

AGREEMENT

THIS AGREEMENT is made and entered into this 6th day of June, 2017, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and VMS Family Counseling Services, a professional California Corporation, whose address is 2350 W. Shaw Avenue, Suite 116, Fresno, CA 93711, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, COUNTY, through its Department of Social Services (DSS) is in need of resource family training and support services as described in this agreement; and

WHEREAS, CONTRACTOR has the capability to train resource parents to effectively meet the complex needs of children in out-of-home placements,

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

1. SERVICES

A. CONTRACTOR shall perform all services and fulfill all responsibilities as identified in COUNTY's Request for Proposal (RFP) No. 17-053, dated January 17, 2017, and Addendum No. One (1) to COUNTY's RFP No. 17-053 dated February 7, 2017, collectively hereinafter referred to as COUNTY's Revised RFP No. 17-053 and CONTRACTOR's response to said Revised RFP, hereinafter referred to as CONTRACTOR's Response, all incorporated herein by reference and made part of this Agreement. A copy of COUNTY's Revised RFP No. 17-053 and CONTRACTOR's Response shall be retained and made available during the term of this Agreement by COUNTY's Department of Social Services.

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

C. CONTRACTOR shall provide training and support services to resource families, pursuant to the staffing pattern and program expenses detailed in Exhibit B "Budget", attached hereto and by this reference incorporated herein.

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1 **2. TERM**

2 The term of this Agreement shall be for a period of three (3) years, commencing on July 1,
3 2017 through and including June 30, 2020. This Agreement may be extended for two (2) additional
4 consecutive twelve (12) month periods upon the written approval of both parties no later than thirty (30)
5 days prior to the first day of the next twelve month extension period. The DSS Director, or designee, is
6 authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR's
7 satisfactory performance.

8 **3. TERMINATION**

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

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

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

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

1 B. Without Cause - Under circumstances other than those set forth above, this Agreement
2 may be terminated by CONTRACTOR or COUNTY or COUNTY's DSS Director or designee, upon the
3 giving of thirty (30) days advance written notice of an intention to terminate the Agreement.

4 **4. COMPENSATION**

5 For actual services provided pursuant to the terms of this Agreement, COUNTY agrees to pay
6 CONTRACTOR and CONTRACTOR agrees to receive compensation in accordance with Exhibit B.
7 Mandated travel shall be reimbursed based on actual expenditures and mileage reimbursement shall be at
8 CONTRACTOR's adopted rate per mile, not to exceed the IRS published rate.

9 In no event shall actual services performed under this Agreement be in excess of Three
10 Hundred and Eighty-Nine Thousand, One-Hundred and Eighty Dollars (\$389,180) for the period July 1,
11 2017 through June 30, 2018. In no event shall actual services performed under this Agreement be in excess
12 of Three Hundred and Ninety-Four Thousand, Eight-Hundred and Thirteen Dollars (\$394,813) for the
13 period July 1, 2018 through June 30, 2019. In no event shall actual services performed under this
14 Agreement be in excess of Four Hundred and Ninety-Five Thousand, Three-Hundred and Seventy Dollars
15 (\$495,374) for the period July 1, 2019 through June 30, 2020. In no event shall actual services performed
16 under this Agreement be in excess of Five Hundred and Twenty-Four Thousand, Three-Hundred and Forty-
17 Two Dollars (\$524,342) for the period July 1, 2020 through June 30, 2021. In no event shall actual services
18 performed under this Agreement be in excess of Five Hundred and Ninety-Four Thousand, Four-Hundred
19 and Twenty-Nine Dollars (\$594,429) for the period July 1, 2021 through June 30, 2022. The cumulative
20 total of this Agreement shall not be in excess of Two Million, Three Hundred and Ninety-Eight Thousand
21 and One-Hundred and Thirty-Four Dollars (\$2,398,134).

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

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

27 To the extent permitted by State and Federal rules and regulations, advanced payment of up to
28 twenty percent (20%) of the compensation under this Agreement may be requested of COUNTY by

1 CONTRACTOR. Advance payments shall be limited to implementation costs for new and/or expanded
2 services only. Approval of an advanced payment is at the sole discretion of COUNTY's DSS Director or
3 designee. If advanced payment occurs, the amount of the advanced payment shall be deducted in equal
4 installments from claims submitted for the final six (6) months of this Agreement.

