

**AGREEMENT**

THIS AGREEMENT is made and entered into this 23rd 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 **EXCEPTIONAL PARENTS UNLIMITED, INC.**, a private non-profit corporation, whose address is 4440 North First Street, Fresno, CA 93726, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

WHEREAS, COUNTY, through its' Department of Social Services (DSS), desires to participate in and fund Child Abuse Prevention services to strengthen families and support families through the provision of activities that improve physical and mental health, keep homes and neighborhoods safe, support children's academic performance and help families become economically self-sufficient; and

WHEREAS, COUNTY, desires further to enhance Child Abuse Prevention services through the establishment and expansion of Neighborhood Resource Centers; and

WHEREAS, CONTRACTOR is willing and able to provide Child Abuse Prevention-Neighborhood Resource Center services needed by COUNTY, pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of the terms, covenants and conditions to be kept and performed by each party, it is agreed as follows:

**1. SERVICES**

A. CONTRACTOR shall perform all services and fulfill all responsibilities as identified in COUNTY'S Request for Proposal (RFP) No. 18-050, dated May 14, 2018, and Addendum No. One (1) to COUNTY'S RFP No. 18-050 dated May 30, 2018, collectively hereinafter referred to as COUNTY'S Revised RFP No. 18-050 and CONTRACTOR'S response to said Revised RFP, all incorporated herein by reference and made part of this Agreement.

B. CONTRACTOR shall be held responsible for all services as set forth in Exhibit A, Summary of Services, attached hereto and by this reference incorporated herein.

C. In the event of any inconsistency among the documents described in Paragraphs 1.A and 1.B hereinabove, the inconsistency shall be resolved by giving precedence in the following order of priority: 1) to this Agreement, including all Exhibits attached hereto, 2) to COUNTY'S Revised RFP No.

1 18-050, and 3) to the CONTRACTOR's response to Revised RFP. A copy of COUNTY'S Revised RFP  
2 No. 18-050, and CONTRACTOR's response, shall be retained and made available during the term of this  
3 Agreement by COUNTY'S Department of Social Services.

4 D. CONTRACTOR shall provide services and activities to children and their families,  
5 pursuant to the staffing pattern and program expenses detailed in Exhibit B "Budget", attached hereto  
6 and by this reference incorporated herein.

7 E. If requested by COUNTY, CONTRACTOR shall participate in training, staff  
8 development and other activities that support the intent and goals of these Child Abuse Prevention  
9 services.

10 F. The parties understand that CONTRACTOR shall be subcontracting with The Fresno  
11 Center to perform some of the services and fulfill some of the responsibilities required of  
12 CONTRACTOR under this Agreement. CONTRACTOR shall insure that The Fresno Center will be  
13 subject to all applicable provisions of this Agreement and all applicable State and Federal regulations.  
14 CONTRACTOR shall be held primarily responsible by COUNTY for the performance of The Fresno  
15 Center. All payments required to be made by the COUNTY under this Agreement shall be made to  
16 CONTRACTOR. The use of The Fresno Center shall not entitle CONTRACTOR to any additional  
17 compensation that is provided for under this Agreement.

## 18 **2. TERM**

19 The term of this Agreement shall be effective upon execution through June 30, 2021. This  
20 Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon the  
21 approval of both parties no later than thirty (30) days prior to the first day of the next twelve month  
22 extension period. The DSS Director, or designee, is authorized to execute such written approval on  
23 behalf of COUNTY based on CONTRACTOR's satisfactory performance.

## 24 **3. TERMINATION**

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

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

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

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

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

17           **4. COMPENSATION**

18           For actual services provided as identified in the terms and conditions of this Agreement,  
19 including Exhibit A, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive  
20 compensation in accordance with Exhibit B. Mandated travel shall be reimbursed based on actual  
21 expenditures and mileage reimbursement shall be at CONTRACTOR'S adopted rate per mile, not to exceed  
22 the IRS published rate.

23           In no event shall actual services performed under this Agreement be in excess of One Hundred  
24 Sixty-five Thousand and No/100 Dollars (\$165,000) for the period effective upon execution through June  
25 30, 2019. In no event shall actual services performed under this Agreement be in excess of Two Hundred  
26 Twenty Thousand and No/100 Dollars (\$220,000) for each twelve (12) month period of this Agreement  
27 (July 1, 2019 through June 30, 2023). The cumulative total of this Agreement shall not be in excess of One  
28 Million Forty-Five Thousand Forty and No/100 Dollars (\$1,045,000).

