

AGREEMENT

THIS AGREEMENT is made and entered into this 23rd day of October, 2018, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **COMPREHENSIVE YOUTH SERVICES, INC.**, a private non-profit corporation, whose address is 4545 North West Avenue, Fresno, CA 93705, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY, through its' Department of Social Services (DSS), desires to participate in and fund Child Abuse Prevention services to strengthen families and support families through the provision of activities that improve physical and mental health, keep homes and neighborhoods safe, support children's academic performance and help families become economically self-sufficient; and

WHEREAS, COUNTY desires further to enhance Child Abuse Prevention services through the establishment and expansion of Neighborhood Resource Centers; and

WHEREAS, CONTRACTOR is willing and able to provide Child Abuse Prevention-Neighborhood Resource Center services needed by COUNTY, pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of the terms, covenants and conditions to be kept and performed by each party, it is agreed as follows:

1. SERVICES

A. CONTRACTOR shall perform all services and fulfill all responsibilities as identified in COUNTY'S Request for Proposal (RFP) No. 18-050, dated May 14, 2018, and Addendum No. One (1) to COUNTY'S RFP No. 18-050 dated May 30, 2018, collectively hereinafter referred to as COUNTY'S Revised RFP No. 18-050 and CONTRACTOR'S response to said Revised RFP, all incorporated herein by reference and made part of this Agreement.

B. CONTRACTOR shall be held responsible for all services as set forth in Exhibit A, Summary of Services, attached hereto and by this reference incorporated herein.

C. In the event of any inconsistency among the documents described in Paragraphs 1.A and 1.B hereinabove, the inconsistency shall be resolved by giving precedence in the following order of priority: 1) to this Agreement, including all Exhibits attached hereto, 2) to COUNTY'S Revised RFP No.

1 18-050, and 3) to the CONTRACTOR's response to Revised RFP. A copy of COUNTY'S Revised RFP
2 No. 18-050, and CONTRACTOR's response, shall be retained and made available during the term of this
3 Agreement by COUNTY'S Department of Social Services.

4 D. CONTRACTOR shall provide services and activities to children and their families,
5 pursuant to the staffing pattern and program expenses detailed in Exhibit B "Budget", attached hereto
6 and by this reference incorporated herein.

7 E. If requested by COUNTY, CONTRACTOR shall participate in training, staff
8 development and other activities that support the intent and goals of these Child Abuse Prevention
9 services.

10 2. **TERM**

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

16 3. **TERMINATION**

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

21 A. Breach of Contract - The COUNTY or CONTRACTOR may immediately suspend or
22 terminate this Agreement in whole or in part, where in the determination of the COUNTY there is:

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

27 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any
28 breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither

1 shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or
2 default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the
3 COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of
4 the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR
5 shall promptly refund any such funds upon demand.

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

9 **4. COMPENSATION**

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

15 In no event shall actual services performed under this Agreement be in excess of One Hundred
16 Sixty-five Thousand and No/100 Dollars (\$165,000) for the initial period effective upon execution through
17 June 30, 2019. In no event shall actual services performed under this Agreement be in excess of Two
18 Hundred Twenty Thousand and No/100 Dollars (\$220,000) for each twelve (12) month period of this
19 Agreement (July 1, 2019 through June 30, 2023). The cumulative total of this Agreement shall not be in
20 excess of One Million Forty-Five Thousand Forty and No/100 Dollars (\$1,045,000).

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

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

27 **5. INVOICING**

28 CONTRACTOR shall invoice COUNTY'S DSS in arrears by the tenth (10th) of each month

1 for services rendered in the previous month to: DSSInvoices@co.fresno.ca.us. Payments by COUNTY'S
2 DSS shall be in arrears, for actual services provided during the preceding month, within forty-five (45) days
3 after receipt, verification and approval of CONTRACTOR'S invoices by COUNTY'S DSS. A monthly
4 activity report shall accompany the invoice, reflecting services supported by the invoiced expenditures and
5 be in a form and in such detail as acceptable to the COUNTY'S DSS.

