

PSYCHOSOCIAL ASSESSMENT MASTER AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of March, 2017, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and each Vendor listed in Exhibit A "Contractors List", attached hereto and by this reference incorporated herein, collectively herein referred to as "CONTRACTORS", and such additional CONTRACTORS as may, from time to time during the term of this Agreement, be added by the COUNTY. Reference in this Agreement to "party" or "parties" shall be understood to refer to the COUNTY and each CONTRACTOR(S), unless otherwise specified.

WITNESSETH:

WHEREAS, COUNTY, through its Department of Social Services (DSS), has a need to have Psychosocial Assessments administered to all incoming Family Resource Applicants and current licensed foster families' homes, approved relative caregivers and Non-Relative Extended Family Members (NREFM); and

WHEREAS, the Psychosocial Assessment is mandated by Welfare and Institutions Code (W&IC) section 16519.5 et seq.,(Continuum of Care Reform) beginning January 1, 2017; and

WHEREAS, CONTRACTORS represent that they have the expertise to provide Psychosocial Assessments needed by DSS, and are willing to provide them subject to the terms and conditions of this Agreement.

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

1. SERVICES

A. CONTRACTORS shall perform all services and fulfill all responsibilities as set forth in Exhibit B, "Summary of Services" attached hereto and by this reference incorporated herein. In addition, CONTRACTORS shall perform all services and fulfill all responsibilities as set forth in the Request for Application, dated December 12, 2016, and Addendum #1 to the Request for Application, dated December 22, 2016 (collectively referred to herein as COUNTY's RFA), and CONTRACTOR'S Response to the Request for Application, both of which are incorporated herein by reference and made part of this Agreement. In the event of any inconsistency among these documents, the inconsistency

1 shall be resolved by giving precedence in the following order of priority: (1) to this Agreement,
2 including all Exhibits, (2) to the COUNTY'S RFA, (3) to the CONTRACTORS' response to
3 COUNTY'S RFA. A copy of the COUNTY'S RFA and the CONTRACTORS' response shall be
4 retained and made available during the term of this Agreement by COUNTY.

5 B. The COUNTY shall be responsible for services as set forth in the "Summary of
6 Services", identified in Exhibit B, under the heading "COUNTY RESPONSIBILITIES."

7 C. In the event of the termination or expiration of this Agreement in accordance with
8 Section Two (2) or Three (3) of this Agreement, the CONTRACTORS shall provide Psychosocial
9 Assessments Transitional services to DSS clients in accordance with the terms and conditions of this
10 Agreement, working with COUNTY staff. Transitional services shall include, but is not limited to the
11 transfer of service records and shall not exceed a maximum of Thirty (30) days. This Section of the
12 Agreement shall survive Thirty (30) days from the expiration or written termination date of this
13 Agreement.

14 **2. TERM**

15 This Agreement shall become effective upon execution and shall terminate on the 30th
16 day of June 2018.

17 **3. TERMINATION**

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

22 B. Breach of Contract – The COUNTY may immediately suspend or terminate this
23 Agreement in whole or in part, wherein the determination of the COUNTY there is:

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

1 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of
2 any breach of this Agreement or any default which may then exist on the part of the CONTRACTORS.
3 Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to
4 the breach or default. The COUNTY shall have the right to demand of the CONTRACTORS the
5 repayment to the COUNTY of any funds disbursed to the CONTRACTORS under this Agreement,
6 which in the judgment of the COUNTY were not expended in accordance with the terms of this
7 Agreement. The CONTRACTORS shall promptly refund any funds upon demand or, at the
8 COUNTY'S option such repayment shall be deducted from future payments owing to the
9 CONTRACTORS under this Agreement.

10 C. Without Cause – Under circumstances other than those set forth above, this
11 Agreement may be terminated by the COUNTY'S DSS Director, or designee upon the giving of Thirty
12 (30) days advance written notice of an intention to terminate to the CONTRACTORS. Written notice of
13 termination given by a CONTRACTOR to the COUNTY shall only be effective as to the Agreement in
14 relation to that CONTRACTOR and shall have no effect on the renewal of the Agreement with respect
15 to all other CONTRACTORS. Likewise, notice of termination given by the COUNTY shall only be
16 effective as to the Agreement in relation to the CONTRACTOR to whom the notice is addressed and
17 shall have no effect on the Agreement with respect to all other CONTRACTORS.

18 4. COMPENSATION

19 The COUNTY agrees to pay the CONTRACTORS and the CONTRACTORS agree to
20 receive compensation as follows: One Thousand Five Hundred Thirty and No/100 Dollars (\$1,530.00)
21 per Psychosocial Assessment of an English speaker and One Thousand Eight Hundred Thirty and
22 No/100 Dollars (\$1,830.00) per Psychosocial Assessment of a non-English speaker. Payment shall be
23 made once a completed Psychosocial Assessment has been submitted to the COUNTY. In no event
24 shall compensation for services performed under this Agreement by all CONTRACTORS collectively
25 from February 28, 2017 through June 30, 2017 be in excess of Five Hundred Ninety-Six Thousand Two
26 Hundred Fifty and No/100 Dollars (\$596,250.00). In no event shall compensation for services
27 performed under this Agreement by all CONTRACTORS collectively during the period July 1, 2017
28 through June 30, 2018 be in excess of One Million Three Hundred Ninety-One Thousand Two Hundred

1 Fifty and No/100 Dollars (\$1,391,250.00). In no event shall compensation for services performed
2 under this Agreement by all CONTRACTORS collectively during the term of this Agreement be in
3 excess of One Million Nine Hundred Eighty Seven Thousand Five Hundred and No/100 Dollars
4 (\$1,987,500.00).

5 Except as provided below regarding State payment delays, payments by the COUNTY
6 shall be in arrears, for services provided during the preceding month, within Forty-Five (45) days after
7 receipt and verification of the CONTRACTORS' invoices by COUNTY'S DSS. If the
8 CONTRACTORS should fail to comply with any provision of this Agreement, the COUNTY shall be
9 relieved of its obligation for further compensation.

