

AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of June, 2017, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and VMS Family Counseling Services, a professional California Corporation, whose address is 2350 W. Shaw Avenue, Suite 116, Fresno, CA 93711, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY, through its Department of Social Services (DSS) is in need of mentoring and field-based training as described in this agreement; and

WHEREAS, CONTRACTOR has the capability to provide mentoring and field-based training to effectively meet the needs of DSS Child Welfare staff; and

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

1. SERVICES

A. CONTRACTOR shall perform all services and fulfill all responsibilities as identified in COUNTY's Request for Proposal (RFP) No. 17-055, dated January 17, 2017, and Addendum No. One (1) to COUNTY's RFP No. 17-055 dated February 7, 2017, collectively hereinafter referred to as COUNTY's Revised RFP No. 17-055 and CONTRACTOR's response to said Revised RFP, hereinafter referred to as CONTRACTOR's Response, all incorporated herein by reference and made part of this Agreement. A copy of COUNTY's Revised RFP No. 17-055 and CONTRACTOR's Response shall be retained and made available during the term of this Agreement by COUNTY's DSS.

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. CONTRACTOR shall provide mentoring and field-based training to Child Welfare staff, pursuant to the staffing pattern and program expenses detailed in Exhibit B "Budget", attached hereto and by this reference incorporated herein.

2. TERM

The term of this Agreement shall commence on July 12, 2017 through and including June

30, 2020. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon the written approval of both parties no later than thirty (30) days prior to the first day of the next twelve month extension period. The DSS Director, or designee, is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR's satisfactory performance.

3. TERMINATION

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

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

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

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

B. Without Cause - Under circumstances other than those set forth above, this Agreement may be terminated by CONTRACTOR or COUNTY or COUNTY's DSS Director or designee, upon the giving of sixty (60) days advance written notice of an intention to terminate the Agreement.

4. COMPENSATION

For actual services provided pursuant to the terms of this Agreement, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation in accordance with Exhibit B.

1 Mandated travel shall be reimbursed based on actual expenditures and mileage reimbursement shall be at
2 CONTRACTOR's adopted rate per mile, not to exceed the IRS published rate.

3 In no event shall actual services performed under this Agreement be in excess of Two Hundred
4 and Sixty-Eight Thousand, One-Hundred and Sixteen Dollars (\$268,116) for the period July 12, 2017
5 through June 30, 2018. In no event shall actual services performed under this Agreement be in excess of
6 Two Hundred and Eighty Thousand, Two-Hundred and Twelve Dollars (\$280,212) for the period July 1,
7 2018 through June 30, 2019. In no event shall actual services performed under this Agreement be in excess
8 of Two Hundred and Ninety-Six Thousand, Three-Hundred and Twelve Dollars (\$296,312) for the period
9 July 1, 2019 through June 30, 2020. In no event shall actual services performed under this Agreement be in
10 excess of Three Hundred and Ten Thousand, Six-Hundred and Seventy-Three Dollars (\$310,673) for the
11 period July 1, 2020 through June 30, 2021. In no event shall actual services performed under this
12 Agreement be in excess of Three Hundred and Twenty-Six Thousand, Six-Hundred and Ninety-Four Dollars
13 (\$326,694) for the period July 1, 2021 through June 30, 2022. The cumulative total of this Agreement shall
14 not be in excess of One Million, Four Hundred and Eighty-Two Thousand and Seven Dollars (\$1,482,007).

15 Payments by COUNTY shall be in arrears, for services provided during the preceding month,
16 within forty-five (45) days after receipt, verification and approval of CONTRACTOR's invoices by
17 COUNTY.

18 It is understood that all expenses incidental to CONTRACTOR's performance of services
19 under this Agreement shall be borne by CONTRACTOR.

20 To the extent permitted by State and Federal rules and regulations, advanced payment of up to
21 twenty percent (20%) of the compensation under this Agreement may be requested of COUNTY by
22 CONTRACTOR. Advance payments shall be limited to implementation costs for new and/or expanded
23 services only. Approval of an advanced payment is at the sole discretion of COUNTY's DSS Director or
24 designee. If advanced payment occurs, the amount of the advanced payment shall be deducted in equal
25 installments from claims submitted for the final six (6) months of this Agreement.

26 ///

27 ///

28 ///

1 **5. INVOICING**

2 CONTRACTOR shall invoice COUNTY's DSS in arrears by the tenth (10th) of each month
3 for expenditures incurred to provide services rendered in the previous month to:
4 DSSInvoices@co.fresno.ca.us. Payments by COUNTY's DSS shall be in arrears, for actual services
5 provided during the preceding month, within forty-five (45) days after receipt, verification and approval of
6 CONTRACTOR's invoices by COUNTY's DSS. A monthly activity report shall accompany the invoice,
7 reflecting services supported by the invoiced expenditures and be in a form and in such detail as acceptable
8 to the COUNTY's DSS.

