AGREEMENT

WITNESSETH:

WHEREAS, COUNTY, through its Department of Social Services (DSS), is in need of family advocacy and liaison services in Fresno County for families referred to and/or involved with DSS's Child Welfare Services System; and

WHEREAS, CONTRACTOR, was is qualified, willing, and able to provide services required by the COUNTY, pursuant 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. CONTRACTOR shall be held responsible for all services as set forth in Exhibit A, Summary of Services, attached hereto and by this reference incorporated herein.
- B. CONTRACTOR shall perform all services and fulfill all responsibilities as identified in COUNTY's Request for Proposal (RFP) No. 962-5226 dated November 13, 2013 and Addendum No. One (1) dated November 25, 2013, and CONTRACTOR's response to said RFP dated December 13, 2013, all incorporated herein by reference and made part of this Agreement. In the event of any inconsistency among these documents, the inconsistency shall be resolved by giving precedence in the following order or priority: 1) to this Agreement, 2) the RFP, 3) the response to the RFP. A copy of COUNTY's RFP No. 962-5226 shall be retained and made available during the term of this Agreement by COUNTY's DSS Contract Analyst.

2. TERM

This Agreement shall become effective on the 1st day of April, 2014 and shall terminate on the 31st day of March, 2015.

This Agreement shall automatically be renewed for two (2) additional twelve (12) month periods upon the same terms and conditions herein set forth, unless written notice of non-renewal is given by CONTRACTOR or COUNTY or COUNTY's DSS Director, or designee not later than sixty (60) days prior to the close of the current Agreement term.

3. TERMINATION

- A. <u>Non-Allocation of Funds</u> The terms of this Agreement, and the services to be provided thereunder, 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 by COUNTY at any time by giving CONTRACTOR thirty (30) days advance written notice.
- B. <u>Breach of Contract</u> COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of COUNTY there is:
 - 1) An illegal or improper use of funds;
 - 2) A failure to comply with any term of this Agreement;
 - 3) A substantially incorrect or incomplete report submitted to COUNTY;
 - 4) Improperly performed service.

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

C. <u>Without Cause</u> - Under circumstances other than those set forth above, this Agreement may be terminated by CONTRACTOR or COUNTY or COUNTY's DSS Director upon the giving of thirty (30) days advance written notice to CONTRACTOR of the intention to terminate the Agreement.

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4. **COMPENSATION**

COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation as identified in Exhibit B, attached hereto and by this reference incorporated herein. In no event shall compensation for services performed under this Agreement be in excess of Two Hundred Seventy Four Thousand Eight Hundred Six and No/100 Dollars (\$274,806.00) for each term of this Agreement and cumulatively not in excess of Eight Hundred Twenty Four Thousand Four Hundred Eighteen and No/100 Dollars (\$824,418.00). It is understood that all expenses incidental to CONTRACTOR's performance of services under this Agreement shall be borne by CONTRACTOR. CONTRACTOR agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this Agreement during the term of this Agreement.

Payments by COUNTY shall be in arrears, for services provided during the preceding month, within forty-five (45) days after receipt, verification and approval of CONTRACTOR's invoices by COUNTY's DSS. If CONTRACTOR should fail to comply with any provision of this Agreement, COUNTY shall be relieved of its obligation for further compensation. All final claims and/or any final budget modification requests shall be submitted by CONTRACTOR within sixty (60) days following the final month of service for which payment is claimed. No action shall be taken by COUNTY on claims submitted beyond the sixty (60) day closeout period. Any compensation which is not expended by CONTRACTOR pursuant to the terms and conditions of this Agreement shall automatically revert to COUNTY.

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

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5. INVOICING

CONTRACTOR shall invoice COUNTY in arrears by the fifteenth (15th) of each month for actual expenses incurred and services rendered in the previous month to:

<u>DSSInvoices@co.fresno.ca.us</u>. 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

COUNTY's DSS. No reimbursement for services shall be made until invoices and reports are received and reviewed by COUNTY's DSS.