5 **5. INVOICING**

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

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

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

25 **6. MODIFICATION**

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

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

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

11 **7. INDEPENDENT CONTRACTOR**

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

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

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

1 Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this
2 Agreement.

3 **8. NON-ASSIGNMENT**

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

6 **9. HOLD HARMLESS**

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

16 **10. INSURANCE**

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

21 **A. Commercial General Liability**

22 Commercial General Liability Insurance with limits of not less than One Million Dollars
23 (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000).
24 This policy shall be issued on a per occurrence basis. COUNTY may require specific
25 coverages including completed operations, products liability, and contractual liability,
26 Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed
27 necessary because of the nature of this contract.

28 **B. 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

1 Dollars (\$500,000.00) per accident and for property damages of not less than Fifty
2 Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five
3 Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned
4 vehicles used in connection with this Agreement.

5 C. Professional Liability

6 If CONTRACTOR employ licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,
7 M.F.C.C.) in providing services, Professional Liability Insurance is required with limits of
8 not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars
9 (\$3,000,000.00) annual aggregate.

10 D. Worker's Compensation

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

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

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

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

4 All policies shall be with admitted insurers licensed to do business in the State of California.
5 Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
6 FSC VII or better.

7 **11. SUBCONTRACTS**

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

15 **12. CONFLICT OF INTEREST**

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

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

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

27 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing
28 transactions that they are a party to while the CONTRACTOR is providing goods or performing services

1 under this Agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR
2 is a party and in which one or more of its directors has a material financial interest. Members of the
3 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and
4 signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit C and by this references
5 incorporated herein, and submitting it to the COUNTY prior to commencing with the self-dealing
6 transaction or immediately thereafter.

7 **14. NON-DISCRIMINATION**

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

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

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

19 **16. LIMITED ENGLISH PROFICIENCY**

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

1 in the participant's language and can effectively communicate any specialized terms and concepts peculiar to
2 CONTRACTOR'S services.

3 **17. CONFIDENTIALITY**

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

7 **18. DATA SECURITY**

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

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

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

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

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

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

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

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

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

14 **19. CLEAN AIR AND WATER**

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

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

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

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

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

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

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

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

12 A. COUNTY and CONTRACTOR recognize that Federal assistance funds will be used under
13 the terms of this Agreement. For purposes of this paragraph, CONTRACTOR will be referred to as the
14 “prospective recipient”.

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

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

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

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

28 4) The prospective recipient shall provide immediate written notice to

COUNTY if at any time prospective recipient learns that its certification in Paragraph Twenty Two (22) of this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances.

5) The prospective recipient further agrees that by entering into this Agreement, it will include a clause identical to Paragraph Twenty Two (22) of this Agreement and titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered transaction.

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

22. 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.*

23. FRATERNIZATION

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.

24. 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.

25. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

CONTRACTOR, 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

26. 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

1 this Agreement for at least three (3) years from date of final payment under this Agreement or until all State
2 and Federal audits are completed for that fiscal year, whichever is later.

3 B. Cost Documentation

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

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

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

20 C. Service Documentation

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

25 D. Use of Data

26 CONTRACTOR shall grant to COUNTY and the United States Department Health
27 and Human Services the royalty-free, nonexclusive and irrevocable license throughout the world to publish,
28 translate, reproduce, deliver, perform, dispose of, duplicate, use, disclose in any manner and for any purpose

1 whatsoever and to authorize others to do so, all subject data now or hereafter covered by copyright.
2 However, with respect to subject data not originated in the performance of this Agreement, such license shall
3 be only to the extent that CONTRACTOR have the right to grant such licenses without becoming liable to
4 pay any compensation to others because of such grants. CONTRACTOR shall exert all reasonable effort to
5 advise COUNTY at time of delivery of subject data furnished under this Agreement, of all possible
6 invasions of the right of privacy therein contained, and of all portions of such subject data copied from work
7 not composed or produced in the performance of this Agreement and not licensed under this provision.