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

18 **6. MODIFICATION**

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

21 **7. INDEPENDENT CONTRACTOR**

22 In performance of the work, duties and obligations assumed by CONTRACTOR under this
23 Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the
24 CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an
25 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
26 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, the COUNTY shall not have
27 any right to control or supervise or direct the manner or method by which CONTRACTOR shall perform
28 their work and function. However, COUNTY shall retain the right to administer this Agreement so as to

1 verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions
2 thereof.

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

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

13 **8. HOLD HARMLESS**

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

22 **9. INSURANCE**

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

27 **A. Commercial General Liability**

28 Commercial General Liability Insurance with limits of not less than Two Million Dollars
(\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000).

1 This policy shall be issued on a per occurrence basis. COUNTY may require specific
2 coverages including completed operations, products liability, and contractual liability,
3 Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed
4 necessary because of the nature of this contract.

5 B. Automobile Liability

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

10 C. Professional Liability

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

15 D. Worker's Compensation

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

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

25 Within thirty (30) days from the date CONTRACTOR sign and execute this Agreement,
26 CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all of the
27 foregoing policies, as required herein, to the County of Fresno, P.O. Box 1912, Fresno, CA 93718-1219,
28 Attention: Contract Analyst, stating that such insurance coverage has been obtained and is in full force; that
the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the
policies; that for such worker's compensation insurance that CONTRACTOR has waived its right to recover
from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and

1 that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance
2 names the County of Fresno, its officers, agents and employees, individually and collectively, as additionally
3 insured, but only insofar as the operations under this Agreement are concerned; that such coverage for
4 additionally insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
5 by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance
6 provided under CONTRACTOR policies herein; and that this insurance shall not be cancelled or changed
7 without a minimum of thirty (30) days advance written notice given to COUNTY.

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

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

14 **10. SUBCONTRACTS**

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

22 **11. CONFLICT OF INTEREST**

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

officer, employee or agent of the COUNTY.

12. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

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

13. NON-DISCRIMINATION

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

14. RECRUITMENT OF EMPLOYEES AND SERVICES TO CLIENTS

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

15. LIMITED ENGLISH PROFICIENCY

CONTRACTOR shall provide interpreting and translation services to persons participating in CONTRACTOR'S services who have limited or no English language proficiency, including services to

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

16. CONFIDENTIALITY

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

17. DATA SECURITY

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

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

B. Contractor-Owned Computers or Computer Peripherals may not brought into COUNTY for use, including and not limited to mobile storage devices, without prior authorization from COUNTY'S Chief Information Officer or her designee. Data must be stored on a secure server approved by COUNTY and transferred by means of a VPN (Virtual Private Network) connection, or another type of

secure connection of this type if any data is approved to be transferred.

C. County-Owned Computer Equipment – CONTRACTOR or anyone having an employment relationship with COUNTY may not use COUNTY computers or computer peripherals on non-COUNTY premises without prior authorization from COUNTY’S Chief Information Officer or her designee.

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

E. CONTRACTOR is responsible to employ strict controls to insure the integrity and security of COUNTY’S confidential information and to prevent unauthorized access to data maintained in computer files, program documentation, data processing systems, data files and data processing equipment which stores or processes COUNTY data internally and externally.

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

G. CONTRACTOR is responsible to immediately notify COUNTY of any breaches or potential breaches of security related to COUNTY’S confidential information, data maintained in computer files, program documentation, data processing systems, data files and data processing equipment which stores or processes COUNTY data internally or externally.

H. The requirements in this Data Security provision shall apply to CONTRACTOR’S subcontractor, if any.

18. DRUG-FREE WORKPLACE REQUIREMENTS

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

1 *et seq.)*

2 **19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INTELIGIBILITY**
3 **AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS**

4 A. COUNTY and CONTRACTOR recognize that Federal assistance funds will be used
5 under the terms of this Agreement. For purposes of this paragraph, CONTRACTOR will be referred to as
6 the “prospective recipient”.

7 B. This certification is required by the regulation implementing Executive Order 12549,
8 Debarment and Suspension, 29 CFR Part 98m section 98.510, Participant’s responsibilities.

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

13 2) The prospective recipient of funds agrees by entering into this Agreement,
14 that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred,
15 suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this
16 transaction by any Federal department or agency with which this transaction originated.

17 3) Where the prospective recipient of Federal assistance funds is unable to
18 certify to any of the statements in this certification, such prospective participant shall attach an explanation
19 to this Agreement.

20 4) The prospective recipient shall provide immediate written notice to
21 COUNTY if at any time prospective recipient learns that its certification in Paragraph Nineteen (19) of this
22 Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances.

23 5) The prospective recipient further agrees that by entering into this Agreement,
24 it will include a clause identical to Paragraph Nineteen (19) of this Agreement and titled “Certification
25 Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered
26 Transactions”, in all lower tier covered transactions and in all solicitations for lower tier covered transaction.

27 6) The certification in Paragraph Nineteen (19) of this Agreement is a material
28 representation of fact upon which COUNTY relied in entering into this Agreement.

1 **20. STATE ENERGY CONSERVATION**

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

5 **21. FRATERNIZATION**

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

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

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

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

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

16 **24. RECORDS**

17 A. Record Establishment and Maintenance

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

23 B. Cost Documentation

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

1 established.

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

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

12 C. Service Documentation

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

17 D. Use of Data

18 CONTRACTOR shall grant to COUNTY and the United States Department Health
19 and Human Services the royalty-free, nonexclusive and irrevocable license throughout the world to publish,
20 translate, reproduce, deliver, perform, dispose of, duplicate, use, disclose in any manner and for any purpose
21 whatsoever and to authorize others to do so, all subject data now or hereafter covered by copyright.
22 However, with respect to subject data not originated in the performance of this Agreement, such license shall
23 be only to the extent that CONTRACTOR have the right to grant such licenses without becoming liable to
24 pay any compensation to others because of such grants. CONTRACTOR shall exert all reasonable effort to
25 advise COUNTY at time of delivery of subject data furnished under this Agreement, of all possible
26 invasions of the right of privacy therein contained, and of all portions of such subject data copied from work
27 not composed or produced in the performance of this Agreement and not licensed under this provision.

28 As used in this clause, the term "Subject Data" means writing, sound recordings,

pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files and data processing of computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration.

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

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

25. SINGLE AUDIT CLAUSE

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

paragraph shall be billed at COUNTY cost as determined by COUNTY'S Auditor-Controller/Treasurer-Tax Collector.

26. TAX EQUITY AND FISCAL RESPONSIBILITY ACT

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

27. CHILD ABUSE REPORTING

CONTRACTOR shall utilize a procedure acceptable to COUNTY to ensure that all of CONTRACTOR'S employees, volunteers, consultants, subcontractor or agents performing services under this Agreement shall report all known or suspected child abuse or neglect to one or more of the agencies set forth in Penal Code Section 11165.9. This procedure shall include having all of CONTRACTOR'S employees, volunteers, consultants, subcontractor or agents performing services under this Agreement sign a statement that he or she knows of and will comply with the reporting requirements set forth in Penal Code Section 11166. The statement to be utilized by CONTRACTOR is set forth in Exhibit D, attached hereto and by this reference incorporated herein.

1 **28. CHARITABLE CHOICE**

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

14 **29. PERSONNEL DISCLOSURE**

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

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

24 **30. PROHIBITION ON PUBLICITY**

25 None of the funds, materials, property or services provided directly or indirectly under this
26 Agreement shall be used for CONTRACTOR'S advertising, fundraising, or publicity (i.e., purchasing of
27 tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the above,
28 publicity of the services described in Paragraph One (1) of this Agreement shall be allowed as necessary to

1 raise public awareness about the availability of such specific services when approved in advance by the
2 Director or designee and at a cost as provided in Exhibit B for such items as written/printed materials, the
3 use of media (i.e., radio, television, newspapers) and any other related expense(s).

4 **31. PROPERTY OF COUNTY**

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

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

21 **32. AUDITS AND INSPECTIONS**

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

27 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00), CONTRACTOR
28 shall be subject to the examination and audit of the State of California Auditor General for a period of

three (3) years after final payment under contract (California Government Code section 8546.7).

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

33. NOTICES

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

<u>COUNTY</u>	<u>CONTRACTOR</u>
Director Department of Social Services P.O. Box 1912 Fresno, CA 93718	Executive Director Comprehensive Youth Services, Inc. 4545 N. West Avenue Fresno, CA 93705

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

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

34. CHANGE OF LEADERSHIP/MANAGEMENT

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

35. GOVERNING LAW

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

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

36. ENTIRE AGREEMENT

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

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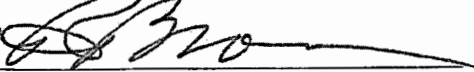
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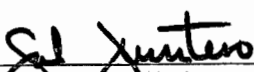
///

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

3 **CONTRACTOR:**
4 **COMPREHENSIVE YOUTH SERVICES, INC.**

COUNTY OF FRESNO

5 By 

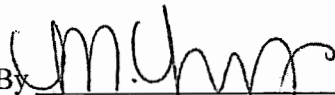
6 By 
7 Sal Quintero, Chairperson of the Board of
8 Supervisors of the County of Fresno

9 Print Name: Richard Brown

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

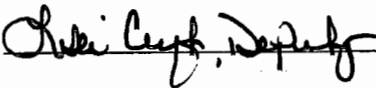
ATTEST:

13 BERNICE E. SEIDEL, Clerk of the Board of
14 Supervisors of the County of Fresno, State of
15 California

16 By 

17 Print Name: Maisie Young

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

By 

23 Date: 10-2-2018

24 Mailing Address:
25 4545 N. West Avenue,
26 Fresno, CA 93705
27 Attn: Becky Kramer, Executive Director

28 Fund/Subclass: 0001/10000
Organization: 56107001
Organization: 56107664
Account: 7870/0

SUMMARY OF SERVICES

ORGANIZATION: Comprehensive Youth Services of Fresno, Inc.

PROJECT TITLE: NRC – Fresno 93705

ADDRESS: 4545 North West Avenue, Fresno, CA 93705

SERVICE LOCATION: 4545 North West Avenue, Fresno, CA 93705

TELEPHONE: (559) 229-3561

EXECUTIVE DIRECTOR: Rebecca Kramer, LMFT

CONTRACT PERIOD: Upon execution – June 30, 2021,
with possible two (2) one (1) year extensions

PROJECT DESCRIPTION

Comprehensive Youth Services, Inc. (Contractor) will provide child abuse prevention and intervention services through a Neighborhood Resource Center (NRC) located in zip code 93705 in Fresno and the surrounding community as set forth in Contractor's Response to County's RFP No. 18-050, including Addendum No. One. NRCs are characterized by a commitment to work in partnership with local residents, including the beneficiaries of services, and to strengthen families and build strong, healthy communities. NRCs are located in the community or neighborhood that they serve and must be of sufficient size to provide services to multiple families and accommodate multiple staff work areas. NRC services include ensuring access to health insurance and services, case management, parent education, advocating for affordable housing, promoting family economic success, and increasing availability of healthy foods. Services offered will develop skills and knowledge so that families can prevent and address future challenges. NRCs will provide assistance to people to gain access to resources through referrals and linkages, and to have a say in their children's education.

NRCs may offer a variety of core NRC services depending on the needs of the community they serve. The NRC located in the Fresno 93075 zip code at a minimum will provide these NRC services:

- Parent Education
- Case Management
- Home Visits (Case Managed Families)
- Peer-to-Peer Supports
- Resource, Information and Referral
- Family Counseling Services
- Concrete Supports

The hours of operation will be flexible as to reflect the needs of the community. Hours will include weekend and evening hours.