At the discretion of COUNTY's DSS Director or designee, if an invoice is incorrect or is otherwise not in proper form or substance, 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 notice to CONTRACTOR. CONTRACTOR agrees to continue to provide services for a period of ninety (90) days after notification of an incorrect or improper invoice. If after the ninety (90) day period, the invoice(s) is still not corrected to COUNTY's DSS satisfaction, 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. In addition, for invoices received ninety (90) days after the expiration of each term of this Agreement or termination of this Agreement, at the discretion of COUNTY's DSS Director or designee, COUNTY's DSS shall have the right to deny payment of any additional invoices received.

6. <u>INDEPENDENT CONTRACTOR</u>

In performance of the work, duties, and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of CONTRACTOR'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 COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof. CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the

rules and regulations, if any, of governmental authorities having jurisdiction over matters which are directly or indirectly the subject of this Agreement.

Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR'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, CONTRACTOR may be providing services to others unrelated to COUNTY or to this Agreement.

7. MODIFICATION

- A. Any matters of this Agreement may be modified from time to time by the written consent of all the parties without, in any way, affecting the remainder.
- B. Notwithstanding the above, changes to line items in the budget, attached hereto as Exhibit B, shall not exceed 10% of the total maximum compensation payable to CONTRACTOR, and may be made with the written approval of COUNTY's DSS Director or designee. Budget line item changes shall not result in any change to the maximum compensation amount payable to CONTRACTOR, as stated herein.

8. NON-ASSIGNMENT

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

9. HOLD-HARMLESS

CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request, defend COUNTY, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to

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perform, of CONTRACTOR, its officers, agents, or employees under this Agreement.

10. INSURANCE

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies throughout the term of this Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis.

B. Social Service Liability

CONTRACTOR shall provide insurance policies for corporal punishment liability, sexual abuse and molestation liability and child abduction liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis.

C. Automobile Liability

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

D. Professional Liabilities

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., L.M.F.T.) 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.

If this coverage is issued on a "claims made" basis, CONTRACTOR 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

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policies of professional liability insurance with limits of coverage as specified herein.

E. Worker's Compensation

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

CONTRACTOR 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 CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

Within thirty (30) days from the date CONTRACTOR executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, 2135 Fresno Street, Fresno, California, 93721, Attention: Philip Kivett, 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 such Commercial General Liability insurance names 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; 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 CONTRACTOR'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 CONTRACTOR 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 with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A or better.

11. SUBCONTRACTS

CONTRACTOR shall obtain written approval from COUNTY or COUNTY's DSS

Director, or designee before subcontracting any of the services delivered under this Agreement. Any transferee, assignee or subcontractor will be subject to all applicable provisions of this Agreement, and all applicable State and Federal regulations. CONTRACTOR 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 subcontractors by CONTRACTOR shall not entitle CONTRACTOR to any additional compensation than is provided for under this Agreement.

12. CONFLICT OF INTEREST

No officer, agent, or employee of the COUNTY who exercises any function or responsibility for planning and carrying out the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. No officer, agent, or employee of the COUNTY who exercises any function or responsibility for planning and carrying out 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 CONTRACTOR to fulfill any contractual obligations with COUNTY. The CONTRACTOR shall also 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, agent, or employee of the COUNTY.

13. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

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shall disclose any self-dealing transactions that they are a party to while CONTRACTOR is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR 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 by this reference incorporated herein, and submitting it to the COUNTY's DSS prior to commencing with the self-dealing transaction or immediately thereafter.

14. NON-DISCRIMINATION

CONTRACTOR hereby agrees that in the performance of this Agreement, it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including, but not limited to, 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, gender, gender identity, gender expression, sexual orientation, color, physical disability, mental disability, medical condition, national origin, race, ancestry, marital status, religion, or religious creed be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance. CONTRACTOR agrees that it will immediately take any measures necessary to effectuate the terms of this Non-Discrimination agreement.

CONTRACTOR gives the above agreement in consideration of and for the purpose of obtaining any and all federal and state assistance. CONTRACTOR hereby agrees that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

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

A. <u>Eligibility for Services</u>

CONTRACTOR shall prepare and make available to COUNTY and to the public all eligibility requirements to participate in the program plan set forth in Exhibit A.