9 At the discretion of COUNTY's DSS Director or designee, if an invoice is incorrect or is
10 otherwise not in proper form or detail, COUNTY's DSS Director or designee shall have the right to
11 withhold payment as to only that portion of the invoice that is incorrect or improper after five (5) days
12 prior written notice or email correspondence to CONTRACTOR. CONTRACTOR agrees to continue to
13 provide services for a period of ninety (90) days after written or email notification of an incorrect or
14 improper invoice. If after the ninety (90) day period the invoice(s) is still not corrected to COUNTY's
15 DSS satisfaction, COUNTY or COUNTY's DSS Director or designee may elect to terminate this
16 Agreement, pursuant to the termination provisions stated in Paragraph Three (3) of this Agreement.

17 All final claims shall be submitted by CONTRACTOR within sixty (60) days following the
18 month of actual service for which payment is claimed. No payment for services shall be made by
19 COUNTY's DSS on claims submitted beyond sixty (60) days following the month of actual service for
20 which payment is invoiced.

21 **6. MODIFICATION**

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

24 Notwithstanding the above, changes to line items in the attached Budget (Exhibit B) that do not exceed ten
25 percent (10%) of the total maximum compensation, as identified in Section Four (4) of this Agreement, may
26 be made with written approval of COUNTY's DSS Director, or designee and the CONTRACTOR. Said
27 budget line item changes shall not result in any change to the maximum compensation payable to
28 CONTRACTOR, as stated herein.

1 B. CONTRACTOR hereby agrees that changes to the compensation under this Agreement
2 may be necessitated by a reduction in funding from State and/or Federal sources. The COUNTY'S DSS
3 Director or designee may modify the annual maximum compensation and cumulative maximum
4 compensation payable to CONTRACTOR, as set forth in Section Four (4) of this Agreement,
5 necessitated by reductions in funding from State and/or Federal sources.

6 **7. INDEPENDENT CONTRACTOR**

7 In performance of the work, duties and obligations assumed by CONTRACTOR under this
8 Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the
9 CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an
10 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
11 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, the COUNTY shall not have
12 any right to control or supervise or direct the manner or method by which CONTRACTOR shall perform
13 their work and function. However, COUNTY shall retain the right to administer this Agreement so as to
14 verify that CONTRACTOR is performing their obligations in accordance with the terms and conditions
15 thereof.

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

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

26 **8. NON-ASSIGNMENT**

27 Neither party shall assign or transfer this Agreement nor their rights or duties under this
28 Agreement without the prior written consent of the other party.

1 **9. HOLD HARMLESS**

2 CONTRACTOR agree to indemnify, save, hold harmless, and at COUNTY's request, defend
3 the COUNTY, their officers, agents, and employees from any and all costs and expenses, damages,
4 liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or
5 failure to perform, by CONTRACTOR, their officers, agents, or employees under this Agreement, and from
6 any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person,
7 firm, or corporation who may be injured or damaged by the performance, or failure to perform, of
8 CONTRACTOR, their officers, agents, or employees under this Agreement. In addition, CONTRACTOR
9 agrees to indemnify COUNTY for Federal, State of California and/or local audit exceptions resulting from
10 noncompliance herein on the part of CONTRACTOR.

11 **10. INSURANCE**

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

16 A. Commercial General Liability

17 Commercial General Liability Insurance with limits of not less than One Million Dollars
18 (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000).
19 This policy shall be issued on a per occurrence basis. COUNTY may require specific
20 coverages including completed operations, products liability, and contractual liability,
21 Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed
22 necessary because of the nature of this contract.

23 B. Automobile Liability

24 Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than
25 Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand
26 Dollars (\$500,000.00) per accident and for property damages of not less than Fifty
27 Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five
28 Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned
vehicles used in connection with this Agreement.

 C. Professional Liability

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

1 (\$3,000,000.00) annual aggregate.

2 D. Worker's Compensation

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

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

12 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
13 CONTRACTOR shall provide certificates of insurance and endorsements 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; that
16 the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the
17 policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents
18 and employees, individually and collectively, as additionally insured, but only insofar as the operations
19 under this Agreement are concerned; that such coverage for additionally insured shall apply as primary
20 insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and
21 employees, shall be excess only and not contributing with insurance provided under CONTRACTOR
22 policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30)
23 days advance written notice given to COUNTY.

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

27 All policies shall be with admitted insurers licensed to do business in the State of California.
28 Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A

1 FSC VII or better.

2 **11. SUBCONTRACTS**

3 CONTRACTOR shall obtain written approval from COUNTY or COUNTY's DSS Director,
4 or designee before subcontracting any of the services delivered under this Agreement. Any transferee,
5 assignee or subcontractor will be subject to all applicable provisions of this Agreement, and all applicable
6 State and Federal regulations. CONTRACTOR shall be held primarily responsible by COUNTY for the
7 performance of any transferee, assignee or subcontractor unless otherwise expressly agreed to in writing by
8 COUNTY. The use of subcontractor by CONTRACTOR shall not entitle CONTRACTOR to any
9 additional compensation than is provided for under this Agreement.

10 **12. CONFLICT OF INTEREST**

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

18 **13. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

22 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing
23 transactions that they are a party to while the CONTRACTOR is providing goods or performing services
24 under this Agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR
25 is a party and in which one or more of its directors has a material financial interest. Members of the
26 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and
27 signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit C and by this references
28

1 incorporated herein, and submitting it to the COUNTY prior to commencing with the self-dealing
2 transaction or immediately thereafter.