10 The services provided by the CONTRACTORS under this Agreement are funded in
11 whole or in part by the State of California. In the event that funding for these services is delayed by the
12 State Controller, the COUNTY may defer payment to the CONTRACTORS. The amount of the
13 deferred payment shall not exceed the amount of funding delayed by the State Controller to the
14 COUNTY. The period of time of the deferral by the COUNTY shall not exceed the period of time of
15 the State Controller's delay of payment to the COUNTY plus Forty-Five (45) days.

16 It is understood that all expenses incidental to the CONTRACTORS' performance of
17 services under this Agreement shall be borne by CONTRACTORS.

18 **5. INVOICING**

19 The CONTRACTORS shall invoice the COUNTY in arrears by the Fifteenth (15th) of
20 each month for all completed Psychosocial Assessments submitted to COUNTY in the previous month
21 to: DSSInvoices@co.fresno.ca.us. A monthly activity report shall accompany the invoice, reflecting
22 services provided and the invoiced amount and be in a format acceptable to the COUNTY. No
23 reimbursement for services shall be made until invoices and monthly activity reports are received,
24 reviewed and approved by the COUNTY.

25 At the discretion of the COUNTY'S DSS Director or designee, if an invoice is incorrect
26 or is otherwise not in proper form or substance, the COUNTY'S DSS Director or designee shall have
27 the right to withhold payment as to only that portion of the invoice that is incorrect or improper after
28 Five (5) days prior written notice to the CONTRACTORS. The CONTRACTORS agree to continue to

1 provide services for a period of Ninety (90) days after notification of an incorrect or improper invoice.
2 If after the Ninety (90) day period the invoice(s) is still not corrected to the COUNTY'S DSS
3 satisfaction, the COUNTY'S DSS Director or designee may elect to terminate this agreement, pursuant
4 to the termination provisions stated in Section Three (3) of this Agreement.

5 All final claims shall be submitted by the CONTRACTORS within Sixty (60) days
6 following the final month of service for which payment is claimed. Claims received beyond the sixty
7 (60) day period will be denied, unless, at the discretion of the COUNTY'S DSS Director or designee,
8 the COUNTY determines to make payment on the claim.

9 **6. MODIFICATION**

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

12 B. The CONTRACTORS hereby agree that changes to the compensation under this
13 agreement may be necessitated by a reduction in funding from State and/or Federal sources. The
14 COUNTY'S DSS Director or designee may modify the maximum compensation depending on State
15 and/or Federal funding availability, as stated in Section Four (4) of this Agreement. The
16 CONTRACTORS further understand that this Agreement is subject to any restrictions, limitations, or
17 enactments of all legislative bodies which affect the provisions, term, or funding of this agreement in
18 any manner.

19 **7. INDEPENDENT CONTRACTOR**

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

1 The CONTRACTORS and the COUNTY shall comply with all applicable provisions of
2 law and the rules and regulations, if any, of government authorities having jurisdiction over matters
3 which are directly or indirectly the subject of this Agreement.

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

12 **8. NON-ASSIGNMENT**

13 Neither party shall assign, transfer or subcontract this Agreement nor their rights or
14 duties under this Agreement without the prior written consent of the other party.

15 **9. HOLD-HARMLESS**

16 The CONTRACTORS agrees to indemnify, save, hold harmless, and at the COUNTY'S
17 request, defend the COUNTY, their officers, agents and employees from any and all costs and
18 expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring or
19 resulting to the COUNTY in connection with the performance, or failure to perform, by the
20 CONTRACTORS, its officers, agents or employees under this Agreement, and from any and all costs
21 and expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring
22 or resulting to any person, firm or corporation who may be injured or damaged by the performance, or
23 failure to perform, of the CONTRACTORS, its officers, agents or employees under this Agreement. In
24 addition, the CONTRACTORS agree to indemnify the COUNTY for Federal, State of California
25 and/or local audit exceptions resulting from non-compliance herein on the part of the
26 CONTRACTORS.

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1 **10. INSURANCE**

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

7 A. Commercial General Liability

8 Commercial General Liability Insurance with limits of not less than One Million
9 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars
10 (\$2,000,000). This policy shall be issued on a per occurrence basis. The COUNTY
11 may require specific coverage 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 the Agreement.

12 B. Automobile Liability

13 Comprehensive Automobile Liability Insurance with limits for bodily injury of not
14 less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five Hundred
15 Thousand Dollars (\$500,000) per accident and for property damages of not less than
16 Fifty Thousand Dollars (\$50,000), or such coverage with a combined single limit of
17 Five Hundred Thousand Dollars (\$500,000). Coverage should include owned and
non-owned vehicles used in connection with this Agreement.

18 C. Professional Liability

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

22 CONTRACTORS agrees that it shall maintain, at its sole expense, in full force and
23 effect for a period of three (3) years following the termination of this Agreement, one
24 or more policies of professional liability insurance with limits of coverage as
specified herein.

25 D. Worker's Compensation

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

28 The CONTRACTORS shall obtain endorsements to the Commercial General Liability
Insurance naming the County of Fresno, their officers, agents, and employees, individually and

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

7 Within Thirty (30) days from the date the CONTRACTORS signs this Agreement, the
8 CONTRACTORS shall provide certificates of insurance and endorsements as stated above for all the
9 foregoing policies, as required herein, to the County of Fresno Department of Social Services, P.O. Box
10 1912, Fresno, California, 93718-1912, Attention: Contract Analyst, stating that such insurance
11 coverages have been obtained and are in full force; that the County of Fresno, its officers, agents and
12 employees will not be responsible for any premiums on the policies; that such Commercial General
13 Liability Insurance names the County of Fresno, its officers, agents and employees, individually and
14 collectively, as additional insured, but only insofar as the operations under this Agreement are
15 concerned; that such coverage for additional insured shall apply as primary insurance and any other
16 insurance, or self-insurance, maintained by the COUNTY, its officers, agents and employees, shall be
17 excess only and not contributing with insurance provided under the CONTRACTOR'S policies herein;
18 and that this insurance shall not be cancelled or changed without a minimum of Thirty (30) days
19 advance, written notice given to the COUNTY.