B. Employment Opportunity

CONTRACTOR shall comply with the COUNTY policy, and the Equal Employment Opportunity Commission guidelines, which forbids discrimination against any person on the grounds ethnic group identification, age, sex, gender, gender identity, gender expression, sexual orientation, color, physical disability, mental disability, medical condition, national origin, race, ancestry, marital status, religion, or religious creed in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities and other terms and conditions of employment.

C. The requirements stated above are binding on CONTRACTOR directly or

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through contract, license, or other provider services, as long as it receives federal or state assistance.

15. RECRUITMENT OF EMPLOYEES AND SERVICE TO CLIENTS

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

16. LIMITED ENGLISH PROFICIENCY

CONTRACTOR shall provide interpreting and translation services to persons participating in CONTRACTOR's services who have limited or no English language proficiency, including services to persons who are deaf or blind. Interpreter and translation services shall be provided as necessary to allow such participants meaningful access to the programs, services and benefits provided by CONTRACTOR. Interpreter and translation services, including translation of CONTRACTOR's "vital documents" (those documents that contain information that is critical for accessing CONTRACTOR's services or are required by law) shall be provided to participants at no cost to the participant. CONTRACTOR shall ensure that any employees, agents, 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 CONTRACTOR's services.

17. CONFIDENTIALITY

All services performed by CONTRACTOR under this Agreement shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality including, but not limited to, California Welfare and Institutions Code sections 10850.

18. DATA SECURITY

For the purpose of preventing the potential loss, misappropriation or inadvertent disclosure of COUNTY data including sensitive or personal client information; abuse of County

resources; and/or disruption to County operations, individuals and/or agencies that enter into a contractual relationship with 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 CONTRACTOR by the COUNTY, including but not limited to the following:

- A. Contractor-Owned Mobile/Wireless/Handheld Devices may not be connected to County networks via personally owned mobile, wireless or handheld devices, except when authorized by COUNTY for telecommuting and then only if virus protection software currency agreements are in place, and if a secure connection is used.
- B. Contractor-Owned Computers or Computer Peripherals may not brought into the COUNTY for use without prior authorization from the COUNTY's Chief Information Officer and/or designee(s), including and not limited to mobile storage devices. Data must be stored on a secure server approved by the COUNTY and transferred by means of a VPN (Virtual Private Network) connection, or another type of secure connection of this type if any data is approved to be transferred.
- C. County-Owned Computer Equipment CONTRACTOR or anyone having an employment relationship with the COUNTY may not use COUNTY computers or computer peripherals on non-COUNTY premises without prior authorization from the COUNTY's Chief Information Officer and/or designee(s).
- D. CONTRACTOR may not store COUNTY's private, confidential or sensitive data on any hard-disk drive.
- E. CONTRACTOR is responsible to employ strict controls to insure the integrity and security of the COUNTY's confidential information and to prevent unauthorized access to data maintained in computer files, program documentation, data processing systems, data files and data processing equipment which stores or processes COUNTY data internally and externally.
- F. Confidential client information transmitted to one party by the other by means of electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of 128 BIT or higher. Additionally, a password or pass phrase must be utilized.
- G. CONTRACTOR is responsible to immediately notify COUNTY of any breaches or potential breaches of security related to COUNTY's confidential information, data maintained in

computer files, program documentation, data processing systems, data files and data processing equipment which stores or processes COUNTY data internally or externally.

H. In the event of a breach of security related to COUNTY's confidential client information provided to CONTRACTOR, COUNTY will manage the response to the incident, however, CONTRACTOR will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. CONTRACTOR will be responsible for all costs incurred as a result of providing the required notification.

19. CLEAN AIR AND WATER

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

- A. No facility shall be utilized in the performance of the Agreement that has been listed on the Environmental Protection Agency (EPA) list of Violating Facilities;
- B. COUNTY shall be notified 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. COUNTY and U.S. EPA shall be notified about any known violation of the above laws and regulations; and
- D. This assurance shall be included in every nonexempt subgrant, contract, or subcontract.

