#### AGREEMENT

THIS AGREEMENT is made and entered into this 3<sup>rd</sup> day of May 2022, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and ASPIRANET, a California non-profit corporation, whose address is 1320 E. Shaw Avenue, Suite 140, Fresno, CA 93710, hereinafter referred to as "SUBRECIPIENT".

#### WITNESSETH:

WHEREAS, pursuant to the provisions of 42 United States Code Section 629, et seq. ("Promoting Safe and Stable Families"), COUNTY, on behalf of its' Department of Social Services (DSS), desires to participate in and find Adoption Support and Preservation services to support resource parents and children who are either in a plan of adoption or who have finalized adoptions, particularly those who are in crisis and/or are at risk of placement disruption; and

WHEREAS, COUNTY, desires to promote adoptions from foster care and decrease the likelihood of post-adoption placement disruption through strengthening family functioning and stability, and supporting child safety and wellbeing; and

WHEREAS, SUBRECIPIENT is willing and able to provide pre- and post-adoption services needed by COUNTY, pursuant to the terms of this Agreement;

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

#### 1. SUBRECIPIENT'S OBLIGATIONS

SUBRECIPIENT shall perform all services as set forth in Exhibit A, Summary of Services, attached hereto and incorporated herein by this reference. SUBRECIPIENT shall provide specified services and activities pursuant to the staffing patterns and program expenses detailed in Exhibit B, Budget Summary, attached hereto and incorporated herein by this reference.

#### 2. TERM

The term of this Agreement shall commence on July 1, 2022 through and including June 30, 2025. This Agreement may be extended for two (2) additional, consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The Director of the Department of Social Services (DSS) or his or her

designee is authorized to execute such written approval on behalf of COUNTY based on SUBRECIPIENT's satisfactory performance.

#### 3. TERMINATION

#### A. Non-Allocation of Funds

The terms of this Agreement, and the services to be provided hereunder, are contingent on 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 SUBRECIPIENT thirty (30) days advance written notice.

#### B. Breach of Contract

The COUNTY 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;
- A substantially incorrect or incomplete report submitted to the COUNTY;
   or
- 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 SUBRECIPIENT. 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 SUBRECIPIENT the repayment to the COUNTY of any funds disbursed to the SUBRECIPIENT under this Agreement, which in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The SUBRECIPIENT shall promptly refund any such funds upon demand.

# C. Without Cause

Under circumstances other than those set forth above, this Agreement may be terminated by SUBRECIPIENT, COUNTY or COUNTY's DSS Director or designee, upon the giving of thirty (30) days advance written notice of an intention to terminate this Agreement.

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# 4. COMPENSATION

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

In no event shall compensation paid for services performed under this Agreement be in excess of One Million Three Hundred Six Thousand Seven Hundred Fifty-Five Dollars (\$1,306,755) during the term of this Agreement. For each 12-month period, in no event shall compensation paid for services performed under this Agreement be in excess of Two Hundred Sixty-One Thousand Three Hundred Fifty-One Dollars (\$261,351).

It is understood that all expenses incidental to SUBRECIPIENT's performance of services under this Agreement shall be borne by SUBRECIPIENT. If SUBRECIPIENT should fail to comply with any provision of the Agreement, COUNTY shall be relieved of its obligation for further compensation. Any compensation which is not expended by SUBRECIPIENT pursuant to the terms and conditions of this Agreement shall automatically revert to COUNTY.

The services provided by the SUBRECIPIENT under this Agreement are funded in whole or in part by the State of California and the United States Federal government. In the event that funding for these services is delayed by the State Controller or the Federal government, COUNTY may defer payment to SUBRECIPIENT. The amount of the deferred payment shall not exceed the amount of funding delayed to the COUNTY. The period of time of the deferral by COUNTY shall not exceed the period of time of the State Controller's or Federal government's delay of payment to COUNTY plus forty-five (45) days.

# 5. <u>INVOICING</u>

expenditures incurred and services rendered in the previous month to:

<u>DSSInvoices@fresnocountyca.gov</u>. Payments by COUNTY's DSS shall be in arrears for actual services provided during the preceding month, within forty-five (45) days after receipt, verification, and approval of SUBRECIPIENT's invoices by COUNTY's DSS. A monthly activity report shall accompany the invoice, reflecting services supported by the invoiced expenditures and be in a form and in such detail as acceptable to the COUNTY's DSS. All final claims for funding shall be submitted by SUBRECIPIENT

SUBRECIPIENT shall invoice COUNTY's DSS in arrears by the tenth (10th) of each month for

 within sixty (60) days following the final month of services. At the discretion of COUNTY's DSS Director or his/her designee, COUNTY's DSS may deny payment of any invoice received more than sixty (60) days following the final month of services.

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

# 6. MODIFICATION

- A. Any matters of this Agreement may be modified from time to time by the written consent of SUBRECIPIENT and COUNTY without, in any way, affecting the remainder.
- B. Notwithstanding the above, changes to line items in Exhibit B, Budget Summary, in an amount not to exceed 10% of the annual maximum compensation payable to SUBRECIPIENT as identified in Section Four (4) of this Agreement, may be made with the written approval of COUNTY's DSS Director or designee and SUBRECIPIENT. Budget line-item changes shall not result in any change to the annual maximum compensation amount payable to SUBRECIPIENT, as stated herein.
- C. SUBRECIPIENT agrees that reductions to the maximum compensation set forth in Section Four (4) of this Agreement may be necessitated by a reduction in funding from State or Federal sources. Any such reduction to the maximum compensation may be made with the written approval of COUNTY's DSS Director or designee and SUBRECIPIENT. SUBRECIPIENT further understands that this Agreement is subject to any restrictions, limitations, or enactments of all legislative bodies which affect the provisions, term, or funding of this agreement in any manner.
- D. Minor changes to the Scope of Services, identified in this Agreement, may be made with the mutual written approval of COUNTY's DSS Director or designee and SUBRECIPIENT.

  Minor changes may include, but are not limited to changes that will not significantly alter the

responsibilities identified in Section One (1) and Exhibit A. Any changes to the services shall not result in any change to the maximum compensation.

# 7. <u>INDEPENDENT CONTRACTOR</u>

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

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

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

# 8. HOLD HARMLESS AND INDEMNIFICATION

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

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corporation who may be injured or damaged by the performance, or failure to perform, of SUBRECIPIENT, its officers, agents, or employees under this Agreement.

The provisions of this Section Eight (8) shall survive termination of this Agreement.

#### 9. INSURANCE

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

#### A. Commercial General Liability

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

# B. Automobile Liability

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

#### C. Professional Liability

If SUBRECIPIENT employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. SUBRECIPIENT agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

#### D. <u>Worker's Compensation</u>

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

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Sexual abuse/molestation liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) annual aggregate. This policy shall be issued on a per occurrence basis.

#### F. Additional Requirements Relating to Insurance

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

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

Within Thirty (30) days from the date SUBRECIPIENT signs and executes this Agreement, SUBRECIPIENT shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, DSSContractInsurance@fresnocountyca.gov, Attention: Contract Analyst, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that for such worker's compensation insurance the SUBRECIPIENT has waived its right to recover from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only

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

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

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

# 10. ASSIGNMENT AND SUBCONTRACTS

Neither party shall assign, transfer, or subcontract this Agreement nor their rights or duties under this Agreement without the prior written consent of the other party. Any transferee, assignee or subcontractor will be subject to all applicable provisions of this Agreement, and all applicable State and Federal regulations. SUBRECIPIENT shall be held primarily responsible by COUNTY for the performance of any transferee, assignee or subcontractor unless otherwise expressly agreed to in writing by COUNTY. The use of subcontractor by SUBRECIPIENT shall not entitle SUBRECIPIENT to any additional compensation than is provided for under this Agreement.

# 11. CONFLICT OF INTEREST

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

# 12. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

### 13. <u>NON-DISCRIMINATION</u>

During the performance of this Agreement, SUBRECIPIENT and its officers, employees, agents and subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee or applicant for employment, or recipient of services under this Agreement, because of ethnic group identification, gender, gender identity, gender expression, sexual orientation, color, physical disability, mental disability, medical condition, national origin, race, ancestry, marital status, religion, or religious creed.

#### A. Domestic Partners and Gender Identity

For State fund-funded contracts of \$100,000 or more, SUBRECIPIENT certifies that it complies with Public Contract Code Section 10295.3.

# B. Americans with Disabilities Act

SUBRECIPIENT shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.)

C. SUBRECIPIENT shall include the non-discrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

#### 14. <u>LIMITED ENGLISH PROFICIENCY</u>

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

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

### 15. CONFIDENTIALITY AND DATA SECURITY

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

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

- A. SUBRECIPIENT-Owned Mobile/Wireless/Handheld Devices may not be connected to COUNTY networks via personally owned mobile, wireless, or handheld devices, except when authorized by COUNTY for telecommuting and then only if virus protection software currency agreements are in place, and if a secure connection is used.
- B. SUBRECIPIENT-Owned Computers or Computer Peripherals may not be brought into COUNTY for use, including and not limited to mobile storage devices, without prior authorization from COUNTY's Chief Information Officer or her designee. Data must be stored on a secure server approved by COUNTY and transferred by means of a VPN (Virtual Private Network) connection, or another type of secure connection of this type if any data is approved to be transferred.
  - C. County-Owned Computer Equipment: SUBRECIPIENT or anyone having an

employment relationship with COUNTY may not use COUNTY computers or computer peripherals on non-COUNTY premises without prior authorization from COUNTY's Chief Information Officer or her designee.