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

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

26 **11. SUBCONTRACTS**

27 The CONTRACTORS shall obtain written approval from the COUNTY or the
28 COUNTY'S DSS Director, or designee before subcontracting any of the services delivered under this

1 Agreement. Any transferee, assignee or subcontractor will be subject to all applicable provisions of this
2 Agreement, and all applicable State and Federal regulations. The CONTRACTORS shall be held
3 primarily responsible by the COUNTY for the performance of any transferee, assignee or subcontractor
4 unless otherwise expressly agreed to in writing by the COUNTY. The use of subcontractors by the
5 CONTRACTORS shall not entitle the CONTRACTORS to any additional compensation than is
6 provided for under this Agreement.

7 **12. CONFLICT OF INTEREST**

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

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

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

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

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1 **14. NON-DISCRIMINATION**

2 During the performance of this Agreement, the CONTRACTORS shall not unlawfully
3 discriminate against any employee or applicant for employment, or recipient of services, because of
4 race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age
5 or gender, pursuant to all applicable State of California and Federal statutes and regulations.

6 The CONTRACTORS agree to compile data, maintain records and submit reports as
7 required by this Agreement; to permit effective enforcement of the aforementioned laws, rules and
8 regulations and permit authorized COUNTY, CDSS and/or federal government personnel, during
9 normal working hours, to review records, books and accounts of the CONTRACTORS relevant to this
10 Agreement as needed to ascertain compliance. If there are any violations of this Non-Discrimination
11 section, CDSS shall have the right, upon written notice to the CONTRACTORS, to invoke fiscal
12 sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or
13 Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the
14 appropriate federal agency for further compliance action and enforcement of this section. Furthermore,
15 if an allegation of discrimination occurs, the COUNTY may withhold all further funds, until the
16 CONTRACTORS can show clear and convincing evidence to the satisfaction of the COUNTY that
17 funds provided under this Agreement were not used in connection with the alleged discrimination.

18 **15. RECRUITMENT OF EMPLOYEES AND SERVICE TO CLIENTS**

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

25 **16. LIMITED ENGLISH PROFICIENCY**

26 The CONTRACTORS shall provide interpreting and translation services to persons
27 participating in the CONTRACTORS' services that have limited or no English language proficiency,
28 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 the CONTRACTORS. Interpreter and translation services, including translation of the CONTRACTOR'S "vital documents" (those documents that contain information that is critical for accessing the CONTRACTOR'S services or are required by law) shall be provided to participants at no cost to the participant. The CONTRACTORS 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 the CONTRACTOR'S services.

17. **CONFIDENTIALITY**

All services performed by the CONTRACTORS under this Agreement shall be in strict conformance with all applicable Federal, State of California, and/or local laws and regulations relating to confidentiality including, but not limited to: California Welfare and Institutions Code Sections 10850 and 14100.2; the CDSS Manual of Policies and Procedures, Division 19-0000. The purpose of this section is to assure that all applications and records concerning program recipients shall be kept confidential and shall not be opened to examination, publicized, disclosed, or used for any purpose not directly connected with administration of the program. CONTRACTORS shall inform all of its employees, agents, officers, and subcontractors of this provision; and that any person knowingly and intentionally violating this provision is guilty of a misdemeanor.

18. **DATA SECURITY**

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

A. The CONTRACTORS-Owned Mobile/Wireless/Handheld Devices may not be connected to the COUNTY networks via personally owned mobile, wireless or handheld devices,

1 except when authorized by the COUNTY for telecommuting and then only if virus protection software
2 currency agreements are in place and if a secure connection is used.

3 B. The CONTRACTORS-Owned Computers or Computer Peripherals may not be
4 brought into the COUNTY for use, including and not limited to mobile storage devices, without prior
5 authorization from the COUNTY'S Chief Information Officer and/or designee(s). Data must be stored
6 on a secure server approved by the COUNTY and transferred by means of a VPN (Virtual Private
7 Network) connection, or another type of secure connection of this type if any data is approved to be
8 transferred.

9 C. The COUNTY-Owned Computer Equipment – The CONTRACTORS or anyone
10 having an employment relationship with the COUNTY may not use the COUNTY computers or
11 computer peripherals on the non-COUNTY premises without prior authorization from the COUNTY'S
12 Chief Information Officer and/or designee(s).

13 D. The CONTRACTORS may not store the COUNTY'S private, confidential or
14 sensitive data on any hard-disk drive.

15 E. The CONTRACTORS are responsible to employ strict controls to insure the
16 integrity and security of the COUNTY'S confidential information and to prevent unauthorized access to
17 data maintained in computer files, program documentation, data processing systems, data files and data
18 processing equipment which stores or processes the COUNTY data internally and externally.

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

22 G. The CONTRACTORS are responsible to immediately notify the COUNTY of any
23 breaches or potential breaches of security related to the COUNTY'S confidential information, data
24 maintained in computer files, program documentation, data processing systems, data files and data
25 processing equipment which stores or processes the COUNTY data internally or externally.

26 H. In the event of a breach of security related to the COUNTY'S confidential client
27 information provided to the CONTRACTORS, the COUNTY will manage the response to the incident,
28 however, the CONTRACTORS will be responsible to issue any notification to affected individuals as

1 required by law or as deemed necessary by the COUNTY in its sole discretion. The CONTRACTORS
2 will be responsible for all costs incurred as a result of providing the required notification.

3 I. The requirements in this Data Security provision shall apply to the
4 CONTRACTOR'S subcontractors, if any.

5 **19. CLEAN AIR AND WATER**

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

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

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

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

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

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

22 The CONTRACTORS hereby provides the certification that is required by regulations
23 implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, requiring the
24 maintenance of a drug-free workplace. False certification or violation of the certification shall be
25 grounds for suspension of payments, suspension or termination of grants, or government wide
26 suspension or debarment. The CONTRACTORS shall also comply with the requirements of the Drug-
27 Free Workplace Act of 1990 (California Government Code section 8350 *et seq.*)

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

4 A. The COUNTY and CONTRACTORS recognize that Federal assistance funds will be
5 used under the terms of this Agreement. The CONTRACTORS, hereby certifies, as required by the
6 regulation implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, section
7 98.510, Participant's responsibilities, (published as Part VII of the May 26, 1988 Federal Register
8 (pages 19160-19211)), the following:

9 1) Neither it nor its principals are presently debarred, suspended, proposed for
10 debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any
11 Federal department or agency.

12 2) Shall not knowingly enter into any lower tier covered transaction with a person who
13 is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered
14 transaction, unless unauthorized by the Federal department or agency with which this transaction
15 originated.

16 3) Where the CONTRACTORS are unable to certify to any of the statements in this
17 certification, the CONTRACTORS shall attach an explanation to this Agreement.

18 4) Provide immediate written notice to the COUNTY if at any time the
19 CONTRACTORS learn that its certification in Section Twenty One (21) of this Agreement was
20 erroneous when submitted or has become erroneous by reason of changed circumstances.

21 5) Include a clause identical to Section Twenty One (21) of this Agreement and titled
22 "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier
23 Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier
24 covered transaction.

25 6) This assurance shall be included in every nonexempt subgrant, contract, or
26 subcontract that the CONTRACTORS enter into relating to this Agreement.

27 7) The certification in Section Twenty One (21) of this Agreement is a material
28 representation of fact upon which the COUNTY relied in entering into this Agreement.

1 **22. ACKNOWLEDGEMENT**

2 The CONTRACTORS shall acknowledge in all public relations activities, materials and
3 publications that the COUNTY is the funding source for services to be provided through this
4 Agreement.

5 **23. POLITICAL ACTIVITY**

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

9 **24. LOBBYING ACTIVITY**

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

13 **25. STATE ENERGY CONSERVATION**

14 The CONTRACTORS must comply with the mandatory standard and policies relating to
15 energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with
16 42 United States (US) Code sections 6321, et. seq.

17 **26. FRATERNIZATION**

18 The CONTRACTORS shall establish procedures addressing fraternization between the
19 CONTRACTORS' staff and clients. Such procedures will include provisions for informing the
20 CONTRACTORS' staff and clients regarding fraternization guidelines.

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

22 The COUNTY reserves the right to make final interpretations or clarifications on issues
23 relating to Federal and State laws and regulations applicable to this Agreement, to ensure compliance.

24 **28. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

25 The parties, its officers, consultants, subcontractors, agents and employees shall comply
26 with all applicable State, Federal and local laws and regulations governing projects that utilize Federal
27 Funds.

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1 **29. RECORDS**

2 **A. Record Establishment and Maintenance**

3 The CONTRACTORS shall establish and maintain records in accordance with those
4 requirements prescribed by the COUNTY and communicated in writing to the CONTRACTORS with
5 respect to all matters covered by this Agreement. The CONTRACTORS shall retain all fiscal books,
6 account records and client files for services performed under this Agreement for at least Four (4) years
7 from date of final payment under this Agreement or until all State and Federal audits are completed for
8 that fiscal year, whichever is later.

9 **B. Cost Documentation**

10 The CONTRACTORS shall submit to the COUNTY within Fifteen (15) calendar days
11 following the end of each month, all fiscal and program reports for that month. The CONTRACTORS
12 shall also furnish to the COUNTY such statements, records, data and information as the COUNTY may
13 request pertaining to matters covered by this Agreement. In the event that CONTRACTORS fail to
14 provide reports as provided herein, it shall be deemed sufficient cause for the COUNTY to withhold
15 payments until compliance is established.

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

20 The COUNTY shall notify the CONTRACTORS in writing within Thirty (30) days of
21 any potential State or Federal audit exception discovered during an examination. Where findings
22 indicate that program requirements are not being met by the and State or Federal participation in this
23 program may be imperiled in the event that corrections are not accomplished by the CONTRACTORS
24 within Thirty (30) days of receipt of such notice from the COUNTY, written notification of the findings
25 shall constitute COUNTY'S intent to terminate this Agreement.

26 **C. Service Documentation**

27 The CONTRACTORS agrees to maintain records to verify services under this
28 Agreement including names and addresses of clients served, the date of service and a description of

1 services provided on each occasion. These records and any other document pertaining in whole or in
2 part to this Agreement shall be clearly identified and readily accessible.

3 D. Use of Data

4 The CONTRACTORS shall grant to the COUNTY and the United States Department
5 Health and Human Services the royalty-free, nonexclusive and irrevocable license throughout the world
6 to publish, translate, reproduce, deliver, perform, dispose of, duplicate, use, and/or disclose in any
7 manner and for any purpose whatsoever and to authorize others to do so, all subject data now or
8 hereafter covered by copyright. The CONTRACTORS shall exert all reasonable effort to advise the
9 COUNTY at time of delivery of subject data furnished under this Agreement, of all possible invasions
10 of the right of privacy therein contained, and of all portions of such subject data copied from work not
11 composed or produced in the performance of this Agreement and not licensed under this provision.

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

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

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

28 ///

1 **30. SINGLE AUDIT CLAUSE**

2 The CONTRACTORS agrees to provide a copy of its audit report, performed in
3 accordance with the requirements of the Single Audit Act of 1984 (31 USC section 7502) and subject to
4 the terms of Office of Management and Budget (OMB) Circulars (A-110, A-122 and A-133), to the
5 COUNTY. Such audit shall be delivered to the COUNTY, for review no later than Nine (9) months
6 after the close of the CONTRACTOR'S fiscal year in which the funds supplied through this Agreement
7 are expended and/or received for this program. The audit must include a statement of findings or a
8 statement that there were no findings. If there were negative findings, the CONTRACTORS must
9 include a corrective action plan signed by an authorized individual. Failure to comply with the Single
10 Audit Act may result in the COUNTY performing the necessary audit tasks, or, at the COUNTY'S
11 option, contracting with a qualified accountant to perform this audit. All audit costs related to this
12 Agreement are the sole responsibility of the CONTRACTORS who agrees to take corrective action to
13 eliminate any material noncompliance or weakness found as a result of such audit. Audit work
14 performed by the COUNTY under this paragraph shall be performed only after written notice to the
15 CONTRACTORS and billed to the CONTRACTORS at the COUNTY cost as determined by the
16 COUNTY'S Auditor-Controller/Treasurer-Tax Collector.