3 **14. NON-DISCRIMINATION**

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

9 **15. RECRUITMENT OF EMPLOYEES AND SERVICES TO CLIENTS**

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

15 **16. LIMITED ENGLISH PROFICIENCY**

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

27 **17. CONFIDENTIALITY**

28 All services performed by CONTRACTOR under this Agreement shall be in strict

1 conformance with all applicable Federal, State of California, and/or local laws and regulations relating to
2 confidentiality.

3 **18. DATA SECURITY**

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

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

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

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

23 D. CONTRACTOR may not store COUNTY's private, confidential or sensitive data on
24 any hard-disk drive.

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

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

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

8 H. The requirements in this Data Security provision shall apply to CONTRACTOR's
9 subcontractor, if any.

10 **19. CLEAN AIR AND WATER**

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

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

18 B. COUNTY shall be notified prior to execution of this Agreement of the receipt of any
19 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 Violating
21 Facilities;

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

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

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

26 For purposes of this paragraph, CONTRACTOR will be referred to as the "grantee". By
27 drawing funds against this grant award, the grantee is providing the certification that is required by
28 regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. These

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

6 **21. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INTELIGIBILITY**
7 **AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS**

8 A. COUNTY and CONTRACTOR recognize that Federal assistance funds will be used under
9 the terms of this Agreement. For purposes of this paragraph, CONTRACTOR will be referred to as the
10 "prospective recipient".

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

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

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

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

24 4) The prospective recipient shall provide immediate written notice to
25 COUNTY if at any time prospective recipient learns that its certification in Paragraph Twenty Two (22) of
26 this Agreement was erroneous when submitted or has become erroneous by reason of changed
27 circumstances.

28 5) The prospective recipient further agrees that by entering into this Agreement,

1 it will include a clause identical to Paragraph Twenty Two (22) of this Agreement and titled "Certification
2 Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered
3 Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered transaction.

4 6) The certification in Paragraph Twenty Two (22) of this Agreement is a
5 material representation of fact upon which COUNTY relied in entering into this Agreement.

6 **22. STATE ENERGY CONSERVATION**

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

10 **23. FRATERNIZATION**

11 CONTRACTOR shall establish procedures addressing fraternization between
12 CONTRACTOR'S staff and clients. Such procedures will include provisions for informing
13 CONTRACTOR'S staff and clients regarding fraternization guidelines.

14 **24. INTERPRETATION OF LAWS AND REGULATIONS**

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

17 **25. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

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

20 **26. RECORDS**

21 A. Record Establishment and Maintenance

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

27 B. Cost Documentation

28 1) CONTRACTOR shall submit to COUNTY within fifteen (15) calendar days

1 following the end of each month, all fiscal and program reports for that month. CONTRACTOR shall also
2 furnish to COUNTY such statements, records, data and information as COUNTY may request pertaining to
3 matters covered by this Agreement. In the event that CONTRACTOR fail to provide reports as provided
4 herein, it shall be deemed sufficient cause for COUNTY to withhold payments until compliance is
5 established.

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

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

16 C. Service Documentation

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

21 D. Use of Data

22 CONTRACTOR shall grant to COUNTY and the United States Department Health
23 and Human Services the royalty-free, nonexclusive and irrevocable license throughout the world to publish,
24 translate, reproduce, deliver, perform, dispose of, duplicate, use, disclose in any manner and for any purpose
25 whatsoever and to authorize others to do so, all subject data now or hereafter covered by copyright.
26 However, with respect to subject data not originated in the performance of this Agreement, such license shall
27 be only to the extent that CONTRACTOR have the right to grant such licenses without becoming liable to
28 pay any compensation to others because of such grants. CONTRACTOR shall exert all reasonable effort to

1 advise COUNTY at time of delivery of subject data furnished under this Agreement, of all possible
2 invasions of the right of privacy therein contained, and of all portions of such subject data copied from work
3 not composed or produced in the performance of this Agreement and not licensed under this provision.

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

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

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

20 **27. SINGLE AUDIT CLAUSE**

21 A. If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars (\$750,000.00)
22 or more in Federal and Federal flow-through monies, CONTRACTOR agrees to conduct an annual
23 audit in accordance with the requirements of the Single Audit Standards as set forth in Office of
24 Management and Budget (OMB) Circular 2 CFR 200. CONTRACTOR shall submit said audit and
25 management letter to COUNTY. The audit must include a statement of findings or a statement that
26 there were no findings. If there were negative findings, CONTRACTOR must include a corrective
27 action plan signed by an authorized individual. CONTRACTOR agrees to take action to correct any
28 material non-compliance or weakness found as a result of such audit. Such audit shall be delivered to

COUNTY's Human Services System, Administration, for review within nine (9) months of the end of any fiscal year in which funds were expended and/or received for the program. Failure to perform the requisite audit functions as required by this Agreement may result in COUNTY performing the necessary audit tasks, or at COUNTY's option, contracting with a public accountant to perform said audit, or, may result in the inability of COUNTY to enter into future agreements with CONTRACTOR. All audit costs related to this Agreement are the sole responsibility of CONTRACTOR.

