

**A G R E E M E N T**

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3 THIS AGREEMENT is made and entered into this 4th day of June, 2019, by and  
4 between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to  
5 as "COUNTY", and CENTRO LA FAMILIA ADVOCACY SERVICES, a private non-profit corporation,  
6 whose address is 302 Fresno Street, Suite 102, Fresno CA 93706, hereinafter referred to as  
7 "CONTRACTOR".

8 WITNESSETH:

9 WHEREAS, COUNTY, through its Department of Social Services (DSS), is authorized to enter into  
10 an Agreement with CONTRACTOR for such services pursuant to Senate Bill (SB) 1569 and the rules and  
11 regulations of the California Department of Social Services (CDSS); and

12 WHEREAS, COUNTY has received funding from the Trafficking and Crime Victims Assistance  
13 Program (TCVAP) through CDSS to assist victims of human trafficking, domestic violence and other serious  
14 crimes; and;

15 WHEREAS, CONTRACTOR is qualified, willing and able to provide services required by COUNTY  
16 pursuant to the terms of this Agreement;

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

19 1. SERVICES

20 A. CONTRACTOR shall perform all services and fulfill all responsibilities as identified in  
21 COUNTY'S Request for Proposal (RFP) No. 19-045 dated January 29, 2019 and Addendum No. One (1)  
22 dated February 11, 2019, and CONTRACTOR'S response to said RFP dated February 28, 2019, all  
23 incorporated herein by reference and made part of this Agreement.

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

26 C. In the event of any inconsistency among these documents, the inconsistency shall  
27 be resolved by giving precedence in the following order or priority: 1) to this Agreement, 2) to the RFP, 3) to  
28 the response to the RFP. A copy of COUNTY'S RFP No. 19-045 shall be retained and made available

1 during the terms of this Agreement by COUNTY'S DSS.

2 D. CONTRACTOR shall provide services and activities to the target population,  
3 pursuant to the staffing pattern and program expenses detailed in Exhibit B "Budget", attached hereto and  
4 by this reference incorporated herein.

5 E. If requested by COUNTY, CONTRACTOR shall participate in training, staff  
6 development and other activities that support the intent and goals of the TCVAP.

7 2. TERM

8 The term of this Agreement shall be for a period of three (3) years, commencing on July  
9 1, 2019 through and including June 30, 2022. This Agreement may be extended for two (2) additional  
10 consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30)  
11 days prior to the first day of the next twelve (12) month extension period. The DSS Director, or  
12 designee, is authorized to execute such written approval on behalf of COUNTY based on  
13 CONTRACTOR'S satisfactory performance.

14 3. TERMINATION

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

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

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

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

1 COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of  
2 the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR  
3 shall promptly refund any such funds upon demand.

4 C. Without Cause - Under circumstances other than those set forth above, this  
5 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an  
6 intention to terminate to CONTRACTOR.

7 4. COMPENSATION

8 For actual services provided as identified in the terms and conditions of this Agreement,  
9 including Exhibit A, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agree to receive payment  
10 for costs actually incurred by CONTRACTOR to provide the services, as set forth in Exhibit B. Mandated  
11 travel shall be reimbursed based on actual expenditures and mileage reimbursement shall be at  
12 CONTRACTORS' adopted rate per mile, not to exceed the IRS published rate.

13 In no event shall compensation paid under this Agreement be in excess of Seven Hundred  
14 Nine Thousand and Twenty Three Dollars (\$709,029) for each twelve (12) month period of this Agreement  
15 (July 1, 2019 through June 30, 2024). The cumulative total compensation paid under this Agreement shall  
16 not be in excess of Three Million Five Hundred Forty Five Thousand One Hundred and Fifteen Dollars  
17 (\$3,545,145).

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

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

24 The services provided by CONTRACTOR under this Agreement are funded in whole or in  
25 part by the State of California. In the event that funding for these services is delayed by the State  
26 Controller, COUNTY may defer payment to CONTRACTOR. The amount of the deferred payment shall  
27 not exceed the amount of funding delayed by the State Controller to COUNTY. The period of time of the  
28 deferral by COUNTY shall not exceed the period of time of the State Controller's delay of payment to

1 COUNTY plus forty-five (45) days.

2 5. INVOICING

3 CONTRACTOR shall invoice COUNTY'S DSS in arrears by the tenth (10th) of each month  
4 for services rendered in the previous month to: DSSInvoices@fresnocountyca.gov. Payments by  
5 COUNTY'S DSS shall be in arrears, for actual services provided during the preceding month, within forty  
6 five (45) days after receipt, verification and approval of CONTRACTOR'S invoices by COUNTY'S DSS. A  
7 monthly activity report shall accompany the invoice, reflecting services supported by the invoiced  
8 expenditures and be in a form and in such detail as acceptable 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 prior  
12 written notice or email correspondence to CONTRACTOR. CONTRACTOR agrees to continue to provide  
13 services for a period of ninety (90) days after written or email notification of an incorrect or improper invoice.  
14 If after the ninety (90) day period the invoice(s) is still not corrected to COUNTY'S DSS satisfaction,  
15 COUNTY or COUNTY'S DSS Director or designee may elect to terminate this Agreement, pursuant to the  
16 termination provisions stated in Paragraph Three (3) of this Agreement. All final claims shall be submitted  
17 by CONTRACTOR within sixty (60) days following the month of actual service for which payment is  
18 claimed. No payment for services shall be made by COUNTY'S DSS on claims submitted beyond sixty (60)  
19 days following the month of actual service for which payment is invoiced.