- D. SUBRECIPIENT may not store COUNTY's private, confidential, or sensitive data on any hard-disk drive.
- E. SUBRECIPIENT are responsible to employ strict controls to ensure the integrity and security of COUNTY's confidential information and to prevent unauthorized access to data maintained in computer files, program documentation, data processing systems, data files and data processing equipment which stores or processes COUNTY data internally and externally.
- F. Confidential client information transmitted to one party by the other by means of electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of 128 BIT or higher. Additionally, a password or pass phrase must be utilized.
- G. SUBRECIPIENT is responsible to immediately notify COUNTY of any breaches or potential breaches of security related to COUNTY's confidential information, data maintained in computer files, program documentation, data processing systems, data files and data processing equipment which stores or processes COUNTY data internally or externally.
- H. SUBRECIPIENT shall require its subcontractors to comply with the provisions of this Data Security section.

# 16. CLEAN AIR AND WATER

In the event the funding under this Agreement exceeds One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00), SUBRECIPIENT shall comply with all applicable standards, orders or requirements issued under the Clean Air Act, as amended, 42 U.S. Code 7401 *et seq.*, and the Federal Water Pollution Control Act, 33 U.S. Code 1251 *et seq.* Under these laws and regulations, SUBRECIPIENT shall:

- A. Assure the COUNTY that no facility shall be utilized in the performance of this Agreement that has been listed on the Environmental Protection Agency (EPA) list of Violating Facilities;
- B. Notify COUNTY prior to execution of this Agreement of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA indicating that a facility to be

 utilized in the performance of this Agreement is under consideration to be listed on the EPA list of Violating Facilities;

- C. Report each violation of the above laws to COUNTY and understand and agree that the COUNTY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA) and the appropriate Environmental Protection Agency Regional Office; and
- D. Include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

# 17. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Agreement, SUBRECIPIENT shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000. For contracts meeting this threshold SUBRECIPIENT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

# 18. <u>DRUG-FREE WORKPLACE REQUIREMENTS</u>

For purposes of this paragraph, SUBRECIPIENT will be referred to as the "grantee". By drawing funds against this grant award, the grantee is providing the certification that is required by regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. These regulations require certification by grantees that they will maintain a drug-free workplace. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of

grants, or government wide suspension or debarment. SUBRECIPIENT shall also comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code section 8350 et seq.).

# 19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

- A. COUNTY and SUBRECIPIENT recognize that SUBRECIPIENT is a recipient of Federal assistance funds under the terms of this Agreement. By signing this Agreement, SUBRECIPIENT agrees to comply with applicable Federal suspension and debarment regulations, including but not limited to: 7CFR 3016.35, 29 CRF 97.35, 45 CFR 92.35, and Executive Order 12549. By signing this Agreement, SUBRECIPIENT attests to the best of its knowledge and belief, that it and its principals:
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
- 2) Shall not knowingly enter into any lower tier covered transaction with an entity or person who is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. SUBRECIPIENT shall provide immediate written notice to COUNTY if at any time during the term of this Agreement SUBRECIPIENT learns that the representations it makes above were erroneous when made or have become erroneous by reason of changed circumstances
- C. SUBRECIPIENT shall include a clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions" and similar in nature to this Paragraph Twenty (20) in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- D. SUBRECIPIENT shall, prior to soliciting or purchasing goods and services in excess of \$25,000 funded by this Agreement, review and retain the proposed vendor's suspension and debarment status at <a href="https://sam.gov/SAM/">https://sam.gov/SAM/</a>.
  - E. The certification in Paragraph Nineteen (19) of this Agreement is a material

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20. **GRIEVANCES** 

SUBRECIPIENT shall establish procedures for handling client complaints and/or grievances.

Such procedures will include provisions for informing clients of their rights to a State Hearing to resolve such issues when appropriate.

representation of fact upon which COUNTY relied in entering into this Agreement.

# 21. PROHIBITION ON PUBLICITY

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

# 22. LOBBYING AND POLITICAL ACTIVITY

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

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

# 23. STATE ENERGY CONSERVATION

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

#### 24. FRATERNIZATION

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

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# 25. <u>INTERPRETATION OF LAWS AND REGULATIONS</u>

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

#### 26. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

SUBRECIPIENT, its officers, consultants, subcontractors, agents, and employees shall comply with all applicable State, Federal and local laws, regulations, and executive orders, as well as Federal policies, procedures, and directives governing projects that utilize State and Federal Funds. This includes laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable or related to SUBRECIPIENT's services, the SUBRECIPIENT, its subcontractors, and all eligible activities.

SUBRECIPIENT shall be responsible for obtaining all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, implementation, operation, and maintenance of the activities. SUBRECIPIENT shall be responsible for observing and complying with any applicable federal, state, and local laws, rules, and regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. SUBRECIPIENT shall provide copies of permits and approvals to COUNTY upon request.

# 27. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, SUBRECIPIENT, or any other party pertaining to any matter resulting from this Agreement.

# 28. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

SUBRECIPIENT acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to SUBRECIPIENT's actions pertaining to this contract.

# 29. RECORDS

# A. Record Establishment and Maintenance

SUBRECIPIENT shall establish and maintain records in accordance with those requirements prescribed by COUNTY, with respect to all matters covered by this Agreement.

SUBRECIPIENT shall retain all fiscal books, account records and client files for services performed under this Agreement for at least five (5) years from date of final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later.

#### B. Cost Documentation

- 1) SUBRECIPIENT shall submit to COUNTY within ten (10) calendar days following the end of each month, all fiscal and program reports for that month. SUBRECIPIENT shall also furnish to COUNTY such statements, records, data and information as COUNTY may request pertaining to matters covered by this Agreement. In the event that SUBRECIPIENT fail to provide reports as provided herein, it shall be deemed sufficient cause for COUNTY to withhold payments until compliance is established.
- 2) All costs shall be supported by properly executed payrolls, time records, invoices, vouchers, orders, or any other accounting documents pertaining in whole or in part to this Agreement and they shall be clearly identified and readily accessible. The support documentation must indicate the line budget account number to which the cost is charged.
- 3) COUNTY shall notify SUBRECIPIENT in writing within thirty (30) days of any potential State or Federal audit exception discovered during an examination. Where findings indicate that program requirements are not being met and State or Federal participation in this program may be imperiled in the event that corrections are not accomplished by SUBRECIPIENT within thirty (30) days of receipt of such notice from COUNTY, written notification thereof shall constitute COUNTY'S intent to terminate this Agreement.

#### C. Service Documentation

SUBRECIPIENTS agree to maintain records to verify services under this Agreement including names and addresses of clients served, if applicable, and the dates of service and a description of services provided on each occasion. These records and any other documents pertaining

in whole or in part to this Agreement shall be clearly identified and readily accessible.

# 30. SINGLE AUDIT CLAUSE

If SUBRECIPIENT expends Seven Hundred Fifty Thousand Dollars (\$750,000) or more in Federal and Federal flow-through monies annually, SUBRECIPIENT agrees to conduct an annual audit in accordance with the requirements of the Single Audit Standards as set forth in Office of Management and Budget (OMB) Title 2 of the Code of Federal Regulations Part 200. SUBRECIPIENT shall submit said audit and management letter to COUNTY. The audit must include a statement of findings or a statement that there were no findings. If there were negative findings, SUBRECIPIENT must include a corrective action signed by an authorized individual. SUBRECIPIENT agrees to take action to correct any material non-compliance or weakness found as a result of such audit. Such audit shall be delivered to COUNTY's DSS, 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 SUBRECIPIENT. All audit costs related to this Agreement are the sole responsibility of SUBRECIPIENT.

A. A single audit report is not applicable if all SUBRECIPIENT's Federal contracts do not exceed the Seven Hundred Fifty Thousand Dollars (\$750,000) requirement or SUBRECIPIENT's 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 SUBRECIPIENT to COUNTY as a minimum requirement to attest to SUBRECIPIENT's solvency. Said audit report shall be delivered to COUNTY's DSS, Administration, 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 SUBRECIPIENT 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 SUBRECIPIENT at COUNTY cost, as determined by COUNTY's Auditor-

Controller/Treasurer-Tax Collector.

B. SUBRECIPIENT 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.

# 31. AUDITS AND INSPECTIONS

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

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

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

#### 32. CHILD SUPPORT COMPLIANCE ACT

If this Agreement includes State funding in excess of \$100,000, SUBRECIPIENT acknowledges in accordance with Public Contract Code 7110, that:

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A. SUBRECIPIENT recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. SUBRECIPIENT to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

# 33. CHILD ABUSE REPORTING

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

#### 34. PRIORITY HIRING CONSIDERATIONS

If this Agreement includes State funding and services in excess of \$200,000, SUBRECIPIENT shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Public Contract Code Section 10353.

# 35. SUBRECIPIENT'S NAME CHANGE

An amendment, assignment, or new agreement is required to change the name of SUBRECIPIENT as listed on this Agreement. Upon receipt of legal documentation of the name change COUNTY will process the agreement. Payment of invoices presented with a new name cannot be paid prior to approval of said agreement.

# 36. PROPERTY OF COUNTY

Any use of COUNTY funds provided under this Agreement, as specified in Exhibit B, for the purchase of computer hardware, software, and printers must be approved by COUNTY prior to purchase and must meet COUNTY specifications. SUBRECIPIENT 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, and to maintain replacement-value insurance coverages on said hardware and software approved by COUNTY.

In addition, all purchases over Five Thousand and No/100 Dollars (\$5,000.00) made during the life of this Agreement shall be identified as fixed assets with an assigned COUNTY 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. The SUBRECIPIENT 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. SUBRECIPIENT is responsible for returning to COUNTY all COUNTY owned fixed assets upon the expiration or termination of this Agreement.

### 37. PUBLIC INFORMATION

SUBRECIPIENT shall disclose COUNTY as a funding source in all public information and program materials developed in support of contracted services.