20. DRUG-FREE WORKPLACE REQUIREMENTS

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

certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. CONTRACTOR shall also comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code section 8350 *et seq.*)

21. POLITICAL ACTIVITY

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

22. LOBBYING 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.

23. STATE ENERGY CONSERVATION

CONTRACTOR 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. <u>FRATERNIZATION</u>

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

25. INTERPRETATION OF LAWS AND REGULATIONS

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

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

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27. RECORDS

A. Record Establishment and Maintenance

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

CONTRACTOR shall retain all fiscal books, account records and client files for services performed under this Agreement for at least three (3) 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

- days following the end of each month, all fiscal and program reports for that month. CONTRACTOR 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 CONTRACTOR fails 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.
- 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 CONTRACTOR 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

CONTRACTOR agrees to maintain records to verify services under this

Agreement including names and addresses of clients served, the date of service and a description of services provided on each occasion. These records and any other document pertaining in whole or in

part to this Agreement, shall be clearly identified and readily accessible.

D. Use of Data

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

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

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

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

audio/visual aids, printed material and periodicals, assembled pursuant to this Agreement prior to publication.

28. REPORTS

CONTRACTOR shall submit to COUNTY's DSS such statements, records, reports, data, and other information as COUNTY may request pertaining to matters covered by this Agreement. In the event that CONTRACTOR fails to provide such reports or other information required hereunder, it shall be deemed sufficient cause for COUNTY to withhold monthly payments until there is compliance.

29. SINGLE AUDIT CLAUSE

As a subrecipient of Federal financial assistance, CONTRACTOR, agrees to provide a copy of its audit report, performed in accordance with the requirements of the Single Audit Act of 1984 (31 USC section 7502) and subject to the terms of Office of Management and Budget (OMB) Circulars (A-110, A-122 and A-133), to the County of Fresno. Such audit shall be delivered to COUNTY's Department of Social Services, 2135 Fresno St., Fresno, CA. 93721, for review not later than nine (9) months after the close of the subrecipient's fiscal year in which the funds supplied through this Agreement are expended and/or received for this program. The audit must include a statement of findings or a statement that there were no findings. If there were negative findings, CONTRACTOR must include a corrective action plan signed by an authorized individual. Failure to comply with this Act may result in COUNTY performing the necessary audit tasks, or, at COUNTY's option, contracting with a qualified accountant to perform this audit. All audit costs related to this Agreement are the sole responsibility of CONTRACTOR who agrees to take corrective 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 at COUNTY cost as determined by COUNTY's Auditor-Controller/Treasurer-Tax Collector.

30. TAX EQUITY AND FISCAL RESPONSIBILITY ACT

To the extent necessary to prevent disallowance of reimbursement under section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. § 1395x(v)(1)[I]), until the expiration of four (4) years after the furnishing of services under this Agreement, CONTRACTOR shall make available,

upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of these services provided by CONTRACTOR under this Agreement. CONTRACTOR further agrees that in the event CONTRACTOR carries out any of its duties under this Agreement through a subcontract, with a value or cost of Ten Thousand and No/100 Dollars (\$10,000.00) or more over a twelve (12) month period, with a related organization, such Agreement shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organizations shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records of such organization as are necessary to verify the nature and extent of such costs.

31. CHILD ABUSE REPORTING

CONTRACTOR shall utilize a procedure acceptable to COUNTY to ensure that all of CONTRACTOR'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 CONTRACTOR'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 CONTRACTOR is set forth in Exhibit D, attached hereto and by this reference incorporated herein.

32. CHARITABLE CHOICE

CONTRACTOR may not discriminate in its program delivery against a client or potential client on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. Any specifically religious activity or service made available to individuals by the CONTRACTOR must be voluntary as well as separate in time and

location from County funded activities and services. CONTRACTOR shall inform County as to whether it is faith-based. If CONTRACTOR identifies as faith-based it must submit to DSS a copy of its policy on referring individuals to an alternate treatment provider, and include a copy of this policy in its client admission forms. The policy must inform individuals that they may be referred to an alternative provider if they object to the religious nature of the program, and include a notice to DSS. Adherence to this policy will be monitored during annual site reviews, and a review of client files. If CONTRACTOR identifies as faith-based, by July 1 of each year CONTRACTOR will be required to report to DSS the number of individuals who requested referrals to alternate providers based on religious objection.

