

AGREEMENT

This Agreement is made and entered into this 27th day of April 2021, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **FRESNO CHILD ABUSE PREVENTION COUNCIL**, a California nonprofit corporation, whose address is 4946 E. Yale Ave #102, Fresno, Ca 93727 hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, California’s State Legislator has enacted the Child Abuse Prevention Coordinating Council Act (Welfare and Institution Code Chapter 12.5 Section 18980 et. seq) with the intent to fund child abuse prevention councils in each county (Welfare and Institutions Code 18981.1 and 18982); and

WHEREAS, the COUNTY has designated CONTRACTOR as the local child abuse prevention council for Fresno County pursuant to Welfare and Institutions Code 18965; and

WHEREAS, the COUNTY, through its Department of Social Services (DSS), 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 Institutions Code 18982.2; and

WHEREAS, CONTRACTOR, is qualified and willing to provide the type of services as intended by the Child Abuse Coordinating Council Act; and

WHEREAS, Welfare and Institutions Code 18983 provides that each county shall fund child abuse prevention coordinating councils from the county’s children’s trust fund.

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

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.

1 C. Encouraging and facilitating training of professionals in the detection, treatment,
2 and prevention of child abuse and neglect.

3 D. Recommending improvements in services to families and victims of child abuse.

4 E. Encouraging and facilitating community support for child abuse and neglect
5 programs.

6 **2. REPRESENTATION ON FRESNO CHILD ABUSE PREVENTION COUNCIL**

7 Throughout the term of this Agreement, the membership of the CONTRACTOR shall be
8 consistent with Welfare and Institutions Code section 18982.1. Emphasis shall be given to having
9 representation from the following public and COUNTY agencies:

10 A. Public child welfare services, including the following:

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

14 B. The criminal justice system, including the following:

- 15 1. Law Enforcement
- 16 2. The office of the District Attorney
- 17 3. The Courts
- 18 4. The Coroner

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

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

23 D. Community representatives, including the following:

- 24 1. Community volunteers
- 25 2. Civic organizations
- 26 3. The religious community

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

1 **3. INTERAGENCY COORDINATION**

2 CONTRACTOR shall develop and maintain a protocol for interagency coordination and
3 provide yearly reports to the COUNTY Board of Supervisors.

4 **4. ADMINISTRATION**

5 This agreement shall be administered for the COUNTY by the Department of Social
6 Services Director, or designee.

7 **5. TERM**

8 The term of this Agreement shall be for a period of three (3) years, commencing on July 1, 2021
9 through and including June 30, 2024 This agreement may be extended for two (2) additional
10 consecutive twelve (12) month periods upon the approval of both parties no later than thirty (30) days
11 prior to the first day of the next twelve month extension period. The Director of the Department of
12 Social Services or designee is authorized to execute such written approval on behalf of COUNTY
13 based on CONTRACTOR's satisfactory performance.

14 **6. TERMINATION**

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

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

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

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

1 CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR under
2 this Agreement, which in the judgement of the COUNTY were not expended in accordance with the
3 terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand, or
4 at COUNTY'S option, such repayment shall be deducted from future payments owing to
5 CONTRACTO under this Agreement.

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

9 **7. COMPENSATION**

10 A. Monthly Payment – With the term beginning July 1, 2021, COUNTY shall pay
11 to CONTRACTOR the available accrued funds in the COUNTY Children's Trust Fund for Birth
12 Certificate and Kids Plate. The payments shall consist only of the available money deposited in the
13 Children's Trust Fund for Birth Certificates and the Kids Plate. COUNTY shall use reasonable efforts
14 to make monthly payments within forty-five (45) days following the end of each month. In no event
15 shall COUNTY pay any amount to CONTRACTOR in excess of such available money in the
16 Children's Trust Fund Birth Certificate and Kids Plate funding. COUNTY makes no guarantee of
17 funds or amount of funds available in the Children's Trust Fund Birth Certificates and Kids Plate.

18 B. Monthly Activity Report – CONTRACTOR shall submit to COUNTY by the
19 tenth (10th) of each month, activity reports for the previous month. The monthly activity reports shall
20 be in a form and in such detail as acceptable to COUNTY's Director of Social Services or designee.
21 In the event that CONTRACTOR fails to provide such reports or other information required
22 hereunder, it shall be deemed sufficient cause for COUNTY to withhold monthly payments until there
23 is compliance.

24 C. Termination or Expiration – In the event that this Agreement expires or is
25 terminated without cause during a monthly payment, COUNTY shall pay only those funds accrued up
26 to the date of termination or expiration. In the even that COUNTY terminates for breach, COUNTY
27 reserves all rights to withhold any and all payments in response to such breach by CONTRACTOR.

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1 all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and
2 save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees,
3 including compliance with Social Security, withholding, and all other regulations governing such
4 matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be
5 providing services to others unrelated to COUNTY or to this Agreement.

6 **11. NON-ASSIGNMENT**

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

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

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

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

20 **13. HOLD-HARMLESS**

21 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request,
22 defend COUNTY, its officers, agents and employees from any and all costs and expenses, including
23 attorney fees and court costs, damages, liabilities, claims, and losses occurring or resulting to
24 COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers,
25 agents, or employees under this Agreement, and from any and all costs and expenses, including
26 attorney fees and court costs, damages, liabilities, claims, and losses occurring or resulting to any
27 person, firm, or corporation who may be injured or damaged by the performance, or failure to
28 perform, of CONTRACTOR, its officers, agents, or employees under this Agreement. In addition,

1 CONTRACTOR agrees to indemnify COUNTY for Federal, State of California and / or local audit
2 exceptions resulting from noncompliance herein on the part of the CONTRACTOR.

3 **14. INSURANCE**

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

8 A. Commercial General Liability

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

14 B. Automobile Liability

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

18 C. Professional Liability

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

23 D. Worker's Compensation

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

26 CONTRACTOR shall obtain endorsements to the Commercial General Liability
27 insurance naming the County of Fresno, its officers, agents, and employees, individually and
28 collectively, as additional insured, but only insofar as the operations under this Agreement are

1 concerned. Such coverage for additional insured shall apply as primary insurance and any other
2 insurance, or self-insurance, maintained by COUNTY, its officers, agents, and employees shall be
3 excess only and not contributing with insurance provided under CONTRACTOR's policies herein.
4 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance
5 written notice given to COUNTY.

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

11 Within thirty (30) days from the date CONTRACTOR signs this Agreement,
12 CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all of the
13 foregoing policies, as required herein, to the County of Fresno, 205 W. Pontiac Way, Clovis, Ca
14 96312, Attention: Contract Analyst and to DSSContractInsurance@fresnocountyca.gov, stating that
15 such insurance coverages have been obtained and are in full force; that the County of Fresno, its
16 officers, agents and employees will not be responsible for any premiums on the policies; that such
17 Commercial General Liability insurance names the County of Fresno, its officers, agents and
18 employees, individually and collectively, as additional insured, but only insofar as the operations
19 under this Agreement are concerned; that such coverage for additional insured shall apply as primary
20 insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and
21 employees, shall be excess only and not contributing with insurance provided under
22 CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a
23 minimum of thirty (30) days advance written notice given to COUNTY.

24 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as
25 herein provided, COUNTY may, in addition to other remedies it may have, suspend, or terminate this
26 Agreement upon the occurrence of such event.
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1 All policies shall be with admitted insurers licensed to do business in the State of
2 California. Insurance purchased shall be from companies possessing a current A.M. Best, Inc. rating
3 of A FSC VII or better.

4 **15. SUBCONTRACTS**

5 CONTRACTOR shall obtain prior written approval from COUNTY or COUNTY'S
6 Department of Social Services Director, or designee, before subcontracting any of the services to be
7 delivered under this Agreement. Any transferee, assignee, or subcontractor will be subject to all
8 applicable provisions of this Agreement, and all applicable State and Federal regulations.

9 CONTRACTOR shall be held primarily responsible by COUNTY for the performance of any
10 transferee, assignee, or subcontractor unless otherwise expressly agreed to in writing by COUNTY or
11 COUNTY'S Department of Social Services Director, or designee. The use of subcontractors by
12 CONTRACTOR shall not entitle CONTRACTOR to any additional compensation than it provided for
13 under this Agreement.

14 **16. SUPLANTATION**

15 A. CONTRACTOR shall not supplant any Federal, State or County funds it may be
16 receiving with any funds made available under this Agreement. CONTRACTOR shall not claim
17 reimbursement from COUNTY for, or apply sums received from COUNTY with respect to that
18 portion of its obligations which have been paid by another source of revenue.

19 B. CONTRACTOR agrees that it will not use funds received pursuant to this
20 Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining
21 State funds under any State program or COUNTY funds under any COUNTY program without prior
22 written approval of the COUNTY.

23 **17. CONFIDENTIALITY**

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

27 **18. NON-DISCRIMINATION**

28 During the performance of this Agreement CONTRACTOR shall not unlawfully

1 discriminate against any employee or applicant for employment, or recipient of services, because of
2 race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical
3 condition, genetic information, marital status, sex, gender, gender identity, gender expression, age,
4 sexual orientation, military status or veteran status ethnic group identification, gender, gender identity,
5 gender expression, sexual orientation, color, physical disability, mental disability, medical condition,
6 national origin, race, ancestry, marital status, religion, or religious creed, pursuant to all applicable
7 State of California and Federal statutes and regulations.

8 **19. CONFLICT OF INTEREST**

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

16 **20. CHARITABLE CHOICE**

17 CONTRACTOR may not discriminate in its program delivery against a client or
18 potential client on the basis of religion or religious belief, a refusal to hold a religious belief, or a
19 refusal to actively participate in a religious practice. Any specifically religious activity or service
20 made available to individuals by CONTRACTOR must be voluntary as well as separate in time and
21 location from County funded activities and services. CONTRACTOR shall inform COUNTY as to
22 whether it is faith-based. If CONTRACTOR identifies as faith-based it must submit to DSS a copy of
23 its policy on referring individuals to an alternate treatment provider and include a copy of this policy
24 in its client admission forms. The policy must inform individuals that they may be referred to an
25 alternative provider if they object to the religious nature of the program and include a notice to DSS.
26 Adherence to this policy will be monitored during annual site reviews, and a review of client files. If
27 CONTRACTOR identifies as faith-based, by July 1 of each year CONTRACTOR will be required to
28 report to DSS the number of individuals who requested referrals to alternate providers based on

1 religious objection.

2 **21. ACKNOWLEDGEMENT**

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

5 **22. POLITICAL ACTIVITY**

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

9 **23. LOBBYING ACTIVITY**

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

13 **24. CHILD ABUSE REPORTING**

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

23 **25. PERSONNEL DISCLOSURE**

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

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

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

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

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

5 **26. PERSONNEL LIMITATIONS**

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

9 **27. STATE ENERGY CONSERVATION**

10 CONTRACTOR must comply with the mandatory standard and policies relating to
11 energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with
12 42 United States (US) Code sections 6321, et. Seq.

13 **28. GRIEVANCES**

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

17 **29. PROPERTY OF COUNTY**

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

22 **30. FRATERNIZATION**

23 CONTRACTOR shall establish procedures addressing fraternization between
24 CONTRACTOR's staff and clients. Such procedures will include provisions for informing
25 CONTRACTOR's staff and clients regarding fraternization guidelines.

26 **31. INTERPRETATION OF LAWS AND REGULATION**

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

1 **32. COMPLIANCE WITH APPLICABLE LAWS AND REGULATION**

2 The parties, their officers, consultants, subcontractors, agents, and employees shall
3 comply with all applicable State, Federal and local laws and regulations governing project that utilize
4 Federal Funds.

5 **33. RECORDS**

6 A. Record Establishment and Maintenance

7 CONTRACTOR shall establish and maintain records in accordance with those
8 requirements prescribed by COUNTY and communicated in writing to CONTRACTOR with respect to
9 all matters covered by this Agreement. CONTRACTOR shall retain all fiscal books, account records
10 and client files for services performed under this Agreement for four (4) years from date of final
11 payment under this Agreement or until all State and Federal audits are completed for that fiscal year,
12 whichever is later.

13 B. Case Documentation

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

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

24 C. Service Documentation

25 CONTRACTOR agrees to maintain records to verify services under this
26 Agreement including names and addresses of clients served, the date of service and a description of
27 services provided on each occasion. These records and any other documents pertaining in whole or in
28 part to this Agreement shall be clearly identified and readily accessible. In the event that

1 CONTRACTOR fails to provide reports as provided herein, it shall be deemed sufficient cause for
2 COUNTY to withhold payments until compliance is established.

3 D. Use of Data

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

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

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

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

1 **34. CLEAN AIR AND WATER**

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

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

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

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

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

17 **35. DRUG-FREE WORKPLACE REQUIREMENTS**

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

26 **36. SINGLE AUDIT CLAUSE**

27 A. If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars
28 (\$750,000.00) or more in Federal and Federal flow-through monies, CONTRACTOR agrees to conduct

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

13 B. A single audit report is not applicable if all CONTRACTOR's Federal contracts
14 do not exceed the Seven Hundred Fifty Thousand Dollars (\$750,000.00) requirement. If a single audit
15 is not applicable, a program audit must be performed and a program audit report with management
16 letter shall be submitted by CONTRACTOR to COUNTY as a minimum requirement to attest to
17 CONTRACTOR's solvency. Said audit report shall be delivered to COUNTY's DSS, Accounting
18 Office for review no later than nine (9) months after the close of the fiscal year in which the funds
19 supplied through this Agreement are expended. Failure to comply with this Act may result in COUNTY
20 performing the necessary audit tasks or contracting with a qualified accountant to perform said audit.
21 All audit costs related to this Agreement are the sole responsibility of CONTRACTOR who agrees to
22 take corrective action to eliminate any material noncompliance or weakness found as a result of such
23 audit. Audit work performed by COUNTY under this paragraph shall be billed to the CONTRACTOR
24 at COUNTY cost, as determined by COUNTY's Auditor-Controller/Treasurer-Tax Collector.

25 C. CONTRACTOR shall make available all records and accounts for inspection by
26 COUNTY, the State of California, if applicable, the Comptroller General of the United States, the
27 Federal Grantor Agency, or any of their duly authorized representatives, at all reasonable times for a
28 period of at least three (3) years following final payment under this Agreement or the closure of all

1 other pending matters, whichever is later.

2 **37. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

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

19 **38. AUDITS AND INSPECTIONS**

20 CONTRACTOR shall at any time during business hours, and as often as COUNTY may
21 deem necessary, make available to COUNTY for examination all of its records and data with respect
22 to the matters covered by this Agreement. CONTRACTOR shall, upon request by COUNTY, permit
23 COUNTY to audit and inspect all such records and data necessary to ensure CONTRACTOR's
24 compliance with the terms of this Agreement.

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

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

12 **39. CERTIFICATION REGARDING DEBARMENT, SUSPENSION,**
13 **INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED**
14 **TRANSACTIONS**

15 A. COUNTY and CONTRACTOR recognize that State funds will be used under
16 the terms of this Agreement. For purposes of this paragraph, CONTRACTOR will be referred to as
17 the "prospective recipient".

18 B. This certification is required by the regulation implementing Executive Order
19 12549, Debarment and Suspension, 29 CFR Part 98, section 98.510, Participant's responsibilities.

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

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

28 3) Where the prospective recipient of Federal assistance funds is unable to

1 certify to any of the statements in this certification, such prospective participant shall attach an
2 explanation to this Agreement.

3 4) The prospective recipient shall provide immediate written notice to
4 COUNTY if at any time prospective recipient learns that its certification in Paragraph 39 of this
5 Agreement was erroneous when submitted or has become erroneous by reason of changed
6 circumstances.

7 5) The prospective recipient further agrees that by entering into this
8 Agreement, it will include a clause identical to Paragraph 39 of this Agreement and titled
9 “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier
10 Covered Transactions”, in all lower tier covered transactions and in all solicitations for lower tier
11 covered transaction.

12 6) The certification in Paragraph 39 of this Agreement is a material
13 representation of fact upon which COUNTY relied in entering into this Agreement.

14 **40. NOTICES**

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

17 COUNTY

18 Director, County of Fresno
19 Department of Social Services
20 PO BOX 1912
Fresno, CA 93718-1912

CONTRACTOR

Executive Director
Fresno Child Abuse Prevention Council
4946 E. Yale Ave #102
Fresno, Ca 93727

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

1 to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the
2 recipient is completed (but, if such transmission is completed outside of COUNTY business hours,
3 then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day),
4 provided that the sender maintains a machine record of the completed transmission. For all claims
5 arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any
6 claims presentation requirements or procedures provided by law, including but not limited to the
7 Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section
8 810).

9 **41. CHANGE OF LEADERSHIP / MANAGEMENT**

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

17 **42. GOVERNING LAW**

18 The parties agree, that for the purposes of venue, performance under this Agreement is
19 to be in Fresno County, California.

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

22 **43. SEVERABILITY**

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

28 ///

1 **44. ENTIRE AGREEMENT**

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

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

3
4 **CONTRACTOR:**
5 **FRESNO CHILD ABUSE**
6 **PREVENTION COUNCIL**

COUNTY OF FRESNO

7
8 By SANDRA CRAMOLINI
9 Print Name: Sandra Cramolini

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

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

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

13 By Esther Franco
14 Print Name: ESTHER FRANCO
~~SANDRA CRAMOLINI~~
15 Title: Exec. Director FCCAP
16 Secretary (of Corporation), or
17 any Assistant Secretary, or
18 Chief Financial Officer, or
19 any Assistant Treasurer

By 
Deputy

20
21
22 Mailing Address:
23 4946 E. Yale Ave #102
24 Fresno, Ca 93727
25 Phone No.: (559) 268-118
26 Contact: Executive Director

27 **FOR ACCOUNTING USE ONLY:**

28 Fund/Subclass: 0001/10000
Organization: 5610-7001
Account/Program: 7295/0

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

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

NOTICE OF CHILD ABUSE REPORTING LAW

The undersigned hereby acknowledges that Penal Code section 11166 and the contractual obligations between County of Fresno (COUNTY) and **Fresno Council on Child Abuse Prevention**. (PROVIDER) related to provision of emergency shelter care services for COUNTY’s dependent children, requires that the undersigned report all known or suspected child abuse or neglect to one or more of the agencies set forth in Penal Code (P.C.) section (§) 11165.9.

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

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

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

Substantial penalties may be imposed for failure to comply with these child abuse reporting requirements.

Further information and a copy of the law may be obtained from the department head or designee.

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

SIGNATURE

DATE