#### 38. NOTICES

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

COUNTY	<u>SUBRECIPIENT</u>
Director of Social Services, County of Fresno	Chief Executive Officer
P.O. Box 1912	Aspiranet
Fresno, CA 93717-1912	1320 E. Shaw Avenue, Suite 140
	Fresno, CA 93710

All notices between the COUNTY and SUBRECIPIENT provided for or permitted under this

Agreement must be in writing and delivered either by personal service, by first-class United States mail, or

by an overnight commercial courier service. A notice delivered by personal service is effective upon

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service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

### 39. CHANGE OF LEADERSHIP/MANAGEMENT

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

### 40. ELECTRONIC SIGNATURE

The parties agree that this Agreement may be executed by electronic signature as provided in this section. An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)

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through (5), and agrees that each other party may rely upon that representation. This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

#### 41. GOVERNING LAW

Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California. The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

# 42. <u>DISPUTES</u>

In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. During this time, the parties will continue meeting their contract responsibilities. If the parties do not reach such solution within a period of 60 days, then the parties may take whatever action is available to them by law.

# 43. **SEVERABILITY**

If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of this Agreement with lawful and enforceable terms intended to accomplish the parties' original intent.

# 44. ENTIRE AGREEMENT

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

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III

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year first hereinabove written. 2 **COUNTY OF FRESNO** 3 SUBRECIPIENT: 4 Brian Pacheco, Chairman of the Board of 5 Supervisors of the County of Fresno Print Name: Vernon Brown 6 Title: CEO 7 Chairman of the Board, or President, or any Vice President 8 ATTEST: 9 Bernice E. Seidel Clerk of the Board of Supervisors 10 County of Fresno, State of California 11 12 Print Name: Melek Totah 13 Title: CFO Secretary (of Corporation), or 14 any Assistant Secretary, or 15 Chief Financial Officer, or any Assistant Treasurer 16 17 Mailing Address: 18 19 1320 E. Shaw Avenue, Suite 140 Fresno, CA 93710 20 Contact: Vernon Brown, Chief Executive Officer 21 Phone No: (650) 866-4080 22 23 24 FOR ACCOUNTING USE ONLY: 25 Fund/Subclass: 0001/10000 ORG No.: 56107001 26 Account No.: 7870/0 27 MIA:hb

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and

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# SUMMARY OF SERVICES

ORGANIZATION: Aspiranet

PROJECT TITLE: REACH (Resources, Education, Advocacy, Crisis Intervention,

Hope)

SERVICES: Pre- and Post-Adoption Support and Preservation Services

ADDRESS: 1320 E. Shaw Ave., Suite 140, Fresno, CA 93710

TELEPHONE: (559) 222-4969

CONTACT: Chad Valorosi, Program Director

EMAIL: cvalorosi@aspiranet.org

# A. SERVICE DESCRIPTION

Aspiranet's (SUBRECIPIENT) Resources, Education, Advocacy, Crisis Intervention, Hope (REACH) program will provide adoption support and preservation services to parents and children who are either in a plan of adoption or who have finalized adoptions, particularly those who are in crisis and/or are at risk of placement. These services include, but are not limited to, parenting skills education, crisis intervention/crisis counseling, support groups for parents and children, case management, information and referral services and linkage to community resources, mental health screening, assessment, and intervention, adoptions-specific resource directory, social events, home based services, and community outreach and advocacy. By providing services both before and after adoptions are finalized, the REACH program will assist families in working through issues as they arise and better prepare them for stable, thriving adoptions.

# **B. TARGET POPULATION**

The REACH program will serve families who have a current plan of adoption or have finalized an adoption through the Fresno County Department of Social Services (DSS). This will include families who are in crisis, in need of immediate support, or those who would like additional information and/or resources. Families who access services on a self-referral basis, and reside in or are adopting from within Fresno County, are also eligible for services through this program.

# C. STAFFING LEVELS

SUBRECIPIENT will maintain a sufficient level of qualified staff to effectively carry out all REACH program activities, consistent with the Budget Narrative detailed in Exhibit B, herein. Staffing must reflect the diverse cultural and linguistic characteristics of the population served whenever possible. Staff should have experience in connecting with families from diverse

backgrounds, identifying family strengths, navigating systems, and linking families to resources, and tracking client outcomes.

Staff must be of professional status, preferably with specialized training or expertise in working with adoptive children and families, particularly in the Child Welfare Services setting. SUBRECIPIENT will be responsible for all training necessary to promote staff development and effective service delivery. Staff shall be trained and knowledgeable in the following topic areas: dynamics of adoptive families; dynamics of relative adoptions; appropriate parent/child interaction; infant/child development; trauma/grief and loss; and community resources.

SUBRECIPIENT must ensure staff complete relevant training within their first year of employment and continue to provide appropriate training opportunities to staff to support continued learning and improve direct services to clients. The following trainings/topics will be provided:

- Adoption Clinical Training (ACT) and/or Training for Adoptive Competence (TAC);
- National Adoption Competency Mental Health Training Initiative;
- Specialized adoption-focused training on transracial/transcultural adoptions, LGBTQ+ and Sexual Orientation and Gender Identity Expression (SOGIE), sibling and birth family relationships, relative/kin adoptions, and family-focused services;
- Any other trainings that are recommended for adoption professionals by the State and/or County.

SUBRECIPIENT must ensure staff are provided with appropriate supervisory oversight to successfully implement the proposed services. Supervision must be provided by staff who possess Master's degree level education in a field related to the services being provided according to this Summary of Services (Social Work, Psychology, Marriage and Family Therapy, or a closely related field).

#### D. SUBRECIPIENT'S RESPONSIBILITIES

SUBRECIPIENT will provide services to an estimated 175 post-adoption families and up to 650 pre-adoption families referred by DSS, annually. SUBRECIPIENT will also be expected to serve DSS clients on a walk-in basis, not inclusive of the 825 families referred by DSS. Although it is anticipated that up to 825 total families may be referred each year, most will not require individual/intensive services. Only 10-20% of referred families are anticipated to require intensive, individualized services, such as case management, crisis intervention, etc. Services to the remainder of referred families may include, but are not limited to, basic information about the program and/or available resources.

SUBRECIPIENT shall be responsible for the following core services:

#### A. Parenting Skills Education

- i. Parent education can occur in a group setting or one-on-one with Master's level staff.
- ii. Depending upon the family's needs, parenting skills education can be focused on the core principles of TBRI (Connecting, Empowering, and Correcting). Topics include, but are not limited to, relative/kinship adoption issues; effects of childhood trauma; loss and grief; trust and attachment; identity in adoption; transracial/transcultural adoption; and birth family connections.

# B. Crisis Intervention and Counseling

- i. Coaching on crisis intervention, stress reduction skills, and connections to other resources necessary to stabilize during a crisis.
- ii. Services will be provided in a manner that best meet's the client's needs: inperson office visit, home visits, or via the phone or other virtual engagement means.

# C. Support Groups

- i. Will provide support groups for parents, children, and teens specific to adoptive family issues, facilitated by adoption-competent professionals. Childcare will be provided during in-person parent support groups.
- ii. Support groups are designed for families considering adoption and new and experienced adoptive parents and focus on developing specialized parenting topics being generated by parents.

# D. Case Management (post-adoption families only)

i. Case Management will involve assessment, planning, referral, and follow-up.

#### E. Information and Referral Services and Linkage to Specific Community Resources

i. REACH Social Worker will assess each adoptive family's specific needs, questions and concerns, and will use local child-serving agencies to make referrals to mental health providers familiar with adoption, special education liaisons, pediatric specialists, regional centers, and family resource centers.

### F. Resource Directory Specific to Adoptive Families

 Adoption-specific resource directory will include information on support groups, education and training, special education, pediatric specialists, mental health services, developmental disabilities, Family Resource Centers, adoption assistance programs, and child welfare services.

#### G. Mental Health Screen, Assessment, and Intervention

- i. Will maintain a licensed clinician on staff to oversee the screening and referral process.
- ii. Staff will assess/screen clients for mental health needs and, upon identification of such needs, develop in concurrence with the client, an appropriate plan for intervention and support.
- iii. Staff will monitor the acquisition of behavioral health services via family contact and advocacy efforts, and clients are connected to appropriate providers in the community based on the mental health needs identified.
- iv. When appropriate, staff will provide crisis intervention services to clients. The REACH Social Worker will provide crisis counseling and support the referral to a local contract provider to provide for the long-term stabilization of the client.

#### H. Community Outreach and Advocacy

- i. Will help identify and inform families about available services, locations, and opportunities for support and education.
- ii. Will raise awareness about REACH services through making presentations to the community, schools (PTA), and religious and professional organizations, health fairs, and child-oriented events that serve adoptive families.
- iii. Staff will contact local therapists in Fresno County who have adoption expertise to facilitate referrals and solidify linkages. A resource directory that includes local

adoption competent clinicians that can accept various billing methods will be used.

#### Social Events

i. Will work to facilitate social events, such as outdoor movies nights, to help build community, when funding allows.

#### J. Home-Based Services

Staff will regularly provide supportive services in the client's home environment.

# SUBRECIPIENT's Facility

SUBRECIPIENT's facility is located at 1320 E. Shaw Ave., Suite 140, Fresno, CA 93710. The facility will be open to the public, at a minimum, Monday-Friday, 8:00 am to 5:00 pm, and include some additional evening and weekend availability for walk-ins.

# <u>Other</u>

SUBRECIPIENT will provide annual Civil Rights training to all staff at the beginning of every calendar year and will provide verification of training completion to DSS by April 1. DSS will provide documents needed for annual training and reporting.

SUBRECIPIENT'S staff will engage in trainings from providers in Fresno County to learn about the services they offer and will attend all program and contract meetings coordinated by DSS.

# **E. COUNTY RESPONSIBILITIES**

DSS shall be responsible for the following:

- A. Provide referrals to SUBRECIPIENT, including families that have finalized adoptions as well as families that are in a current plan of adoption.
- B. Notify eligible families of the availability of these services.
- C. Coordinate and participate in monthly or quarterly meetings with SUBRECIPIENT to review program outcomes and discuss contractual issues.
- D. Include SUBRECIPIENT's staff in DSS trainings that are relevant to the services as described in the terms and conditions of this Agreement.
- E. Meet with SUBRECIPIENT staff as often as needed to exchange pertinent information, provide guidance, resolve problems, and work collaboratively to coordinate services.