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

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

28. 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

1 request to the Secretary of the United States Department of Health and Human Services, or upon request to
2 the Comptroller General of the United States General Accounting Office, or any of their duly authorized
3 representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify
4 the nature and extent of the costs of these services provided by CONTRACTOR under this Agreement.
5 CONTRACTOR further agrees that in the event CONTRACTOR carries out any of its duties under this
6 Agreement through a subcontract, with a value or cost of Ten Thousand and No/100 Dollars (\$10,000) or
7 more over a twelve (12) month period, with a related organization, such Agreement shall contain a clause to
8 the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such
9 subcontract, the related organizations shall make available, upon written request to the Secretary of the
10 United States General Accounting Office, or any of their duly authorized representatives, a copy of such
11 subcontract and such books, documents, and records of such organization as are necessary to verify the
12 nature and extent of such costs.

13 **29. CHILD ABUSE REPORTING**

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

22 **30. CHARITABLE CHOICE**

23 CONTRACTOR may not discriminate in its program delivery against a client or potential
24 client on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to actively
25 participate in a religious practice. Any specifically religious activity or service made available to individuals
26 by the CONTRACTOR must be voluntary as well as separate in time and location from County funded
27 activities and services. CONTRACTOR shall inform County as to whether it is faith-based. If
28 CONTRACTOR identifies as faith-based, they must submit to DSS a copy of its policy on referring

1 individuals to alternate treatment CONTRACTOR, and include a copy of this policy in their client
2 admission forms. The policy must inform individuals that they may be referred to an alternative provider if
3 they object to the religious nature of the program, and include a notice to DSS. Adherence to this policy will
4 be monitored during annual site reviews, and a review of client files. If CONTRACTOR identifies as faith-
5 based, by July 1 of each year CONTRACTOR will be required to report to DSS the number of individuals
6 who requested referrals to alternate providers based on religious objection.

7 **31. PERSONNEL DISCLOSURE**

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

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

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

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

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

17 **32. PROHIBITION ON PUBLICITY**

18 None of the funds, materials, property or services provided directly or indirectly under this
19 Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (i.e., purchasing of
20 tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the above,
21 publicity of the services described in Paragraph One (1) of this Agreement shall be allowed as necessary to
22 raise public awareness about the availability of such specific services when approved in advance by the
23 Director or designee and at a cost as provided in Exhibit B for such items as written/printed materials, the
24 use of media (i.e., radio, television, newspapers) and any other related expense(s).

25 **33. PROPERTY OF COUNTY**

26 Any use of COUNTY funds provided under this Agreement, as specified in Exhibit B, for the
27 purchase of computer hardware, software and printer must be approved by COUNTY prior to purchase and
28 must meet COUNTY specifications. Any hardware and software so provided shall remain the property of

COUNTY and shall revert to COUNTY's physical possession upon termination or expiration of this Agreement. CONTRACTOR agrees to take reasonable and prudent steps to ensure the security of any and all said hardware and software provided to it by COUNTY under this Agreement, to maintain replacement-value insurance coverage on said hardware and software of like kind and quality approved by COUNTY.

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

34. AUDITS AND INSPECTIONS

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

If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00), CONTRACTOR 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

1 deficiency, CONTRACTOR shall be financially liable for the amount previously paid by COUNTY to
2 CONTRACTOR and this disallowance will be adjusted from CONTRACTOR's future payments, at the
3 discretion of COUNTY's DSS Director or designee. In addition, COUNTY shall have the sole discretion
4 in the determination of fiscal review outcomes, decisions and actions.

5 **35. NOTICES**

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

8 COUNTY

9 Director, County of Fresno
10 Department of Social Services
P.O. Box 1912
Fresno, CA 93721

CONTRACTOR

Chief Executive Officer
VMS Family Counseling Services
2350 W. Shaw Avenue, Suite 116
Fresno, CA 93711

11 Any and all notices between the COUNTY and the CONTRACTOR provided for or permitted under
12 this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to
13 one of the parties, or in lieu of such personal services, when deposited in the United States Mail, postage
14 prepaid, addressed to such party.

15 **36. CHANGE OF LEADERSHIP/MANAGEMENT**

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

22 **37. GOVERNING LAW**

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

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

27 ///

1 **38. ENTIRE AGREEMENT**

2 This Agreement, including all Exhibits, the COUNTY's Revised RFP No. 17-055 and
3 CONTRACTOR's Response, constitutes the entire agreement between the CONTRACTOR and the
4 COUNTY with respect to the subject matter hereof and supersedes all previous agreement negotiations,
5 proposals, commitments, writings, advertisements, publications, and understandings of any nature
6 whatsoever unless expressly included in this Agreement. In the event of any inconsistency among the
7 documents, the inconsistency shall be resolved by giving precedence in the following order of priority: (1)
8 to this Agreement, including all Exhibits attached hereto; (2) to COUNTY's Revised RFP No. 17-055; and
9 (3) to CONTRACTOR's Response.

