

A G R E E M E N T

THIS AGREEMENT is made and entered into on this 22nd day of September, 2020, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **CENTRO LA FAMILIA ADVOCACY SERVICES, INC.**, a California private non-profit corporation, whose address is 302 Fresno Street, Fresno, CA 93706, hereinafter referred to as "SUBRECIPIENT."

WITNESSETH:

WHEREAS, County, through the Department of Social Services (DSS) receives allocation funding from the California Department of Social Services (CDSS) to administer Bringing Families Home (BFH) Program established by Assembly Bill 1603 (Chapter 25, Statutes of 2016) and updated by Senate Bill (SB) 80 (Chapter 27, Statutes 2019) to reduce the number of families in the child welfare system experiencing or at risk of homelessness, to increase family reunification, and to prevent foster care placement.

WHEREAS, the COUNTY has a significant population of families experiencing homelessness and families at imminent risk of becoming homeless who are in need of rapid rehousing assistance; and

WHEREAS, the SUBRECIPIENT is willing and able to provide said rapid rehousing assistance and related supportive services to homeless families pursuant to the terms and conditions of this Agreement.

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

1. OBLIGATIONS

A. SUBRECIPIENT shall perform all services as set forth in Exhibit A, Summary of Services, attached hereto and incorporated herein by this reference.

B. SUBRECIPIENT shall provide services pursuant to the staffing patterns and program expenses detailed in Exhibit B, Budget Summary, attached hereto and incorporated herein by this reference.

C. SUBRECIPIENT shall maintain membership in the FMCoC and participate in Coordinated Entry throughout the term of this Agreement, as described in Exhibit A. If, for any reason, this status is not maintained, the COUNTY may terminate this Agreement pursuant to Section Three (3) of this Agreement.

1 **2. TERM**

2 The term of this Agreement shall be for a period of twenty-two (22) months, commencing
3 on September 22, 2020 through and including June 30, 2022.

4 **3. TERMINATION**

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

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

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

15 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any
16 breach of this Agreement or any default which may then exist on the part of the SUBRECIPIENT. Neither
17 shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or
18 default. The COUNTY shall have the right to demand of the SUBRECIPIENT the repayment to the
19 COUNTY of any funds disbursed to the SUBRECIPIENT under this Agreement, which in the judgment of
20 the COUNTY were not expended in accordance with the terms of this Agreement. The SUBRECIPIENT
21 shall promptly refund any such funds upon demand.

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

28 For actual services provided pursuant to the terms of this Agreement, COUNTY agrees to

1 pay SUBRECIPIENT and SUBRECIPIENT agrees to receive compensation in accordance with Exhibit
2 B, Budget Summary. Mandated travel shall be reimbursed based on actual expenditures and mileage
3 reimbursement shall be at SUBRECIPIENT's adopted rate per mile, not to exceed the IRS published
4 rate.

5 In no event shall compensation for services performed under this Agreement be in excess of
6 Four Hundred Eight Thousand, Two Hundred Seventy-Five and No/100 Dollars (\$408,275). Payments by
7 COUNTY shall be in arrears, for services provided during the preceding month, within forty-five (45) days
8 after receipt, verification and approval of SUBRECIPIENT's invoices by COUNTY.

9 It is understood that all expenses incidental to SUBRECIPIENT'S performance of services
10 under this Agreement shall be borne by SUBRECIPIENT. If SUBRECIPIENT should fail to comply with any
11 provision of the Agreement, COUNTY shall be relieved of its obligation for further compensation. Any
12 compensation which is not expended by SUBRECIPIENT pursuant to the terms and conditions of this
13 Agreement shall automatically revert to COUNTY. The services provided by the SUBRECIPIENT under this
14 Agreement are funded in whole or in part by the State of California. In the event that funding for these
15 services is delayed by the State Controller, COUNTY may defer payment to CONTRACTOR. The amount
16 of the deferred payment shall not exceed the amount of funding delayed by the State Controller to the
17 COUNTY. The period of time of the deferral by COUNTY shall not exceed the period of time of the State
18 Controller's delay of payment to COUNTY plus forty-five (45) days.

19 **5. INVOICING**

20 SUBRECIPIENT shall invoice COUNTY's DSS in arrears by the tenth (10th) day of each
21 month for expenditures incurred and services rendered in the previous month to:
22 DSSInvoices@fresnocountyca.gov. Payments by COUNTY's DSS shall be in arrears for actual services
23 provided during the preceding month, within forty-five (45) days after receipt, verification, and approval
24 of SUBRECIPIENT's invoices by COUNTY's DSS. A monthly activity report shall accompany the
25 invoice, reflecting services supported by the invoiced expenditures and be in a form and in such detail
26 as acceptable to the COUNTY's DSS. All final claims for funding shall be submitted by SUBRECIPIENT
27 within sixty (60) days following the final month of services.

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1 At the discretion of COUNTY's DSS Director or designee, if an invoice is incorrect or is
2 otherwise not in proper form or detail, COUNTY's DSS Director or designee shall have the right to
3 withhold full payment of the invoice that is incorrect or improper after five (5) days prior written notice or
4 email correspondence to SUBRECIPIENT. SUBRECIPIENT agrees to continue to provide services for a
5 period of ninety (90) days after written or email notification of an incorrect or improper invoice. If after the
6 ninety (90) day period the invoice(s) is still not corrected to COUNTY's DSS satisfaction, COUNTY or
7 COUNTY's DSS Director or designee may elect to terminate this Agreement, pursuant to the termination
8 provisions stated in Paragraph Three (3) of this Agreement.

9 **6. INDEPENDENT CONTRACTOR**

10 In performance of the work, duties and obligations assumed by SUBRECIPIENT under
11 this Agreement, it is mutually understood and agreed that SUBRECIPIENT, including any and all of the
12 SUBRECIPIENT'S officers, agents, and employees will at all times be acting and performing as an
13 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
14 employee, joint venture, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no
15 right to control or supervise or direct the manner or method by which SUBRECIPIENT shall perform its
16 work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify
17 that SUBRECIPIENT is performing its obligations in accordance with the terms and conditions thereof.
18 SUBRECIPIENT and COUNTY shall comply with all applicable provisions of law and the rules and
19 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

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

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1 **7. MODIFICATION**

2 A. Any matters of this Agreement may be modified from time to time by the written
3 consent of SUBRECIPIENT and COUNTY without, in any way, affecting the remainder.

4 B. Notwithstanding the above, changes to line items in Exhibit B, Budget, in an
5 amount not to exceed ten percent (10%) of the total maximum compensation as identified in Section
6 Four (4) of this Agreement, may be made with the written approval of COUNTY's DSS Director or
7 designee and SUBRECIPIENT. Budget line item changes shall not result in any change to the maximum
8 compensation amount payable to SUBRECIPIENT, as stated herein.

9 C. SUBRECIPIENT hereby agrees that changes to the compensation under this
10 agreement may be necessitated by a reduction in funding from State and/or Federal sources.
11 COUNTY's DSS Director or designee may modify the maximum compensation depending on State and
12 Federal funding availability, as stated in Section Four (4) in this Agreement. SUBRECIPIENT further
13 understands that this Agreement is subject to any restrictions, limitations or enactments of all legislative
14 bodies which affect the provisions, term, or funding of this Agreement in any manner.

15 **8. ASSIGNMENT AND SUBCONTRACTING**

16 SUBRECIPIENT shall not assign, transfer or sub-contract this Agreement nor their rights or
17 duties under this Agreement without the prior written consent of the COUNTY or COUNTY's DSS Director
18 or designee. Any transferee, assignee, or subcontractor will be subject to all applicable provisions of this
19 Agreement, and all applicable State and Federal regulations. SUBRECIPIENT shall be held primarily
20 responsible by the COUNTY for the performance of any transferee, assignee, or subcontractor unless
21 otherwise expressly agreed to in writing by COUNTY. The use of subcontractor by SUBRECIPIENT shall
22 not entitle SUBRECIPIENT to any additional compensation than is provided for under this Agreement.

23 **9. HOLD HARMLESS**

24 SUBRECIPIENT agrees to indemnify, save, hold harmless, and at COUNTY'S request,
25 defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including
26 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in
27 connection with the performance, or failure to perform, by SUBRECIPIENT, its officers, agents, or
28 employees under this Agreement, and from any and all costs and expenses (including attorney's fees and

1 costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who
2 may be injured or damaged by the performance, or failure to perform, of SUBRECIPIENT, its officers,
3 agents, or employees under this Agreement.

4 **10. INSURANCE**

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

9 A. Commercial General Liability

10 Commercial General Liability Insurance with limits of not less than Two Million Dollars
11 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
12 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
13 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
14 liability or any other liability insurance deemed necessary because of the nature of this contract.

15 B. Automobile Liability

16 Comprehensive Automobile Liability Insurance with limits of not less than One Million
17 Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include
18 any auto used in connection with this Agreement.

19 C. Professional Liability

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

23 D. Worker's Compensation

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

26 E. Additional Requirements Relating to Insurance

27 SUBRECIPIENT shall obtain endorsements to the Commercial General Liability
28 insurance naming the County of Fresno, its officers, agents, and employees, individually and

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

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

12 Within Thirty (30) days from the date SUBRECIPIENT signs and executes this Agreement,
13 SUBRECIPIENT shall provide certificates of insurance and endorsement as stated above for all of the
14 foregoing policies, as required herein, to the County of Fresno, P.O. Box 1912, Fresno, CA 93718-1219,
15 Attention: Contract Analyst, stating that such insurance coverage has been obtained and is in full force;
16 that the County of Fresno, its officers, agents and employees will not be responsible for any premiums
17 on the policies; that for such worker's compensation insurance that SUBRECIPIENT has waived its right
18 to recover from the COUNTY, its officers, agents, and employees any amounts paid under the insurance
19 policy and that waiver does not invalidate the insurance policy; that such Commercial General Liability
20 insurance names the County of Fresno, its officers, agents and employees, individually and collectively,
21 as additional insured, but only insofar as the operations under this Agreement are concerned; that such
22 coverage for additional insured shall apply as primary insurance and any other insurance, or
23 self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and
24 not contributing with insurance provided under SUBRECIPIENT's policies herein; and that this insurance
25 shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to
26 COUNTY.

27 In the event SUBRECIPIENT fails to keep in effect at all times insurance coverage as herein
28 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this

1 Agreement upon the occurrence of such event.

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

5 **11. CONFLICT OF INTEREST**

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

13 **12. NON-DISCRIMINATION**

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

19 **13. RECRUITMENT OF EMPLOYEES AND SERVICES TO CLIENTS**

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

25 **14. LIMITED ENGLISH PROFICIENCY (LEP)**

26 SUBRECIPIENT shall provide interpreting and translation services to persons
27 participating in SUBRECIPIENT's services who have limited or no English language proficiency,
28 including services to persons who are deaf or blind. Interpreter and translation services shall be

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

10 **15. CLEAN AIR AND WATER**

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

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

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

22 C. COUNTY and U.S. EPA shall be notified about any known violation of the above
23 laws.

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

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1 **16. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND**
2 **VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS**

3 A. COUNTY and SUBRECIPIENT recognize that SUBRECIPIENT is a recipient of State
4 funds under the terms of this Agreement. By signing this Agreement, SUBRECIPIENT agrees to notify
5 COUNTY of any past, present, or future Federal suspension or debarment. By signing this Agreement,
6 SUBRECIPIENT attests to the best of its knowledge and belief, that it and its principals:

7 1) Are not presently debarred, suspended, proposed for debarment, declared
8 ineligible, or voluntarily excluded by any Federal department or agency; and

9 2) Shall not knowingly enter into any covered transaction with an entity or person
10 who is proposed for debarment under Federal regulations, debarred, suspended, declared ineligible, or
11 voluntarily excluded from participation in such transaction.

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

15 C. SUBRECIPIENT shall include a clause titled “Certification Regarding Debarment,
16 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions” and similar in
17 nature to this paragraph in all lower tier covered transactions and in all solicitations for lower tier covered
18 transactions.

19 D. SUBRECIPIENT shall, prior to soliciting or purchasing goods and services in
20 excess of \$25,000 funded by this Agreement, review and retain the proposed vendor’s suspension and
21 debarment status at <https://www.sam.gov/SAM/>.

22 **17. ACKNOWLEDGMENT**

23 SUBRECIPIENT shall acknowledge in all public relations activates, materials and
24 publications that the COUNTY is the funding source for services to be provided through this Agreement.

25 **18. CONFIDENTIALITY AND SECURITY**

26 All services performed by SUBRECIPIENT under this Agreement shall be in strict
27 conformance with all applicable Federal, State of California, and/or local laws and regulations
28 relating to confidentiality. SUBRECIPIENT shall require its employees, agents, officers and

1 subcontractors to comply with the provisions of Sections 10850 and 14100.2 of the Welfare and
2 Institutions Code, as well as the California Department of Social Services (CDSS) Manual of
3 Policies and Procedures, Division 19-0000 and the California Department of Health Care Services
4 (DHCS) Medi-Cal Eligibility Procedures Manual, Section 2H. These Code sections provide that:

5 A. All applications and records concerning any individual made or kept by any
6 public officer or agency in connection with the administration of any provision of the Welfare and
7 Institutions Code relating to Medicaid or any form of public social services for which grants-in-aid
8 are received by the State of California from the United States government shall be confidential,
9 and shall not be open to examination for any purpose not directly connected with the
10 administration of such public social services.

11 B. No person shall publish, disclose or use or permit or cause to be published or
12 disclosed any list of persons receiving public social services, except as is provided by law.

13 C. No person shall publish, disclose, or use or permit or cause to be published,
14 disclosed or used any confidential information pertaining to an applicant or recipient, except as is
15 provided by law. SUBRECIPIENT shall inform all of its employees, agents, officers and
16 subcontractors of the above provisions and that any person knowingly and intentionally violating
17 such provisions is guilty of a misdemeanor.

18 In addition, SUBRECIPIENT, its employees, agents and officer shall comply, and
19 require all of its subcontractors to comply, with (1) the DHCS Medi-Cal Privacy and Security
20 Agreement between the California DHCS and the County of Fresno that is then in effect, and (2)
21 the Privacy and Security Agreement between the CDSS and the County of Fresno that is then in
22 effect, both of which together shall be referred to as "the Agreements" and are incorporated herein
23 by this reference. The current versions of both the DHCS and CDSS Privacy and Security
24 agreements are available upon request or can be viewed at:

25 <http://www.co.fresno.ca.us/MediCalPrivacy/>. SUBRECIPIENT shall insure that all personally
26 identifiable information (PII), as defined in the Agreements, concerning program recipients shall be
27 kept confidential and shall not be opened to examination, publicized, disclosed, or used for any
28 purpose not directly connected with the administration of the program. SUBRECIPIENT shall use

1 appropriate administrative, physical, and technical safeguards to protect PII, as set forth in the
2 Agreements. Upon discovery of a breach, security incident, intrusion, or unauthorized access, use,
3 or disclosure of PII, SUBRECIPIENT shall immediately report the incident to the COUNTY by
4 calling (559) 600-2300 or E-mailing at dssprivacyofficer@fresnocountyca.gov. SUBRECIPIENT
5 shall certify that all employees, agents, officers and subcontractors have received privacy and
6 security training before accessing any PII and have received refresher training annually, as
7 required by the Agreements.

8 **19. DATA SECURITY**

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

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

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

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

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

3 E. SUBRECIPIENT is responsible to employ strict controls to insure the integrity and
4 security of COUNTY's confidential information and to prevent unauthorized access to data maintained in
5 computer files, program documentation, data processing systems, data files and data processing
6 equipment which stores or processes COUNTY data internally 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 Standards (AES) of 128
9 BIT or higher. Additionally, a password or pass phrase must be utilized.

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

14 H. The requirements in this Data Security provision shall apply to SUBRECIPIENT's
15 subcontractors, if any.

16 **20. DRUG-FREE WORKPLACE REQUIREMENTS**

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

25 **21. POLITICAL ACTIVITY**

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

1 **22. GRIEVANCES**

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

5 **23. STATE ENERGY CONSERVATION**

6 SUBRECIPIENTS must comply with the mandatory standard and policies relating to
7 energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with
8 42 United States (US) Code sections 6321, et. Seq.

9 **24. CHARITABLE CHOICE**

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

22 **25. FRATERNIZATION**

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

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1 **26. LOBBYING AND POLITICAL ACTIVITY**

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

5 SUBRECIPIENT shall not directly or indirectly use any of the funds under this
6 Agreement for any political activity or to further the election or defeat of any candidate for
7 public office.

8 **27. INTERPRETATION OF LAWS AND REGULATIONS**

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

11 **28. RECORDS**

12 A. Record Establishment and Maintenance – SUBRECIPIENT shall establish and
13 maintain records in accordance with those requirements prescribed by COUNTY, with respect to all
14 matters covered by this Agreement. SUBRECIPIENT shall retain all fiscal books, account records, and
15 client files for services performed under this Agreement for at least five (5) years from the date of final
16 payment under this Agreement or until all State and Federal audits are completed for that fiscal year,
17 whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that
18 the SUBRECIPIENT shall be reimbursed for actual costs incurred in the performance of this Agreement
19 not to exceed the contract maximum but that no profit is to accrue to the SUBRECIPIENT on account of
20 such performance.

21 B. Monthly Activity Reports - SUBRECIPIENT shall submit to COUNTY by the tenth
22 (10th) of each month, all fiscal and program reports for the previous month. SUBRECIPIENT shall also
23 furnish to COUNTY such statements, records, receipts, reports, data and other information as
24 COUNTY may request pertaining matters covered by this Agreement. Said support documentation
25 must indicate the line item budget account number to which the cost is charged. In the event that
26 SUBRECIPIENT fails to provide reports or other information required hereunder, it shall be deemed
27 sufficient cause for COUNTY to withhold payments until compliance is established. In addition,
28 SUBRECIPIENT shall provide written notification and explanation to COUNTY of any funds received

1 from another source to conduct the same services covered by this Agreement within five (5) days of the
2 receipt of such funds. The invoice and monthly activity reports shall be in a form and in such detail as
3 acceptable to COUNTY's Director of Social Services or designee.

4 C. HMIS Data Entry - HMIS entry must be completed by the 10th of each month for
5 all services provided the previous month.

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

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

23 **30. CHILD ABUSE REPORTING**

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

1 under this Agreement sign a statement that he or she knows of and will comply with the reporting
2 requirements set forth in Penal Code Section 11166. The statement to be utilized by SUBRECIPIENTS
3 is set forth in Exhibit C, attached hereto and by this reference incorporated herein.

4 **31. PROPERTY OF COUNTY**

5 SUBRECIPIENT agrees to take reasonable and prudent steps to ensure the security of
6 any and all said hardware and software provided to it by COUNTY under this Agreement, to maintain
7 replacement-value insurance coverages on said hardware and software of like kind and quality
8 approved by COUNTY.

9 All purchases over Five Thousand Dollars (\$5,000) made during the life of this
10 Agreement that will outlive the life of this Agreement shall be identified as fixed assets with an assigned
11 Fresno County DSS Accounting Inventory Number. These fixed assets shall be retained by COUNTY,
12 as COUNTY property, in the event this Agreement is terminated or upon expiration of this Agreement.
13 SUBRECIPIENT agrees to participate in an annual inventory of all COUNTY fixed assets and shall be
14 physically present when fixed assets are returned to COUNTY possession at the termination or
15 expiration of this Agreement. SUBRECIPIENT is responsible for returning to COUNTY all COUNTY
16 owned fixed assets upon the expiration or termination of this Agreement.

17 **32. AUDITS AND INSPECTIONS**

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

23 If this Agreement exceeds ten thousand dollars (\$10,000.00), SUBRECIPIENT shall
24 make available all records and accounts for inspection and audit by COUNTY, the State of California,
25 the Comptroller General of the United States, a Federal Grantor Agency, or any of their duly authorized
26 representatives, at all reasonable times for a period of at least five (5) years following final payment
27 under this Agreement or the closure of all other pending matters, whichever is later (Government Code
28 Section 8546.7).