20 6. INDEPENDENT CONTRACTOR

21 In performance of the work, duties and obligations assumed by CONTRACTOR under  
22 this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the  
23 CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an  
24 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,  
25 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no  
26 right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its  
27 work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify  
28 that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

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

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

12 7. MODIFICATION

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

15 B. Notwithstanding the above, changes to line items in the budget, attached hereto as  
16 Exhibit B, in an amount not to exceed 10% of the total maximum compensation as identified in Section Four  
17 (4) of this Agreement, may be made with the written approval of COUNTY'S DSS Director or designee and  
18 CONTRACTOR. Budget line item changes shall not result in any change to the maximum compensation  
19 amount payable to CONTRACTOR, as stated herein.

20 C. CONTRACTOR hereby agrees that changes to the compensation under this  
21 Agreement may be necessitated by a reduction in funding from the State. COUNTY'S DSS Director or  
22 designee may modify the maximum compensation depending on State funding availability, as stated in  
23 Section Four (4) in this Agreement. CONTRACTOR further understands that this Agreement is subject to  
24 any restrictions, limitations or enactments of all legislative bodies which affect the provisions, term or  
25 funding of this Agreement in any manner.

26 8. NON-ASSIGNMENT

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

1           9.     HOLD HARMLESS

2           CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request,  
3 defend the COUNTY, its officers, agents, and employees from any and all costs and expenses  
4 (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to  
5 COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers,  
6 agents, or employees under this Agreement, and from any and all costs and expenses (including  
7 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person,  
8 firm, or corporation who may be injured or damaged by the performance, or failure to perform, of  
9 CONTRACTOR, its officers, agents, or employees under this Agreement.

10          10.    INSURANCE

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

15           A.     Commercial General Liability

16           Commercial General Liability Insurance with limits of not less than Two Million Dollars  
17 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This  
18 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including  
19 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal  
20 liability or any other liability insurance deemed necessary because of the nature of this contract.

21           B.     Automobile Liability

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

25           C.     Professional Liability

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

1 D. Worker's Compensation

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

4 E. Additional Requirements Relating to Insurance

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

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

18 Within Thirty (30) days from the date CONTRACTOR signs and executes this  
19 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for  
20 all of the foregoing policies, as required herein, to the County of Fresno, P.O. Box 1912, Fresno, CA  
21 93718-1219, Attention: Contract Analyst, stating that such insurance coverage have been obtained and  
22 are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for  
23 any premiums on the policies; that for such worker's compensation insurance the CONTRACTOR has  
24 waived its right to recover from the COUNTY, its officers, agents, and employees any amounts paid  
25 under the insurance policy and that waiver does not invalidate the insurance policy; that such  
26 Commercial General Liability insurance names the County of Fresno, its officers, agents and  
27 employees, individually and collectively, as additional insured, but only insofar as the operations under  
28 this Agreement are concerned; that such coverage for additional insured shall apply as primary

1 insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and  
2 employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's  
3 policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty  
4 (30) days advance, written notice given to COUNTY.

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

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

11 11. SUBCONTRACTS

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

19 12. CONFLICT OF INTEREST

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

27 13. RECRUITMENT OF EMPLOYEES AND SERVICES TO CLIENTS

28 CONTRACTOR shall ensure that its employment recruitment efforts, including



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

5 14. LIMITED ENGLISH PROFICIENCY

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

17 15. DRUG-FREE WORKPLACE REQUIREMENTS

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

25 16. STATE ENERGY CONSERVATION

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

1           17.    FRATERNIZATION

2                    CONTRACTOR shall establish procedures addressing fraternization between  
3 CONTRACTOR'S staff and clients. Such procedures will include provisions for informing  
4 CONTRACTOR'S staff and clients regarding fraternization guidelines.

5           18.    INTERPRETATION OF LAWS AND REGULATIONS

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

8           19.    COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

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

12           20.    RECORDS

13                    A. Record Establishment and Maintenance

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

19                    B. Cost Documentation.

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

26                    2) All costs shall be supported by properly executed payrolls, time records,  
27 invoices, vouchers, orders, or any other accounting documents pertaining in whole or in part to this  
28 Agreement and they shall be clearly identified and readily accessible. The support documentation must

1 indicate the line budget account number to which the cost is charged.

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

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

12                   D. Use of Data

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

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

1 incidental to contract administration.

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

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

11  
12           TAX EQUITY AND FISCAL RESPONSIBILITY ACT

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

1           21.    CHILD ABUSE REPORTING

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

10           22.    CHARITABLE CHOICE

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

23           23.    PERSONNEL DISCLOSURE

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

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

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

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

4 D. The names of persons filling the identified positions

5 24. PROHIBITION ON PUBLICITY

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

13 25. PROPERTY OF COUNTY

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

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

1 termination or expiration of this Agreement. CONTRACTOR is responsible for returning to COUNTY all  
2 COUNTY owned fixed assets upon the expiration or termination of this Agreement.

3 26. AUDITS AND INSPECTIONS

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

9 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be  
10 subject to the examination and audit of the Auditor General for a period of three (3) years after final  
11 payment under contract (Government Code Section 8546.7).

