abuse and neglect.
- D. Recommending improvements in services to families and victims of child abuse.
- E. Encouraging and facilitating community support for child abuse and neglect programs.

B. CONTRACTOR's RESPONSIBILITIES

1. Representation on Fresno Child Abuse Prevention Council

Throughout the term of this Agreement, the membership of the CONTRACTOR shall be consistent with WIC § 18982.1. Emphasis shall be given to having representation from the following public and COUNTY agencies:

A. Public child welfare services, including the following:

- 1. COUNTY Department of Social Services
- 2. COUNTY Probation Department
- 3. Licensing Agencies

Exhibit A

B. The criminal justice system, including the following:

1. Law Enforcement
2. The office of the District Attorney
3. The Courts
4. The Coroner

C. Prevention and treatment services communities, including the following:

1. Medical and mental health services
2. Community-based social services
3. Public and private schools

D. Community representatives, including the following:

1. Community volunteers
2. Civic organizations
3. The religious community

Other agencies, as specified in CONTRACTOR's 501(c)(3) by-laws may also be included as members of the CONTRACTOR.

2. Interagency Coordination

Pursuant to WIC § 18983.6 CONTRACTOR shall develop and maintain a protocol for interagency coordination and provide yearly reports to the County Board of Supervisors. CONTRACTOR shall communicate with the Department of Social Services (DSS) on their intent to report to the County Board of Supervisors. CONTRACTOR will follow the appropriate process to address the County Board of Supervisors. The annual report shall be taken before the County Board of Supervisors within sixty (60) days of completing and publishing the annual report.

3. Charitable Choice

CONTRACTOR may not discriminate in its program delivery against a client or potential client on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. Any specifically religious activity or service made available to individuals by CONTRACTOR must be voluntary as well as separate in time and location from County funded activities and services. CONTRACTOR shall inform COUNTY as to whether it is faith-based. If CONTRACTOR identifies as faith-based it must submit to DSS 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 CONTRACTOR identifies as faith-based, by July 1 of each year CONTRACTOR will be required to report to DSS the number of individuals who requested referrals to alternate providers based on religious objection.

Exhibit A

4. Acknowledgement

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

C. STAFFING LEVELS

1. Personnel Disclosures

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

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

2. Personnel Limitations

CONTRACTOR shall not knowingly employ in any capacity, paid or volunteer, any person who has been convicted or arrested and released on bail on his or her own recognizance pending trial, on any charges involving sex crimes, illegal use or possession of drugs, or crime of violence.

3. Change in Leadership/Management

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

D. COUNTY RESPONSIBILITIES

1. Administration

This agreement shall be administered for the county by the Department of Social Services Director or designee.

2. Contract Monitoring

DSS staff will coordinate and participate in monthly, bi-monthly, or quarterly meetings with CONTRACTOR to review program outcomes and discuss contractual matters. The frequency of such meetings will be determined by DSS. DSS will include CONTRACTOR's staff in matters that are relevant to the services as described in the terms and conditions of this Agreement. DSS staff will meet with CONTRACTOR as often as needed to exchange

Exhibit A

pertinent information, provide guidance, resolve problems, and work collaboratively to coordinate services.

E. Reports and Outcomes

DSS will consider CONTRACTOR performance levels when determining funding recommendations for future Agreements. For the contract period, CONTRACTOR will document all activities and services and will submit Monthly Activity Reports (MARs) by the tenth (10th) of each month, activity reports for the previous month. The monthly activity reports shall be in a form and in such detail as acceptable to COUNTY's Director of Social Services or designee. In the event that CONTRACTOR fails to provide such reports or other information required hereunder, it shall be deemed sufficient cause for COUNTY to withhold monthly payments until there is compliance.

F. Property of County

Any documents provided by COUNTY to CONTRACTOR during the performance of this Agreement shall be returned to COUNTY in a satisfactory condition, at the request of COUNTY, by CONTRACTOR upon the expiration or termination of this Agreement. All reports/documents prepared by CONTRACTOR, pursuant to this Agreement, shall become the property of COUNTY.

G. Interpretation of Laws and Regulations

COUNTY reserves the right to make final interpretations of clarification on issues relating to Federal and State laws and regulation applicable to this Agreement, to ensure compliance.

H. Tax Equity and Fiscal Responsibility Act

To the extent necessary to prevent disallowance of reimbursement under section 1861 (v) (1) (1) (I) of the Social Security Act, (42 U.S.C § 1395x, subd. (v)(1)[I]), until the expiration of four (4) years after the furnishing of services under this Agreement, CONTRACTOR 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 CONTRACTOR under this Agreement. CONTRACTOR further agree that in the event CONTRACTOR carries out any of their duties under this Agreement through a subcontract, with a value or cost of Ten Thousand and No/100 Dollars (\$10,000) 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 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 and regulations.

Exhibit A

I. Governing Law

The parties agree, that for the 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.

Exhibit B

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a Contractor's board of directors ("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 used 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.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit B

(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:	

Exhibit C

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the DSSContractinsurance@fresnocountyca.gov, Attention: Contract Analyst.
 - (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and

Exhibit C

volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.

- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.

(B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

(C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.

(D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

(E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely

Exhibit C

responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.

- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractor.