

AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of October, 2018, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **CENTRAL VALLEY CHILDREN'S SERVICES NETWORK**, a California non-profit public benefit corporation, whose address is 1911 N. Helm Ave., Fresno, CA 93727, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the lack of access to child care for potential foster families seeking to take in a foster child is one of the top barriers to placing foster children with families; and

WHEREAS, the passage of Senate Bill (SB) 89 established the Emergency Child Care Bridge Program for Foster Children, which provides a monthly payment or voucher for child care, a child care navigator, and trauma-informed training and coaching to child care providers who care for children in foster care; and

WHEREAS, participation in the Emergency Child Care Bridge Program requires that COUNTY enter into a contract or formal agreement with the designated Child Care Resource and Referral (R&R) program to facilitate interagency communication, leverage funding, and enhance the navigation and training supports authorized by SB 89; and

WHEREAS, CONTRACTOR is the designated R&R in the county and is willing and able to provide specified services authorized by SB 89 which includes Child Care Navigator, Trauma-Informed Training and Coaching, and Alternative Payment Program; and

WHEREAS, COUNTY desires to participate in the Emergency Child Care Bridge Program;

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

1. SERVICES

CONTRACTOR shall perform all services and fulfill all responsibilities as identified in Exhibit A, Summary of Services, attached hereto and by this reference incorporated herein.

2. TERM

The term of this Agreement shall be for a period of eight (8) months, commencing on

November 1, 2018 through and including June 30, 2019. This Agreement may be extended for two (2) additional twelve (12) month periods upon the written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The DSS Director, or his designee, is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR's satisfactory performance.

3. TERMINATION

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

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

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

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

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

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1 **4. COMPENSATION**

2 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
3 compensation in accordance with Exhibit B, attached hereto and by this reference incorporated herein.

4 In no event shall actual services performed under this Agreement be in excess of Eight
5 Hundred Fifty-Seven Thousand, Four Hundred Fifty-Five and No/100 Dollars (\$857,455) for the period of
6 November 1, 2018 through June 30, 2019, Eight Hundred Ninety-Nine Thousand, Three Hundred and
7 Eighty-Seven and No/100 Dollars (\$899,387) for the period of July 1, 2019 through June 30, 2020, and
8 Eight Hundred Ninety-Nine Thousand, Three Hundred and Eighty-Seven and No/100 Dollars (\$899,387)
9 for the period of July 1, 2020 through June 30, 2021. The cumulative total of this Agreement shall not be
10 in excess of Two Million, Six Hundred Fifty-Six Thousand, Two Hundred Twenty-Nine and No/100 Dollars
11 (\$2,656,229). It is understood that all expenses incidental to CONTRACTOR's performance of services
12 under this Agreement shall be borne by CONTRACTOR.

13 To the extent permitted by State and Federal rules and regulations, advanced payment of up
14 to twenty percent (20%) of the maximum initial term compensation under this Agreement may be
15 requested of COUNTY by CONTRACTOR. Advance payments shall be limited to implementation costs
16 for new and/or expanded services only. Approval of an advanced payment is at the sole discretion of
17 COUNTY's DSS Director or his designee. If advanced payment occurs, the amount of the advanced
18 payment shall be deducted in equal installments from claims submitted for the final six (6) months of the
19 initial term of the Agreement, with the first deduction occurring in the invoice for services rendered January
20 1, 2019 through January 31, 2019.

21 **5. INVOICING**

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

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

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

6. INDEPENDENT CONTRACTOR

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 the 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 the COUNTY. Furthermore, the COUNTY shall not have any right to control or supervise or direct the manner or method by which CONTRACTOR shall perform their work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing their 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 the subject thereof. Because of their 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 hold COUNTY harmless from all matters relating

1 to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all
2 other regulations governing such matters. It is acknowledged that during the term of this Agreement,
3 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

4 **7. MODIFICATION**

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

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

12 **8. HOLD HARMLESS**

13 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request,
14 defend the COUNTY, their officers, agents, and employees from any and all costs and expenses (including
15 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in
16 connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or
17 employees under this Agreement, and from any and all costs and expenses (including attorney's fees and
18 costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation
19 who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers,
20 agents, or employees under this Agreement. In addition, CONTRACTOR agrees to indemnify COUNTY
21 for Federal, State of California and/or local audit exceptions resulting from noncompliance herein on the
22 part of CONTRACTOR.

23 **9. INSURANCE**

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

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1 A. Commercial General Liability

2 Commercial General Liability Insurance with limits of not less than Two Million Dollars
3 (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars
4 (\$4,000,000). This policy shall be issued on a per occurrence basis. COUNTY may
5 require specific coverages including completed operations, products liability, and
6 contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability
7 insurance deemed necessary because of the nature of this contract.

8 B. Automobile Liability

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

12 C. Professional Liability

13 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,
14 M.F.C.C.) in providing services, Professional Liability Insurance is required with limits of
15 not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars
16 (\$3,000,000.00) annual aggregate.

17 D. Worker's Compensation

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

20 Additional Requirements Relating to Insurance

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

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

1 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
2 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
3 foregoing policies, as required herein, to the County of Fresno, (Attention: Contract Analyst, 205 W.
4 Pontiac Way, Clovis, Ca 93612), stating that such insurance coverage have been obtained and are in full
5 force; that the County of Fresno, its officers, agents and employees will not be responsible for any
6 premiums on the policies; that for such worker's compensation insurance the CONTRACTOR has waived
7 its right to recover from the COUNTY, it's officers, agents, and employees any amounts paid under the
8 insurance policy and that waiver does not invalidate the insurance policy; that such Commercial General
9 Liability insurance names the County of Fresno, its officers, agents and employees, individually and
10 collectively, as additional insured, but only insofar as the operations under this Agreement are concerned;
11 that such coverage for additional insured shall apply as primary insurance and any other insurance, or
12 self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not
13 contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall
14 not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to
15 COUNTY.

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

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

22 **10. ASSIGNMENTS AND SUBCONTRACTS**

23 CONTRACTOR shall obtain written approval from COUNTY before assigning or
24 subcontracting any or all of CONTRACTOR's rights or duties under this Agreement. Any transferee,
25 assignee or subcontractor will be subject to all applicable provisions of this Agreement, and all applicable
26 State and Federal regulations. CONTRACTOR shall be held primarily responsible by COUNTY for the
27 performance of any transferee, assignee or subcontractor unless otherwise expressly agreed to in writing
28 by COUNTY. The use of subcontractors by CONTRACTOR shall not entitle CONTRACTOR to any

1 additional compensation than is provided for under this Agreement.

2 **11. CONFLICT OF INTEREST**

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

10 **12. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

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

22 **13. NON-DISCRIMINATION**

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

1 **14. RECRUITMENT OF EMPLOYEES AND SERVICES TO CLIENTS**

2 CONTRACTOR shall ensure that its employment recruitment efforts, including administrative
3 and professional staff positions, are carried out so as to adequately reflect the cultural and ethnic diversity
4 of the population of Fresno County. CONTRACTOR shall use its best efforts to serve all cultural and
5 ethnic groups residing in Fresno County.

6 **15. LIMITED ENGLISH PROFICIENCY**

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

18 **16. CONFIDENTIALITY**

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

22 **17. DATA SECURITY**

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

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

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

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

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

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

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

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

27 H. In the event of a breach of security related to COUNTY's confidential client information
28 provided to CONTRACTOR, COUNTY will manage the response to the incident, however,

1 CONTRACTOR will be responsible to issue any notification to affected individuals as required by law or as
2 deemed necessary by COUNTY in its sole discretion. CONTRACTOR will be responsible for all costs
3 incurred as a result of providing the required notification.

4 **18. CLEAN AIR AND WATER**

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

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

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

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

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

19 **19. DRUG-FREE WORKPLACE REQUIREMENTS**

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

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1 **20. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INTELIGIBILITY AND**
2 **VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS**

3 A. COUNTY and CONTRACTOR recognize that Federal assistance funds will be used
4 under the terms of this Agreement. For purposes of this paragraph, CONTRACTOR will be referred to as
5 the "prospective recipient".

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

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

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

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

19 4) The prospective recipient shall provide immediate written notice to COUNTY if at any
20 time prospective recipient learns that its certification in Paragraph Twenty Two (22) of this Agreement was
21 erroneous when submitted or has become erroneous by reason of changed circumstances.

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

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

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1 **21. STATE ENERGY CONSERVATION**

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

5 **22. FRATERNIZATION**

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

9 **23. INTERPRETATION OF LAWS AND REGULATIONS**

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

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

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

16 **25. RECORDS**

17 A. Record Establishment and Maintenance

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

23 B. Cost Documentation

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

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

3) COUNTY shall notify CONTRACTOR in writing within thirty (30) days of any potential State or Federal audit exception discovered during an examination. Where findings indicate that program requirements are not being met and State or Federal participation in this program may be imperiled in the event that corrections are not accomplished by 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 dates of service and a description of services provided on each occasion. These records and any other documents pertaining in whole or in part to this Agreement, shall be clearly identified and readily accessible.

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 licenses without becoming liable to pay any compensation to others because of such grants. 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.

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

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

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

16 **26. SINGLE AUDIT CLAUSE**

17 A. If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or
18 more in Federal and Federal flow-through monies, CONTRACTOR agrees to conduct an annual audit
19 in accordance with the requirements of the Single Audit Standards as set forth in Office of
20 Management and Budget (OMB) Circular 2 CFR 200. CONTRACTOR shall submit said audit and
21 management letter to COUNTY. The audit must include a statement of findings or a statement that
22 there were no findings. If there were negative findings, CONTRACTOR must include a corrective
23 action plan signed by an authorized individual. CONTRACTOR agrees to take action to correct any
24 material non-compliance or weakness found as a result of such audit. Such audit shall be delivered to
25 COUNTY's Human Services System, Administration, for review within nine (9) months of the end of
26 any fiscal year in which funds were expended and/or received for the program. Failure to perform the
27 requisite audit functions as required by this Agreement may result in COUNTY performing the
28 necessary audit tasks, or at COUNTY's option, contracting with a public accountant to perform said

1 audit, or, may result in the inability of COUNTY to enter into future agreements with CONTRACTOR.
2 All audit costs related to this Agreement are the sole responsibility of CONTRACTOR.

3 B. A single audit report is not applicable if all CONTRACTOR's Federal contracts do not
4 exceed the Seven Hundred Fifty Thousand Dollars (\$750,000.00) requirement or CONTRACTOR's
5 only funding is through Drug related Medi-Cal. If a single audit is not applicable, a program audit must
6 be performed and a program audit report with management letter shall be submitted by
7 CONTRACTOR to COUNTY as a minimum requirement to attest to CONTRACTOR's solvency. Said
8 audit report shall be delivered to COUNTY's Human Services System, Accounting Office for review no
9 later than nine (9) months after the close of the fiscal year in which the funds supplied through this
10 Agreement are expended. Failure to comply with this Act may result in COUNTY performing the
11 necessary audit tasks or contracting with a qualified accountant to perform said audit. All audit costs
12 related to this Agreement are the sole responsibility of CONTRACTOR who agrees to take corrective
13 action to eliminate any material noncompliance or weakness found as a result of such audit. Audit
14 work performed by COUNTY under this paragraph shall be billed to the CONTRACTOR at COUNTY
15 cost, as determined by COUNTY's Auditor-Controller/Treasurer-Tax Collector.

16 C. CONTRACTOR shall make available all records and accounts for inspection by
17 COUNTY, the State of California, if applicable, the Comptroller General of the United States, the Federal
18 Grantor Agency, or any of their duly authorized representatives, at all reasonable times for a period of at
19 least three (3) years following final payment under this Agreement or the closure of all other pending
20 matters, whichever is later.

21 **27. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

22 To the extent necessary to prevent disallowance of reimbursement under section 1861 (v) (1)
23 (1) (I) of the Social Security Act, (42 U.S.C § 1395x, subd. (v)(1)[I]), until the expiration of four (4) years
24 after the furnishing of services under this Agreement, CONTRACTOR shall make available, upon written
25 request to the Secretary of the United States Department of Health and Human Services, or upon request
26 to the Comptroller General of the United States General Accounting Office, or any of their duly authorized
27 representatives, a copy of this Agreement and such books, documents, and records as are necessary to
28 certify the nature and extent of the costs of these services provided by CONTRACTOR under this

1 Agreement. CONTRACTOR further agrees that in the event CONTRACTOR carries out any of its duties
2 under this Agreement through a subcontract, with a value or cost of Ten Thousand and No/100 Dollars
3 (\$10,000) or more over a twelve (12) month period, with a related organization, such Agreement shall
4 contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services
5 pursuant to such subcontract, the related organizations shall make available, upon written request to the
6 Secretary of the United States General Accounting Office, or any of their duly authorized representatives, a
7 copy of such subcontract and such books, documents, and records of such organization as are necessary
8 to verify the nature and extent of such costs.

9 **28. CHILD ABUSE REPORTING**

10 CONTRACTOR shall utilize a procedure acceptable to COUNTY to ensure that all of
11 CONTRACTOR's employees, volunteers, consultants, subcontractor or agents performing services under
12 this Agreement shall report all known or suspected child abuse or neglect to one or more of the agencies
13 set forth in Penal Code Section 11165.9. This procedure shall include having all of CONTRACTOR's
14 employees, volunteers, consultants, subcontractor or agents performing services under this Agreement
15 sign a statement that he or she knows of and will comply with the reporting requirements set forth in Penal
16 Code Section 11166.

17 **29. CHARITABLE CHOICE**

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

1 who requested referrals to alternate providers based on religious objection.

2 **30. PERSONNEL DISCLOSURE**

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

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

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

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

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

12 **31. PROHIBITION ON PUBLICITY**

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

20 **32. PROPERTY OF COUNTY**

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

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

10 **33. AUDITS AND INSPECTIONS**

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

16 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00),
17 CONTRACTOR shall be subject to the examination and audit of the State of California Auditor General
18 for a period of three (3) years after final payment under contract (California Government Code section
19 8546.7).

20 In addition, CONTRACTOR shall cooperate and participate with COUNTY's fiscal review
21 process and comply with all final determinations rendered by the COUNTY's fiscal review process. If
22 COUNTY reaches an adverse decision regarding CONTRACTOR's services to consumers, it may
23 result in the disallowance of payment for services rendered; or in additional controls to the delivery of
24 services, or in the termination of this Agreement, at the discretion of COUNTY's DSS Director or
25 designee. If as a result of COUNTY's fiscal review process a disallowance is discovered due to
26 CONTRACTOR's deficiency, CONTRACTOR shall be financially liable for the amount previously paid
27 by COUNTY to CONTRACTOR and this disallowance will be adjusted from CONTRACTOR's future
28 payments, at the discretion of COUNTY's DSS Director or designee. In addition, COUNTY shall have

the sole discretion in the determination of fiscal review outcomes, decisions and actions.

34. NOTICES

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

COUNTY

Director, County of Fresno
Department of Social Services
P.O. Box 1912
Fresno, CA 93721

CONTRACTOR

Executive Director
Central Valley Children's Services Network
1911 N. Helm Ave
Fresno, CA 93727

All notices between the COUNTY and CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three (3) COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one (1) COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

35. CHANGE OF LEADERSHIP/MANAGEMENT

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

1 either a) directs individuals providing services pursuant to this Agreement, b) exercises control over the
2 manner in which services are provided, or c) has authority over CONTRACTOR'S finances.

3 **36. GOVERNING LAW**

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

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

8 **37. ENTIRE AGREEMENT**

9 This Agreement, including all Exhibits, constitutes the entire agreement between the
10 CONTRACTOR and the COUNTY with respect to the subject matter hereof and supersedes all previous
11 agreement negotiations, proposals, commitments, writings, advertisements, publications, and
12 understandings of any nature whatsoever unless expressly included in this Agreement.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
2 and year first hereinabove written.
3

4 **CONTRACTOR:**
5 **CENTRAL VALLEY CHILDREN'S**
6 **SERVICES NETWORK**

COUNTY OF FRESNO

7 *Gayle L. Duffy*
(Authorized Signature)

Sal Quintero
Sal Quintero, Chairperson of the Board of
Supervisors of the County of Fresno

8 Gayle L. Duffy, Executive Director
Print Name & Title

9 *Marc Timmer*
(Authorized Signature)

10 MARCO TIMMER, Sub Director
Print Name & Title

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

11 Mailing Address:
12 1911 N. Helm Ave
13 Fresno, CA 93727
14 Attn: Gayle Duffy, Executive
15 Director

16
17 By: *Rosa Cuyt*
Deputy

18 **FOR ACCOUNTING USE ONLY:**

19 Fund/Subclass: 0001/10000
20 ORG No.: 56107001
21 Account No.: 7870/0
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SUMMARY OF SERVICES

ORGANIZATION: Central Valley Children's Services Network (CVCSN)

PROJECT TITLE: Emergency Child Care Bridge Program for Foster Children

ADDRESS: 1911 N Helm Ave. Fresno, CA 93727

SERVICES: Child Care Navigator, Trauma-Informed Care Training and Voucher Distribution Services

TELEPHONE: (559) 456-1100

CONTACT: Gayle Duffy, Executive Director

EMAIL: gayled@cvcsn.org

CONTRACT PERIOD: November 1, 2018 – June 30, 2019
With two (2) possible one (1) year extensions

I. PURPOSE

With the passage of Senate Bill 89, families that have a child placed with them in an emergency or for a compelling reason, licensed foster family homes or certified family homes, approved homes of relatives or nonrelative extended family members, and parents under the jurisdiction of the juvenile court, including, but not limited to non-minor dependent parents who have their child placed with them (hereinafter referred to as "eligible families") are eligible to receive a time-limited monthly payment or voucher for child care and services from a child care navigator. SB 89 also provides for the provision of trauma-informed care training and coaching for child care providers to support their work with foster children.

The State's implementation of SB 89 is the Emergency Child Care Bridge Program which requires participating counties to specifically contract with the local designated Resource and Referral agency (R&R) for the provision of child care navigator and trauma-informed care training and coaching. In addition, the State allows participating counties to contract for the administration of child care voucher payments with a local Alternate Payment Program.

In Fresno County, the R&R is the Central Valley Children's Services Network (CONTRACTOR), and in addition, they are an Alternative Payment Program provider.

Central Valley Children's Services Network ("CONTRACTOR") will provide 1) Child Care Navigator services, 2) Trauma-Informed Care Training and Coaching, and 3) Voucher Payment Distribution (APP) services. Services will include but not be limited to the services identified in item III.

II. TARGET POPULATION

The target population for these services includes but is not limited to:

- Resource families and families that have a child placed with them in an emergency or for a compelling reason;
- Licensed foster family homes or certified family homes;
- Approved homes of relatives or nonrelative extended family members; and
- Parents under the jurisdiction of the juvenile court, including, but not limited to non-minor dependent parents.

Priority will be given to relative placements that accept emergency placement of youth.

III. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING SERVICES:

A. Child Care Navigator:

The Navigator will assist with finding a child care provider, securing subsidized child care placement (if eligible), completing child care program applications, and developing a plan for long-term child care appropriate to the child's age and needs. The Navigator will work with the family to find successful child care placements with quality providers that will meet the needs of the child and family.

Eligibility for Navigator services shall not be contingent on a child's receipt of a child care payment or voucher. Child Care Navigators must have sufficient knowledge of the child care subsidy system.

The Child Care Navigator will:

- Work with eligible families, child welfare social workers, probation officers (if applicable), and other child and family team members to access child care, as well as, identify child care options appropriate to the child's age and needs;
- Connect the family to information and resources about school readiness and child care to empower families and improve their ability to access resources and make informed decisions about their child care needs;
- Assist the family in identifying potential opportunities for an ongoing child care subsidy, if eligible;
- Assist the family in completing appropriate child care program applications and enrolling into a child care program; and
- Develop an overall, long-term child care plan for the child, including plans where possible, to minimize child care transitions or disruptions for the child;
- Complete the Child Care Bridge Monthly Report and other reports as requested by DSS. Reporting will include an explanation every sixty (60) calendar days a youth has been enrolled in the Bridge Program addressing challenges/barriers to obtaining long-term subsidized child care.

B. Trauma-Informed Care Training and Coaching:

CONTRACTOR is required to provide trauma-informed care training and coaching to child care providers working with children, and children of parenting youth, in the foster care system. The California Child Care Resource and Referral Network (Network) will develop and coordinate the training content to be used. Child Care Navigators will also provide coaching to assist child care providers in applying training curriculum and learning strategies for working with children in foster care.

The training includes, but is not limited to:

- Infant and toddler development; and
- Research-based, trauma-informed best care practices for children in the child welfare system.

C. Voucher Payment Distribution

CONTRACTOR will administer and oversee all aspects of voucher payment distribution for eligible families.

D. Additional Responsibilities

- CONTRACTOR will participate in monthly or quarterly meetings with DSS staff to discuss program and/or contractual issues, and may include reporting out on training and voucher distribution.
- CONTRACTOR will assist license-exempt child care applicants with registration, completion and payment associated with the Trustline process. Should CONTRACTOR receive any information that indicates the child care provider, or proposed child care provider of a Bridge Program eligible youth has a clearance issue at any point in the process, CONTRACTOR is to cross-report the information to the assigned Child Welfare Services Program Manager immediately, or at minimum within 24 hours.

IV. COUNTY RESPONSIBILITIES

- A. Provide referrals to CONTRACTOR.
- B. Designate a contact person for CONTRACTOR to communicate with as necessary.
- C. Meet with CONTRACTOR monthly or as often as needed, to exchange pertinent information, resolve problems, and work together to coordinate referrals and services.
- D. Ensure the payment or voucher is in an amount to commensurate with the Regional Market Rate (RMR) ceiling payment rates.
- E. Collect/receive reports and outcomes from CONTRACTOR to be submitted to the California Department of Social Services.

V. PERFORMANCE INDICATORS, OUTPUTS AND OUTCOMES

A. Overall Service Objective:

The goal of these services is to increase the number of foster children successfully placed in home-based family care, increase capacity of child care programs to meet the needs of foster children, and maximize funding to support the child care needs of eligible families. In support of this goal, COUNTY will evaluate CONTRACTOR's ability to transition families from Bridge Program funded child care to other subsidized child care programs within six (6) months of enrollment in the Bridge Program.

B. Service Objectives

- Child Care Navigator services will be provided to an estimated 40 families referred by DSS annually.
- Training and coaching are to be provided to an estimated 20 programs/care providers annually; including 2 training sessions per month.
- Voucher administration and distribution will be provided to all families referred and eligible to receive a child care payment or voucher.
- Provision of Trustline assistance will be provided to an estimated 80 in-home or license-exempt child care applicants annually.

C. Performance Indicators, Outputs and Outcomes:

CONTRACTOR shall report performance indicators, outputs and outcomes in a manner determined by DSS. CONTRACTOR shall report the following indicators, outputs and outcomes:

- Number of children served;
- Net change in population served;
- Length of time to process and issue the voucher to eligible families;
- Type of child care setting selected;
- Type of child care schedule requested (standard weekday or alternative weekend and evening schedules)
- Number and average duration of vouchers disbursed;
- Length of time (number of months) family received the payment or voucher;
- Number of children unable to secure stable child care prior to the Bridge Program voucher expiring at 6 months and 12 months, if applicable;
- Number of referrals to child care navigators;
- Number of families served by navigators;
- Number of children enrolled in Bridge subsidized child care;
- Number of children enrolled in non-Bridge subsidized child care;
- Number of children transitioning from Bridge to non-Bridge subsidized child care;
- Length of time to transition from Bridge to non-Bridge subsidized child care;

- Number of trauma-informed care trainings scheduled and number provided;
Number of child care providers attending trauma-informed care trainings;
- Number of coaching sessions scheduled and number provided;
- Number of child care programs and child care providers served.

The performance indicators, outputs and outcomes to be reported by CONTRACTOR may be changed, upon written agreement of CONTRACTOR and the Director of DSS, or his designee, when necessary to comply with changes in State regulations or program requirements.