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

11 **33. NOTICES**

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

<u>COUNTY</u>	<u>SUBRECIPIENT</u>
Director, COUNTY OF FRESNO	Executive Director
Department of Social Services	Centro La Familia Advocacy Services
P.O. Box 1912	302 Fresno Street, Suite 102
Fresno, CA 93718-1912	Fresno, CA 93706

18 All notices between the COUNTY and SUBRECIPIENT provided for or permitted under this
19 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
20 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
21 personal service is effective upon service to the recipient. A notice delivered by first-class United States
22 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
23 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
24 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
25 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
26 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
27 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
28 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the

1 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
2 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
3 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
4 beginning with section 810).

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

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

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

13 This provision is only applicable if the SUBRECIPIENT is operating as a corporation (a
14 for-profit or non-profit corporation) or if during the term of the agreement, the SUBRECIPIENT changes
15 its status to operate as a corporation. Members of the SUBRECIPIENT's Board of Directors shall
16 disclose any self-dealing transactions that they are a party to while SUBRECIPIENT is providing goods
17 or performing services under this agreement. A self-dealing transaction shall mean a transaction to
18 which the SUBRECIPIENT is a party and in which one or more of its directors has a material financial
19 interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a
20 party to by completing and signing a Self-Dealing Transaction Disclosure Form, attached hereto as
21 Exhibit D and incorporated herein by reference, and submitting it to the COUNTY prior to commencing
22 with the self-dealing transaction or immediately thereafter.

23 **36. GOVERNING LAW**

24 Venue for any action arising out of or related to this Agreement shall only be in Fresno
25 County, California.

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

1 **37. SEVERABILITY**

2 The provisions of this Agreement are severable. The invalidity or unenforceability of any
3 one provision in the Agreement shall not affect the other provisions.

4 **38. ENTIRE AGREEMENT**

5 This Agreement constitutes the entire agreement between the SUBRECIPIENT and
6 COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations,
7 proposals, commitments, writings, advertisements, publications, and understanding of any nature
8 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 year
2 first hereinabove written.

3 **SUBRECIPIENT:**
4 **Centro La Familia Advocacy Services, Inc.**

COUNTY OF FRESNO

5 By: Bob Solis
6 Print Name: Bob Solis
7 Title: Chair

Ernest Buddy Mendes
Ernest Buddy Mendes, Chairman of the Board of
Supervisors of the County of Fresno

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

11 By: Lidemi Hernandez
12 Print Name: L. Hernandez
13 Title: Treasurer

By: Luisa Cruz
Deputy

14
15 Mailing Address:
16 302 Fresno Street, Suite 102
17 Fresno, CA 93706

18 FOR ACCOUNTING USE ONLY:
19 Fund: 10000
20 Subclass: 0001
21 ORG No.: 56107001
22 Account No.: 7870/0
23 Requisition No.: 5612000337

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27 DEN: bed
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SUMMARY OF SERVICES

ORGANIZATION: Centro La Familia Advocacy Services, Inc.
ADDRESS: 302 Fresno Street, Suite 102, Fresno, CA 90706
TELEPHONE: (559) 237-2961
CONTACT: Margarita Rocha
EMAIL: mrocha@centrolafamilia.org
CONTRACT: Bringing Families Home
CONTRACT TERM: September 22, 2020 to June 30, 2022

SUMMARY OF SERVICES

Centro La Familia Advocacy Services, Inc. (CLFA), will provide Bringing Families Home (BFH) services to County of Fresno Department of Social Services (DSS) families. Services are designed to house families involved in the child welfare system and experiencing homelessness or who are at imminent risk of becoming homeless. The goal of BFH is to support family reunification, family maintenance, and housing stability in addition to preventing entry into foster care. CLFA shall provide housing financial assistance, housing navigation services, and case management, to help families obtain permanent housing, reunify or maintain the family unit, and achieve long-term housing and family stability.

BFH program data will be entered into the Homeless Management Information System (HMIS) as part of the local homeless response system which enable CLFA to track services and make appropriate referrals to other services in the Coordinated Entry System.

TARGET POPULATION

BFH program services are for families involved in the child welfare system who are experiencing or are at risk of homelessness, as defined by the California Department of Social Services (CDSS). CLFA will provide services to families from the entire County of Fresno region, including both metro and rural areas.