17 **31. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

18 To the extent necessary to prevent disallowance of reimbursement under section
19 1861(v)(1)(I) of the Social Security Act (42 U.S.C. § 1395x(v)(1)[I]), until the expiration of Four (4)
20 years after the furnishing of services under this Agreement, CONTRACTORS shall make available,
21 upon written request to the Secretary of the United States Department of Health and Human Services,
22 or upon request to the Comptroller General of the United States General Accounting Office, or any of
23 their duly authorized representatives, a copy of this Agreement and such books, documents and records
24 as are necessary to certify the nature and extent of the costs of these services provided by the
25 CONTRACTORS under this Agreement. The CONTRACTORS further agree that in the event the
26 CONTRACTORS carries out any of its duties under this Agreement through a subcontract, with a value
27 or cost of Ten Thousand and No/100 Dollars (\$10,000.00) or more over a Twelve (12) month period,
28 with a related organization, such Agreement shall contain a clause to the effect that until the expiration

1 of Four (4) years after the furnishing of such services pursuant to such subcontract, the related
2 organizations shall make available, upon written request to the Secretary of the United States
3 Department of Health and Human Services, or upon request to the Comptroller General of the United
4 States General Accounting Office, or any of their duly authorized representatives, a copy of such
5 subcontract and such books, documents and records of such organization as are necessary to verify the
6 nature and extent of such costs.

7 **32. CHILD ABUSE REPORTING**

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

17 **33. CHARITABLE CHOICE**

18 The CONTRACTORS may not discriminate in its program delivery against a client or
19 potential client on the basis of religion or religious belief, a refusal to hold a religious belief, or a
20 refusal to actively participate in a religious practice. Any specifically religious activity or service made
21 available to individuals by the CONTRACTORS must be voluntary as well as separate in time and
22 location from the COUNTY funded activities and services. The CONTRACTORS shall inform the
23 COUNTY to whether it is faith-based. If the CONTRACTORS identify as faith-based it must submit to
24 the COUNTY a copy of its policy on referring individuals to an alternate treatment provider, and
25 include a copy of this policy in its client admission forms. The policy must inform individuals that they
26 may be referred to an alternative provider if they object to the religious nature of the program, and
27 include a notice to DSS. Adherence to this policy will be monitored during annual site reviews, and a
28 review of client files. If the CONTRACTORS identifies as faith-based, by July 1 of each year the

1 CONTRACTORS will be required to report to the COUNTY the number of individuals who requested
2 referrals to alternate providers based on religious objection.

3 **34. PERSONNEL DISCLOSURE**

4 The CONTRACTORS shall make available to the COUNTY a list of all the
5 CONTRACTORS personnel providing services hereunder. Changes to this list will be immediately
6 provided to the COUNTY in writing. The list shall provide the following information:

7 A. All full or part-time staff positions by title whose direct services are required to
8 provide the program services described herein;

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

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

12 D. The names of persons filling the identified positions and languages staff is able to
13 provide services in.

14 **35. PROHIBITION OF PUBLICITY**

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

23 **36. AUDITS AND INSPECTIONS**

24 The CONTRACTORS shall at any time during business hours, and as often as the
25 COUNTY may deem necessary, make available to the COUNTY for examination all of the
26 CONTRACTORS' records and data with respect to the matters covered by this Agreement. The
27 CONTRACTORS shall, upon request to the COUNTY, permit the COUNTY to audit and inspect all
28

1 such records and data necessary to ensure the CONTRACTORS' compliance with the terms of this
2 Agreement.

3 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00), the
4 CONTRACTOR shall be subject to the examination and audit of the State of California Auditor
5 General for a period of Three (3) years after final payment under contract (California Government Code
6 section 8546.7).

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

18 Notwithstanding the Term Provision stated in Section Two (2) of this Agreement, it is
19 acknowledged by the parties hereto that this Agreement shall continue in full force and effect with
20 respect to all audit procedures and requirements as stated in this Agreement until such audit procedures
21 and requirements have been completed to the review and satisfaction of the COUNTY. The
22 CONTRACTORS shall bear all costs in connection with or resulting from any audit and/or inspection
23 required by this Agreement, including but not limited to actual costs incurred and the payment of any
24 expenditures disallowed by the COUNTY, State or Federal governmental entities, including any
25 assessed interest and penalties.

26 **37. LICENSES**

27 The CONTRACTORS shall throughout the term of this Agreement maintain all
28 necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision

1 of services hereunder and required by the laws and regulations of the United States, State of California,
2 the COUNTY, and any other applicable governmental agencies. The CONTRACTORS shall notify the
3 COUNTY immediately in writing of its inability to obtain or maintain all necessary licenses, permits,
4 approvals, certificates, waivers and exemptions, irrespective of the pendency of all appeal related
5 thereto. Additionally, the CONTRACTORS shall comply with all other applicable rules or regulations,
6 as may not exist or be hereinafter changed.

7 **38. SEPARATE AGREEMENT**

8 It is mutually understood by the parties that this Agreement does not, in any way, create
9 a joint venture among the individual CONTRACTORS. By execution of the Agreement, the
10 CONTRACTORS understand that a separate Agreement is formed between each individual
11 CONTRACTOR and COUNTY. The CONTRACTORS further understand that the COUNTY utilizes
12 services of other CONTRACTORS and that no single CONTRACTOR is guaranteed any specific
13 amount of compensation during the term of this Agreement.

14 **39. ADDITIONS/DELETIONS OF CONTRACTORS**

15 The COUNTY'S DSS Director or designee, on behalf of the COUNTY, reserves the
16 right at any time during the term of this Agreement to add new CONTRACTORS to those listed in
17 Exhibit A "Contractors List," based on COUNTY need. To be added to this Agreement, the new
18 CONTRACTORS shall apply by submitting a Response to COUNTY'S RFA. Upon COUNTY'S DSS
19 Director or designee agreeing to add a CONTRACTOR to this Agreement, the CONTRACTOR shall
20 be added to Exhibit A and shall execute this Agreement, agreeing to the terms herein. It is understood
21 any such additions will not affect compensation paid to the other CONTRACTORS, and therefore such
22 additions may be made by the COUNTY'S DSS Director or designee without notice or approval of
23 other CONTRACTORS under this Agreement. These same provisions shall apply to the deletion of any
24 CONTRACTOR listed in Exhibit A " Contractors List", except that deletions shall be by written
25 mutual agreement between the COUNTY'S DSS Director, or designee and the particular
26 CONTRACTOR to be deleted, or shall be in accordance with the provisions of Section Three (3) of
27 this Agreement.