12 27. NOTICES

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

15 COUNTY

16 Director  
17 Department of Social Services  
P.O. Box 1912  
Fresno, CA 93718-1912

CONTRACTOR

Executive Director  
Centro La Familia Advocacy Services  
302 Fresno Street, Suite 102  
Fresno, CA 93706

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

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

6 28. CHANGE OF LEADERSHIP/MANAGEMENT

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

13 29. NON-DISCRIMINATION

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

20 30. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

21 The parties to this Agreement shall be in strict conformance with all applicable Federal and  
22 State of California laws and regulations, including but not limited to Sections 5328, 10850, and 14100.2 *et*  
23 *seq.* of the Welfare and Institutions Code, Sections 2.1 and 431.300 *et seq.* of Title 42, Code of Federal  
24 Regulations (CFR), Section 56 *et seq.* of the California Civil Code, and the Health Insurance Portability and  
25 Accountability Act (HIPAA), including but not limited to Section 1320 D *et seq.* of Title 42, United States  
26 Code (USC) and its implementing regulations, including, but not limited to Title 45, CFR, Sections 142, 160,  
27 162, and 164, The Health Information Technology for Economic and Clinical Health Act (HITECH)  
28 regarding the confidentiality and security of patient information, and the Genetic Information



1 Nondiscrimination Act (GINA) of 2008 regarding the confidentiality of genetic information.

2 31. GOVERNING LAW

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

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

7 32. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

11 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing  
12 transactions that they are a party to while CONTRACTOR is providing goods or performing services under  
13 this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party  
14 and in which one or more of its directors has a material financial interest. Members of the Board of  
15 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a  
16 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit D and incorporated herein by  
17 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or  
18 immediately thereafter.

19 33. SEVERABILITY

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

22 34. ENTIRE AGREEMENT

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

27 ///

28 ///

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

4 CONTRACTOR  
CENTRO LA FAMILIA ADVOCACY  
5 SERVICES, INC.

6 Bob Solis  
(Authorized Signature)

7 Bob Solis  
8 Print Name

9 Bob Solis  
10 Chairman of the Board, or President, or  
any Vice President

11 Linda Bruman  
12 (Authorized Signature)

13 Linda Bruman  
14 Print Name

15 Finance Officer  
16 Title (Secretary of Corporation, or Chief  
17 Financial Officer/Treasurer, or any  
Assistant Secretary or Treasurer)

18 Mailing Address  
19 Centro La Familia Advocacy Services, Inc.  
302 Fresno Street, Suite 102  
20 Fresno, CA 93706  
Phone No. (559) 237-2961

23 FOR ACCOUNTING USE ONLY:

24 Fund/Subclass: 0001/10000  
25 ORG No.: 56107001  
Account No.: 7870/0

26 DEN/vm  
27  
28

COUNTY OF FRESNO

Nathan Magsig  
Nathan Magsig, Chairman of the Board of  
Supervisors of the County of Fresno

ATTEST:

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

### **SUMMARY OF SERVICES**

ORGANIZATION: Centro La Familia Advocacy Services  
ADDRESS: 302 Fresno Street, Fresno, CA 93706  
SERVICES: Trafficking and Crime Victims Assistance Program (TCVAP)  
TELEPHONE: 559-237-2961  
CONTACT: Margarita Rocha, Executive Director  
EMAIL: [Mrocha@centrolafamilia.org](mailto:Mrocha@centrolafamilia.org)  
CONTRACT PERIOD: July 1, 2019 – June 30, 2022, with two (2) possible one (1) year extensions  
CONTRACT AMOUNT: \$709,029 annually

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#### **PROGRAM DESCRIPTION**

Centro La Familia (CONTRACTOR) will provide services to non-citizen victims of Human Trafficking, Domestic Violence and Other Serious Crimes through the annual Trafficking and Crime Victims Assistance Program (TCVAP) allocation provided by the California Department of Social Services.

#### **TARGET POPULATION**

CONTRACTOR shall serve all non-citizen victims of human trafficking, domestic violence, and other serious crimes, residing throughout Fresno County that may be eligible under Senate Bill (SB) 1569 funding requirements. The majority of the population to be served is anticipated to be non-English speaking and will come to CONTRACTOR via referrals from the judicial system, other community based organizations or local law enforcement agencies, and/or as a result of outreach efforts.

#### **CONTRACTOR RESPONSIBILITIES**

##### **Services**

Contractor shall provide an array of services that include, but not be limited to, the following:

1. Acculturation supports;
2. Child custody assistance to obtain restraining/child custody orders through preparation of the formal declaration and other necessary court forms;
3. Court accompaniment to proceedings;
4. Employment supports;
5. Family support/unification and child care needs;
6. Housing assistance that includes: tenant/landlord issues such as eviction processes and unlawful detainers; security deposits; relocation assistance; voiding of lease without negative repercussions;

7. Immigration assistance that includes: processing of the application and gathering of information on citizenship requirements and the processing and submittal of information that is needed to obtain a T-Visa, U-Visa, green card or other immigration identification as needed;
8. Interpretation/translation of a formal declaration, court forms, phone calls, etc., for monolingual (e.g. Spanish speaking, Hmong, etc.) individuals;
9. Medical needs;
10. Mental health services;
11. Public assistance benefits (e.g. Medi-Cal, Food Stamps, General Relief, etc.);
12. Legal assistance; and
13. Restraining orders.

#### Administrative Requirements

1. CONTRACTOR will sufficiently document services, and use the FDM tool to track participant progress, in addition to other tracking methods.
2. CONTRACTOR will attend program and contract meetings coordinated by DSS.
3. CONTRACTOR will complete and submit monthly activity reports in a manner determined by DSS.
4. CONTRACTOR will obtain DSS written approval before making any capital improvements or purchases of equipment or fixtures costing more than \$5,000.
5. CONTRACTOR will provide DSS a copy of any executed MOU between CONTRACTOR and any of its subcontractors, as well as a copy of each subcontractor's budget.
6. CONTRACTOR will provide DSS a copy of any MOU amendment or budget modification agreed upon by Contractor and subcontractor. The use of a subcontractor shall not entitle CONTRACTOR to any additional compensation that is provided for under this Agreement.
7. CONTRACTOR will obtain DSS written approval prior to any change in service location.
8. CONTRACTOR agrees existing services funded from other sources are considered in-kind for this agreement.
9. CONTRACTOR will provide annual Civil Rights training to their staff in the first quarter of every calendar year and will provide relevant proof to DSS by April 1, for each year of the contract.

#### Use of Subcontracts

Contractor intends to subcontract with the following organizations for specified services:

1. Fresno Economic Opportunities Commission
2. Integral Community Solutions Institute
3. Matrix Outcomes Model
4. The Rios Company
5. Univision 21
6. ABC 30

**COUNTY RESPONSIBILITIES**

1. Designate a contact person for CONTRACTOR to communicate with when necessary.
2. Assist individuals referred to COUNTY by CONTRACTOR seeking specific public assistance programs.
3. Meet with CONTRACTOR monthly, or as often as needed, to exchange pertinent information, resolve problems, and work collaboratively to coordinate services.

**GOALS AND OUTCOMES**

Identified outcomes, listed below, are based on current statutes and regulations. Should those statutes or regulations be revised during the term of this Agreement, requiring the outcomes be revised, the outcomes listed below will be modified by mutual written consent of the Department of Social Services (DSS) Director, or designee, and the CONTRACTOR during the contract term. CONTRACTOR will report outcomes in a method determined by DSS.

**Goals**

<b>Activities</b>	<b>Objectives</b>	<b>Target</b>	<b>Measurement</b>
Direct Services	Ensure delivery of quality services to noncitizen victims/survivors of trafficking, domestic violence, and serious crimes over the course of the project.	Provide services to 500 unduplicated individuals/families over the course of the project.	Case Documentation
Linkage to Services	Track client referrals to DSS.	Link clients to DSS and other community services as needed.	Case Notes
Case Management	Continue to provide case management of existing clients.	Provide case management services to 600 TCVAP clients.	Quarterly Reports
Community Outreach	Conduct targeted outreach to increase service awareness among likely victims and the broader community	Participate in 100 community events during the five year agreement.	Sign-in Sheets Quarterly Reports
Professional Collaboration	Increase awareness among professionals.	Provide TCVAP information through a minimum of 25 small group presentations to professionals during the five year agreement.	Sign-in Sheets Quarterly Reports
Presentations to Community	Increase awareness among community.	Provide TCVAP information through a minimum of 25 small group presentations to community during the five year agreement.	Sign-in Sheets Quarterly Reports

Outcomes

Category	Indicator	Intervention	Percentage: Clients Report Stable
Access to Services	Access to Transportation	Reduce transportation barriers for families by providing bus passes so clients can attend appointments at CLFA, DSS, and other appointments related to services. Link clients to transportation service programs so that they can attend medical, service provider and/or legal appointments.	60%
Access to Services	Community Resource Knowledge	Link clients to public benefits and education about their rights and benefits. Educate clients on their rights of various issues including victim advocacy, immigration, parenting, and others.	40%
Child Safety	Risk of Emotional or Sexual Abuse	Clients will be provided or linked with culturally and linguistically relevant services that can include support groups, workshops, peer support, and other services. Clients receive intervention for sexual assault that include orders of protection, court accompaniment and safety planning services.	75%
Children's Physical and Mental Health	Appropriate Development	Parents will raise their awareness of their child's development by enhancing their understanding of their child's physical, social, emotional, and cognitive needs. Parents will learn the importance of positive interaction, home environments and learning through play; helping parents make sound decisions concerning their children's growth and nurture their children's behavior.	75%
Family Communication	Family Communication Skills	Clients will be linked to mental health support services and parenting education to promote positive family interaction.	70%
Family Relations	Domestic Violence	Provide advocacy support services to non-citizen victims, of human trafficking, domestic violence and other serious crimes, including safety planning and court accompaniment.	75%
Health and Safety	Health Insurance	Link clients into health insurance coverage.	40%

Immigration	Immigration Status	Victims will receive assistance with immigration in U-Visa or T-Visa petitions, Adjustment of Status or VAWA petitions.	60%
Immigration	Literacy	Link clients to ESL classes or other types of literacy.	35%
Life Value	Emotional Wellbeing Sense of Life Value	Client will receive mental health support through linkages to DBH, ICSI and others to receive individual, family, adolescent, and adult counseling sessions as well as offered CLFA support services: ne-on-ones, support groups, and workshops.	70%
Parent Child Relationship	Parenting Skills	Provide/link parenting education support to families through parenting classes, home visits, advisory forums and parent-child groups. In turn parents will raise their resiliency; increase their parenting education skills; and their ability to respond to stressful situations in productive ways.	65%
Shelter	Home Environment	Work with families to address their home environments and help them set goals to improve their situations through advocacy support, linkages, victim services (if needed), mental health support and parenting education.	75%
Spiritual Realm	Purpose for Life	Clients will receive mental health support through linkages to DBH, ICSI, as well as one-on-ones, support groups, and workshops.	40%

<b>BUDGET EXPENSE CATEGORY DESCRIPTIONS</b>		
<b>July 1, 2019 - June 30, 2020</b>		
<b>NAME OF ORGANIZATION:</b>	Trafficking and Crime Victims Assistance Program (TCVAP)	
<b>NAME OF PROJECT:</b>	Centro La Familia Advocacy Services, Inc.	
<b>BUDGET SUMMARY - FY 19-20 (7/1/19 - 6/30/20)</b>		
<b>Budget Categories</b>	<b>Account Number</b>	<b>TOTAL BUDGET</b>
<b><u>SALARIES &amp; BENEFITS</u></b>		
Personnel Salaries	0100	\$416,768
Payroll Taxes	0150	\$35,377
Benefits	0200	\$46,313
<b>Subtotal.....</b>		<b>\$498,458</b>
<b><u>SERVICES &amp; SUPPLIES</u></b>		
		Budgeted Amount
Insurance	0250	\$ 6,400
Communications	0300	\$ 7,001
Office Expense	0350	\$ 7,960
Equipment	0400	\$ 3,438
Facilities	0450	\$ 17,223
Travel Costs	0500	\$ 11,040
Program Supplies	0550	\$ 19,680
Consultancy/Subcontracts	0600	\$ 73,800
Fiscal & Audits	0650	\$ 14,040
Training	0660	\$ -
Indirect Costs	0700	\$ 49,989
<b>Subtotal.....</b>		<b>\$ 210,571</b>
<b>TOTAL (Salaries/Benefits &amp; Services/Supplies)</b>		<b>\$709,029</b>



**NAME OF ORGANIZATION:** Trafficking and Crime Victims Assistance Program (TCVAP)

**NAME OF PROJECT:** Centro La Familia Advocacy Services, Inc.

PERSONNEL/SALARIES:

<b>Title/Position</b>	<b>No. of FTE</b>	<b>Months Employed</b>	<b>Monthly Wage</b>	<b>Funds Requested</b>
Executive Director	15%	12	\$10,417.00	\$18,751.00
Deputy Director/Program Director	65%	12	\$7,667.67	\$59,800.00
Advocate 1	100%	12	\$4,000.00	\$48,000.00
Advocate 2	100%	12	\$4,000.00	\$48,000.00
Advocate 3	100%	12	\$4,000.00	\$48,000.00
Advocate 4	100%	12	\$4,000.00	\$48,000.00
Advocate 5	100%	12	\$4,000.00	\$48,000.00
Data Clerk	50%	12	\$3,000.00	\$18,000.00
Intake Clerk	50%	12	\$2,690.00	\$16,140.00
Operations Director	50%	12	\$5,167.00	\$31,002.00
Administrative Assistant	75%	12	\$3,675.00	\$33,075.00

**SALARIES TOTAL**

**\$416,768**

PAYROLL TAXES

Percentage

1 FICA 7.65% \$31,883

2 SUI/SDI 6.20% \$3,494

Total Payroll Taxes

**\$35,377**

EMPLOYEE BENEFITS:

1 Health Insurance \$33,810

2 Retirement \$12,503

Total Employee Benefits

**\$46,313**

TOTAL (Personnel Salaries, Payroll Taxes & Benefits)

**\$498,458**

<b>BUDGET EXPENSE CATEGORY DESCRIPTIONS</b>		
July 1, 2019 to June 30, 2020		
<b>NAME OF ORGANIZATION: Centro La Familia Advocacy Services, Inc.</b>		
<b>NAME OF PROJECT: Trafficking and Crime Victims Assistance Program (TCVAP)</b>		
Account Number	Expense Category Descriptions	Account Total
0100	Salaries	\$416,768
0150	Payroll Taxes	\$35,377
0151	FICA	
0152	SUI	
0154	Payroll Other	
0200	Benefits	\$46,313
	Health Insurance & Retirement	
0250	Insurance	\$6,400
	Liability Insurance	
	Workers Compensation	
0300	Communications	\$7,001
	Tele/Communications/Data Lines	
0350	Office Expense	\$7,960
	Office Supplies	
	Printing/Postage/Reproduction	
0400	Equipment	\$3,438
	Equipment Maintenance	
0450	Facilities	\$17,223
	Facilities Maintenance/Utilities	
0500	Travel Costs	\$11,040
	Mileage	
0550	Program Supplies	\$19,680
	Program Supplies	
0600	Consultancy/Subcontracts	\$73,800
	Subcontracts	
0650	Fiscal & Audits	\$14,040
	Financial Services/Audit Services	
0660	Training	
0700	Indirect Costs	\$49,989
	7.585 % of total direct cost	
<b>Budget Total</b>		<b>\$709,029</b>

**BUDGET EXPENSE CATEGORY DESCRIPTIONS**

**July 1, 2020 - June 30, 2021**

**NAME OF ORGANIZATION:** Trafficking and Crime Victims Assistance Program (TCVAP)  
**NAME OF PROJECT:** Centro La Familia Advocacy Services, Inc.