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

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

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

24 **27. SINGLE AUDIT CLAUSE**

25 As a sub recipient of Federal financial assistance, CONTRACTOR agrees to provide copies of
26 their audit reports, performed in accordance with the requirements of the Single Audit Act of 1984 (31 USC
27 section 7502) and subject to the terms of Office of Management and Budget (OMB) Circulars (A-110, A-
28 122 and A-133), to the County of Fresno. Such audits shall be delivered to COUNTY's DSS, for review not

1 later than nine (9) months after the close of the sub recipients' fiscal year in which the funds supplied
2 through this Agreement are expended and/or received for this program. The audits must include a statement
3 of findings or a statement that there were no findings. If there were negative findings, CONTRACTOR
4 must include a corrective action plan signed by an authorized individual. Failure to comply with this Act
5 may result in COUNTY performing the necessary audit tasks, or, at COUNTY's option, contracting with a
6 qualified accountant to perform this audit. All audit costs related to this Agreement are the sole
7 responsibility of CONTRACTOR who agrees to take corrective actions to eliminate any material
8 noncompliance or weakness found as a result of such audits. Audit work performed by COUNTY under this
9 paragraph shall be billed at COUNTY cost as determined by COUNTY's Auditor-Controller/Treasurer-Tax
10 Collector.

11 **28. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

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

27 **29. CHILD ABUSE REPORTING**

28 CONTRACTOR shall utilize a procedure acceptable to COUNTY to ensure that all of

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

8 **30. CHARITABLE CHOICE**

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

21 **31. PERSONNEL DISCLOSURE**

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

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

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

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

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

3 **32. PROHIBITION ON PUBLICITY**

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

11 **33. PROPERTY OF COUNTY**

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

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

28 //

1 **AUDITS AND INSPECTIONS**

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

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

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

20 **34. NOTICES**

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

23 COUNTY
24 Director, County of Fresno
25 Department of Social Services
26 P.O. Box 1912
27 Fresno, CA 93721

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

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

1 prepaid, addressed to such party.

2 **35. CHANGE OF LEADERSHIP/MANAGEMENT**

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

9 **36. GOVERNING LAW**

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

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

14 **37. ENTIRE AGREEMENT**


15 This Agreement, including all Exhibits, the COUNTY's Revised RFP No. 17-053 and
16 CONTRACTOR's Response, constitutes the entire agreement between the CONTRACTOR and the
17 COUNTY with respect to the subject matter hereof and supersedes all previous agreement negotiations,
18 proposals, commitments, writings, advertisements, publications, and understandings of any nature
19 whatsoever unless expressly included in this Agreement. In the event of any inconsistency among the
20 documents, the inconsistency shall be resolved by giving precedence in the following order of priority: (1)
21 to this Agreement, including all Exhibits attached hereto; (2) to COUNTY's Revised RFP No. 17-053; and
22 (3) to CONTRACTOR's Response.


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

3 ATTEST:

4 **CONTRACTOR:**
5 **VMS FAMILY COUNSELING SERVICES**

COUNTY OF FRESNO

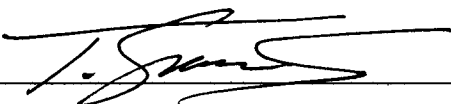
6 By 

7 By 
8 Brian Pacheco, Chairman
9 Board of Supervisors

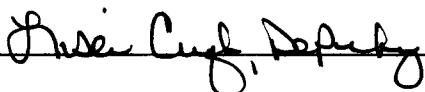
10 Print Name: Victoria Sanders

11 Title: President / CEO
12 Chairman of the Board, or
13 President, or any Vice President

14 BERNICE E. SEIDEL, Clerk
15 Board of Supervisors

16 By 

17 Print Name: Todd Sanders

18 By 

19 Title: CFO
20 Secretary (of Corporation), or
21 any Assistant Secretary, or
22 Chief Financial Officer, or
23 any Assistant Treasurer