# F. REPORTS AND OUTCOMES

DSS will consider SUBRECIPIENT performance levels when determining funding recommendations for future Agreements. For the contract period, SUBRECIPIENT shall document all adoption support and preservation services provided and will submit Monthly Activity Reports (MARs) by the tenth (10<sup>th</sup>) of each month in a manner and format determined by DSS.

DSS anticipates an increase in placement stability and overall family health, functioning,

attachment, and resiliency as a result of these services. The outcomes listed in the table below will measure the success of SUBRECIPIENT's services. These outcomes may be modified at DSS' discretion. SUBRECIPIENT will report outcomes in each MAR or alternate method determined by DSS.

Outcome measures are included below.

Outcomes to be Reported		Outcome Indicator(s)*
Placement Stability	Improved placement stability – Youth will remain in their placement and/or the home of the adoptive parents	No more than 10% of youth/families receiving services will experience a change in permanent placement, reenter the foster care system and/or move to out-of-home placement
Finalized Adoptions	Increased adoptions from foster care	At least 90% of pre-adoptive families receiving services will finalize their adoptions
Wellness and Attachment	Improved social and emotional wellness and attachment between parent/family and child	At least 80% of families receiving services will report improvement in emotional wellness and attachment with the child/youth
Family Functioning and Resiliency	Improved family functioning and resiliency	At least 80% of families receiving services will report improvement in healthy family functioning and resiliency

<sup>\*</sup>Families receiving services are defined as those who receive some type of individualized and/or intensive service such as crisis intervention/counseling, mental health intervention, case management (for post-adoptive families) etc.

# BUDGET SUMMARY – YEAR 1 (Fiscal Year July 1, 2022 – June 30, 2023)

VENDOR NAME: Aspiranet

CATEGORY	BUDGET ITEM #	TOTAL
Salaries	0100	\$164,380
Payroll Taxes	0150	\$12,575
Benefits	0200	\$29,917
SUBTOTAL:		\$206,872
SERVICES & SUPPLIES		
Insurance	0250	\$3,672
Communications	0300	\$9,864
Office Expense	0350	\$3,216
Equipment	0400	\$180
Facilities	0450	\$5,664
Travel Costs	0500	\$1,764
Program Supplies	0550	\$2,160
Consultancy/Subcontracts	0600	\$1,800
Fiscal & Audits	0650	\$0
Training	0700	\$2,400
Indirect Costs	0750	\$23,759
SUBTOTAL:		\$54,479
TOTAL EXPENSES:		\$261,351

# BUDGET PERSONNEL DETAIL - YEAR 1 (Fiscal Year July 1, 2022 – June 30, 2023) VENDOR NAME: Aspiranet

# **SALARIES**

Position	% of Time on Project	Number of Months	Monthly Salary/Hourly Wages		Fur	alary/Wages nds Requested for the Year
Program Director	0.05	12	\$	7,612.50	\$	4,568
Program Supervisor	0.45	12	\$	5,988.50	\$	32,338
Permanency Social Worker	2	12	\$	5,278.00	\$	126,672
Administrative Assistant	0.02	12	\$	3,343.41	\$	802

Total Salaries/ Wages \$164,380

BENEFITS (Health Ins; Life Ins; Retirement; Other benefits)

Benefit Item (Calculation)	<u>Item Total</u>
Payroll Taxes 7.65%	\$12,575
Benefits total of 18.20% - Includes health insurance 9.3%, dental insurance .23%, life insurance .03%, EAP .04%, Retirement 1.5%, Worker's Compensation 2%, Unemployment Insurance 2.8%, Fringe Benefits 2.3 %	\$29,917
	\$
	\$
TOTAL SALARIES AND BENEFITS:	\$206,872

# BUDGET DETAIL - YEAR 1 (Fiscal Year July 1, 2022 – June 30, 2023) VENDOR NAME: Aspiranet

BUDGET LINE ITEM	CATEGORY & DESCRIPTION/ CALCULATION	SUBTOTAL	TOTAL
0250	Insurance	\$3,672	\$3,672
0300	Communications	\$9,864	\$9,864
	Cell Phone Service	\$1,152	\$1,152
	Information Technology Services Data/Network Management	\$7,812 \$900	\$7,812 \$900
0350	Office Expense	\$3,216	\$3,216
0000	Office Supplies	\$360	\$360
	Postage	\$156	\$156
	Printing	\$900	\$900
	_Subscriptions/Books/Dues	\$1,800	\$1,800
0400	Equipment	\$180	\$180
0450	Facilities Building Lease	\$5,664 \$4,464	\$5,664 \$4,464
	Event Rental	\$4,404 \$1,200	\$4,404 \$1,200
0500	Travel Costs	\$1,764	\$1,764
0550	Program Supplies	\$2,160	\$2,160
0600	Consultancy/Subcontracts	\$1,800	\$1,800
0650	Fiscal & Audits	\$0	\$0
0700	Training Indirect Costs	\$2,400	\$2,400
0750	mairect Costs	\$23,759	\$23,759
TOTAL EXPENSES		\$54,479	\$54,479

#### BUDGET DETAIL NARRATIVE - YEAR 1 (Fiscal Year July 1, 2022 - June 30, 2023)

VENDOR NAME:	Aspiranet	
VENDOR NAME:	Aspiranet	

#### 0250 Insurance \$3,672/12 months

Covers liability insurance based on the program's percentage of overall agency insurance costs. Insurance needed for a particular program is charged directly to the program requiring the coverage. Other insurance coverage that benefits all programs is allocated based on the ratio of each program's expenses to total expenses.

#### 0300 Communications \$9,864/12 months

#### Cell Phone Service \$1,152/12 months

Covers the monthly charge for cost of cell phones used by staff to maintain communication in the field. 2 FTE SW and .45 FTE Supervisor at 39/mo. per person =  $2.5 \times 39 = 96$ 

#### Information Technology Services \$7,812/12 months

Calculated based on the program's percentage of overall agency IT costs. The technology cost for Aspiranet provides complete support of all IT and telecommunications systems used by Aspiranet. Support includes, but is not limited to, the following: Network & Server monitoring and ongoing maintenance, data hosting, equipment repair and refurbishment, 24/7 user Helpdesk support, application development, application and hardware user support, application and equipment training, mobile device configuration and staff support, on-boarding and off-boarding staff, network peripherals, including multifunction devices, printers and other equipment, staff remote portal access to internet and email, and workstation configuration.

# Data/Network Management \$900/12 months

Internet host fees, service fees, VOIP phone service and other charges directly related to Internet services. Estimated at \$75/mo.

#### 0350 Office Expense \$3.216/12 months

#### Office Supplies \$360/12 months

Expenses for office supplies and minor office equipment (those with a purchase price under \$25). Office equipment items costing over \$500 are charged to an asset account as defined under depreciation standards. Includes all office materials relevant to operating the program including pens, paperclips, paper, notepads, filing supplies, etc. Joint costs associated with shared supplies in offices are divided and charged individually as direct costs to each category, program, or grant using the direct payroll costs incurred by each grant, contract or program as the base most appropriate. This methodology allows for automatic adjustment of costs charged based on the program or grant mix for each accounting period. Estimated at \$30/mo.

#### Postage \$156/12 months

Includes stamps, certification and registration fees, overnight delivery services, payments to commercial freight haulers and movers for delivery of equipment and similar charges. Includes expenses for commercial movers for office or facility relocation. Estimated at \$13/mo.

#### Printing \$900/12 months

Covers cost of photocopying services. Monthly cost is \$25/mo. X 12 = \$300; but annually will order project brochures bought in bulk for welcome packets and outreach, both Spanish and English estimated at \$600 total for the year.

#### Subscriptions/Books/Dues \$1,800/12 months

Includes newspapers, professional subscriptions, professional books, and similar printed matter. Licensing fees, dues for advocacy groups and professional development organizations. Fees paid monthly, annually, or periodically for agency membership in various local, state and/or national organizations. Examples include California Association of Children's Homes, Child Welfare League of America, California Association of Private Special Education Schools, Chambers of Commerce, etc. Purchase of welcome packet books for new adoptive families referred to program, estimate 15 families

per month x \$10 per book = \$150/mo. and \$1800 annually plus increase adoption library books in Spanish at cost of \$1200.

#### 0400 Equipment \$180/12 months

Copier at \$15/mo. x 12 = \$180 annually. Leases and rentals of equipment, furniture and fixtures, but excluding rentals and leases of vehicles or space. Includes taxes and other items included with the lease. Excludes maintenance contracts on leased items which are charged to building and equipment contract. Includes short term and long-term equipment leases. Examples include water coolers, copiers, mail machines etc. Joint costs associated with shared equipment in offices are divided and charged individually as direct costs to each category, program, or grant using the direct payroll costs incurred by each grant, contract or program as the base most appropriate. This methodology allows for automatic adjustment of costs charged based on the program or grant mix for each accounting period.

#### 0450 Facilities \$5,664/12 months

#### Building Lease \$4,464/12 months

For cost of building lease and included utilities and maintenance: This space will include offices for staff and conference rooms for staff and client meetings. Joint costs associated with operation and maintenance of offices are divided and charged individually as direct costs to each category, program, or grant using the direct payroll costs incurred by each grant, contract or program as the base most appropriate. This methodology allows for automatic adjustment of costs charged based on the program or grant mix for each accounting period.

#### Event Rental \$1,200/12 months

Cost to rent out space in Fresno County to conduct REACH events or trainings when attendance will exceed capacity of Fresno Aspiranet training/conference room. Permits 1-2 larger events based on client needs.

#### 0500 Travel Costs \$1,764/12 months

Covers cost of mileage reimbursement for field-based activity by Aspiranet program staff.

Reimbursement to staff is estimated at \$0.49/mile at 300 miles driven per/month = \$147 x 12 = \$1,764.