1           Payments by COUNTY shall be in arrears, for services provided during the preceding month,  
2 within forty-five (45) days after receipt, verification and approval of CONTRACTOR'S invoices by  
3 COUNTY. If CONTRACTOR should fail to comply with any provision of the Agreement, COUNTY shall  
4 be relieved of its obligation for further compensation.

5           It is understood that all expenses incidental to CONTRACTOR'S performance of services  
6 under this Agreement shall be borne by CONTRACTOR.

7           **5. INVOICING**

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

14           At the discretion of COUNTY'S DSS Director or designee, if an invoice is incorrect or is  
15 otherwise not in proper form or detail, COUNTY'S DSS Director or designee shall have the right to  
16 withhold payment as to only that portion of the invoice that is incorrect or improper after five (5) days  
17 prior written notice or email correspondence to CONTRACTOR. CONTRACTOR agrees to continue to  
18 provide services for a period of ninety (90) days after written or email notification of an incorrect or  
19 improper invoice. If after the ninety (90) day period the invoice(s) is still not corrected to COUNTY'S  
20 DSS satisfaction, COUNTY or COUNTY'S DSS Director or designee may elect to terminate this  
21 Agreement, pursuant to the termination provisions stated in Paragraph Three (3) of this Agreement. All  
22 final claims shall be submitted by CONTRACTOR within sixty (60) days following the month of actual  
23 service for which payment is claimed. No payment for services shall be made by COUNTY'S DSS on  
24 claims submitted beyond sixty (60) days following the month of actual service for which payment is  
25 invoiced.

26           **6. MODIFICATION**

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

1           **7. INDEPENDENT CONTRACTOR**

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

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

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

21           **8. HOLD HARMLESS**

22           CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend  
23 the COUNTY, its officers, agents, and employees from any and all costs and expenses (including attorney's  
24 fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection  
25 with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under  
26 this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages,  
27 liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured  
28 or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or

employees under this Agreement.

## **9. INSURANCE**

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

### **A. Commercial General Liability**

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

### **B. Automobile Liability**

ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage. Coverage should include owned, non-owned and hired vehicles used in connection with this Agreement.

### **C. Professional Liability**

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

### **D. Worker's Compensation**

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

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additionally insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR'S policies herein. This insurance shall not be cancelled or

1 changed without a minimum of thirty (30) days advance written notice given to COUNTY.

2           Within thirty (30) days from the date CONTRACTOR sign and execute this Agreement,  
3 CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all of the  
4 foregoing policies, as required herein, to the County of Fresno, P.O. Box 1912, Fresno, CA 93718-1219,  
5 Attention: Contract Analyst, stating that such insurance coverage has been obtained and is in full force; that  
6 the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the  
7 policies; that for such worker's compensation insurance the CONTRACTOR has waived its right to recover  
8 from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and  
9 that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance  
10 names the County of Fresno, its officers, agents and employees, individually and collectively, as additionally  
11 insured, but only insofar as the operations under this Agreement are concerned; that such coverage for  
12 additionally insured shall apply as primary insurance and any other insurance, or self-insurance, maintained  
13 by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance  
14 provided under CONTRACTOR policies herein; and that this insurance shall not be cancelled or changed  
15 without a minimum of thirty (30) days advance written notice given to COUNTY.

16           In the event CONTRACTOR fail 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 an event.

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

## 22           **10. SUBCONTRACTS**

23           Except as provided under Section 1.F. of this Agreement, CONTRACTOR shall obtain written  
24 approval from COUNTY or COUNTY'S DSS Director, or designee before subcontracting any of the  
25 services delivered under this Agreement. Any transferee, assignee or subcontractor will be subject to all  
26 applicable provisions of this Agreement, and all applicable State and Federal regulations. CONTRACTOR  
27 shall be held primarily responsible by COUNTY for the performance of any transferee, assignee or  
28 subcontractor unless otherwise expressly agreed to in writing by COUNTY. The use of subcontractor by

1 CONTRACTOR shall not entitle CONTRACTOR to any additional compensation than is provided for  
2 under this Agreement.

3 **11. CONFLICT OF INTEREST**

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

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

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

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

23 **13. NON-DISCRIMINATION**

24 During the performance of this Agreement CONTRACTOR shall not unlawfully  
25 discriminate against any employee or applicant for employment, or recipient of services, because of  
26 ethnic group identification, gender, gender identity, gender expression, sexual orientation, color, physical  
27 disability, mental disability, medical condition, national origin, race, ancestry, marital status, religion, or  
28 religious creed, pursuant to all applicable State of California and Federal statutes and 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 of  
4 the population of Fresno County. CONTRACTOR shall use its best efforts to serve all cultural and ethnic  
5 groups residing in Fresno County. CONTRACTOR'S employment efforts will be monitored by COUNTY  
6 at periodic intervals.

7           **15. LIMITED ENGLISH PROFICIENCY**

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

19           **16. CONFIDENTIALITY**

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

23           **17. DATA SECURITY**

24           For the purpose of preventing the potential loss, misappropriation or inadvertent disclosure of  
25 COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or  
26 disruption to COUNTY operations, individuals and/or agencies that enter into a contractual relationship with  
27 COUNTY for the purpose of providing services under this Agreement must employ adequate data security  
28 measures to protect the confidential information provided to CONTRACTOR by COUNTY,

1 including but not limited to the following:

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

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

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

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

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

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

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

28           H.     The requirements in this Data Security provision shall apply to CONTRACTOR'S

1 subcontractor, if any.

2 **18. DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

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

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

4                   5)       The prospective recipient further agrees that by entering into this Agreement,  
5 it will include a clause identical to Paragraph Nineteen (19) of this Agreement and titled "Certification  
6 Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered  
7 Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered transaction.

8                   6)       The certification in Paragraph Nineteen (19) of this Agreement is a material  
9 representation of fact upon which COUNTY relied in entering into this Agreement.

10           **20. STATE ENERGY CONSERVATION**

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

14           **21. FRATERNIZATION**

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

18           **22. INTERPRETATION OF LAWS AND REGULATIONS**

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

21           **23. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

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

25           **24. RECORDS**

26           A.     Record Establishment and Maintenance

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

1 CONTRACTOR shall retain all fiscal books, account records and client files for services performed under  
2 this Agreement for at least three (3) years from date of final payment under this Agreement or until all State  
3 and Federal audits are completed for that fiscal year, whichever is later.

4 B. Cost Documentation

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

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

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

21 C. Service Documentation

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

26 D. Use of Data

27 CONTRACTOR shall grant to COUNTY and the United States Department Health  
28 and Human Services the royalty-free, nonexclusive and irrevocable license throughout the world to publish,

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

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

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

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

## 25 **25. SINGLE AUDIT CLAUSE**

26 As a subrecipient of Federal financial assistance, CONTRACTOR agrees to provide copies of  
27 their audit reports, performed in accordance with the requirements of the Single Audit Act of 1984 (31 USC  
28 section 7502) and subject to the terms of Office of Management and Budget (OMB) Circulars (A-110, A-

1 122 and A-133), to the County of Fresno. Such audits shall be delivered to COUNTY'S DSS, for review  
2 not later than nine (9) months after the close of the subrecipients' fiscal year in which the funds supplied  
3 through this Agreement are expended and/or received for this program. The audits must include a statement  
4 of findings or a statement that there were no findings. If there were negative findings, CONTRACTOR  
5 must include a corrective action plan signed by an authorized individual. Failure to comply with this Act  
6 may result in COUNTY performing the necessary audit tasks, or, at COUNTY'S option, contracting with a  
7 qualified accountant to perform this audit. All audit costs related to this Agreement are the sole  
8 responsibility of CONTRACTOR who agrees to take corrective actions to eliminate any material  
9 noncompliance or weakness found as a result of such audits. Audit work performed by COUNTY under this  
10 paragraph shall be billed at COUNTY cost as determined by COUNTY'S Auditor-Controller/Treasurer-Tax  
11 Collector.

12 **26. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

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

1           **27. CHILD ABUSE REPORTING**

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

10           **28. CHARITABLE CHOICE**

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

23           **29. PERSONNEL DISCLOSURE**

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

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



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

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

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

5 **30. PROHIBITION ON PUBLICITY**

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

13 **31. PROPERTY OF COUNTY**

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

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

COUNTY owned fixed assets upon the expiration or termination of this Agreement.