33. PERSONNEL DISCLOSURE

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

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

34. PROHIBITION ON PUBLICITY

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for CONTRACTOR'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 in Exhibit B for such items as written/printed materials, the use of media (i.e., radio, television, newspapers) and any other related expense(s).

35. AUDITS AND INSPECTIONS

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

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

Notwithstanding the term provisions stated in Paragraph Three (3) of this Agreement, it is acknowledged by the parties hereto that this Agreement shall continue in full force and effect until all audit procedures and requirements as stated in this Agreement have been completed to the review and satisfaction of COUNTY. CONTRACTOR shall bear all costs in connection with or resulting from any audit and/or inspections including but not limited to: actual costs incurred and the payment of any expenditures disallowed by either COUNTY, State or Federal governmental entities, including any assessed interest and penalties.

36. NOTICES

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

COUNTY	<u>CONTRACTOR</u>
Director, Department of	Executive Director
Social Services	Cultural Brokers, Inc.
PO BOX 1912	1625 E. Shaw Ave. #146
Fresno, CA 93718-1912	Fresno, CA. 93710

37. CHANGE OF LEADERSHIP / MANAGEMENT

Any and all notices between COUNTY and CONTRACTOR provided for or permitted under this Agreement or by law, shall be in writing and shall be deemed duly served when personally

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delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party.

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

38. GOVERNING LAW

The parties agree that for the purposes of venue, performance under this Agreement is to 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.

39. ENTIRE AGREEMENT

This Agreement, including all exhibits, constitutes the entire agreement between CONTRACTOR 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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1	IN WITNESS WHEREOF, the parties her	reto have executed this Agreement as of the day and
2	year first hereinabove written. ATTEST:	
4	CONTRACTOR: CULTURAL BROKERS, INC.	COUNTY OF FRESNO
5	CULTURAL BROKERS, INC.	
6	By Fred Hurt, M.S.W. Print Name: Fred Hurt, M.S.W.	By China Part SS
7 8	Print Name: Fred Hurt, MS.W.	Chairman, Board of Supervisors 3/25/14
9	Title: (hairman of the Board) Chairman of the Board, or	
10	President, or any Vice President	
11		BERNICE E. SEIDEL, Clerk
12	Date: 13, 2014	Board of Supervisors
13 14	Date: Feb 13, 2014 By Mik Fr	By Klung Hancock, Deputy
15 16	Print Name: MARK PETERSON	
17	Title: SECRETARY	
18	Secretary (of Corporation), or any Assistant Secretary, or	
19	Chief Financial Officer, or any Assistant Treasurer	
20		PLEASE SEE ADDITIONAL
21		SIGNATURE PAGE ATTACHED
22	Mailing Address:	
23	1625 E. Shaw Ave. #146	
24	Fresno, CA 93710 Phone No.: (559) 228-2126	
25	Contact: Margaret Jackson	
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JL:pk

I.	LEGAL NAME OF ORGANIZATION:	<u>Cultural Brokers, li</u>	Cultural Brokers, Inc.			
	PROJECT TITLE:	Family Advocacy and Liaison Services Program				
	AGENCY ADDRESS:	1625 E. Shaw Ave. 1	#146, Fresno, CA	. 93710		
	CONTRACT PERIOD:	April 1, 2014 - March 31, 2015				
	TOTAL BUDGE	TOTAL BUDGET FOR THIS PROJECT BY INCOME SOURCE:				
	SOURCE	FUNDING PERIOD		AMOUNT		
	County of Fresno	April 1, 2014 - March 31, 2015	\$	274,806		
		TOTA	AL \$	274,806		
	community resources, limited supervised parent/child reduce/prevent conflict, improve communication, and populations are African-American and Native-America unduplicated families annually.	increase the likelihood children will remai	in with the parent/	caretaker. Target		
	SERVICE HOURS/DAYS:	Monday-Friday, 8:00AM - 8:00PM				
٧.	PROJECT PERSONNEL					
	Listing of positions involved in project:		Percent of Time	2		
	<u>Title/Position</u>	Number of Positions	on Project	5		
	Executive Director/Clinical Supervisor					
		1	63%			
	Program Manager Cultural Broker I (Stipend)	1 1 2	50% 200%			
	Program Manager Cultural Broker I (Stipend) Cultural Broker II	1 2 2	50% 200% 210%			
	Program Manager Cultural Broker I (Stipend)	1 2	50% 200%			

V. Long Term, Engagement, Short-Term & Intermediate Outcomes

A. <u>Long-Term Outcome:</u> JOINT RESPONSE To decrease the disproportionate number of African American children entering Fresno County's Child Welfare System.