#### 0550 Program Supplies \$2,160/12 months

Includes any necessary items to provide supplies to the parent training/support groups and children's groups. Supplies can include art supplies, training materials, and refreshments/food at an average of \$180/month.

#### 0600 Consultancy/Subcontracts \$1,800/12 months

Includes as needed Childcare worker to provide childcare during parent trainings/support groups, translator to provide translation services for clients that speak language other than REACH staff, and Clinical Supervisor to provide staff with clinical consultation. Childcare 4hr/mo. at \$18.75/hr. = \$75/mo.; Translator 1hr/mo. at \$25/mo. = \$25/mo.; Clinical Supervisor 2hr/mo. at \$25/mo. = \$50/mo. Total: \$150/mo.

#### 0700 Training \$2,400/12 months

Costs to include trainings, conferences, workshops and roundtables for both REACH staff and REACH clients for purpose of gaining additional knowledge, support, and insight in their work with children and families. Includes cost of securing a speaker for an event and all included costs (materials, food, printing, books).

#### 0750 Indirect Costs \$23,759/12 months

The indirect rate is calculated based on the cost trends wherein the headquarters cost allocation is trending at 10% on a given month which complies with the 10% de minimis rate of modified total direct cost as outlined on eCFR.200. All headquarters' activities involve executive level oversight of division staff, statewide networking and advocacy and fractional portions of rent, postage, equipment, leases, phones and office supplies required by executive staff engaged in the services benefiting the program. These costs include all payroll, accounts receivable and accounts payable, audits, banking, human resource, risk management, legal, program direction and other functions carried out by headquarters administrative staff.

TOTAL SERVICES & SUPPLIES \$54,479

# BUDGET SUMMARY - YEAR 2 (Fiscal Year July 1, 2023 – June 30, 2024)

VENDOR NAME: Aspiranet

CATEGORY	BUDGET ITEM #	TOTAL
Salaries	0100	\$166,845
Payroll Taxes	0150	\$12,764
Benefits	0200	\$30,366
SUBTOTAL:		\$209,975
SERVICES & SUPPLIES		
Insurance	0250	\$3,672
Communications	0300	\$9,864
Office Expense	0350	\$2,580
Equipment	0400	\$180
Facilities	0450	\$4,598
Travel Costs	0500	\$1,764
Program Supplies	0550	\$1,959
Consultancy/Subcontracts	0600	\$1,800
Fiscal & Audits	0650	\$0
Training	0700	\$1,200
Indirect Costs	0750	\$23,759
SUBTOTAL:		\$51,376
TOTAL EXPENSES:		\$261,351

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# BUDGET PERSONNEL DETAIL - YEAR 2 (Fiscal Year July 1, 2023 – June 30, 2024) VENDOR NAME: Aspiranet

# **SALARIES**

Position	% of Time on Project	Number of Months	Sal	Monthly lary/Hourly Wages	alary/Wages nds Requested
Program Director (includes 2% cost of living increase)	0.05	12	\$	7,726.69	\$ 4,636
Program Supervisor (includes 2% cost of living increase)	0.45	12	\$	6,078.33	\$ 32,823
Permanency Social Worker (includes 2% cost of living increase)	2	12	\$	5,357.17	\$ 128,572
Administrative Assistant (includes 2% cost of living increase)	0.02	12	\$	3,393.56	\$ 814

Total Salaries/ Wages \$166,845

BENEFITS (Health Ins; Life Ins; Retirement; Other benefits)

Benefit Item (Calculation)	<u>Item</u>	<u> Total</u>
Payroll Taxes 7.65%	\$	12,764
Benefits total of 18.20% - Includes health insurance 9.3%, dental insurance .23%, life insurance .03%, EAP .04%, Retirement 1.5%, Worker's Compensation 2%, Unemployment Insurance 2.8%, Fringe Benefits 2.3 %		30,366
	\$	
TOTAL SALARIES AND BENEFITS:	\$	209,975

# BUDGET DETAIL - YEAR 2 (Fiscal Year July 1, 2023 – June 30, 2024) VENDOR NAME: Aspiranet

VENDOR NAME	<u> </u>		
BUDGET LINE ITEM	CATEGORY & DESCRIPTION/ CALCULATION	SUBTOTAL	TOTAL
BUDGET LINE ITEM 0250 0300 0350 0400 0450 0500 0650 0600 0650 0700 0750	CATEGORY & DESCRIPTION/ CALCULATION  Insurance Communications Cell Phone Service Information Technology Services Data/Network Management Office Expense Office Supplies Postage Printing Subscriptions/Books/Dues Equipment Facilities Building Lease Travel Costs Program Supplies Consultancy/Subcontracts Fiscal & Audits Training Indirect Costs	\$3,672 \$9,864 \$1,152 \$7,812 \$900 \$2,580 \$360 \$120 \$300 \$1,800 \$1,800 \$4,598 \$4,598 \$4,598 \$1,764 \$1,959 \$1,800 \$0 \$1,200 \$23,759	\$3,672 \$9,864 \$1,152 \$7,812 \$900 \$2,580 \$360 \$120 \$300 \$1,800 \$1,800 \$4,598 \$4,598 \$4,598 \$1,764 \$1,959 \$1,800 \$0 \$1,200 \$23,759
TOTAL			
EXPENSES		\$51,376	\$51,376

# BUDGET DETAIL NARRATIVE - YEAR 2 (Fiscal Year July 1, 2023 - June 30, 2024)

VENDOR NAME:	Aspiranet	

## 0250 Insurance \$3,672/12 months

Covers liability insurance based on the program's percentage of overall agency insurance costs. Insurance needed for a particular program is charged directly to the program requiring the coverage. Other insurance coverage that benefits all programs is allocated based on the ratio of each program's expenses to total expenses.

#### 0300 Communications \$9,864/12 months

# Cell Phone Service \$1,152/12 months

Covers the monthly charge for cost of cell phones used by staff to maintain communication in the field. 2 FTE SW and .45 FTE Supervisor at 39/mo. per person =  $2.45 \times 39 = 96$ 

# Information Technology Services \$7,812/12 months

Calculated based on the program's percentage of overall agency IT costs. The technology cost for Aspiranet provides complete support of all IT and telecommunications systems used by Aspiranet. Support includes, but is not limited to, the following: Network & Server monitoring and ongoing maintenance, data hosting, equipment repair and refurbishment, 24/7 user Helpdesk support, application development, application and hardware user support, application and equipment training, mobile device configuration and staff support, on-boarding and off-boarding staff, network peripherals, including multifunction devices, printers and other equipment, staff remote portal access to internet and email, and workstation configuration.

# Data/Network Management \$900/12 months

Internet host fees, service fees, VOIP phone service and other charges directly related to Internet services. Estimated at \$75/mo.

## 0350 Office Expense \$2,580/12 months

#### Office Supplies \$360/12 months

Expenses for office supplies and minor office equipment (those with a purchase price under \$25.00). Office equipment items costing over \$500 are charged to an asset account as defined under depreciation standards. Includes all office materials relevant to operating the program including pens, paperclips, paper, notepads, filing supplies, etc. Joint costs associated with shared supplies in offices are divided and charged individually as direct costs to each category, program, or grant using the direct payroll costs incurred by each grant, contract or program as the base most appropriate. This methodology allows for automatic adjustment of costs charged based on the program or grant mix for each accounting period. Estimated at \$30/mo.

#### Postage \$120/12 months

Includes stamps, certification and registration fees, overnight delivery services, payments to commercial freight haulers and movers for delivery of equipment and similar charges. Includes expenses for commercial movers for office or facility relocation. Estimated at \$10/mo.

#### Printing \$300/12 months

Covers cost of photocopying services. Monthly cost is \$25/mo. X 12 = \$300.

# Subscriptions/Books/Dues \$1,800/12 months

Includes newspapers, professional subscriptions, professional books, and similar printed matter. Licensing fees, dues for advocacy groups and professional development organizations. Fees paid monthly, annually, or periodically for agency membership in various local, state and/or national organizations. Examples include California Association of Children's Homes, Child Welfare League of America, California Association of Private Special Education Schools, Chambers of Commerce, etc. Purchase of welcome packet books for new adoptive families referred to program, estimate 15 families per month x \$10 per book = \$150/mo. and \$1800 annually plus increase adoption library books in Spanish at cost of \$1200.

Copier at \$15/mo. x 12 = \$180 annually. Leases and rentals of equipment, furniture and fixtures, but excluding rentals and leases of vehicles or space. Includes taxes and other items included with the lease. Excludes maintenance contracts on leased items which are charged to building and equipment contract. Includes short term and long-term equipment leases. Examples include water coolers, copiers, mail machines etc. Joint costs associated with shared equipment in offices are divided and charged individually as direct costs to each category, program, or grant using the direct payroll costs incurred by each grant, contract or program as the base most appropriate. This methodology allows for automatic adjustment of costs charged based on the program or grant mix for each accounting period.

## 0450 Facilities \$4,598/12 months

#### Building Lease \$4,598/12 months

For cost of building lease and included utilities and maintenance: This space will include offices for staff and conference rooms for staff and client meetings. Joint costs associated with operation and maintenance of offices are divided and charged individually as direct costs to each category, program, or grant using the direct payroll costs incurred by each grant, contract or program as the base most appropriate. This methodology allows for automatic adjustment of costs charged based on the program or grant mix for each accounting period. Estimated at \$383/mo. This includes a 3% increase from previous year for scheduled lease increases.

# 0500 Travel Costs \$1,764/12 months

Covers cost of mileage reimbursement for field-based activity by Aspiranet program staff.

Reimbursement to staff is estimated at \$0.49/mile at 300 miles driven per/month = \$147 x 12 = \$1,764.

# 0550 Program Supplies \$1,959/12 months

Includes any necessary items to provide supplies to the parent training/support groups and children's groups. Supplies can include art supplies, training materials, and refreshments/food at an average of \$163.24/month.

## 0600 Consultancy/Subcontracts \$1,800/12 months

Includes as needed Childcare worker to provide childcare during parent trainings/support groups, translator to provide translation services for clients that speak language other than REACH staff, and Clinical Supervisor to provide staff with clinical consultation. Childcare 4hr/mo. at \$18.75/hr. = \$75/mo.; Translator 1hr/mo. at \$25/mo. = \$25/mo.; Clinical Supervisor 2hr/mo. at \$25/mo. = \$50/mo. Total: \$150/mo.

# 0700 Training \$1,200/12 months

Costs include trainings, conferences, workshops and roundtables for both REACH staff and REACH clients for purpose of gaining additional knowledge, support, and insight in their work with children and families. Includes cost of securing a speaker for an event and all included costs (materials, food, printing, books).

## 0750 Indirect Costs \$23,759/12 months

The indirect rate is calculated based on the cost trends wherein the headquarters cost allocation is trending at 10% on a given month which complies with the 10% de minimis rate of modified total direct cost as outlined on eCFR.200. All headquarters' activities involve executive level oversight of division staff, statewide networking and advocacy and fractional portions of rent, postage, equipment, leases, phones and office supplies required by executive staff engaged in the services benefiting the program. These costs include all payroll, accounts receivable and accounts payable, audits, banking, human resource, risk management, legal, program direction and other functions carried out by headquarters administrative staff.

TOTAL SERVICES & SUPPLIES \$51,376

# BUDGET SUMMARY - YEAR 3 (Fiscal Year July 1, 2024 – June 30, 2025)

CATEGORY	BUDGET ITEM #	TOTAL
Salaries	0100	\$168,789
Payroll Taxes	0150	\$12,912
Benefits	0200	\$30,720
SUBTOTAL:		\$212,421
SERVICES & SUPPLIES		
Insurance	0250	\$3,672
Communications	0300	\$9,864
Office Expense	0350	\$1,415
Equipment	0400	\$180
Facilities	0450	\$4,736
Travel Costs	0500	\$1,764
Program Supplies	0550	\$1,740
Consultancy/Subcontracts	0600	\$1,800
Fiscal & Audits	0650	\$0
Training	0700	\$0
Indirect Costs	0750	\$23,759
SUBTOTAL:		\$48,930
TOTAL EXPENSES:		\$261,351

# BUDGET PERSONNEL DETAIL - YEAR 3 (Fiscal Year July 1, 2024 – June 30, 2025) VENDOR NAME: Aspiranet

# **SALARIES**

Position	% of Time on Project	Number of Months	Sal	Monthly ary/Hourly Wages	alary/Wages ds Requested
Program Director (includes 2% cost of living increase)	0.05	12	\$	8,143.93	\$ 4,886
Program Supervisor (includes 2% cost of living increase)	0.44	12	\$	6,169.50	\$ 32,575
Permanency Social Worker (includes 2% cost of living increase)	2	12	\$	5,437.53	\$ 130,501
Administrative Assistant (includes 2% cost of living increase)	0.02	12	\$	3,444.46	\$ 827

Total Salaries/ Wages \$168,789

BENEFITS (Health Ins; Life Ins; Retirement; Other benefits)

Benefit Item (Calculation)	Item Total
Payroll Taxes 7.65%	\$12,912
Benefits total of 18.20% - Includes health insurance 9.3%, dental insurance .23%, life insurance .03%, EAP .04%, Retirement 1.5%, Worker's Compensation 2%, Unemployment Insurance 2.8%, Fringe Benefits 2.3 %	\$30,720
	\$
TOTAL SALARIES AND BENEFITS:	\$212,421

# BUDGET DETAIL - YEAR 3 (Fiscal Year July 1, 2024 – June 30, 2025)

BUDGET LINE ITEM	CATEGORY & DESCRIPTION/ CALCULATION	SUBTOTAL	TOTAL
0250 0300	Insurance Communications Cell Phone Service Information Technology Services	\$3,672 \$9,864 \$1,140 \$7,824	\$3,672 \$9,864 \$1,140 \$7,824
0350	Data/Network Management Office Expense Office Supplies Postage Printing Subscriptions/Books/Dues	\$900 \$1,415 \$360 \$155 \$300 \$600	\$900 \$1,415 \$360 \$155 \$300 \$600
0400 0450	Equipment Facilities	\$180 \$4,736	\$180 \$4,736
0500 0550 0600 0650 0700 0750	Building Lease Travel Costs Program Supplies Consultancy/Subcontracts Fiscal & Audits Training Indirect Costs	\$4,736 \$1,764 \$1,740 \$1,800 \$0 \$0 \$23,759	\$4,736 \$1,764 \$1,740 \$1,800 \$0 \$0 \$23,759
TOTAL EXPENSES		\$48,930	\$48,930

## BUDGET DETAIL NARRATIVE - YEAR 3 (Fiscal Year July 1, 2024 - June 30, 2025)

VENDOR NAME:	Aspiranet	

#### 0250 Insurance \$3,672/12 months

Covers liability insurance based on the program's percentage of overall agency insurance costs. Insurance needed for a particular program is charged directly to the program requiring the coverage. Other insurance coverage that benefits all programs is allocated based on the ratio of each program's expenses to total expenses.

## 0300 Communications \$9,864/12 months

## Cell Phone Service \$1,140/12 months

Covers the monthly charge for cost of cell phones used by staff to maintain communication in the field. 2 FTE SW and .44 FTE Supervisor at 39/mo. per person =  $2.44 \times 39 = 95$ 

# Information Technology Services \$7,824/12 months

Calculated based on the program's percentage of overall agency IT costs. The technology cost for Aspiranet provides complete support of all IT and telecommunications systems used by Aspiranet. Support includes, but is not limited to, the following: Network & Server monitoring and ongoing maintenance, data hosting, equipment repair and refurbishment, 24/7 user Helpdesk support, application development, application and hardware user support, application and equipment training, mobile device configuration and staff support, on-boarding and off-boarding staff, network peripherals, including multifunction devices, printers and other equipment, staff remote portal access to internet and email, and workstation configuration.

# Data/Network Management \$900/12 months

Internet host fees, service fees, VOIP phone service and other charges directly related to Internet services. Estimated at \$75/mo.

# 0350 Office Expense \$1,415/12 months

# Office Supplies \$360/12 months

Expenses for office supplies and minor office equipment (those with a purchase price under \$25). Office equipment items costing over \$500 are charged to an asset account as defined under depreciation standards. Includes all office materials relevant to operating the program including pens, paperclips, paper, notepads, filing supplies, etc. Joint costs associated with shared supplies in offices are divided and charged individually as direct costs to each category, program, or grant using the direct payroll costs incurred by each grant, contract or program as the base most appropriate. This methodology allows for automatic adjustment of costs charged based on the program or grant mix for each accounting period. Estimated at \$30/mo.

# Postage \$155/12 months

Includes stamps, certification and registration fees, overnight delivery services, payments to commercial freight haulers and movers for delivery of equipment and similar charges. Includes expenses for commercial movers for office or facility relocation. Estimated at \$12.95/mo.

# Printing \$300/12 months

Covers cost of photocopying services. Monthly cost is \$25/mo. X 12 = \$300.

# Subscriptions/Books/Dues \$600/12 months

Includes newspapers, professional subscriptions, professional books, and similar printed matter. Licensing fees, dues for advocacy groups and professional development organizations. Fees paid monthly, annually, or periodically for agency membership in various local, state and/or national organizations. Examples include California Association of Children's Homes, Child Welfare League of America, California Association of Private Special Education Schools, Chambers of Commerce, etc. Purchase of welcome packet books for new adoptive families referred to program, estimate 5 families per month x \$10 per book = \$50/mo. =\$600 annually.

Copier at \$15/mo. x 12 = \$180 annually. Leases and rentals of equipment, furniture and fixtures, but excluding rentals and leases of vehicles or space. Includes taxes and other items included with the lease. Excludes maintenance contracts on leased items which are charged to building and equipment contract. Includes short term and long-term equipment leases. Examples include water coolers, copiers, mail machines etc. Joint costs associated with shared equipment in offices are divided and charged individually as direct costs to each category, program, or grant using the direct payroll costs incurred by each grant, contract or program as the base most appropriate. This methodology allows for automatic adjustment of costs charged based on the program or grant mix for each accounting period.

## 0450 Facilities \$4,736/12 months

# Building Lease \$4,736/12 months

For cost of building lease and included utilities and maintenance: This space will include offices for staff and conference rooms for staff and client meetings. Joint costs associated with operation and maintenance of offices are divided and charged individually as direct costs to each category, program, or grant using the direct payroll costs incurred by each grant, contract or program as the base most appropriate. This methodology allows for automatic adjustment of costs charged based on the program or grant mix for each accounting period. Estimated at \$394.66/mo. This includes a 3% increase from previous year for scheduled lease increases.

# 0500 Travel Costs \$1,764/12 months

Covers cost of mileage reimbursement for field-based activity by Aspiranet program staff.

Reimbursement to staff is estimated at \$0.49/mile at 300 miles driven per/month = \$147 x 12 = \$1,764.

# 0550 Program Supplies \$1,740/12 months

Includes any necessary items to provide supplies to the parent training/support groups and children's groups. Supplies can include art supplies, training materials, and refreshments/food at an average of \$145/month.

## 0600 Consultancy/Subcontracts \$1,800/12 months

Includes as needed Childcare worker to provide childcare during parent trainings/support groups, translator to provide translation services for clients that speak language other than REACH staff, and Clinical Supervisor to provide staff with clinical consultation. Childcare 4hr/mo. at \$18.75/hr. = \$75/mo.; Translator 1hr/mo. at \$25/mo. = \$25/mo.; Clinical Supervisor 2hr/mo. at \$25/mo. = \$50/mo. Total: \$150/mo.