10 ///

11 ///

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

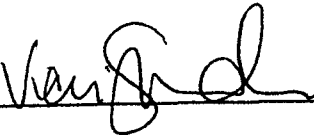
26 ///

27 ///

28 ///

1 ATTEST:

2 **CONTRACTOR:**
3 **VMS FAMILY COUNSELING SERVICES**

4 By 

6
7 Print Name: Victoria Sanders

8 Title: CEO
9 Chairman of the Board, or
President, or any Vice President

10
11
12 By 

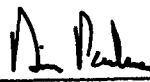
13 Print Name: Todd Sanders

14 Title: CFO / COO
15 Secretary (of Corporation), or
16 any Assistant Secretary, or
17 Chief Financial Officer, or
any Assistant Treasurer

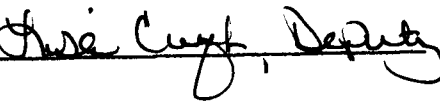
18 Date: 5.16.17

19 Mailing Address:
20 2350 W. Shaw Avenue, Suite 116
21 Fresno, CA 93711
22 Attn: Victoria Sanders, Chief Executive Officer
23
24
25
26
27
28

COUNTY OF FRESNO

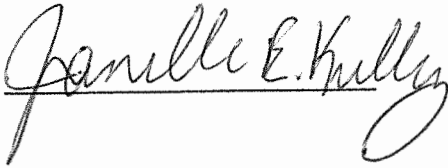
By 
Brian Pacheco, Chairman
Board of Supervisors

BERNICE E. SEIDEL, Clerk
Board of Supervisors

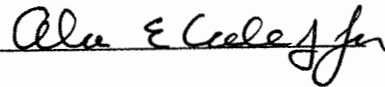
By 

**PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED**

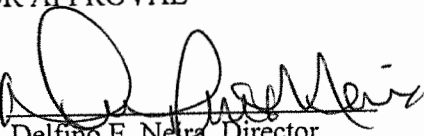
1 APPROVED AS TO LEGAL FORM:
2 DANIEL C. CEDERBORG, COUNTY COUNSEL

3
4 By 

6
7 APPROVED AS TO ACCOUNTING FORM:
8 OSCAR J. GARCIA, C.P.A., AUDITOR - CONTROLLER/
9 TREASURER - TAX COLLECTOR

10 By 

11
12
13
14 REVIEWED AND RECOMMENDED
15 FOR APPROVAL

16
17 By 
18 Delfino E. Neira, Director
19 Department of Social Services
20
21
22
23
24
25

26 Fund/Subclass: 0001/10000
27 Organization: 56107001
28 Account: 7295/0

SUMMARY OF SERVICES

ORGANIZATION: VMS Family Counseling Services
ADDRESS: 2350 W. Shaw Avenue, Suite 116
Fresno, CA 93711

CONTACT: Victoria Sanders, LMFT
(559) 573-4194

SERVICES: Mentoring and Field-Based Training

PROGRAM DESCRIPTION:

VMS Family Counseling Services (Contractor) will provide mentoring and field-based training services to Child Welfare social work supervisors to support their role as educator, coach, and trainer to new, transitioning and experienced social workers, and to support to Child Welfare staff in the application of Safety Organized Practice (SOP) and the California Child Welfare Core Practice Model and Behaviors in day-to-day practice.

A mentor acts in the same capacity as an experienced colleague, i.e. sharing knowledge and experience with the supervisor helping them master the transfer of learning and core set of knowledge and skills needed for professional child welfare practice. A mentor does not supervise or evaluate staff. The responsibility for evaluation rests solely with the agency supervisor. The mentor does have a responsibility to immediately report to a supervisor any concerns that involve child safety or violations of legal, regulatory, or ethical standards and to advise the staff person that they are making such a report. All other feedback should be provided in a joint conference with agency staff focused on the progress/completion of goals set by the supervisor and done for the purpose of insuring professional child welfare practice.

CONTRACTOR RESPONSIBILITIES:

A. Contractor will provide services in accordance with the following general duties and responsibilities:

1. Utilize a Competency Based CWS training model to train and prepare social work supervisors for their roles and responsibilities as educators, coaches, and trainers.
2. Assist supervisors with the assessment of learning needs of new, transitioning, and experienced social workers.
3. Collaborate with supervisors, within 30 days of being assigned a new worker on the development of a mentoring plan for each new social worker which uses departmental and community based resources to develop skills.

4. Provide on-site consultation for transfer of learning activities for new, transitioning, and experienced child welfare supervisors.
 5. Collaborate and consult with DSS administration to fully imbed the California Child Welfare Core Practice Model and Behaviors in day-to-day practice.
 6. Attend quarterly group meetings for supervisors to share experiences and best practices and discuss CWS issues.
 7. Structure experiences that provide a link between Academy training and on-the-job, county specific applications.
 8. Conduct small group discussion sessions on an ongoing basis around core skills and values that foster the transfer of learning process.
 9. Provide DSS with feedback on organizational training needs.
 10. Provide monthly reports that support hours, activities, and staff served.
 11. Meet monthly with DSS to assess the progress of the mentor program.
 12. Meet other specific identified needs consistent with the role of a mentor.
- B. Contractor will support, mentor, coach, train and/or guide DSS Child Welfare Services Social Workers to imbed and transfer knowledge and use of SOP, the Core Practice Model and ICWA/Native-American cultural competencies in the following areas:
1. Awareness of cultural humility and potential barriers upon social work practice.
 2. Ability to assess safety and risk using problem-focused and solution-focused interviewing techniques.
 3. Ability to conduct collaborative family assessments using mapping, safety circles and other safety structured methods.
 4. Engagement practice behaviors that help family build connections and advocate for themselves.
 5. Social worker assessment behaviors for initial and on-going safety and risk for permanency planning.
 6. Teaming behaviors that engage family, cultural, community and Tribal connections in social work practice.
 7. Social worker service planning and delivery behaviors that help families with change, safety, trauma, healing and permanency.