HOUSING FIRST SERVICES

In accordance with California state law, State-funded programs for housing people experiencing homelessness must follow a Housing First model. All CLFA BFH activities must comply with the following Housing First requirements:

1. Low barriers to entry;
2. Intake process is expedited, family-centered, and flexible;
3. Access to housing is without preconditions;
4. Families are connected to permanent housing as early as possible in case planning;
5. Temporary housing/emergency shelter is offered;
6. Services are family-centered and delivered in accordance with evidence-based practices;
7. Leases or contractual agreements are used and reflect the same rights and responsibilities as other tenants; and
8. Every effort is made to prevent a return to homelessness.

PROGRAM COMPONENTS

FAMILY ENGAGEMENT

CLFA shall assertively engage enrolled families and be proactive in its efforts and adaptive when responding to the needs of families. CLFA will utilize successfully proven interviewing techniques, evidence-based intervention(s) and work creatively and collaboratively with families and their Child Welfare Social Workers in order to address each family's unique needs.

TEMPORARY HOUSING (EMERGENCY SHELTER)

Upon receipt of a referral, CLFA will immediately contact the family to begin the program intake process and commence services. CLFA must attempt contact with referred families within one business day. Temporary housing will be provided in the DSS-operated, El Puente facility for a maximum of 90 days (with exceptions on an individual basis). If a family is determined to be ineligible for BFH services, DSS staff will refer the family to other programs using the Coordinated Entry System. While the family is in temporary housing, CLFA will assess each family's need. CLFA shall immediately begin working with the family on rapid rehousing services and work proactively to move each family into permanent housing as soon as possible.

RAPID REHOUSING

CLFA shall provide Rapid Rehousing services to BFH families in accordance with rapid rehousing best practices.

Rapid Rehousing services consist of three core components: Housing Search and Placement (Housing Navigation), Direct Financial Assistance, and Case Management. Services required of each component are as follows:

1. Housing Search and Placement

Housing Search and Placement services provided by CLFA shall include but not be limited to the following:

- Meet with families to assess housing needs and barriers.
- Develop a housing plan that includes a budget specific to each household income, set goals based on each family's need, and steps required to meet those specific goals.
- Assist families in locating and securing housing that meets their needs and assist with finding rental vacancies/listings; completing rental applications; meeting with and speaking to landlords and providing transportation as needed throughout the process.
- Assist in securing all documents needed to apply for housing; and educating families about their rental lease and legal rights and responsibilities.
- Work with families to identify shared housing solutions, including with other families in the program, as needed.
- Provide ongoing liaison between families and landlords, if needed, to resolve issues directly related to families' housing and tenancy.

2. Direct Financial Assistance

CLFA shall pay for housing and related financial assistance on behalf of families for the following:

- a. Rental assistance
- b. Security deposits
- c. Utility deposits

- d. Utility payments
 - e. Moving/storage costs
 - f. Furniture/making home habitable
- All financial assistance will be provided in compliance with the Progressive Engagement model and dependent on family's need. This model is supported by research and provides a small amount of assistance to stabilize household but is an individualized and flexible approach for those families that require more assistance. It maximizes resources by only providing the assistance to the households who truly need it.
 - Families will be required to pay a portion of rent, even if very minimal, in efforts to support sustainability and long-term success. Share of cost ratio for housing expenses and other financial assistance will be determined by CLFA.
 - Monthly evaluations must be completed in correlation with each family's housing plan and in order to determine a family's ongoing ability to pay (based on family's budget and needs).
 - All methods and models applied by CLFA should be tailored to each family's needs and goals and be carefully coordinated with the DSS Family Reunification or Family Maintenance Social Worker.
3. Case Management:
CLFA shall provide families with case management on a regular basis, including guidance, supportive services, promotion of incremental responsibilities, budget analysis and techniques, and problem-solving skills in correlation with the housing plan developed with families.