**32. AUDITS AND INSPECTIONS**

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

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

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

**33. NOTICES**

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

COUNTY

Director  
Department of Social Services  
P.O. Box 1912  
Fresno, CA 93718

CONTRACTOR

Chief Executive Officer  
Exceptional Parents Unlimited, Inc.  
4440 North First Street  
Fresno, CA 93726

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

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

15 **34. CHANGE OF LEADERSHIP/MANAGEMENT**

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

22 **35. GOVERNING LAW**

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

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

27 **36. ENTIRE AGREEMENT**

28 This Agreement, including all Exhibits, constitutes the entire agreement between the

CONTRACTOR and the COUNTY with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications, and 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 and  
2 year first hereinabove written.

3 **CONTRACTOR:**  
4 **EXCEPTIONAL PARENTS UNLIMITED, INC.**

**COUNTY OF FRESNO**

5 By Th Cooper

6 By Sal Quintero  
7 Sal Quintero, Chairperson of the Board of  
8 Supervisors of the County of Fresno

9 Print Name: Trisha Cooper

10 Title: BOARD PRESIDENT  
11 Chairman of the Board, or  
12 President, or any Vice President

13 ATTEST:  
14 BERNICE E. SEIDEL, Clerk of the Board of  
15 Supervisors of the County of Fresno, State of  
16 California

17 By Suzanne Ellis

18 Print Name: SUZANNE ELLIS

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

24 By Rosa Coughlin DeFady

25 Date: 10/1/18

26 Mailing Address:  
27 4440 North First Street,  
28 Fresno, CA 93726  
Attn: Lowell Ens, Chief Executive Officer

Fund/Subclass: 0001/10000  
Organization: 56107001  
Organization: 56107664  
Account: 7870/0

## SUMMARY OF SERVICES

|                            |  |
|----------------------------|--|
| <b>ORGANIZATION:</b>       | Exceptional Parents Unlimited  |
| <b>PROJECT TITLE:</b>      | NRC Fresno – 93727   |
| <b>ADDRESS:</b>            | 4440 North Fresno Street, Fresno, CA 93726                                       |
| <b>SERVICE LOCATION:</b>   | 4879 E Kings Canyon Rd, Fresno, CA 93727   |
| <b>TELEPHONE:</b>          | (559) 229-2000   |
| <b>EXECUTIVE DIRECTOR:</b> | Lowell Ens, Chief Executive Officer  |
| <b>CONTRACT PERIOD:</b>    | Upon execution – June 30, 2021,<br>with possible two (2) one (1) year extensions |

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## PROJECT DESCRIPTION

Exceptional Parents Unlimited, Inc. (Contractor) in collaboration with The Fresno Center (Subcontractor) will provide child abuse prevention and intervention services through a Neighborhood Resource Center (NRC) located in zip code 93727 in Fresno and the surrounding community as set forth in Contractor's Response to County's RFP No. 18-050, including Addendum No. One. NRCs are characterized by a commitment to work in partnership with local residents, including the beneficiaries of services, and to strengthen families and build strong, healthy communities. NRCs are located in the community or neighborhood that they serve and must be of sufficient size to provide services to multiple families and accommodate multiple staff work areas. NRC services include ensuring access to health insurance and services, case management, parent education, advocating for affordable housing, promoting family economic success, and increasing availability of healthy foods. Services offered will develop skills and knowledge so that families can prevent and address future challenges. NRCs will provide assistance to people to gain access to resources through referrals and linkages, and to have a say in their children's education.

NRCs may offer a variety of core NRC services depending on the needs of the community they serve. EPU through their collaboration with The Fresno Center at a minimum will provide these NRC services:

- Parent Leadership Skills training
- Case Management
- Peer to Peer Supports
- Basic Life Skills
- Drop-in Availability
- Participation in DSS TDMs as needed
- Resource, information and referrals
- Financial Literacy
- Community Food Bank

TFC will provide the listed services in addition to services funded by other programs. All services will be provided in the 93727 zip code.

### **GOALS AND OUTCOMES**

Identified outcomes are considered preliminary and may be modified as required to be in compliance with State mandates, by mutual written consent, of the Department of Social Services (DSS) Director, or designee, and of Contractor during the contract term. Contractor will report outcomes in a method determined by DSS.

| <b>Outcome to be Reported</b> |  | <b>Outcome Indicator</b>   |
|-------------------------------|--|--|
| Engagement                    | 1) Families will experience a welcoming environment and recognize the benefits of the service.<br><br>2) Families will take advantage of programs offered to build stronger, more resilient families.  | 1) 75% of families will report feeling welcomed and are participating in services and accessing referrals.<br><br>2) 75% of participants will indicate that they will utilize the programs offered via survey.   |
| Intermediate                  | 1) Parents will gain the ability to accept, solve, and manage problems.<br><br>2) Parents receiving NRC or referrals will realize increases in parental resilience, social connections, knowledge of parenting and child development, concrete support in times of need, and/or the social and emotional competence of their children. | 1) 75% of families participating in case management services will have made progress on two goals in their case management plan.<br><br>2) 75% of participants will demonstrate an increase in knowledge of parenting as measured by a pre/post survey.  |
| Long-Term                     | 1) Families will receive concrete support in times of need to obtain self-sufficiency.<br><br>2) Families participating in case management will improve in at least one category during a 12-month period.   | 1) 75% of families in need of concrete supports will access support(s) through the NRC or from referral source(s) to which they have been referred.<br><br>2) 65% of families completing case management services will have made progress on self-sufficiency skills goals in their case plan. |

### **CONTRACTOR RESPONSIBILITIES:**

1. Contractor will document services, as appropriate, using Efforts to Outcomes (ETO) an internet-based computer program, in addition to other tracking methods. Contractor may be asked to report outcomes and data in a manner other than ETO during the initial term.

2. Contractor and subcontractor will attend program and contract meetings coordinated by DSS.
3. Contractor will complete and submit monthly activity reports in a manner determined by DSS.
4. Contractor will obtain DSS written approval before any capital improvements and purchases of equipment or fixtures costing more than \$5,000.
5. Contractor will provide DSS a copy of the executed MOU between Contractor and any of its subcontractors as well as a copy of each subcontractor's budget. Contractor will provide DSS a copy of any MOU amendment or budget modification agreed upon by Contractor and subcontractor. The use of a subcontractor shall not entitle Contractor to any additional compensation that is provided for under this Agreement.
6. Contractor will obtain DSS written approval prior to any change in service location.
7. Contractor agrees existing services funded from other sources are considered in-kind for this agreement.

**COUNTY RESPONSIBILITIES:**

Meet with CONTRACTOR monthly, or as often as needed, to exchange pertinent information, resolve problems, and work collaboratively to coordinate services.



| BUDGET EXPENSE CATEGORY DESCRIPTIONS                       |                |                        |
|--|----------------|------------------------|
| Upon Execution through June 30, 2019                       |                |                        |
| NAME OF ORGANIZATION: Exceptional Parents Unlimited, Inc.  |                |                        |
| NAME OF PROJECT: Child Abuse Prevention Services - NRC     |                |                        |
| BUDGET SUMMARY - FY 18-19 (Upon Execution through 6/30/19) |                |                        |
| Budget Categories  | Account Number | TOTAL BUDGET           |
| <b><u>SALARIES &amp; BENEFITS</u></b>                      |                |                        |
| Personnel Salaries   | 0100           | \$47,320               |
| Payroll Taxes  | 0150           | \$4,012                |
| Benefits   | 0200           | \$6,146                |
| <b>Subtotal.....</b>                                       |                | <b>\$57,478</b>        |
| <b><u>SERVICES &amp; SUPPLIES</u></b>                      |                | <b>Budgeted Amount</b> |
| Insurance  | 0250           | \$ 1,112               |
| Communications   | 0300           | \$ 750                 |
| Office Expense   | 0350           | \$ 600                 |
| Equipment  | 0400           | \$ 2,800               |
| Facilities   | 0450           | \$ -                   |
| Travel Costs   | 0500           | \$ 365                 |
| Program Supplies   | 0550           | \$ 7,630               |
| Consultancy/Subcontracts                                   | 0600           | \$ 74,425              |
| Fiscal & Audits  | 0650           | \$ 525                 |
| Training   | 0660           | \$ 500                 |
| Indirect Costs   | 0700           | \$ 18,815              |
| <b>Subtotal.....</b>                                       |                | <b>\$ 107,522</b>      |
| <b>TOTAL (Salaries/Benefits &amp; Services/Supplies)</b>   |                | <b>\$165,000</b>       |