8. Transition behaviors for social workers that assist with managing transitions of significant events in casework.
 9. Educational information on Native-American culture.
 10. Consultation to social workers regarding the uniqueness, values, customs and traditions at staffings and mappings on Indian Child Welfare Act cases.
 11. Consultation to DSS regarding the programmatic and bureaucratic barriers facing Native-American children and families.
- C. Contractor will support, mentor, coach, train and/or guide DSS Child Welfare Services Social Work Supervisors in the following areas:
1. Ability to engage staff and community partners and affirm their efforts and strengths.
 2. Explore behaviors to track and monitor barriers and challenges to social work practice.
 3. Model inclusivity with community stakeholders in decision making, problem solving, best practices, and policy within child welfare;
 4. Ability to promote advocacy for Tribes, agency partners, staff, youth, families and caregivers to share their voice;
 5. Ability to create an accountability feedback loop that monitors the core practice model's fidelity and effectiveness in social worker practice;
 6. Knowledge and ability to coach line social work staff.
 7. Consult and support in regard to staff conferences.
 8. Follow-up regarding the development and mastery of supervisory competencies as coach and educator to child welfare staff.

COUNTY RESPONSIBILITIES

1. Provide names of staff that will be participating in field-based training.
2. Designate a contact person for CONTRACTOR to communicate with when necessary.
3. Meet with CONTRACTOR monthly or as often as necessary, to exchange pertinent information, resolve problems and assess need for field-based training for staff.

PROGRAM OUTCOMES

Goal: To improve the transfer of knowledge and use of innovative social work practices that enhance supervisory support, social work performance and improves services to families.

Outcomes	
Safety Organized Practice (SOP)	Increase CWS staff knowledge and use of Safety Organized Practice.
Core Practice Model	Increase CWS staff knowledge and application of the California Child Welfare Core Practice Model and Behaviors.
Cultural Competency	Increase CWS staff knowledge, understanding and application of Native-American competencies.
Staff Competency	Increase CWS social work supervisory staff knowledge and ability to coach line social work staff.

Specific outcome indicators and measures will be mutually discussed and finalized by DSS and VMS Counseling Services, consistent with the identified program outcomes.

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
July 12, 2017 - June 30, 2018		
NAME OF ORGANIZATION:	VMS Family Counseling Services	
NAME OF PROJECT:	Mentoring and Field-Based Training	
BUDGET SUMMARY - FY 17-18 (7/12/17 - 6/30/18)		
Budget Categories	Account Number	TOTAL BUDGET
<u>SALARIES & BENEFITS</u>		
Personnel Salaries	0100	\$188,680
Payroll Taxes	0150	\$18,868
Benefits	0200	\$0
Subtotal.....		\$207,548
<u>SERVICES & SUPPLIES</u>		Budgeted Amount
Insurance	0250	\$ 16,708
Communications	0300	\$ 3,760
Office Expense	0350	\$ 6,000
Equipment	0400	\$ 5,000
Facilities	0450	\$ 4,100
Travel Costs	0500	\$ 6,000
Program Supplies	0550	\$ 3,000
Consultancy/Subcontracts	0600	\$ 2,000
Fiscal & Audits	0650	\$ 10,000
Training	0660	\$ 4,000
Indirect Costs	0700	\$ -
Subtotal.....		\$ 60,568
TOTAL (Salaries/Benefits & Services/Supplies)		\$268,116

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
July 12, 2017 to June 30, 2018		
NAME OF ORGANIZATION: VMS Family Counseling Services		
NAME OF PROJECT: Mentoring and Field-Based Training		
Account Number	Expense Category Descriptions	Account Total
0100	Salaries	\$188,680
	CEO	\$30,000
	Program Supervisor	\$35,000
	Trainers	\$110,000
	Administrative Staff	\$13,680
0150	Payroll Taxes	\$18,868
	FICA	\$14,938
	SUI	\$3,930
0200	Benefits	\$0
0250	Insurance	\$16,708
	Malpractice Insurance/General Liability	\$2,000
	Car Insurance	\$1,500
	Workers Compensation	\$13,208
0300	Communications	\$3,760
	Telephone expenses	\$2,785
	Internet	\$975
0350	Office Expense	\$6,000
	Rent	\$5,100
	Utilities	\$900
0400	Equipment	\$5,000
0450	Facilities	\$4,100
	Tables, chairs, desks, trash canse file cabinets, white boards, etc	\$3,200
	Janitorial Service	\$900
0500	Travel Costs	\$6,000
0550	Program Supplies	\$3,000
0600	Consultancy/Subcontracts	\$2,000
0650	Fiscal & Audits	\$10,000
	Audit	
	External Accounting and Record Keeping	
0660	Training	\$4,000
0700	Indirect Costs	\$0
Budget Total		\$268,116