28 ///

1 **40. AVAILABILITY**

2 The COUNTY'S DSS may or may not require the services of the CONTRACTORS
3 during the term of this Agreement. The COUNTY'S DSS recognizes that due to other employment,
4 CONTRACTORS may or may not be available to perform services at times requested by the
5 COUNTY'S DSS.

6 **41. GRIEVANCES**

7 The CONTRACTORS shall establish procedures for handling client complaints and/or
8 grievances. Such procedures will include provisions for informing clients of their rights to a State
9 Hearing to resolve such issues.

10 **42. NOTICES**

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

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

CONTRACTORS
 See Exhibit A

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

22 **43. CHANGE OF LEADERSHIP / MANAGEMENT**

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

1 **44. GOVERNING LAW**

2 The parties agree that for purposes of venue, performance under this Agreement is to be
3 in Fresno County, California.

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

6 **45. SEVERABILITY**

7 Should any court or regulatory agency or body determine, in a form and manner which render
8 such determination enforceable against either of the parties, that any provision of this Agreement is
9 void, invalid, unenforceable, or illegal, such determination shall not affect any other provision of this
10 Agreement, and this Agreement shall, if reasonable, be construed and performed as if such void,
11 invalid, unenforceable, or illegal provision had never been contained herein.

12 **46. ENTIRE AGREEMENT**

13 This Agreement, including all Exhibits and the COUNTY'S RFA and the
14 CONTRACTORS' Response to COUNTY'S RFA, constitutes the entire agreement between the
15 CONTRACTORS and the COUNTY with respect to the subject matter hereof and supersedes all
16 previous agreement negotiations, proposals, commitments, writings, advertisements, publications and
17 understandings of any nature whatsoever unless expressly included in this Agreement.

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

ATTEST:

CONTRACTORS:

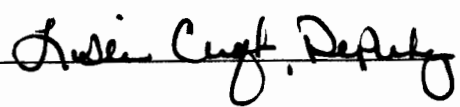
COUNTY OF FRESNO

SEE ATTACHED SIGNATURE PAGES

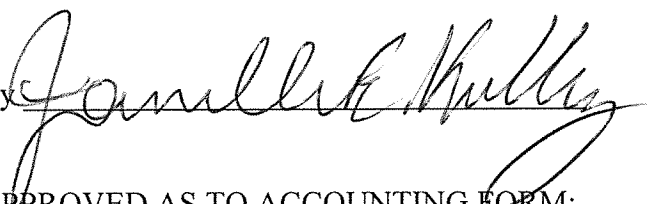
By 

BRIAN PACHECO
Chairman, Board of Supervisors


BERNICE E. SEIDEL, Clerk
Board of Supervisors

By 

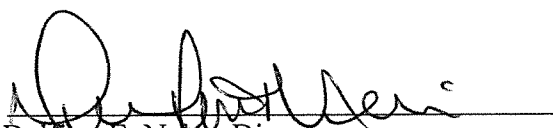
1 APPROVED AS TO LEGAL FORM:
2 DANIEL C. CEDERBORG, COUNTY COUNSEL

3
4 By 

5
6 APPROVED AS TO ACCOUNTING FORM:
7 OSCAR J. GARCIA, C.P.A., AUDITOR-CONTROLLER/
8 TREASURER-TAX COLLECTOR

9
10 By 

11 REVIEWED AND RECOMMENDED FOR
12 APPROVAL:

13
14 By 
15 Delino E. Neira, Director
16 Department of Social Services

17
18
19
20
21
22
23 Fund/Subclass: 0271/13030
24 Organization: 6210
25 Account/Program: 7910/0

26 MSR

27 **PLEASE SEE ADDITIONAL**
28 **SIGNATURE PAGE ATTACHED**

1 **CONTRACTOR:**
2 **ASPIRANET**

3 By 

4 Print Name: Vernon Brown

5 Title: CEO

6 Chairman of the Board, or President,
7 Or any Vice President or Owner, or
8 Director

9 Date: 2/3/17

10
11 By 

12 Print Name: JOHN REIBER

13 Title: CFO

14 Secretary (of Corporation), or any
15 Assistant Secretary, or Chief Financial
16 Officer, or Chief Accountant, or any
17 Assistant Treasurer

18 Date: 2.2.17
19
20
21
22
23

24 Mailing Address:
25 1320 E. Shaw, Ste. 140
26 Fresno, CA 93710

26 Phone: (650) 866-4080

27 Email: vvbrown@aspiranet.org

28 Attention: Vernon Brown, Chief Executive Officer

1 **CONTRACTOR:**

2 **FAMILY CONNECTIONS CHRISTIAN ADOPTIONS**

3 By Wayne Mott

4 Print Name: [Signature]

5 Title: Executive Director

6 Chairman of the Board, or President,
7 Or any Vice President or Owner, or
8 Director

9 Date: 2-7-17

10
11 By [Signature]

12 Print Name: Chrissy Aguiar

13 Title: Secretary

14 Secretary (of Corporation), or any
15 Assistant Secretary, or Chief Financial
16 Officer, or Chief Accountant, or any
17 Assistant Treasurer

18 Date: 2/6/17

24 Mailing Address:
25 1120 Tully Rd.
26 Modesto, CA 95350

27 Phone: (209) 524-8844

28 Email: waynemott@fcadoptions.org

Attention: Wayne Mott, Executive Officer

1 **CONTRACTOR:**
2 **GOLDEN STATE FAMILY SERVICES**

3 By Kristin Withrow

4 Print Name: KRISTIN WITHROW

5 Title: ADMINISTRATOR/DIRECTOR

6 Chairman of the Board, or President,
7 Or any Vice President or Owner, or
8 Director

9 Date: 02.02.2017

10
11 By Erin McCreery

12 Print Name: Erin McCreery

13 Title: CFO

14 Secretary (of Corporation), or any
15 Assistant Secretary, or Chief Financial
16 Officer, or Chief Accountant, or any
17 Assistant Treasurer

18 Date: 2-2-17

20
21
22
23
24 Mailing Address:
25 P.O. Box 130
26 Kingsburg CA 93631

27 Phone: (559) 389-0685

28 Email: kristinn@gsfs.org

Attention: Kristin Withrow, Adoptions Administrator/ Program Director

1 **CONTRACTOR:**
2 **INFANT OF PRAGUE**

3 By Chelsea Cates

4 Print Name: Chelsea Cates

5 Title: Vice President of Board

6 Chairman of the Board, or President,
7 Or any Vice President or Owner, or
8 Director

9 Date: 2-6-17

10
11 By Susan Bowers

12 Print Name: Susan Bowers

13 Title: Secretary

14 Secretary (of Corporation), or any
15 Assistant Secretary, or Chief Financial
16 Officer, or Chief Accountant, or any
17 Assistant Treasurer