# 0750 Indirect Costs \$23,759/12 months

The indirect rate is calculated based on the cost trends wherein the headquarters cost allocation is trending at 10% on a given month which complies with the 10% de minimis rate of modified total direct cost as outlined on eCFR.200. All headquarters' activities involve executive level oversight of division staff, statewide networking and advocacy and fractional portions of rent, postage, equipment, leases, phones and office supplies required by executive staff engaged in the services benefiting the program. These costs include all payroll, accounts receivable and accounts payable, audits, banking, human resource, risk management, legal, program direction and other functions carried out by headquarters administrative staff.

## TOTAL SERVICES & SUPPLIES \$48,930

# BUDGET SUMMARY - YEAR 4 (Fiscal Year July 1, 2025 – June 30, 2026)

CATEGORY	BUDGET ITEM #	TOTAL
Salaries	0100	\$168,315
Payroll Taxes	0150	\$12,876
Benefits	0200	\$30,633
SUBTOTAL:		\$211,824
SERVICES & SUPPLIES		
Insurance	0250	\$3,672
Communications	0300	\$9,864
Office Expense	0350	\$1,380
Equipment	0400	\$180
Facilities	0450	\$4,751
Travel Costs	0500	\$1,764
Program Supplies	0550	\$1,757
Consultancy/Subcontracts	0600	\$1,800
Fiscal & Audits	0650	\$0
Training	0700	\$600
Indirect Costs	0750	\$23,759
SUBTOTAL:		\$49,527
TOTAL EXPENSES:		\$261,351

# BUDGET PERSONNEL DETAIL - YEAR 4 (Fiscal Year July 1, 2025 - June 30, 2026)

# **VENDOR NAME: Aspiranet**

# **SALARIES**

Position	% of Time on Project	Number of Months	Sala	Monthly ary/Hourly Wages	alary/Wages nds Requested
Program Director (includes 2% cost of living increase)	0.05	12	\$	8,266.09	\$ 4,960
Program Supervisor (includes 2% cost of living increase)	0.4	12	\$	6,262.04	\$ 30,058
Permanency Social Worker (includes 2% cost of living increase)	2	12	\$	5,519.09	\$ 132,458
Administrative Assistant (includes 2% cost of living increase)	0.02	12	\$	3,496.13	\$ 839

Total Salaries/ Wages \$168,315

BENEFITS (Health Ins; Life Ins; Retirement; Other benefits)

Benefit Item (Calculation)	Item Total
Payroll Taxes 7.65%	\$12,876
Benefits total of 18.20% - Includes health insurance 9.3%, dental insurance .23%, life insurance .03%, EAP .04%, Retirement 1.5%, Worker's Compensation 2%, Unemployment Insurance 2.8%, Fringe Benefits 2.3 %	_ \$30,633
	\$
	\$
TOTAL SALARIES AND BENEFITS:	\$211,824

# BUDGET DETAIL - YEAR 4 (Fiscal Year July 1, 2025 - June 30, 2026)

BUDGET LINE ITEM	CATEGORY & DESCRIPTION/ CALCULATION	SUBTOTAL	TOTAL
0250	Insurance	\$3,672	\$3,672
0300	Communications	\$9,864	\$9,864
	Cell Phone Service	\$1,128	\$1,128
	Information Technology Services	\$7,836	\$7,836
	Data/Network Management	\$900	\$900
0350	Office Expense	\$1,380	\$1,380
	Office Supplies	\$360	\$360
	Postage	\$120 \$300	\$120 \$300
	Printing Subscriptions/Books/Dues	\$600 \$600	\$600 \$600
0400	Equipment	\$180	\$180
0450	Facilities	\$4,751	\$4,751
	Building Lease	\$4,751	\$4,751
0500	Travel Costs	\$1,764	\$1,764
0550	Program Supplies	\$1,757	\$1,757
0600	Consultancy/Subcontracts	\$1,800	\$1,800
0650	Fiscal & Audits	\$0	\$0
0700	Training	\$600	\$600
0750	Indirect Costs	\$23,759	\$23,759
TOTAL EXPENSES		\$49,527	\$49,527

# BUDGET DETAIL NARRATIVE - YEAR 4 (Fiscal Year July 1, 2025 - June 30, 2026)

Aspiranet		
	Aspiranet	Aspiranet

## 0250 Insurance \$3,672/12 months

Covers liability insurance based on the program's percentage of overall agency insurance costs. Insurance needed for a particular program is charged directly to the program requiring the coverage. Other insurance coverage that benefits all programs is allocated based on the ratio of each program's expenses to total expenses.

# 0300 Communications \$9,864/12 months

# Cell Phone Service \$1,128/12 months

Covers the monthly charge for cost of cell phones used by staff to maintain communication in the field. 2 FTE SW and .40 FTE Supervisor at 39/mo. per person =  $2.4 \times 39 = 94$ 

# Information Technology Services \$7,836/12 months

Calculated based on the program's percentage of overall agency IT costs. The technology cost for Aspiranet provides complete support of all IT and telecommunications systems used by Aspiranet. Support includes, but is not limited to, the following: Network & Server monitoring and ongoing maintenance, data hosting, equipment repair and refurbishment, 24/7 user Helpdesk support, application development, application and hardware user support, application and equipment training, mobile device configuration and staff support, on-boarding and off-boarding staff, network peripherals, including multifunction devices, printers and other equipment, staff remote portal access to internet and email, and workstation configuration.

# Data/Network Management \$900/12 months

Internet host fees, service fees, VOIP phone service and other charges directly related to Internet services. Estimated at \$75/mo.

#### 0350 Office Expense \$1,380/12 months

# Office Supplies \$360/12 months

Expenses for office supplies and minor office equipment (those with a purchase price under \$25). Office equipment items costing over \$500 are charged to an asset account as defined under depreciation standards. Includes all office materials relevant to operating the program including pens, paperclips, paper, notepads, filing supplies, etc. Joint costs associated with shared supplies in offices are divided and charged individually as direct costs to each category, program, or grant using the direct payroll costs incurred by each grant, contract or program as the base most appropriate. This methodology allows for automatic adjustment of costs charged based on the program or grant mix for each accounting period. Estimated at \$30/mo.

# Postage \$120/12 months

Includes stamps, certification and registration fees, overnight delivery services, payments to commercial freight haulers and movers for delivery of equipment and similar charges. Includes expenses for commercial movers for office or facility relocation. Estimated at \$10/mo.

#### Printing \$300/12 months

Covers cost of photocopying services. Monthly cost is \$25/mo. X 12 = \$300.

# Subscriptions/Books/Dues \$600/12 months

Includes newspapers, professional subscriptions, professional books, and similar printed matter. Licensing fees, dues for advocacy groups and professional development organizations. Fees paid monthly, annually, or periodically for agency membership in various local, state and/or national organizations. Examples include California Association of Children's Homes, Child Welfare League of America, California Association of Private Special Education Schools, Chambers of Commerce, etc. Purchase of welcome packet books for new adoptive families referred to program, estimate 5 families per month x \$10 per book = \$50/mo. = \$600 annually.

Copier at \$15/mo. x 12 = \$180 annually. Leases and rentals of equipment, furniture and fixtures, but excluding rentals and leases of vehicles or space. Includes taxes and other items included with the lease. Excludes maintenance contracts on leased items which are charged to building and equipment contract. Includes short term and long-term equipment leases. Examples include water coolers, copiers, mail machines etc. Joint costs associated with shared equipment in offices are divided and charged individually as direct costs to each category, program, or grant using the direct payroll costs incurred by each grant, contract or program as the base most appropriate. This methodology allows for automatic adjustment of costs charged based on the program or grant mix for each accounting period.

#### 0450 Facilities \$4,751/12 months

# Building Lease \$4,751/12 months

For cost of building lease and included utilities and maintenance: This space will include offices for staff and conference rooms for staff and client meetings. Joint costs associated with operation and maintenance of offices are divided and charged individually as direct costs to each category, program, or grant using the direct payroll costs incurred by each grant, contract or program as the base most appropriate. This methodology allows for automatic adjustment of costs charged based on the program or grant mix for each accounting period. Estimated at \$395.89/mo. This includes a 3% increase from previous year for scheduled lease increases.

## 0500 Travel Costs \$1,764/12 months

Covers cost of mileage reimbursement for field-based activity by Aspiranet program staff. Reimbursement to staff is estimated at \$0.49/mile at 300 miles driven per/month = \$147 x 12 = \$1,764.

# 0550 Program Supplies \$1,757/12 months

Includes any necessary items to provide supplies to the parent training/support groups and children's groups. Supplies can include art supplies, training materials, and refreshments/food at an average of \$146.42/month.

#### 0600 Consultancy/Subcontracts \$1,800/12 months

Includes as needed Childcare worker to provide childcare during parent trainings/support groups, translator to provide translation services for clients that speak language other than REACH staff, and Clinical Supervisor to provide staff with clinical consultation. Childcare 4hr/mo. at \$18.75/hr. = \$75/mo.; Translator 1hr/mo. at \$25/mo. = \$25/mo.; Clinical Supervisor 2hr/mo. at \$25/mo. = \$50/mo. Total: \$150/mo.

## 0700 Training \$600/12 months

Costs to include trainings, conferences, workshops and roundtables for both REACH staff and REACH clients for purpose of gaining additional knowledge, support, and insight in their work with children and families. Includes cost of securing a speaker for an event and all included costs (materials, food, printing, books).

#### 0750 Indirect Costs \$23.759/12 months

The indirect rate is calculated based on the cost trends wherein the headquarters cost allocation is trending at 10% on a given month which complies with the 10% de minimis rate of modified total direct cost as outlined on eCFR.200. All headquarters' activities involve executive level oversight of division staff, statewide networking and advocacy and fractional portions of rent, postage, equipment, leases, phones and office supplies required by executive staff engaged in the services benefiting the program. These costs include all payroll, accounts receivable and accounts payable, audits, banking, human resource, risk management, legal, program direction and other functions carried out by headquarters administrative staff.