Engagement Outcome:

70% of the families that receive a joint community response will be satisfied with the services provided by the Family Advocate as evidenced by CBFA questionnaire.

Short-Term Outcome 1:

70% of the families will have increased knowledge and utilization of community resources and will have identified circles of support as demonstrated by the FDM Matrix Tool.

Short-Term Outcome 2:

60% of the families receiving joint response intervention will not enter the Child Welfare Services system (child placed in out of home care) within 14 days of joint response intervention, as evidenced by pre-post survey and follow up contact.

Intermediate Outcome 1:

70% of African-American families involved in a joint response will not enter Child Welfare Services System (out of home placement) during the six month period after joint response closure, as evidenced by CBFA and DSS data.

B. <u>Long-Term Outcome</u>: <u>ONGOING RESPONSE</u> To improve the likelihood of reunification of parents and children involved in the CBFA program, by promoting safe, stable, permanent homes, nurtured by healthy families and strong communities.

Engagement Outcome:

Of the families referred/accepted for FAP services, 70% of families will agree to accept services and complete a Family Advocate service plan within 14 days of referral, as measured by program data.

Short-Term Outcome 1:

70% of the families will understand the safety and risk factors and the behavioral change needed to reunify, as evidenced by CBFA program questionnaire.

Short-Term Outcome 2:

Of the families receiving ongoing FAP services, 70% of families will successfully complete their mutually developed and agreed upon Outcome Matrix Plan and their Family Advocate service plan, as measured by program data.

Intermediate Outcome 1:

60% of families will show improved family functioning, family stability, safety and self sufficiency by program discharge, as demonstrated by Family Advocate Service Plan review and Follow up Contact Report.

Intermediate Outcome 2:

60% of the families receiving FAP ongoing services will successfully reunify with their children within one year of program completion, as evidenced by follow up contact and/or DSS program data.

C. FAMILY ENGAGEMENT

Families receiving CBFA services will be satisfied with the services provided by the CBFA

Short-Term Outcome 1:

60% of families referred for ongoing CBFA services will accept services and complete a CBFA service plan within 30 days of referral as evidenced by CBFA program data.

Short-Term Outcome 2:

60% of families who have received 60-90 days of ongoing CBFA services will report improved communication and trust with DSS staff.

Cultural Brokers, Inc.

Family Advocacy and Liaison Services Program

ADDITIONAL RESPONSIBILITIES

- 1. Contractor will provide the DSS with any and all reports as requested. Such reports may include, but not be limited to: a monthly client roster, joint response report, family service plans, monthly client progress report, court reports, demographic summary information, monthly activity reports, on-call Family Advocacy weekly schedule.
- 2. Contractor shall comply with mandated reporting laws, and ensure all staff is trained in mandated reporting. Contractor shall report to the assigned Social Worker and/or Program Liaison, within 24 hours, any minor incident of abuse, neglect, or endangerment by a parent, or any other act which places the child(ren) at risk of harm. Should a major incident occur, notification shall occur immediately (within 2 hours), and/or Contractor staff shall notify the police department and/or DSS Careline, as appropriate.
- 3. Contractor shall provide written justification and DSS approval to continue Ongoing response services to a family beyond a 90 day period.
- 4. Contractor shall not assign cases to new Family Advocates until the following is received by the DSS:
- a) verification staff has successfully completed the 42 hour training curriculum;
- b) a copy of a signed Child Abuse Reporting Form;
- c) a copy of staff resume;
- d) a brief description of the hours worked, anticipated function in the program, and unique strengths and/or characteristics of the staff person to serve specialized target population.

On an extenuating basis, the DSS may authorize the use of a Family Advocate prior to the completion of the 42 training curriculum. Written documentation of this approval must be received by the Contractor from the DSS assigned Program Manager.

A new Family Advocate is not precluded from accompanying another Family Advocate, i.e., "shadowing" prior to completion of the training requirement, provided all other requirements are met.