**BUDGET SUMMARY - FY 20-21 (7/1/20 - 6/30/21)**

Budget Categories	Account Number	TOTAL BUDGET
<b><u>SALARIES &amp; BENEFITS</u></b>		
Personnel Salaries	0100	\$416,768
Payroll Taxes	0150	\$35,377
Benefits	0200	\$46,313
<b>Subtotal.....</b>		<b>\$498,458</b>
<b><u>SERVICES &amp; SUPPLIES</u></b>		Budgeted Amount
Insurance	0250	\$ 6,400
Communications	0300	\$ 7,001
Office Expense	0350	\$ 7,960
Equipment	0400	\$ 3,438
Facilities	0450	\$ 17,223
Travel Costs	0500	\$ 11,040
Program Supplies	0550	\$ 19,680
Consultancy/Subcontracts	0600	\$ 73,800
Fiscal & Audits	0650	\$ 14,040
Training	0660	\$ -
Indirect Costs	0700	\$ 49,989
<b>Subtotal.....</b>		<b>\$ 210,571</b>
<b>TOTAL (Salaries/Benefits &amp; Services/Supplies)</b>		<b>\$709,029</b>

**NAME OF ORGANIZATION:** Trafficking and Crime Victims Assistance Program (TCVAP)

**NAME OF PROJECT:** Centro La Familia Advocacy Services, Inc.

PERSONNEL/SALARIES:

<b>Title/Position</b>	<b>No. of FTE</b>	<b>Months Employed</b>	<b>Monthly Wage</b>	<b>Funds Requested</b>
Executive Director	15%	12	\$10,417.00	\$18,751.00
Deputy Director/Program Director	65%	12	\$7,667.67	\$59,800.00
Advocate 1	100%	12	\$4,000.00	\$48,000.00
Advocate 2	100%	12	\$4,000.00	\$48,000.00
Advocate 3	100%	12	\$4,000.00	\$48,000.00
Advocate 4	100%	12	\$4,000.00	\$48,000.00
Advocate 5	100%	12	\$4,000.00	\$48,000.00
Data Clerk	50%	12	\$3,000.00	\$18,000.00
Intake Clerk	50%	12	\$2,690.00	\$16,140.00
Operations Director	50%	12	\$5,167.00	\$31,002.00
Administrative Assistant	75%	12	\$3,675.00	\$33,075.00

**SALARIES TOTAL** \$416,768

<u>PAYROLL TAXES</u>	Percentage	
1 FICA	7.65%	\$31,883
2 SUI/SDI	6.20%	\$3,494
Total Payroll Taxes		<u>\$35,377</u>

<u>EMPLOYEE BENEFITS:</u>	
1 Health Insurance	\$33,810
2 Retirement	\$12,503
Total Employee Benefits	<u>\$46,313</u>
TOTAL (Personnel Salaries, Payroll Taxes & Benefits)	<u><u>\$498,458</u></u>

**BUDGET EXPENSE CATEGORY DESCRIPTIONS**

July 1, 2020 to June 30, 2021

**NAME OF ORGANIZATION:** Centro La Familia Advocacy Services, Inc.

**NAME OF PROJECT:** Trafficking and Crime Victims Assistance Program (TCVAP)

Account Number	Expense Category Descriptions	Account Total
0100	Salaries	\$416,768
0150	Payroll Taxes	\$35,377
0151	FICA	
0152	SUI	
0154	Payroll Other	
0200	Benefits	\$46,313
	Health Insurance & Retirement	
0250	Insurance	\$6,400
	Liability Insurance	
	Workers Compensation	
0300	Communications	\$7,001
	Tele/Communications/Data Lines	
0350	Office Expense	\$7,960
	Office Supplies	
	Printing/Postage/Reproduction	
0400	Equipment	\$3,438
	Equipment Maintenance	
0450	Facilities	\$17,223
	Facilities Maintenance/Utilities	
0500	Travel Costs	\$11,040
	Mileage	
0550	Program Supplies	\$19,680
	Program Supplies	
0600	Consultancy/Subcontracts	\$73,800
	Subcontracts	
0650	Fiscal & Audits	\$14,040
	Financial Services/Audit Services	
0660	Training	
0700	Indirect Costs	\$49,989
	7.585 % of total direct cost	
<b>Budget Total</b>		<b>\$709,029</b>

**BUDGET EXPENSE CATEGORY DESCRIPTIONS**

**July 1, 2021 - June 30, 2022**

**NAME OF ORGANIZATION:** Trafficking and Crime Victims Assistance Program (TCVAP)  
**NAME OF PROJECT:** Centro La Familia Advocacy Services, Inc.

**BUDGET SUMMARY - FY 21-22 (7/1/21 - 6/30/22)**

Budget Categories	Account Number	TOTAL BUDGET
<b><u>SALARIES &amp; BENEFITS</u></b>		
Personnel Salaries	0100	\$416,768
Payroll Taxes	0150	\$35,377
Benefits	0200	\$46,313
<b>Subtotal.....</b>		<b>\$498,458</b>
<b><u>SERVICES &amp; SUPPLIES</u></b>		Budgeted Amount
Insurance	0250	\$ 6,400
Communications	0300	\$ 7,001
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Fiscal & Audits	0650	\$ 14,040
Training	0660	\$ -
Indirect Costs	0700	\$ 49,989
<b>Subtotal.....</b>		<b>\$ 210,571</b>
<b>TOTAL (Salaries/Benefits &amp; Services/Supplies)</b>		<b>\$709,029</b>

**NAME OF ORGANIZATION:** Trafficking and Crime Victims Assistance Program (TCVAP)

**NAME OF PROJECT:** Centro La Familia Advocacy Services, Inc.

PERSONNEL/SALARIES:

Title/Position	No. of FTE	Months Employed	Monthly Wage	Funds Requested
Executive Director	15%	12	\$10,417.00	\$18,751.00
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Intake Clerk	50%	12	\$2,690.00	\$16,140.00
Operations Director	50%	12	\$5,167.00	\$31,002.00
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**SALARIES TOTAL** \$416,768

PAYROLL TAXES

Percentage

1 FICA	7.65%	\$31,883
2 SUI/SDI	6.20%	\$3,494

Total Payroll Taxes \$35,377

EMPLOYEE BENEFITS:

1 Health Insurance \$33,810

2 Retirement \$12,503

Total Employee Benefits \$46,313

TOTAL (Personnel Salaries, Payroll Taxes & Benefits) \$498,458

**BUDGET EXPENSE CATEGORY DESCRIPTIONS**

July 1, 2021 to June 30, 2022

**NAME OF ORGANIZATION:** Centro La Familia Advocacy Services, Inc.

**NAME OF PROJECT:** Trafficking and Crime Victims Assistance Program (TCVAP)

Account Number	Expense Category Descriptions	Account Total
0100	Salaries	\$416,768
0150	Payroll Taxes	\$35,377
0151	FICA	
0152	SUI	
0154	Payroll Other	
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	Program Supplies	
0600	Consultancy/Subcontracts	\$73,800
	Subcontracts	
0650	Fiscal & Audits	\$14,040
	Financial Services/Audit Services	
0660	Training	
0700	Indirect Costs	\$49,989
	7.585 % of total direct cost	
<b>Budget Total</b>		<b>\$709,029</b>



**BUDGET EXPENSE CATEGORY DESCRIPTIONS**

**July 1, 2022 - June 30, 2023**

**NAME OF ORGANIZATION:** Trafficking and Crime Victims Assistance Program (TCVAP)  
**NAME OF PROJECT:** Centro La Familia Advocacy Services, Inc.

**BUDGET SUMMARY - FY 22-23 (7/1/22 - 6/30/23)**

Budget Categories	Account Number	TOTAL BUDGET
<b><u>SALARIES &amp; BENEFITS</u></b>		
Personnel Salaries	0100	\$416,768
Payroll Taxes	0150	\$35,377
Benefits	0200	\$46,313
<b>Subtotal.....</b>		<b>\$498,458</b>
<b><u>SERVICES &amp; SUPPLIES</u></b>		
		Budgeted Amount
Insurance	0250	\$ 6,400
Communications	0300	\$ 7,001
Office Expense	0350	\$ 7,960
Equipment	0400	\$ 3,438
Facilities	0450	\$ 17,223
Travel Costs	0500	\$ 11,040
Program Supplies	0550	\$ 19,680
Consultancy/Subcontracts	0600	\$ 73,800
Fiscal & Audits	0650	\$ 14,040
Training	0660	\$ -
Indirect Costs	0700	\$ 49,989
<b>Subtotal.....</b>		<b>\$ 210,571</b>
<b>TOTAL (Salaries/Benefits &amp; Services/Supplies)</b>		<b>\$709,029</b>

**NAME OF ORGANIZATION:** Trafficking and Crime Victims Assistance Program (TCVAP)

**NAME OF PROJECT:** Centro La Familia Advocacy Services, Inc.

PERSONNEL/SALARIES:

Title/Position	No. of FTE	Months Employed	Monthly Wage	Funds Requested
Executive Director	15%	12	\$10,417.00	\$18,751.00
Deputy Director/Program Director	65%	12	\$7,667.67	\$59,800.00
Advocate 1	100%	12	\$4,000.00	\$48,000.00
Advocate 2	100%	12	\$4,000.00	\$48,000.00
Advocate 3	100%	12	\$4,000.00	\$48,000.00
Advocate 4	100%	12	\$4,000.00	\$48,000.00
Advocate 5	100%	12	\$4,000.00	\$48,000.00
Data Clerk	50%	12	\$3,000.00	\$18,000.00
Intake Clerk	50%	12	\$2,690.00	\$16,140.00
Operations Director	50%	12	\$5,167.00	\$31,002.00
Administrative Assistant	75%	12	\$3,675.00	\$33,075.00

**SALARIES TOTAL** \$416,768

PAYROLL TAXES

Percentage

1 FICA	7.65%	\$31,883
2 SUI/SDI	6.20%	\$3,494

Total Payroll Taxes \$35,377

EMPLOYEE BENEFITS:

1 Health Insurance	\$33,810
2 Retirement	\$12,503

Total Employee Benefits \$46,313

TOTAL (Personnel Salaries, Payroll Taxes & Benefits) \$498,458

**BUDGET EXPENSE CATEGORY DESCRIPTIONS**

July 1, 2022 to June 30, 2023

**NAME OF ORGANIZATION:** Centro La Familia Advocacy Services, Inc.

**NAME OF PROJECT:** Trafficking and Crime Victims Assistance Program (TCVAP)

Account Number	Expense Category Descriptions	Account Total
0100	Salaries	\$416,768
0150	Payroll Taxes	\$35,377
0151	FICA	
0152	SUI	
0154	Payroll Other	
0200	Benefits	\$46,313
	Health Insurance & Retirement	
0250	Insurance	\$6,400
	Liability Insurance	
	Workers Compensation	
0300	Communications	\$7,001
	Tele/Communications/Data Lines	
0350	Office Expense	\$7,960
	Office Supplies	
	Printing/Postage/Reproduction	
0400	Equipment	\$3,438
	Equipment Maintenance	
0450	Facilities	\$17,223
	Facilities Maintenance/Utilities	
0500	Travel Costs	\$11,040
	Mileage	
0550	Program Supplies	\$19,680
	Program Supplies	
0600	Consultancy/Subcontracts	\$73,800
	Subcontracts	
0650	Fiscal & Audits	\$14,040
	Financial Services/Audit Services	
0660	Training	
0700	Indirect Costs	\$49,989
	7.585 % of total direct cost	
<b>Budget Total</b>		<b>\$709,029</b>