GOALS AND OUTCOMES

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

Outcome to be Reported		Outcome Indicator
Engagement	1) Families will experience a welcoming environment and recognize the benefits of the service. 2) Families will take advantage of programs offered to build stronger, more resilient families.	1) 75% of families will report feeling welcomed and are participating in services and accessing referrals. 2) 75% of participants will indicate that they will utilize the programs offered via survey.
Intermediate	1) Parents will gain the ability to accept, solve, and manage problems. 2) Parents in parenting classes will realize increases in parental resilience, social connections, knowledge of parenting and child development, concrete support in times of need, and/or the social and emotional competence of their children.	1) 75% of families participating in case management services will have made progress on two goals in their case management plan. 2) 75% of participants will demonstrate an increase in knowledge of parenting as measured by a pre/post survey.
Long-Term	1) Families will receive concrete support in times of need to obtain self-sufficiency. 2) Families participating in case management will demonstrate an increase in self-sufficiency.	1) 75% of families in need of concrete supports will access support(s) through the NRC or from referral source(s) to which they have been referred. 2) 65% of families completing case management services will have made progress on self-sufficiency skills goals in their case plan.

CONTRACTOR RESPONSIBILITIES:

1. Contractor will document services, as appropriate, using Efforts to Outcomes (ETO) an internet-based computer program. Contractor may be asked to report outcomes and data in a manner other than ETO during the initial term.
2. Contractor will complete and submit monthly activity reports in a manner determined by DSS.

3. Contractor will meet with DSS monthly or as often as needed to discuss contract and program related issues.
4. Contractor will obtain DSS written approval prior to any change in service location.

COUNTY RESPONSIBILITIES:

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

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
Upon Execution through June 30, 2019		
NAME OF ORGANIZATION: Comprehensive Youth Services Fresno, Inc.		
NAME OF PROJECT: NRC 93705		
BUDGET SUMMARY - FY 18-19 (Upon Execution through 6/30/19)		
Budget Categories	Account Number	TOTAL BUDGET
<u>SALARIES & BENEFITS</u>		
Personnel Salaries	0100	\$89,766
Payroll Taxes	0150	\$8,217
Benefits	0200	\$16,078
Subtotal.....		\$114,061
<u>SERVICES & SUPPLIES</u>		Budgeted Amount
Insurance	0250	\$ 2,976
Communications	0300	\$ 1,386
Office Expense	0350	\$ 4,860
Equipment	0400	\$ 4,401
Facilities	0450	\$ 6,282
Travel Costs	0500	\$ 1,881
Program Supplies	0550	\$ 1,170
Consultancy/Subcontracts	0600	\$ 864
Fiscal & Audits	0650	\$ 999
Training	0660	\$ 1,370
Indirect Costs	0700	\$ 24,750
Subtotal.....		\$ 50,939
TOTAL (Salaries/Benefits & Services/Supplies)		\$165,000

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
Upon Execution through June 30, 2019		
NAME OF ORGANIZATION: Comprehensive Youth Services Fresno, Inc.		
NAME OF PROJECT: NRC 93705		
Account Number	Expense Category Descriptions	Account Total
100	Salaries and Benefits	\$114,061
0250	Insurance	\$2,976
0300	Communications	\$1,386
0350	Office Expense	\$4,860
0400	Equipment	\$4,401
0450	Facilities	\$6,282
0500	Travel Costs	\$1,881
0550	Program Supplies	\$1,170
0600	Consultancy/Subcontracts	\$864
0650	Fiscal & Audits	\$999
0660	Training	\$1,370
0700	Indirect Costs	\$24,750
Budget Total		\$165,000