18 Date: Feb. 3, 2017

24 Mailing Address:
25 6059 N. Palm Ave
26 Fresno, CA 93704

27 Phone: (559) 447-3333
28 Email: fmoreno@infantofprague.org
Attention: Felicity Moreno, Director of Social Work

1 **CONTRACTOR:**
2 **KOINONIA FAMILY SERVICES**

3 By Sam Golden

4 Print Name: Sam Golden

5 Title: Executive Director
6 Chairman of the Board, or President,
7 Or any Vice President or Owner, or
8 Director

9 Date: 2-6-17

10
11 By Deana Spann

12 Print Name: Deana Spann

13 Title: Accounting Director
14 Secretary (of Corporation), or any
15 Assistant Secretary, or Chief Financial
16 Officer, or Chief Accountant, or any
17 Assistant Treasurer

18 Date: 2-6-2017
19

20
21
22
23
24 Mailing Address:
25 3451 W. Shaw, Ste. 101
26 Fresno, CA 93711

27 Phone: (619) 652-5802
28 Email: sgolden@kfh.org
Attention: Sam Golden, Executive Director

1 CONTRACTOR:
2 NORTH STAR FAMILY CENTER

3 By

4 Print Name: Karlos L. Pacer

5 Title: Board Chair

6 Chairman of the Board, or President,
7 Or any Vice President or Owner, or
8 Director

9 Date:

2-2-17

10
11 By

12 Print Name: PAUL F. DYER

13
14 Title:

Secretary
15 Secretary (of Corporation), or any
16 Assistant Secretary, or Chief Financial
17 Officer, or Chief Accountant, or any
18 Assistant Treasurer

19 Date:

2-2-17

20
21
22
23
24 Mailing Address:
25 6760 N. West
26 Fresno, CA 93711

27 Phone: (559) 226-2273

28 Email: mary@northstarfamilycenter.org

Attention: Mary Dela Torre, Chief Executive Officer

1 CONTRACTOR:
2 PROMESA BEHAVIORAL HEALTH

3 By Michael Der Manuel

4 Print Name: MICHAEL DER MANUEL

5 Title: President
6 Chairman of the Board, or President,
7 Or any Vice President or Owner, or
8 Director

9 Date: 2/06/2017 ^{mar 17}

11 By Susanne Pruett

12 Print Name: Susanne Pruett

13 Title: Controller
14 Secretary (of Corporation), or any
15 Assistant Secretary, or Chief Financial
16 Officer, or Chief Accountant, or any
17 Assistant Treasurer

18 Date: 2/3/17

24 Mailing Address:
25 7120 N. Marks Ave, Ste. 110
26 Fresno, CA 93711

27 Phone: (559) 439-5437
28 Email: lweigant@promesabehavioral.org
Attention: Lisa Weigant, Chief Executive Officer

CONTRACTORS LIST

ASPIRANET

Mailing Address: 1320 E. Shaw, Ste. 140
Fresno, CA 93710
(559) 222-4969
Contact: Chad Valorosi
Email: cvalorosi@aspiranet.org
Referral Email: cvalorosi@aspiranet.org

GOLDEN STATE FAMILY SERVICES

Mailing Address: P.O. Box 130
Kingsburg CA 93631
(559) 389-0685
Contact: Kristin Withrow
Email: kristinn@gsfs.org
Referral Email: kristinn@gsfs.org

KOINONIA FAMILY SERVICES

Mailing Address: 3451 W. Shaw, Ste. 101
Fresno, CA 93711
(559) 230-0920
Contact: Christina J. Schmidt
Email: cschmidt@kfh.org
Referral Email: referrals@kfh.org

PROMESA BEHAVIORAL HEALTH

Mailing Address: 7120 N. Marks Ave, Ste.
110
Fresno, CA 93711
(559) 439-5437
Contact: Lisa Weigant
Email: lweigant@promesabehavioral.org
Referral Email:
lweigant@promesabehavioral.org

FAMILY CONNECTIONS CHRISTIAN ADOPTIONS

Mailing Address: 1120 Tully Rd.
Modesto, CA 95350
(209) 524-8844
Contact: Wayne Mott
Email: waynemott@fcadoptions.org
Referral Email: dianeniswander@fcadoptions.org

INFANT OF PRAGUE

Mailing Address: 6059 N. Palm Ave
Fresno, CA 93704
(559) 447-3333
Contact: Felicity Moreno
Email: fmoreno@infantofprague.org
Referral Email: fmoreno@infantofprague.org

NORTH STAR FAMILY CENTER

Mailing Address: 6760 N. West
Fresno, CA 93711
(559) 226-2016
Contact: Danielle Macagba
Email: dmacagba@northstarfamilycenter.org
Referral Email:
dmacagba@northstarfamilycenter.org

SUMMARY OF SERVICES

SERVICE: Psychosocial Assessment for the Resource Family Approval Program

CONTRACT PERIOD: Upon Execution - June 30, 2018

PROGRAM DESCRIPTION:

The County of Fresno, Department of Social Services (DSS) has established this Master Agreement with qualified agencies to administer the Psychosocial Assessment for the Resource Family Approval (RFA) Program. As of January 1, 2017, applicants interested in becoming a Resource Family (foster family, relative caregivers, Non-Related Extended Family Member (NREFM), adoptive family and/or legal guardian) must complete a Psychosocial Assessment as part of the new RFA process.

SUMMARY OF SERVICES:

A Resource Family applicant must comply with the application qualifications and requirements. One part of the Resource Family application qualifications and requirements is participation in a Psychosocial Assessment, which will include a comprehensive inquiry into the applicant's personal history, family history, and family dynamics. The CONTRACTOR shall conduct a Psychosocial Assessment and provide a recommendation to the COUNTY for any RFA applicant referred to CONTRACTOR.