24 Date: 5.2.2017

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

**PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED**

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

3
4 By 

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

10 By 

11
12
13
14 REVIEWED AND RECOMMENDED
15 FOR APPROVAL

16
17 By 

18 Delino E. Neira, Director
19 Department of Social Services
20
21
22
23
24
25

26 Fund/Subclass: 0001/10000
27 Organization: 56107001
28 Account: 7870/0

SUMMARY OF SERVICES

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

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

SERVICES: Resource Family Training and Support

PROGRAM DESCRIPTION:

VMS Family Counseling Services ("VMS") will provide training that allows resource families to complete ongoing mandated training requirements that enhance their ability to provide high quality parenting; and support services designed to increase the satisfaction and retention of resource families.

VMS will train approximately 350 resource families in the first year providing core and specialized courses sufficient to meet the training requirements for all resource families. VMS will provide ongoing assessment of training needs of resource families and will increase capacity to meet those needs up to approximately 700 resource families per year.

VMS will utilize a competency based training model to ensure families have the ability to implement skills and strategies to support resource family role to provide safety, well-being and permanence for children requiring out-of-home placement.

VMS will provide support services for resource families that are consistent with the principles and values of Fresno County's Quality Parenting Initiative. Support services will include coordination and/or facilitation of monthly support groups and partnering with DSS in the planning and coordination of the Annual Let's Talk Conference celebrating resource families.

CONTRACTOR RESPONSIBILITIES:

1. Utilize a Competency Based CWS training model to train and prepare resource families, CWS staff, and community partners.
2. Provide CPR/First Aid certification training as needed and/or required by DSS.
3. Provide specialized training sessions identified by DSS staff to enhance and support resource families' ability to meet the needs of the children in their homes.
4. Provide training that is located within the community and accessible to resource families.

5. Provide alternatives to traditional classroom training via on-line training, independent study or individualized one-on-one training as directed by DSS CWS staff.
6. Provide monthly support groups for resource families.
7. Coordinate with DSS recruitment and retention efforts.
8. Provide information and support to newly licensed resource families.
9. Coordinate efforts with DSS CWS for placement stabilization
10. Structure experiences that provide a link between training and application of county specific policies.
11. Meet regularly with CWS staff to review the DSS training needs.
12. Submit monthly activity report indicating the number of trainings held, meetings attended, and results of self-report satisfaction surveys.
13. Consult with the DSS and mutually agree on any new trainings that are deemed necessary for resource families.

COUNTY RESPONSIBILITIES

1. Provide names and contact information of resource families needing to meet training requirements.
2. Notify resource families of times and locations of courses offered.
3. Designate a contact person for CONTRACTOR to communicate with when necessary.
4. Meet with CONTRACTOR monthly or as often as necessary, to exchange pertinent information, resolve problems and assess training and support service needs for resource families.

OUTCOMES

Outcome to be Reported		Outcome Indicators
Core Competency	Increased resource family competency for parenting maltreated children.	Resource families will report greater knowledge of trauma informed strategies to provide care for maltreated children.
Improve Resource Family Retention	Reduced frustrations and feelings of being overwhelmed for resource families who provide care for maltreated children.	Resource families will report fewer issues of frustration, feelings of being overwhelmed or other indicators of secondary trauma
Child Stability, Permanency & Well-Being	Improve child placement permanency, stability & well-being.	Resource families will report greater knowledge and importance of permanency, stability and well-being for children resulting from trauma-informed instruction.

The above Outcomes may be modified, by the written mutual consent of VMS and DSS during the contract term.

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
July 1, 2017 - June 30, 2018		
NAME OF ORGANIZATION:	VMS Family Counseling Services	
NAME OF PROJECT:	Resource Family Training & Support Services	
BUDGET SUMMARY - FY 17-18 (7/1/17 - 6/30/18)		
Budget Categories	Account Number	TOTAL BUDGET
<u>SALARIES & BENEFITS</u>		
Personnel Salaries	0100	\$236,600
Payroll Taxes	0150	\$23,660
Benefits	0200	\$0
Subtotal.....		\$260,260
<u>SERVICES & SUPPLIES</u>		Budgeted Amount
Insurance	0250	\$ 20,000
Communications	0300	\$ 5,960
Office Expense	0350	\$ 35,600
Equipment	0400	\$ 9,000
Facilities	0450	\$ 11,160
Travel Costs	0500	\$ 6,000
Program Supplies	0550	\$ 11,000
Consultancy/Subcontracts	0600	\$ 15,000
Fiscal & Audits	0650	\$ 11,200
Training	0660	\$ 4,000
Indirect Costs	0700	\$ -
Subtotal.....		\$ 128,920
TOTAL (Salaries/Benefits & Services/Supplies)		\$389,180