Case management services provided by CLFA shall include but are not limited to:

- Integration of service planning and development with the DSS Family Reunification Social Worker.
- Teach families budgeting, planning, and expense tracking techniques to assist with saving money towards securing permanent housing; maintaining housing and increasing income to maintain housing.
- Identify and address any other barriers to permanent housing. Link families to community resources such as health care, childcare, counseling, support groups, job readiness training/support and educational or employment resources. etc.
- Prepare families for exit from the program; identify solutions and resources for each family to access, should a financial or housing crisis arise in the future.
- Maintain caseload of no more than 30 open ongoing cases per Housing Navigator, and 30 open cases per Case Manager.
- Perform regular home visits to make sure families are properly maintaining their rental unit and maintain frequent contact with families for compliance as follows:
 - Contact families every 3 days initially with a gradual decrease dependent upon families' successful progression. Documentation with explanation should be provided whenever contact is reduced. Contact with families should continue in the program once they have exited from the financial assistance component.
 - Perform at least 2 case management home visits with each family after financial exit from the program (3 and 6 month housing retention follow-up).

CLFA RESPONSIBILITIES

CLFA shall:

- Maintain membership in good standing in the Fresno Madera Continuum of Care (FMCoC) as defined by FMCoC bylaws and participate in the Coordinated Entry System (CES). Attendance at weekly FMCoC case conferencing meetings is mandatory to fulfill this requirement.
- Accept direct referrals from DSS and cooperate with DSS on CES referral integration process.
- Contact all families referred within one business day and work with DSS staff to ensure immediate placement into shelter.
- Meet with County staff monthly, or as often as needed, for service coordination, problem/issue resolution, information sharing, training, review, and monitoring of services.
- Meet with Child Welfare Social Worker monthly, at minimum to coordinate services and planning for each family.
- Engage families in a linguistically and culturally appropriate manner, including the use of interpreters when needed.
- Provide complete and accurate monthly activity reports to the County of Fresno, in a report format approved by the County by the 10th of each month.
- Case Manager and Navigator will maintain a caseload of no more than 30 open ongoing cases.
- Case Manager and Navigator shall attend weekly CE Conferencing meetings and other meetings relevant to the needs of BFH families.
- Provide annual Civil Rights training to staff at the beginning of every calendar year and provide relevant verification to the County of Fresno by April 1.
- Adhere to and be responsible for compliance with, all applicable Federal, State and local laws and regulations. In the event any law, regulation or policy referred to in the Agreement or this Exhibit A, is amended during the term of this Agreement, the parties agree to comply with the amended provision.
- Enter participant information into the Homeless Management Information System (HMIS) in compliance with HUD data collection, management, and reporting standards. Ensure all HMIS entries are completed within 3 days of program entry.

PERFORMANCE OUTCOMES

CLFA will meet the following outcomes within each 12-month period (or a prorated portion thereof):

- Serve a minimum of 14 unduplicated families.
- Place at least 11 families into permanent housing.
- A minimum of 11 families will exit to permanent housing.
- A minimum of 10 families will remain in permanent housing three months after exiting the program. Housing status must be confirmed through a home visit
- A minimum of 9 of families will remain in permanent housing six months after exiting the program. Housing status must be confirmed through a home visit.

BUDGET SUMMARY

ORGANIZATION: Centro La Familia Advocacy Services, Inc.
 SERVICES: Bringing Families Home Program
 CONTRACT TERM: September 22, 2020 through June 30, 2022
 CONTRACT TOTAL: \$408,275

22 Month Budget

Budget Categories	Amount
Direct Financial Assistance	
Rental Assistance	
Security Deposits	
Utility Deposits	
Utility Payments	
Making Home Habitable/Furniture	
Moving Costs/Storage	
Subtotal	\$281,648
Housing Navigation Services	
Salaries	
.5 FTE Housing Navigator	
Taxes	
Benefits	
Operational Costs	
Subtotal	\$ 57,141
Case Management Services	
Salaries	
.5 FTE Housing Navigator	
Taxes	
Benefits	
Operational Costs	
Subtotal	\$ 57,141
Administration	
Salaries	
.1 FTE Program Manager	
Taxes	
Benefits	
Operational Costs	
Subtotal	\$ 12,345
Total	\$408,275

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 **Centro La Familia Advocacy Services, Inc.** (PROVIDER) related to provision of Bringing Families Home services for COUNTY's Child Welfare families, 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

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:	