| BUDGET EXPENSE CATEGORY DESCRIPTIONS                      |                               |               |
|---|-------------------------------|---------------|
| Upon Execution through June 30, 2019                      |                               |               |
| NAME OF ORGANIZATION: Exceptional Parents Unlimited, Inc. |                               |               |
| NAME OF PROJECT: Child Abuse Prevention Services - NRC    |                               |               |
| Account Number  | Expense Category Descriptions | Account Total |
| 0100  | Salaries                      | \$47,320      |
| 0150  | Payroll Taxes                 | \$4,012       |
| 0151  | FICA                          | \$3,620       |
| 0152  | SUI                           | \$392         |
| 0154  | Payroll Other                 | \$0           |
| 0200  | Benefits                      | \$6,146       |
| 0250  | Insurance                     | \$1,112       |
| 0300  | Communications                | \$750         |
| 0350  | Office Expense                | \$600         |
| 0400  | Equipment                     | \$2,800       |
| 0450  | Facilities                    | \$0           |
| 0500  | Travel Costs                  | \$365         |
| 0550  | Program Supplies              | \$7,630       |
| 0600  | Consultancy/Subcontracts      | \$74,425      |
| 0650  | Fiscal & Audits               | \$525         |
| 0660  | Training                      | \$500         |
| 0700  | Indirect Costs                | \$18,815      |
| Budget Total  |                               | \$165,000     |

| BUDGET EXPENSE CATEGORY DESCRIPTIONS                      |                |                        |
|---|----------------|------------------------|
| July 1, 2019 - June 30, 2020                              |                |                        |
| NAME OF ORGANIZATION: Exceptional Parents Unlimited, Inc. |                |                        |
| NAME OF PROJECT: Child Abuse Prevention Services - NRC    |                |                        |
| BUDGET SUMMARY - FY 19-20 (7/1/19 - 6/30/20)              |                |                        |
| Budget Categories   | Account Number | TOTAL BUDGET           |
| <b><u>SALARIES &amp; BENEFITS</u></b>                     |                |                        |
| Personnel Salaries  | 0100           | \$76,055               |
| Payroll Taxes   | 0150           | \$6,210                |
| Benefits  | 0200           | \$12,080               |
| <b>Subtotal.....</b>                                      |                | <b>\$94,345</b>        |
| <b><u>SERVICES &amp; SUPPLIES</u></b>                     |                | <b>Budgeted Amount</b> |
| Insurance   | 0250           | \$ 1,815               |
| Communications  | 0300           | \$ 600                 |
| Office Expense  | 0350           | \$ 800                 |
| Equipment   | 0400           | \$ -                   |
| Facilities  | 0450           | \$ -                   |
| Travel Costs  | 0500           | \$ 2,460               |
| Program Supplies  | 0550           | \$ 7,500               |
| Consultancy/Subcontracts                                  | 0600           | \$ 85,900              |
| Fiscal & Audits   | 0650           | \$ 700                 |
| Training  | 0660           | \$ 800                 |
| Indirect Costs  | 0700           | \$ 25,080              |
| <b>Subtotal.....</b>                                      |                | <b>\$ 125,655</b>      |
| <b>TOTAL (Salaries/Benefits &amp; Services/Supplies)</b>  |                | <b>\$220,000</b>       |