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
July 1, 2019 - June 30, 2020		
NAME OF ORGANIZATION: Comprehensive Youth Services Fresno, Inc.		
NAME OF PROJECT: NRC 93705		
BUDGET SUMMARY - FY 19-20 (7/1/19 - 6/30/20)		
Budget Categories	Account Number	TOTAL BUDGET
<u>SALARIES & BENEFITS</u>		
Personnel Salaries	0100	\$125,151
Payroll Taxes	0150	\$10,928
Benefits	0200	\$22,502
Subtotal.....		\$158,581
<u>SERVICES & SUPPLIES</u>		Budgeted Amount
Insurance	0250	\$ 3,738
Communications	0300	\$ 3,072
Office Expense	0350	\$ 3,144
Equipment	0400	\$ 2,940
Facilities	0450	\$ 8,736
Travel Costs	0500	\$ 2,184
Program Supplies	0550	\$ 1,020
Consultancy/Subcontracts	0600	\$ 1,200
Fiscal & Audits	0650	\$ 1,025
Training	0660	\$ 1,360
Indirect Costs	0700	\$ 33,000
Subtotal.....		\$ 61,419
TOTAL (Salaries/Benefits & Services/Supplies)		\$220,000

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
July 1, 2019 - June 30, 2020		
NAME OF ORGANIZATION: Comprehensive Youth Services Fresno, Inc.		
NAME OF PROJECT: NRC 93705		
Account Number	Expense Category Descriptions	Account Total
100	Salaries and Benefits	\$158,581
0250	Insurance	\$3,738
0300	Communications	\$3,072
0350	Office Expense	\$3,144
0400	Equipment	\$2,940
0450	Facilities	\$8,736
0500	Travel Costs	\$2,184
0550	Program Supplies	\$1,020
0600	Consultancy/Subcontracts	\$1,200
0650	Fiscal & Audits	\$1,025
0660	Training	\$1,360
0700	Indirect Costs	\$33,000
Budget Total		\$220,000

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
July 1, 2020 - June 30, 2021		
NAME OF ORGANIZATION: Comprehensive Youth Services Fresno, Inc.		
NAME OF PROJECT: NRC 93705		
BUDGET SUMMARY - FY 20-21 (7/1/20 - 6/30/21)		
Budget Categories	Account Number	TOTAL BUDGET
<u>SALARIES & BENEFITS</u>		
Personnel Salaries	0100	\$125,766
Payroll Taxes	0150	\$10,953
Benefits	0200	\$22,771
Subtotal.....		\$159,490
<u>SERVICES & SUPPLIES</u>		Budgeted Amount
Insurance	0250	\$ 3,747
Communications	0300	\$ 3,060
Office Expense	0350	\$ 2,736
Equipment	0400	\$ 2,256
Facilities	0450	\$ 9,036
Travel Costs	0500	\$ 2,100
Program Supplies	0550	\$ 960
Consultancy/Subcontracts	0600	\$ 1,176
Fiscal & Audits	0650	\$ 1,074
Training	0660	\$ 1,365
Indirect Costs	0700	\$ 33,000
Subtotal.....		\$ 60,510
TOTAL (Salaries/Benefits & Services/Supplies)		\$220,000

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
July 1, 2020 - June 30, 2021		
NAME OF ORGANIZATION: Comprehensive Youth Services Fresno, Inc.		
NAME OF PROJECT: NRC 93705		
Account Number	Expense Category Descriptions	Account Total
100	Salaries and Benefits	\$159,490
0250	Insurance	\$3,747
0300	Communications	\$3,060
0350	Office Expense	\$2,736
0400	Equipment	\$2,256
0450	Facilities	\$9,036
0500	Travel Costs	\$2,100
0550	Program Supplies	\$960
0600	Consultancy/Subcontracts	\$1,176
0650	Fiscal & Audits	\$1,074
0660	Training	\$1,365
0700	Indirect Costs	\$33,000
Budget Total		\$220,000