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
July 1, 2017 to June 30, 2018		
NAME OF ORGANIZATION: VMS Family Counseling Services		
NAME OF PROJECT: Resource Family Training & Support Services		
Account Number	Expense Category Descriptions	Account Total
0100	Salaries	\$236,600
	CEO	\$40,000
	Program Supervisor	\$35,000
	Trainers	\$110,000
	Administrative Staff	\$22,800
	Part-Time Trainer	\$28,800
0150	Payroll Taxes	\$23,660
	FICA	\$18,100
	SUI	\$5,560
0200	Benefits	\$0
0250	Insurance	\$20,000
	Malpractice Insurance/General Liability	\$2,000
	Car Insurance	\$1,440
	Workers Compensation	\$16,560
0300	Communications	\$5,960
	Telephone expenses	\$4,400
	Internet	\$1,560
0350	Office Expense	\$35,600
	Rent	\$30,800
	Utilities	\$4,800
0400	Equipment	\$9,000
0450	Facilities	\$11,160
0500	Travel Costs	\$6,000
0550	Program Supplies	\$11,000
0600	Consultancy/Subcontracts	\$15,000
0650	Fiscal & Audits	\$11,200
	Audit	
	External Accounting and Record Keeping	
0660	Training	\$4,000
0700	Indirect Costs	\$0
Budget Total		\$389,180

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
July 1, 2018 - June 30, 2019		
NAME OF ORGANIZATION:	VMS Family Counseling Services	
NAME OF PROJECT:	Resource Family Training & Support Services	
BUDGET SUMMARY - FY 18-19 (7/1/18 - 6/30/19)		
Budget Categories	Account Number	TOTAL BUDGET
<u>SALARIES & BENEFITS</u>		
Personnel Salaries	0100	\$258,230
Payroll Taxes	0150	\$25,823
Benefits	0200	\$0
Subtotal.....		\$284,053
<u>SERVICES & SUPPLIES</u>		Budgeted Amount
Insurance	0250	\$ 21,500
Communications	0300	\$ 5,160
Office Expense	0350	\$ 37,500
Equipment	0400	\$ 3,400
Facilities	0450	\$ 5,000
Travel Costs	0500	\$ 5,000
Program Supplies	0550	\$ 8,000
Consultancy/Subcontracts	0600	\$ 10,000
Fiscal & Audits	0650	\$ 11,200
Training	0660	\$ 4,000
Indirect Costs	0700	\$ -
Subtotal.....		\$ 110,760
TOTAL (Salaries/Benefits & Services/Supplies)		\$394,813

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
July 1, 2018 to June 30, 2019		
NAME OF ORGANIZATION: VMS Family Counseling Services		
NAME OF PROJECT: Resource Family Training & Support Services		
Account Number	Expense Category Descriptions	Account Total
0100	Salaries	\$258,230
	CEO	\$46,800
	Program Supervisor	\$37,450
	Trainers	\$117,700
	Administrative Staff	\$24,600
	Part-Time Trainer	\$31,680
0150	Payroll Taxes	\$25,823
	FICA	\$19,755
	SUI	\$6,068
0200	Benefits	\$0
0250	Insurance	\$21,500
	Malpractice Insurance/General Liability	\$2,000
	Car Insurance	\$1,500
	Workers Compensation	\$18,000
0300	Communications	\$5,160
	Telephone expenses	\$3,600
	Internet	\$1,560
0350	Office Expense	\$37,500
	Rent	\$32,700
	Utilities	\$4,800
0400	Equipment	\$3,400
0450	Facilities	\$5,000
0500	Travel Costs	\$5,000
0550	Program Supplies	\$8,000
0600	Consultancy/Subcontracts	\$10,000
0650	Fiscal & Audits	\$11,200
	Audit	
	External Accounting and Record Keeping	
0660	Training	\$4,000
0700	Indirect Costs	\$0
Budget Total		\$394,813