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
July 1, 2018 - June 30, 2019		
NAME OF ORGANIZATION:	VMS Family Counseling Services	
NAME OF PROJECT:	Mentoring and Field-Based Training	
BUDGET SUMMARY - FY 18-19 (7/1/18 - 6/30/19)		
Budget Categories	Account Number	TOTAL BUDGET
<u>SALARIES & BENEFITS</u>		
Personnel Salaries	0100	\$202,010
Payroll Taxes	0150	\$20,201
Benefits	0200	\$0
Subtotal.....		\$222,211
<u>SERVICES & SUPPLIES</u>		Budgeted Amount
Insurance	0250	\$ 17,641
Communications	0300	\$ 3,960
Office Expense	0350	\$ 6,500
Equipment	0400	\$ 3,000
Facilities	0450	\$ 2,900
Travel Costs	0500	\$ 6,000
Program Supplies	0550	\$ 2,000
Consultancy/Subcontracts	0600	\$ 2,000
Fiscal & Audits	0650	\$ 10,000
Training	0660	\$ 4,000
Indirect Costs	0700	\$ -
Subtotal.....		\$ 58,001
TOTAL (Salaries/Benefits & Services/Supplies)		\$280,212

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
July 1, 2018 to June 30, 2019		
NAME OF ORGANIZATION:		VMS Family Counseling Services
NAME OF PROJECT:		Mentoring and Field-Based Training
Account Number	Expense Category Descriptions	Account Total
0100	Salaries	\$202,010
	CEO	\$32,100
	Program Supervisor	\$37,450
	Trainers	\$117,700
	Administrative Staff	\$14,760
0150	Payroll Taxes	\$20,201
	FICA	\$15,454
	SUI	\$4,747
0200	Benefits	\$0
0250	Insurance	\$17,641
	Malpractice Insurance/General Liability	\$2,000
	Car Insurance	\$1,500
	Workers Compensation	\$14,141
0300	Communications	\$3,960
	Telephone expenses	\$2,400
	Internet	\$1,560
0350	Office Expense	\$6,500
	Rent	\$5,450
	Utilities	\$1,050
0400	Equipment	\$3,000
0450	Facilities	\$2,900
	Misc. Office supplies and equipment replacement	\$2,000
	Janitorial Service	\$900
0500	Travel Costs	\$6,000
0550	Program Supplies	\$2,000
0600	Consultancy/Subcontracts	\$2,000
0650	Fiscal & Audits	\$10,000
	Audit	
	External Accounting and Record Keeping	
0660	Training	\$4,000
0700	Indirect Costs	\$0
Budget Total		\$280,212

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
July 1, 2019 - June 30, 2020		
NAME OF ORGANIZATION:	VMS Family Counseling Services	
NAME OF PROJECT:	Mentoring and Field-Based Training	
BUDGET SUMMARY - (for each 12-month period)		July 1, 2019 - June 30, 2020
Budget Categories	Account Number	TOTAL BUDGET
<u>SALARIES & BENEFITS</u>		
Personnel Salaries	0100	\$216,199
Payroll Taxes	0150	\$21,619
Benefits	0200	\$0
Subtotal.....		\$237,818
<u>SERVICES & SUPPLIES</u>		Budgeted Amount
Insurance	0250	\$ 18,634
Communications	0300	\$ 3,960
Office Expense	0350	\$ 6,500
Equipment	0400	\$ 3,000
Facilities	0450	\$ 2,900
Travel Costs	0500	\$ 6,000
Program Supplies	0550	\$ 2,000
Consultancy/Subcontracts	0600	\$ 1,500
Fiscal & Audits	0650	\$ 10,000
Training	0660	\$ 4,000
Indirect Costs	0700	\$ -
Subtotal.....		\$ 58,494
TOTAL (Salaries/Benefits & Services/Supplies)		\$296,312

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
July 1, 2019 to June 30, 2020		
NAME OF ORGANIZATION: VMS Family Counseling Services		
NAME OF PROJECT: Mentoring and Field-Based Training		
Account Number	Expense Category Descriptions	Account Total
0100	Salaries	\$216,199
	CEO	\$34,347
	Program Supervisor	\$40,072
	Trainers	\$125,940
	Administrative Staff	\$15,840
0150	Payroll Taxes	\$21,619
	FICA	\$16,539
	SUI	\$5,080
0200	Benefits	\$0
0250	Insurance	\$18,634
	Malpractice Insurance/General Liability	\$2,000
	Car Insurance	\$1,500
	Workers Compensation	\$15,134
0300	Communications	\$3,960
	Telephone expenses	\$2,400
	Internet	\$1,560
0350	Office Expense	\$6,500
	Rent	\$5,450
	Utilities	\$1,050
0400	Equipment	\$3,000
0450	Facilities	\$2,900
	Misc Replacement	\$2,000
	Janitorial Services	\$900
0500	Travel Costs	\$6,000
0550	Program Supplies	\$2,000
0600	Consultancy/Subcontracts	\$1,500
0650	Fiscal & Audits	\$10,000
	Audit	
	External Accounting and Record Keeping	
0660	Training	\$4,000
0700	Indirect Costs	\$0
Budget Total		\$296,312