CONTRACTOR RESPONSIBILITIES:

CONTRACTOR shall perform services as follows:

1. The CONTRACTOR shall comply with the RFA Program Written Directives in completing the Psychosocial Assessment, section 6-05. To review the most recent RFA Program Written Directives use the following link: <http://www.childsworld.ca.gov/PG3416.htm>.
2. The CONTRACTOR shall schedule interviews with RFA applicant(s) within three days of receiving the referral.

3. CONTRACTORS referred Monolingual Non-English Psychosocial Assessments shall provide the RFA applicant(s) with services in their primary language.
4. The CONTRACTOR shall use the Structured Analysis Family Evaluation (S.A.F.E.) model and materials to administer the Psychosocial Assessment at the applicant's Fresno County residence.
5. The CONTRACTOR shall be flexible with the applicant's availability in order to complete the required interviews timely.
6. The CONTRACTOR will coordinate with the COUNTY to have weekly meetings to review the Questionnaire #1 and background check summation.
7. The CONTRACTOR shall participate in monthly meetings, or as often as needed, with COUNTY staff to discuss requirements, data reporting, policies and procedures, overall program operations and any issues or foreseeable issues which may arise.
8. The CONTRACTOR shall complete all requirements for the Psychosocial Assessment and submit a recommendation using the COUNTY standardized forms, S.A.F.E. 1 and S.A.F.E. 2 questionnaires, to the COUNTY within 30 days of receiving the referral. If CONTRACTOR will not complete the Psychosocial Assessment within 30 days of receiving the referral, the CONTRACTOR shall submit a request for additional time to complete the Assessment to the COUNTY's RFA social worker. The RFA social worker has the discretion to grant more time to complete the Assessment. Such grant of additional time shall be provided in writing and shall specify the date upon which the Assessment is due.
9. The CONTRACTOR shall consult with COUNTY when questions or concerns arise from the recommendations.
10. The CONTRACTOR shall complete a minimum of five (5) Psychosocial Assessments per month.

COUNTY RESPONSIBILITIES

The COUNTY shall perform as follows:

1. The COUNTY will determine RFA eligibility.
2. The COUNTY RFA Social Workers (SW) will manage the RFA Application process and assist the RFA applicant to have it completed within 90 days from application start date. The

application process requires a Comprehensive Assessment which includes: a Home Environment Assessment, Background Check Assessment, Permanency Assessment, and Pre-Approval Training.

3. The COUNTY will begin the application process with the RFA applicant in the first 30 days of application submission by completing the Home Environment Assessment, Background Check Assessment and providing a Resource Family Training calendar.
4. The COUNTY will refer applicants that have passed the Home Environment Assessment and Background Check Assessment to the CONTRACTOR for a Psychosocial Assessment and provide the CONTRACTOR with the following: application, health screen, budget information and release of information.
5. The COUNTY will identify RFA Applicants that are Monolingual Non-English and refer those applicants to CONTRACTORS that have bilingual staff.
6. The COUNTY will work concurrently with the CONTRACTOR for the next 30 days to assist the RFA applicant in successfully completing the Psychosocial Assessment.
7. The COUNTY will provide COUNTY standardized forms to the CONTRACTOR to be used in completing the Psychosocial Assessment.
8. The COUNTY will provide consultation to the CONTRACTOR as needed in the completing of a Psychosocial Assessment.
9. The COUNTY will coordinate with the CONTRACTOR to have weekly meetings to review the Questionnaire #1 and background check summation.
10. The COUNTY will on a case-by-case basis work with the CONTRACTOR on RFA applicant needs and evaluate and grant, if appropriate, CONTRACTOR requests for more time to complete the Psychosocial Assessment.
11. The COUNTY will retain the RFA approval certificate and all documents filed in court.
12. The COUNTY will determine the financial eligibility of the child, benefit amount, and duration for approved RFA application.
13. The COUNTY staff shall monitor the CONTRACTOR'S performance to assure compliance with the terms, conditions and specifications of the contract.
14. The COUNTY shall coordinate with the CONTRACTORS to participate in monthly meetings, or as often as needed, to discuss requirements, data reporting, policies and procedures, overall program operations and any issues or foreseeable issues which may arise.

OUTCOMES:

Long Term Goal: Timely and quality-driven Psychosocial Assessments of families that increase the likelihood of safe, stable and optimal placements of foster children.

The performance outcomes below are preliminary and may be modified by the Department of Social Services.

PERFORMANCE OUTCOMES	EXPECTED LEVEL OF PERFORMANCE
Performance Measure 1: Timely Response Rate: The number of Psychosocial Assessments scheduled for interviews within 3 days of referral received by Contractor.	100% Psychosocial Assessments scheduled for interviews within 3 days of referral received by Contractor.
Performance Measure 2: Timely Submission Rate: The number of Psychosocial Assessments and forms submitted within 30 days.	80% Psychosocial Assessments and forms submitted within 30 days.
Performance Measure 3: Contractor shall comply with all federal, state, local and S.A.F.E. requirements in completing the Psychosocial Assessment.	100% of Psychosocial Assessments completed by CONTRACTOR will be in compliance with federal, state, local and S.A.F.E. requirements.

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as “County”), members of a contractor’s board of directors (hereinafter referred to as “County Contractor”), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

“A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest”

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

1. Enter board member’s name, job title (if applicable), and date this disclosure is being made.
2. Enter the board member’s company/agency name and address.
3. Describe in detail the nature of the self-dealing transaction that is being disclosed to the County.
At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation’s transaction that the board member has.
4. Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
5. Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

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

NOTICE OF CHILD ABUSE REPORTING LAW

The undersigned hereby acknowledges that Penal Code section 11166 and the contractual obligations between County of Fresno (COUNTY) and CONTRACTOR(S), related to provision of Psychosocial Assessment Services, require that the undersigned report all known or suspected child abuse or neglect to one or more of the agencies set forth in Penal Code (P.C.) section (§) 11165.9.

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

A child abuse report shall be made whenever the undersigned, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the undersigned knows or reasonably suspects has been the victim of child abuse or neglect. (P.C §11166.) The child abuse report shall be made to any police department or sheriff's department (not including a school district police or security department), or to any county welfare department, including Fresno County Department of Social Services' 24 Hour CARELINE (559) 255-8320. (See PC §11165.9.)

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

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

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

SIGNATURE

DATE