| BUDGET EXPENSE CATEGORY DESCRIPTIONS                      |  |               |
|---|--|---------------|
| July 1, 2019 to June 30, 2020                             |  |               |
| NAME OF ORGANIZATION: Exceptional Parents Unlimited, Inc. |  |               |
| NAME OF PROJECT: Child Abuse Prevention Services - NRC    |  |               |
| Account Number  | Expense Category Descriptions                          | Account Total |
| 0100  | Salaries   | \$76,055      |
| 0150  | Payroll Taxes  | \$6,210       |
| 0151  | FICA   | \$5,818       |
| 0152  | SUI  | \$392         |
| 0154  | Payroll Other  | \$0           |
| 0200  | Benefits   | \$12,080      |
|   | Health, Dental, Vision, Life, Disability, & Retirement |               |
| 0250  | Insurance  | \$1,815       |
| 0300  | Communications   | \$600         |
| 0350  | Office Expense   | \$800         |
| 0400  | Equipment  | \$0           |
| 0450  | Facilities   | \$0           |
| 0500  | Travel Costs   | \$2,460       |
| 0550  | Program Supplies                                       | \$7,500       |
| 0600  | Consultancy/Subcontracts                               | \$85,900      |
| 0650  | Fiscal & Audits  | \$700         |
|   | Portion of annual agency audit budgeted at \$700       |               |
| 0660  | Training   | \$800         |
|   | \$400 per staff x 2 staff.                             |               |
| 0700  | Indirect Costs   | \$25,080      |
| Budget Total  |  | \$220,000     |

| BUDGET EXPENSE CATEGORY DESCRIPTIONS                      |                |                        |
|---|----------------|------------------------|
| July 1, 2020 - June 30, 2021                              |                |                        |
| NAME OF ORGANIZATION: Exceptional Parents Unlimited, Inc. |                |                        |
| NAME OF PROJECT: Child Abuse Prevention Services - NRC    |                |                        |
| BUDGET SUMMARY - FY 20-21 (7/1/20 - 6/30/21)              |                |                        |
| Budget Categories   | Account Number | TOTAL BUDGET           |
| <b><u>SALARIES &amp; BENEFITS</u></b>                     |                |                        |
| Personnel Salaries  | 0100           | \$77,577               |
| Payroll Taxes   | 0150           | \$6,327                |
| Benefits  | 0200           | \$12,471               |
| <b>Subtotal.....</b>                                      |                | <b>\$96,375</b>        |
| <b><u>SERVICES &amp; SUPPLIES</u></b>                     |                | <b>Budgeted Amount</b> |
| Insurance   | 0250           | \$ 1,836               |
| Communications  | 0300           | \$ 600                 |
| Office Expense  | 0350           | \$ 600                 |
| Equipment   | 0400           | \$ -                   |
| Facilities  | 0450           | \$ -                   |
| Travel Costs  | 0500           | \$ 2,460               |
| Program Supplies  | 0550           | \$ 5,700               |
| Consultancy/Subcontracts                                  | 0600           | \$ 85,900              |
| Fiscal & Audits   | 0650           | \$ 700                 |
| Training  | 0660           | \$ 750                 |
| Indirect Costs  | 0700           | \$ 25,079              |
| <b>Subtotal.....</b>                                      |                | <b>\$ 123,625</b>      |
| <b>TOTAL (Salaries/Benefits &amp; Services/Supplies)</b>  |                | <b>\$220,000</b>       |

| BUDGET EXPENSE CATEGORY DESCRIPTIONS                      |  |               |
|---|--|---------------|
| July 1, 2020 to June 30, 2021                             |  |               |
| NAME OF ORGANIZATION: Exceptional Parents Unlimited, Inc. |  |               |
| NAME OF PROJECT: Child Abuse Prevention Services - NRC    |  |               |
| Account Number  | Expense Category Descriptions                          | Account Total |
| 0100  | Salaries   | \$77,577      |
| 0150  | Payroll Taxes  | \$6,327       |
| 0151  | FICA   | \$5,935       |
| 0152  | SUI  | \$392         |
| 0154  | Payroll Other  | \$12,471      |
| 0200  | Benefits   | \$12,471      |
|   | Health, Dental, Vision, Life, Disability, & Retirement |               |
| 0250  | Insurance  | \$1,836       |
| 0300  | Communications   | \$600         |
| 0350  | Office Expense   | \$600         |
| 0400  | Equipment  | \$0           |
| 0450  | Facilities   | \$0           |
| 0500  | Travel Costs   | \$2,460       |
| 0550  | Program Supplies                                       | \$5,700       |
| 0600  | Consultancy/Subcontracts                               | \$85,900      |
| 0650  | Fiscal & Audits  | \$700         |
|   | Portion of annual agency audit budgeted at \$700       |               |
| 0660  | Training   | \$750         |
|   | \$375 per staff x 2 staff.                             |               |
| 0700  | Indirect Costs   | \$25,079      |
| Budget Total  |  | \$220,000     |