- 5. Referrals DSS will develop a written referral process for both Joint Response and ongoing cases within the first 30 days of Agreement execution.
- 6. Outcomes on Exhibit A are preliminary and will be mutually finalized within 30 days of contract execution.

Family Advocacy and Liaison Services Program Budget Expenses April 1, 2014 - March 31, 2015

NAME OF ORGANIZATION : Cultural Brokers, Inc.

ccount	A a a sure A O a da a sa a da a	Account Total
lumber	Account Categories	
0101	Salaries	\$205,375
0151	Payroll Taxes - FICA	\$15,711
0152	Payroll Taxes - SUI	\$2,856
0153	Payroll Taxes - Medicare	
0154	Payroll Taxes - Other (Specify)	\$504
0201	Benefits - Health Insurance	
0202	Benefits - Life Insurance	
0203	Benefits - Retirement	
0204	Benefits - Other (specify)	
0251	Insurance - Workers Compensation	\$8,010
0252	Insurance - Liability Compensation	\$1,100
0253	Insurance - Other (Specify)	
0301	Communications - Tele-Communications/Data Lines	\$3,960
0302	Communications - Answering Service	
0351	Office Expense - Office Supplies	\$2,400
0352	Office Expense - Postage	\$120
0353	Office Expense - Printing/Reproduction	\$600
0354	Office Expense - Publications	
0355	Office Expense - Legal Notices/Advertising	\$400
0401	Equipment - Purchase of Equipment	\$3,150
0402	Equipment - Rent/Lease	\$19,380
0403	Equipment - Maintenance	
0451	Facilities - Rent/Lease Building	
0452	Facilities - Facilities Maintenance	
0453	Facilities - Utilities	
0501	Travel Costs - Staff Mileage	\$3,640
0502	Travel Costs - Staff Travel (Out-of-County)	Ψ0,010
0502	Travel Costs - Staff Training/Registration	-
0504	Travel Costs - Transportation/Consumers	· ·
0551	Program Supplies - Food	<u> </u>
0552	Program Supplies - Educational	
0552	Program Supplies - Other	\$1,200
	•	Ψ1,200
0601 0602	Consultancy - Consultant Services	
	Consultancy - Contracted Services	\$6,400
0651	Fiscal & Audits - Accounting/Bookkeeping	φ0,400
0652	Fiscal & Audits - External Audit	
0701	Other Costs - Indirect Costs	
0749	Other Costs -Specify these costs on page 2.	6074 900
	Total Budget	\$274,806

	BUDGET EXPENSE CATEGORY DESCRIPTIONS April 1, 2014 - March 31, 2015					
NAME OF	ORGANIZATION: Cultural Brokers, Inc.					
	PROJECT: Family Advocacy and Liaison Services					
Account Number	Expense Category Descriptions	Account Total				
0101- 0154	Salaries/Payroll Taxes	\$224,446				
<u>S</u> ,	<u>Salaries</u> : Exec. Director, Program Manager, Family Advocates, Support Clerks <u>Payroll Taxes</u> : FICA/OASDI, SUI	ψ <u>υ</u> Σ1,110				
0251- 0253	Insurance (Accounts 0251 through 0253)	\$9,110				
	Worker's Compensation - \$8,010 Liability Insurance - \$1,100					
0301	Communications	\$3,960				
	Telephone/Internet share of costs	, , , , , , ,				
0350	Office Expense (Accounts 0351 through 0355)	\$3,520				
	Office Supplies - \$2,400 Postage - \$120 Printing - \$600 Advertising - \$400					
0401	Equipment	\$3,150				
		\$5,150				
0451	Facilities	\$19,380				
	Rent/Lease Building - \$19,380					
0501	Travel Costs	\$3,640				
	Mileage Reimbursement - \$3,640	40,010				
0553	Program Supplies	\$1,200				
	Copy paper, ink cartridges, writing utensils, folders, etc	,===				
0600	Consultancy (Accounts 0601 through 0602) N/A					
0651	Fiscal & Audits	\$6,400				
0700	Other Costs					
	Miscellaneous project needs not identified in budget					
	Budget Total	\$274,806				