**BUDGET EXPENSE CATEGORY DESCRIPTIONS**

**July 1, 2023 - June 30, 2024**

**NAME OF ORGANIZATION:** Trafficking and Crime Victims Assistance Program (TCVAP)  
**NAME OF PROJECT:** Centro La Familia Advocacy Services, Inc.

**BUDGET SUMMARY - FY 23-24 (7/1/23 - 6/30/24)**

Budget Categories	Account Number	TOTAL BUDGET
<b><u>SALARIES &amp; BENEFITS</u></b>		
Personnel Salaries	0100	\$416,768
Payroll Taxes	0150	\$35,377
Benefits	0200	\$46,313
<b>Subtotal.....</b>		<b>\$498,458</b>
<b><u>SERVICES &amp; SUPPLIES</u></b>		Budgeted Amount
Insurance	0250	\$ 6,400
Communications	0300	\$ 7,001
Office Expense	0350	\$ 7,960
Equipment	0400	\$ 3,438
Facilities	0450	\$ 17,223
Travel Costs	0500	\$ 11,040
Program Supplies	0550	\$ 19,680
Consultancy/Subcontracts	0600	\$ 73,800
Fiscal & Audits	0650	\$ 14,040
Training	0660	\$ -
Indirect Costs	0700	\$ 49,989
<b>Subtotal.....</b>		<b>\$ 210,571</b>
<b>TOTAL (Salaries/Benefits &amp; Services/Supplies)</b>		<b>\$709,029</b>

**NAME OF ORGANIZATION:** Trafficking and Crime Victims Assistance Program (TCVAP)

**NAME OF PROJECT:** Centro La Familia Advocacy Services, Inc.

PERSONNEL/SALARIES:

Title/Position	No. of FTE	Months Employed	Monthly Wage	Funds Requested
Executive Director	15%	12	\$10,417.00	\$18,751.00
Deputy Director/Program Director	65%	12	\$7,667.67	\$59,800.00
Advocate 1	100%	12	\$4,000.00	\$48,000.00
Advocate 2	100%	12	\$4,000.00	\$48,000.00
Advocate 3	100%	12	\$4,000.00	\$48,000.00
Advocate 4	100%	12	\$4,000.00	\$48,000.00
Advocate 5	100%	12	\$4,000.00	\$48,000.00
Data Clerk	50%	12	\$3,000.00	\$18,000.00
Intake Clerk	50%	12	\$2,690.00	\$16,140.00
Operations Director	50%	12	\$5,167.00	\$31,002.00
Administrative Assistant	75%	12	\$3,675.00	\$33,075.00

**SALARIES TOTAL** \$416,768

PAYROLL TAXES

Percentage

1 FICA	7.65%	\$31,883
2 SUI/SDI	6.20%	\$3,494

Total Payroll Taxes \$35,377

EMPLOYEE BENEFITS:

1 Health Insurance	\$33,810
2 Retirement	\$12,503

Total Employee Benefits \$46,313

TOTAL (Personnel Salaries, Payroll Taxes & Benefits) \$498,458

**BUDGET EXPENSE CATEGORY DESCRIPTIONS**

July 1, 2023 to June 30, 2024

**NAME OF ORGANIZATION:** Centro La Familia Advocacy Services, Inc.

**NAME OF PROJECT:** Trafficking and Crime Victims Assistance Program (TCVAP)

Account Number	Expense Category Descriptions	Account Total
0100	Salaries	\$416,768
0150	Payroll Taxes	\$35,377
0151	FICA	
0152	SUI	
0154	Payroll Other	
0200	Benefits Health Insurance & Retirement	\$46,313
0250	Insurance Liability Insurance Workers Compensation	\$6,400
0300	Communications Tele/Communications/Data Lines	\$7,001
0350	Office Expense Office Supplies Printing/Postage/Reproduction	\$7,960
0400	Equipment	\$3,438
	Equipment Maintenance	
0450	Facilities Facilities Maintenance/Utilities	\$17,223
0500	Travel Costs Mileage	\$11,040
0550	Program Supplies Program Supplies	\$19,680
0600	Consultancy/Subcontracts Subcontracts	\$73,800
0650	Fiscal & Audits Financial Services/Audit Services	\$14,040
0660	Training	
0700	Indirect Costs 7.585 % of total direct cost	\$49,989
<b>Budget Total</b>		<b>\$709,029</b>

**NOTICE OF CHILD ABUSE REPORTING LAW**

The undersigned hereby acknowledges that Penal Code section 11166 and the contractual obligations between County of Fresno (COUNTY) and **Centro La Familia Advocacy Services, Inc.** related to provision of emergency shelter care services for COUNTY's dependent children, requires that the undersigned report all known or suspected child abuse or neglect to one or more of the agencies set forth in Penal Code (P.C.) section (§) 11165.9.

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

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

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

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

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

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

## 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).



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