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
July 1, 2019 - June 30, 2020		
NAME OF ORGANIZATION:	VMS Family Counseling Services	
NAME OF PROJECT:	Resource Family Training & Support Services	
BUDGET SUMMARY - (for each 12-month period)		July 1, 2019 - June 30, 2020
Budget Categories	Account Number	TOTAL BUDGET
<u>SALARIES & BENEFITS</u>		
Personnel Salaries	0100	\$339,636
Payroll Taxes	0150	\$33,963
Benefits	0200	\$0
Subtotal.....		\$373,599
<u>SERVICES & SUPPLIES</u>		Budgeted Amount
Insurance	0250	\$ 27,775
Communications	0300	\$ 6,600
Office Expense	0350	\$ 40,000
Equipment	0400	\$ 3,400
Facilities	0450	\$ 5,000
Travel Costs	0500	\$ 7,000
Program Supplies	0550	\$ 10,000
Consultancy/Subcontracts	0600	\$ 6,000
Fiscal & Audits	0650	\$ 12,000
Training	0660	\$ 4,000
Indirect Costs	0700	\$ -
Subtotal.....		\$ 121,775
TOTAL (Salaries/Benefits & Services/Supplies)		\$495,374

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
July 1, 2019 to June 30, 2020		
NAME OF ORGANIZATION: VMS Family Counseling Services		
NAME OF PROJECT: Resource Family Training & Support Services		
Account Number	Expense Category Descriptions	Account Total
0100	Salaries	\$339,636
	CEO	\$50,076
	Program Supervisor	\$40,080
	Trainers	\$189,000
	Administrative Staff	\$26,400
	Part-Time Trainer	\$34,080
0150	Payroll Taxes	\$33,963
	FICA	\$25,982
	SUI	\$7,981
0200	Benefits	\$0
0250	Insurance	\$27,775
	Malpractice Insurance/General Liability	\$2,500
	Car Insurance	\$1,500
	Workers Compensation	\$23,775
0300	Communications	\$6,600
	Telephone expenses	\$5,100
	Internet	\$1,500
0350	Office Expense	\$40,000
	Rent	\$34,600
	Utilities	\$5,400
0400	Equipment	\$3,400
0450	Facilities	\$5,000
0500	Travel Costs	\$7,000
0550	Program Supplies	\$10,000
0600	Consultancy/Subcontracts	\$6,000
0650	Fiscal & Audits	\$12,000
	Audit	
	External Accounting and Record Keeping	
0660	Training	\$4,000
0700	Indirect Costs	\$0
Budget Total		\$495,374

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
July 1, 2020 - June 30, 2021		
NAME OF ORGANIZATION:	VMS Family Counseling Services	
NAME OF PROJECT:	Resource Family Training & Support Services	
BUDGET SUMMARY - (for each 12-month period)		July 1, 2020 - June 30, 2021
Budget Categories	Account Number	TOTAL BUDGET
<u>SALARIES & BENEFITS</u>		
Personnel Salaries	0100	\$360,463
Payroll Taxes	0150	\$36,046
Benefits	0200	\$0
Subtotal.....		\$396,509
<u>SERVICES & SUPPLIES</u>		Budgeted Amount
Insurance	0250	\$ 30,233
Communications	0300	\$ 7,100
Office Expense	0350	\$ 43,000
Equipment	0400	\$ 4,000
Facilities	0450	\$ 5,000
Travel Costs	0500	\$ 8,500
Program Supplies	0550	\$ 10,000
Consultancy/Subcontracts	0600	\$ 3,000
Fiscal & Audits	0650	\$ 12,000
Training	0660	\$ 5,000
Indirect Costs	0700	\$ -
Subtotal.....		\$ 127,833
TOTAL (Salaries/Benefits & Services/Supplies)		\$524,342