## TOTAL SERVICES & SUPPLIES \$49,527

# BUDGET SUMMARY - YEAR 5 (Fiscal Year July 1, 2026 – June 30, 2027)

CATEGORY	BUDGET ITEM #	TOTAL
Salaries	0100	\$169,657
Payroll Taxes	0150	\$12,979
Benefits	0200	\$30,878
SUBTOTAL:		\$213,514
SERVICES & SUPPLIES		
Insurance	0250	\$3,672
Communications	0300	\$9,864
Office Expense	0350	\$1,380
Equipment	0400	\$180
Facilities	0450	\$4,870
Travel Costs	0500	\$1,764
Program Supplies	0550	\$548
Consultancy/Subcontracts	0600	\$1,800
Fiscal & Audits	0650	\$0
Training	0700	\$0
Indirect Costs	0750	\$23,759
SUBTOTAL:		\$47,837
TOTAL EXPENSES:		\$261,351

# BUDGET PERSONNEL DETAIL - YEAR 5 (Fiscal Year July 1, 2026 – June 30, 2027) VENDOR NAME: Aspiranet

# **SALARIES**

Position	% of Time on Project	Number of Months	Sal	Monthly lary/Hourly Wages	llary/Wages ds Requested
Program Director (includes 2% cost of living increase)	0.03	12	\$	8,431.41	\$ 3,035
Program Supervisor (includes 2% cost of living increase)	0.4	12	\$	6,387.29	\$ 30,659
Permanency Social Worker (includes 2% cost of living increase)	2	12	\$	5,629.47	\$ 135,107
Administrative Assistant (includes 2% cost of living increase)	0.02	12	\$	3,566.05	\$ 856

Total Salaries/ Wages \$169,657

BENEFITS (Health Ins; Life Ins; Retirement; Other benefits)

Benefit Item (Calculation)	Item Total
Payroll Taxes 7.65%	\$12,979
Benefits total of 18.20% - Includes health insurance 9.3%, dental insurance .23%, life insurance .03%, EAP .04%, Retirement 1.5%, Worker's Compensation 2%, Unemployment Insurance 2.8%, Fringe Benefits 2.3 %	_ \$30,878
	\$
	\$
TOTAL SALARIES AND BENEFITS:	\$213,514

# BUDGET DETAIL - YEAR 5 (Fiscal Year July 1, 2026 - June 30, 2027)

BUDGET LINE ITEM	CATEGORY & DESCRIPTION/ CALCULATION	SUBTOTAL	TOTAL
0250	Insurance	\$3,672	\$3,672
0300	Communications	\$9,864	\$9,864
	Cell Phone Service	\$1,128	\$1,128
	Information Technology Services	\$7,836	\$7,836
	Data/Network Management	\$900	\$900
0350	Office Expense	\$1,380	\$1,380
	Office Supplies	\$360	\$360
	Postage	\$120	\$120
	Printing	\$300	\$300
	Subscriptions/Books/Dues	\$600	\$600
0400	Equipment	\$180	\$180
0450	Facilities	\$4,870	\$4,870
0500	Building Lease	\$4,870	\$4,870
0500	Travel Costs	\$1,764	\$1,764
0550	Program Supplies	\$548 \$4.800	\$548
0600	Consultancy/Subcontracts Fiscal & Audits	\$1,800 \$0	\$1,800 \$0
0650 0700		\$0 \$0	\$0
0750	Training Indirect Costs	\$0 \$23,759	\$23,759
0730	Indirect Costs	φ23,739	φ23,739
TOTAL		\$47,837	\$47,837
EXPENSES		÷ - 1,00.	÷,55.

## BUDGET DETAIL NARRATIVE - YEAR 5 (Fiscal Year July 1, 2026 - June 30, 2027)

/ENDOR NAME:	Aspiranet			
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## 0250 Insurance \$3,672/12 months

Covers liability insurance based on the program's percentage of overall agency insurance costs. Insurance needed for a particular program is charged directly to the program requiring the coverage. Other insurance coverage that benefits all programs is allocated based on the ratio of each program's expenses to total expenses.

# 0300 Communications \$9,864/12 months

# Cell Phone Service \$1,128/12 months

Covers the monthly charge for cost of cell phones used by staff to maintain communication in the field. 2 FTE SW and .40 FTE Supervisor at 39/mo. per person =  $2.4 \times 39 = 94$ 

# Information Technology Services \$7,836/12 months

Calculated based on the program's percentage of overall agency IT costs. The technology cost for Aspiranet provides complete support of all IT and telecommunications systems used by Aspiranet. Support includes, but is not limited to, the following: Network & Server monitoring and ongoing maintenance, data hosting, equipment repair and refurbishment, 24/7 user Helpdesk support, application development, application and hardware user support, application and equipment training, mobile device configuration and staff support, on-boarding and off-boarding staff, network peripherals, including multifunction devices, printers and other equipment, staff remote portal access to internet and email, and workstation configuration.

# Data/Network Management \$900/12 months

Internet host fees, service fees, VOIP phone service and other charges directly related to Internet services. Estimated at \$75/mo.

#### 0350 Office Expense \$1,380/12 months

#### Office Supplies \$360/12 months

Expenses for office supplies and minor office equipment (those with a purchase price under \$25). Office equipment items costing over \$500 are charged to an asset account as defined under depreciation standards. Includes all office materials relevant to operating the program including pens, paperclips, paper, notepads, filing supplies, etc. Joint costs associated with shared supplies in offices are divided and charged individually as direct costs to each category, program, or grant using the direct payroll costs incurred by each grant, contract or program as the base most appropriate. This methodology allows for automatic adjustment of costs charged based on the program or grant mix for each accounting period. Estimated at \$30/mo.

#### Postage \$120/12 months

Includes stamps, certification and registration fees, overnight delivery services, payments to commercial freight haulers and movers for delivery of equipment and similar charges. Includes expenses for commercial movers for office or facility relocation. Estimated at \$10/mo.

# Printing \$300/12 months

Covers cost of photocopying services. Monthly cost is \$25/mo. X 12 = \$300.

## Subscriptions/Books/Dues \$600/12 months

Includes newspapers, professional subscriptions, professional books, and similar printed matter. Licensing fees, dues for advocacy groups and professional development organizations. Fees paid monthly, annually, or periodically for agency membership in various local, state and/or national organizations. Examples include California Association of Children's Homes, Child Welfare League of America, California Association of Private Special Education Schools, Chambers of Commerce, etc. Purchase of welcome packet books for new adoptive families referred to program, estimate 5 families per month x \$10 per book = \$50/mo. = \$600.

Copier at \$15/mo. x 12 = \$180 annually. Leases and rentals of equipment, furniture and fixtures, but excluding rentals and leases of vehicles or space. Includes taxes and other items included with the lease. Excludes maintenance contracts on leased items which are charged to building and equipment contract. Includes short term and long-term equipment leases. Examples include water coolers, copiers, mail machines etc. Joint costs associated with shared equipment in offices are divided and charged individually as direct costs to each category, program, or grant using the direct payroll costs incurred by each grant, contract or program as the base most appropriate. This methodology allows for automatic adjustment of costs charged based on the program or grant mix for each accounting period.

# 0450 Facilities \$4,870/12 months

#### Building Lease \$4,870/12 months

For cost of building lease and included utilities and maintenance: This space will include offices for staff and conference rooms for staff and client meetings. Joint costs associated with operation and maintenance of offices are divided and charged individually as direct costs to each category, program, or grant using the direct payroll costs incurred by each grant, contract or program as the base most appropriate. This methodology allows for automatic adjustment of costs charged based on the program or grant mix for each accounting period. Estimated at \$405.80/mo. This includes a 3% increase from previous year for scheduled lease increases.

# 0500 Travel Costs \$1,764/12 months

Covers cost of mileage reimbursement for field-based activity by Aspiranet program staff.

Reimbursement to staff is estimated at \$0.49/mile at 300 miles driven per/month = \$147 x 12 = \$1,764.

# 0550 Program Supplies \$548/12 months

Includes any necessary items to provide supplies to the parent training/support groups and children's groups. Supplies can include art supplies, training materials, and refreshments/food at an average of \$45.66/month.

## 0600 Consultancy/Subcontracts \$1,800/12 months

Includes as needed Childcare worker to provide childcare during parent trainings/support groups, translator to provide translation services for clients that speak language other than REACH staff, and Clinical Supervisor to provide staff with clinical consultation. Childcare 4hr/mo. at \$18.75/hr. = \$75/mo.; Translator 1hr/mo. at \$25/mo. = \$25/mo.; Clinical Supervisor 2hr/mo. at \$25/mo. = \$50/mo. Total: \$150/mo.

# 0750 Indirect Costs \$23,759/12 months

The indirect rate is calculated based on the cost trends wherein the headquarters cost allocation is trending at 10% on a given month which complies with the 10% de minimis rate of modified total direct cost as outlined on eCFR.200. All headquarters' activities involve executive level oversight of division staff, statewide networking and advocacy and fractional portions of rent, postage, equipment, leases, phones and office supplies required by executive staff engaged in the services benefiting the program. These costs include all payroll, accounts receivable and accounts payable, audits, banking, human resource, risk management, legal, program direction and other functions carried out by headquarters administrative staff.

TOTAL SERVICES & SUPPLIES \$47,837

# 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) Compar	ny Board Member Information:			
Name:		Date:		
Job Title:				
(2) Compar	ny/Agency Name and Address:			
. ,				
(3) Disclose	ure (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) Authoriz	zed Signature	Date:		
olgitature.		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 <u>Aspiranet</u> (PROVIDER) related to provision of <u>Adoption Support and Preservation</u> services for COUNTY's resource families, requires that the undersigned report all known or suspected child abuse or neglect to one or more of the agencies set forth in Penal Code (P.C.) section (§) 11165.9.

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

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

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

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

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

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

SIGNATURE

DATE