Bridge Budget (November 1, 2018 – June 30, 2019)

VENDOR NAME: Central Valley Children's Services Network

SERVICE: Emergency Child Care Bridge Program

Child Care Navigator	
1.0 FTE (up to 6 staff) – Estimated salaries for 8 mos.	\$62,900
Benefits (taxes, WC, 401K, etc.) – Estimated benefits for 8 mos.	\$20,966
Subtotal	\$83,866
Trauma-Informed Training & Coaching	
1.0 FTE Trainer/Coach – Estimated salaries for 8 mos. (.50FTE Lead Trainer, .50FTE Coach)	\$47,000
Benefits (taxes, WC, 401K etc.) – Estimated benefits for 8 mos.	\$11,750
1 Laptop & Projector for Trainings	\$3,000
2 Desktop computers and printers	\$4,000
1 Cell phone and service for 8 months @ \$125 per month	\$1,000
Mileage for Training & Coaching Sessions - approximately 300 miles per month for 8 months @ .545 per gallon = \$1,308	\$1,308
Office supplies, copies for trainings, training materials, etc.	\$25,000
On-going professional development – trainer & coach	\$24,000
Outside consultants and trainer expenses	\$14,397
Subtotal	\$131,455
Alternative Payment Program	
Voucher payments - actual expenses will be invoiced monthly	\$518,540
Administrative cost @17.5% of total issued monthly voucher payments	\$109,994
*TrustLine Processing Fees as needed (80@\$170)	\$13,600
Subtotal	\$642,134
Total Expenses: \$857,455	

Bridge Budget (July 1, 2019 – June 30, 2020)

VENDOR NAME: Central Valley Children's Services Network

SERVICE: Emergency Child Care Bridge Program

Child Care Navigator	
1.0 FTE (up to 6 staff) –Estimated salaries for 12 months	\$94,348
Benefits (taxes, WC, 401K, etc.)–Estimated benefits for 12 mos.	\$31,450
Subtotal	\$125,798
Trauma-Informed Training & Coaching	
1.0 FTE Trainer/Coach –Estimated salaries for 12 mos. (.50FTE Lead Trainer, .50FTE Coach)	\$70,500
Benefits (taxes, WC, 401K etc.) - Estimated benefits for 12 mos.	\$17,625
Mileage for Training & Coaching Sessions - approximately 300 miles per month for 12 months at approved IRS rate	\$1,500
Office supplies, copies for trainings, training materials, etc.	\$20,000
On-going professional development – trainer & coach	\$11,830
Outside consultants and or 2nd trainer expenses	\$10,000
Subtotal	\$131,455
Alternative Payment Program	
Voucher payments - actual expenses will be invoiced monthly	\$518,540
Administrative cost @17.5% of total issued monthly voucher payments	\$109,994
*TrustLine Processing Fees as needed (80@\$170)	\$13,600
Subtotal	\$642,134
Total Expenses: \$899,387	

Bridge Budget (July 1, 2020 – June 30, 2021)

VENDOR NAME: Central Valley Children's Services Network

SERVICE: Emergency Child Care Bridge Program

Child Care Navigator	
1.0 FTE (up to 6 staff) – Estimated salaries for 12 months	\$94,348
Benefits (taxes, WC, 401K, etc.)–Estimated benefits for 12 mos.	\$31,450
Subtotal	\$125,798
Trauma-Informed Training & Coaching	
1.0 FTE Trainer/Coach – Estimated salaries for 12 mos. (.50FTE Lead Trainer, .50FTE Coach)	\$70,500
Benefits (taxes, WC, 401K etc.)– Estimated benefits for 12 mos.	\$17,625
Mileage for Training & Coaching Sessions - approximately 300 miles per month for 12 months at approved IRS rate	\$1,500
Office supplies, copies for trainings, training materials, etc.	\$20,000
On-going professional development – trainer & coach	\$11,830
Outside consultants and or 2nd trainer expenses	\$10,000
Subtotal	\$131,455
Alternative Payment Program	
Voucher payments - actual expenses will be invoiced monthly	\$518,540
Administrative cost @17.5% of total issued monthly voucher payments	\$109,994
*TrustLine Processing Fees as needed (80@\$170)	\$13,600
Subtotal	\$642,134
Total Expenses: \$899,387	

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:	