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
July 1, 2021 - June 30, 2022		
NAME OF ORGANIZATION: Comprehensive Youth Services Fresno, Inc.		
NAME OF PROJECT: NRC 93705		
BUDGET SUMMARY - FY 21-22 (7/1/21 - 6/30/22)		
Budget Categories	Account Number	TOTAL BUDGET
<u>SALARIES & BENEFITS</u>		
Personnel Salaries	0100	\$125,661
Payroll Taxes	0150	\$10,924
Benefits	0200	\$23,126
Subtotal.....		\$159,711
<u>SERVICES & SUPPLIES</u>		Budgeted Amount
Insurance	0250	\$ 3,637
Communications	0300	\$ 3,036
Office Expense	0350	\$ 2,400
Equipment	0400	\$ 2,340
Facilities	0450	\$ 9,408
Travel Costs	0500	\$ 2,040
Program Supplies	0550	\$ 960
Consultancy/Subcontracts	0600	\$ 1,200
Fiscal & Audits	0650	\$ 1,118
Training	0660	\$ 1,150
Indirect Costs	0700	\$ 33,000
Subtotal.....		\$ 60,289
TOTAL (Salaries/Benefits & Services/Supplies)		\$220,000

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
July 1, 2021 - June 30, 2022		
NAME OF ORGANIZATION: Comprehensive Youth Services Fresno, Inc.		
NAME OF PROJECT: NRC 93705		
Account Number	Expense Category Descriptions	Account Total
100	Salaries and Benefits	\$159,711
0250	Insurance	\$3,637
0300	Communications	\$3,036
0350	Office Expense	\$2,400
0400	Equipment	\$2,340
0450	Facilities	\$9,408
0500	Travel Costs	\$2,040
0550	Program Supplies	\$960
0600	Consultancy/Subcontracts	\$1,200
0650	Fiscal & Audits	\$1,118
0660	Training	\$1,150
0700	Indirect Costs	\$33,000
Budget Total		\$220,000

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
July 1, 2022 - June 30, 2023		
NAME OF ORGANIZATION: Comprehensive Youth Services Fresno, Inc.		
NAME OF PROJECT: NRC 93705		
BUDGET SUMMARY - FY 22-23 (7/1/22 - 6/30/23)		
Budget Categories	Account Number	TOTAL BUDGET
<u>SALARIES & BENEFITS</u>		
Personnel Salaries	0100	\$124,212
Payroll Taxes	0150	\$10,791
Benefits	0200	\$23,374
Subtotal.....		\$158,377
<u>SERVICES & SUPPLIES</u>		Budgeted Amount
Insurance	0250	\$ 3,745
Communications	0300	\$ 3,024
Office Expense	0350	\$ 2,580
Equipment	0400	\$ 2,976
Facilities	0450	\$ 9,792
Travel Costs	0500	\$ 2,064
Program Supplies	0550	\$ 720
Consultancy/Subcontracts	0600	\$ 1,248
Fiscal & Audits	0650	\$ 1,154
Training	0660	\$ 1,320
Indirect Costs	0700	\$ 33,000
Subtotal.....		\$ 61,623
TOTAL (Salaries/Benefits & Services/Supplies)		\$220,000

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
July 1, 2022 - June 30, 2023		
NAME OF ORGANIZATION: Comprehensive Youth Services Fresno, Inc.		
NAME OF PROJECT: NRC 93705		
Account Number	Expense Category Descriptions	Account Total
0100	Salaries and Benefits	\$158,377
0250	Insurance	\$3,745
0300	Communications	\$3,024
0350	Office Expense	\$2,580
0400	Equipment	\$2,976
0450	Facilities	\$9,792
0500	Travel Costs	\$2,064
0550	Program Supplies	\$720
0600	Consultancy/Subcontracts	\$1,248
0650	Fiscal & Audits	\$1,154
0660	Training	\$1,320
0700	Indirect Costs	\$33,000
Budget Total		\$220,000

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 Comprehensive Youth Services, Inc., related to provision of services, require that the undersigned report all known or suspected child abuse or neglect to one or more of the agencies set forth in Penal Code (P.C.) section (§) 11165.9.

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

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

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

Substantial penalties may be imposed for failure to comply with these child abuse reporting requirements. Further information and a copy of the law may be obtained from the County of Fresno Department of Social Services Director or designee.

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

SIGNATURE

DATE