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
July 1, 2020 to June 30, 2021		
NAME OF ORGANIZATION: VMS Family Counseling Services		
NAME OF PROJECT: Resource Family Training & Support Services		
Account Number	Expense Category Descriptions	Account Total
0100	Salaries	\$360,463
	CEO	\$50,076
	Program Supervisor	\$42,877
	Trainers	\$202,230
	Administrative Staff	\$28,800
	Trainer	\$36,480
0150	Payroll Taxes	\$36,046
	FICA	\$27,575
	SUI	\$8,471
0200	Benefits	\$0
0250	Insurance	\$30,233
	Malpractice Insurance/General Liability	\$3,000
	Car Insurance	\$2,000
	Workers Compensation	\$25,233
0300	Communications	\$7,100
	Telephone expenses	\$5,000
	Internet	\$2,100
0350	Office Expense	\$43,000
	Rent	\$37,600
	Utilities	\$5,400
0400	Equipment	\$4,000
0450	Facilities	\$5,000
0500	Travel Costs	\$8,500
0550	Program Supplies	\$10,000
0600	Consultancy/Subcontracts	\$3,000
0650	Fiscal & Audits	\$12,000
	Audit	
	External Accounting and Record Keeping	
0660	Training	\$5,000
0700	Indirect Costs	\$0
		\$524,342

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
July 1, 2021 - June 30, 2022		
NAME OF ORGANIZATION:	VMS Family Counseling Services	
NAME OF PROJECT:	Resource Family Training & Support Services	
BUDGET SUMMARY - (for each 12-month period)		July 1, 2021 - June 30, 2022
Budget Categories	Account Number	TOTAL BUDGET
<u>SALARIES & BENEFITS</u>		
Personnel Salaries	0100	\$415,666
Payroll Taxes	0150	\$41,566
Benefits	0200	\$0
Subtotal.....		\$457,232
<u>SERVICES & SUPPLIES</u>		Budgeted Amount
Insurance	0250	\$ 35,097
Communications	0300	\$ 7,100
Office Expense	0350	\$ 46,000
Equipment	0400	\$ 4,000
Facilities	0450	\$ 6,000
Travel Costs	0500	\$ 8,500
Program Supplies	0550	\$ 10,000
Consultancy/Subcontracts	0600	\$ 2,500
Fiscal & Audits	0650	\$ 13,000
Training	0660	\$ 5,000
Indirect Costs	0700	\$ -
Subtotal.....		\$ 137,197
TOTAL (Salaries/Benefits & Services/Supplies)		\$594,429

BUDGET EXPENSE CATEGORY DESCRIPTIONS		
July 1, 2021 to June 30, 2022		
NAME OF ORGANIZATION: VMS Family Counseling Services		
NAME OF PROJECT: Resource Family Training & Support Services		
Account Number	Expense Category Descriptions	Account Total
0100	Salaries	\$415,666
	CEO	\$50,076
	Program Supervisor	\$45,878
	Trainers	\$288,512
	Administrative Staff	\$31,200
0150	Payroll Taxes	\$41,566
	FICA	\$31,798
	SUI	\$9,768
0200	Benefits	\$0
0250	Insurance	\$35,097
	Malpractice Insurance/General Liability	\$3,500
	Car Insurance	\$2,500
	Workers Compensation	\$29,097
0300	Communications	\$7,100
	Telephone expenses	\$5,000
	Internet	\$2,100
0350	Office Expense	\$46,000
	Rent	\$40,000
	Utilities	\$6,000
0400	Equipment	\$4,000
0450	Facilities	\$6,000
0500	Travel Costs	\$8,500
0550	Program Supplies	\$10,000
0600	Consultancy/Sub contracts	\$2,500
0650	Fiscal & Audits	\$13,000
	Audit	
	External Accounting and Record Keeping	
0660	Training	\$5,000
0700	Indirect Costs	\$0
Budget Total		\$594,429

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

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

NOTICE OF CHILD ABUSE REPORTING LAW

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

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

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

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

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

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

SIGNATURE

DATE