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
July 1, 2020 - June 30, 2021		
NAME OF ORGANIZATION: VMS Family Counseling Services		
NAME OF PROJECT: Mentoring and Field-Based Training		
BUDGET SUMMARY - July 1, 2020 - June 30, 2021 (for each 12-month period)		
Budget Categories	Account Number	TOTAL BUDGET
<u>SALARIES & BENEFITS</u>		
Personnel Salaries	0100	\$228,900
Payroll Taxes	0150	\$22,890
Benefits	0200	\$0
Subtotal.....		\$251,790
<u>SERVICES & SUPPLIES</u>		Budgeted Amount
Insurance	0250	\$ 19,523
Communications	0300	\$ 3,960
Office Expense	0350	\$ 6,500
Equipment	0400	\$ 3,000
Facilities	0450	\$ 2,900
Travel Costs	0500	\$ 6,000
Program Supplies	0550	\$ 2,000
Consultancy/Subcontracts	0600	\$ 1,000
Fiscal & Audits	0650	\$ 10,000
Training	0660	\$ 4,000
Indirect Costs	0700	\$ -
Subtotal.....		\$ 58,883
TOTAL (Salaries/Benefits & Services/Supplies)		\$310,673

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
July 1, 2020 to June 30, 2021		
NAME OF ORGANIZATION: VMS Family Counseling Services		
NAME OF PROJECT: Mentoring and Field-Based Training		
Account Number	Expense Category Descriptions	Account Total
0100	Salaries	\$228,900
	CEO	\$34,347
	Program Supervisor	\$42,877
	Trainers	\$134,756
	Administrative Staff	\$16,920
0150	Payroll Taxes	\$22,890
	FICA	\$17,511
	SUI	\$5,379
0200	Benefits	\$0
0250	Insurance	\$19,523
	Malpractice Insurance/General Liability	\$2,000
	Car Insurance	\$1,500
	Workers Compensation	\$16,023
0300	Communications	\$3,960
	Telephone expenses	\$2,400
	Internet	\$1,560
0350	Office Expense	\$6,500
	Rent	\$5,450
	Utilities	\$1,050
0400	Equipment	\$3,000
0450	Facilities	\$2,900
	Misc. Replacement	\$2,000
	Janitorial Services	\$900
0500	Travel Costs	\$6,000
0550	Program Supplies	\$2,000
0600	Consultancy/Subcontracts	\$1,000
0650	Fiscal & Audits	\$10,000
	Audit	
	External Accounting and Record Keeping	
0660	Training	\$4,000
0700	Indirect Costs	\$0
Budget Total		\$310,673

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
July 1, 2021 - June 30, 2022		
NAME OF ORGANIZATION: VMS Family Counseling Services		
NAME OF PROJECT: Mentoring and Field-Based Training		
BUDGET SUMMARY - July 1, 2021 - June 30, 2022 (for each 12-month period)		
Budget Categories	Account Number	TOTAL BUDGET
<u>SALARIES & BENEFITS</u>		
Personnel Salaries	0100	\$242,593
Payroll Taxes	0150	\$24,259
Benefits	0200	\$0
Subtotal.....		\$266,852
<u>SERVICES & SUPPLIES</u>		Budgeted Amount
Insurance	0250	\$ 20,482
Communications	0300	\$ 3,960
Office Expense	0350	\$ 6,500
Equipment	0400	\$ 3,000
Facilities	0450	\$ 2,900
Travel Costs	0500	\$ 6,000
Program Supplies	0550	\$ 2,000
Consultancy/Subcontracts	0600	\$ 1,000
Fiscal & Audits	0650	\$ 10,000
Training	0660	\$ 4,000
Indirect Costs	0700	\$ -
Subtotal.....		\$ 59,842
TOTAL (Salaries/Benefits & Services/Supplies)		\$326,694

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
July 1, 2021 to June 30, 2022		
NAME OF ORGANIZATION: VMS Family Counseling Services		
NAME OF PROJECT: Mentoring and Field-Based Training		
Account Number	Expense Category Descriptions	Account Total
0100	Salaries	\$242,593
	CEO	\$34,347
	Program Supervisor	\$45,878
	Trainers	\$144,188
	Administrative Staff	\$18,180
0150	Payroll Taxes	\$24,259
	FICA	\$18,558
	SUI	\$5,701
0200	Benefits	\$0
0250	Insurance	\$20,482
	Malpractice Insurance/General Liability	\$2,000
	Car Insurance	\$1,500
	Workers Compensation	\$16,982
0300	Communications	\$3,960
	Telephone expenses	\$2,400
	Internet	\$1,560
0350	Office Expense	\$6,500
	Rent	\$5,450
	Utilities	\$1,050
0400	Equipment	\$3,000
0450	Facilities	\$2,900
	Misc. Replacement	\$2,000
	Janitorial Services	\$900
0500	Travel Costs	\$6,000
0550	Program Supplies	\$2,000
0600	Consultancy/Subcontracts	\$1,000
0650	Fiscal & Audits	\$10,000
	Audit	
	External Accounting and Record Keeping	
0660	Training	\$4,000
0700	Indirect Costs	\$0
Budget Total		\$326,694

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 VMS Family Counseling Services , related to provision of mentoring and field-based training 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