| BUDGET EXPENSE CATEGORY DESCRIPTIONS                      |                |                        |
|---|----------------|------------------------|
| July 1, 2021 - June 30, 2022                              |                |                        |
| NAME OF ORGANIZATION: Exceptional Parents Unlimited, Inc. |                |                        |
| NAME OF PROJECT: Child Abuse Prevention Services - NRC    |                |                        |
| BUDGET SUMMARY - FY 21-22 (7/1/21 - 6/30/22)              |                |                        |
| Budget Categories   | Account Number | TOTAL BUDGET           |
| <b><u>SALARIES &amp; BENEFITS</u></b>                     |                |                        |
| Personnel Salaries  | 0100           | \$77,577               |
| Payroll Taxes   | 0150           | \$6,327                |
| Benefits  | 0200           | \$12,471               |
| <b>Subtotal.....</b>                                      |                | <b>\$96,375</b>        |
| <b><u>SERVICES &amp; SUPPLIES</u></b>                     |                | <b>Budgeted Amount</b> |
| Insurance   | 0250           | \$ 1,836               |
| Communications  | 0300           | \$ 600                 |
| Office Expense  | 0350           | \$ 600                 |
| Equipment   | 0400           | \$ -                   |
| Facilities  | 0450           | \$ -                   |
| Travel Costs  | 0500           | \$ 2,460               |
| Program Supplies  | 0550           | \$ 5,700               |
| Consultancy/Subcontracts                                  | 0600           | \$ 85,900              |
| Fiscal & Audits   | 0650           | \$ 700                 |
| Training  | 0660           | \$ 750                 |
| Indirect Costs  | 0700           | \$ 25,079              |
| <b>Subtotal.....</b>                                      |                | <b>\$ 123,625</b>      |
| <b>TOTAL (Salaries/Benefits &amp; Services/Supplies)</b>  |                | <b>\$220,000</b>       |

| BUDGET EXPENSE CATEGORY DESCRIPTIONS                      |  |               |
|---|--|---------------|
| July 1, 2021 to June 30, 2022                             |  |               |
| NAME OF ORGANIZATION: Exceptional Parents Unlimited, Inc. |  |               |
| NAME OF PROJECT: Child Abuse Prevention Services - NRC    |  |               |
| Account Number  | Expense Category Descriptions                          | Account Total |
| 0100  | Salaries   | \$77,577      |
| 0150  | Payroll Taxes  | \$6,327       |
| 0151  | FICA   | \$5,935       |
| 0152  | SUI  | \$392         |
| 0154  | Payroll Other  | \$12,471      |
| 0200  | Benefits   | \$12,471      |
|   | Health, Dental, Vision, Life, Disability, & Retirement |               |
| 0250  | Insurance  | \$1,836       |
| 0300  | Communications   | \$600         |
| 0350  | Office Expense   | \$600         |
| 0400  | Equipment  | \$0           |
| 0450  | Facilities   | \$0           |
| 0500  | Travel Costs   | \$2,460       |
| 0550  | Program Supplies                                       | \$5,700       |
| 0600  | Consultancy/Subcontracts                               | \$85,900      |
| 0650  | Fiscal & Audits  | \$700         |
| 0660  | Training   | \$750         |
| 0700  | Indirect Costs   | \$25,079      |
| Budget Total  |  | \$222,000     |



| BUDGET EXPENSE CATEGORY DESCRIPTIONS                      |                |                        |
|---|----------------|------------------------|
| July 1, 2022 - June 30, 2023                              |                |                        |
| NAME OF ORGANIZATION: Exceptional Parents Unlimited, Inc. |                |                        |
| NAME OF PROJECT: Child Abuse Prevention Services - NRC    |                |                        |
| BUDGET SUMMARY - FY 22-23 (7/1/22 - 6/30/23)              |                |                        |
| Budget Categories   | Account Number | TOTAL BUDGET           |
| <b><u>SALARIES &amp; BENEFITS</u></b>                     |                |                        |
| Personnel Salaries  | 0100           | \$77,577               |
| Payroll Taxes   | 0150           | \$6,327                |
| Benefits  | 0200           | \$12,471               |
| <b>Subtotal.....</b>                                      |                | <b>\$96,375</b>        |
| <b><u>SERVICES &amp; SUPPLIES</u></b>                     |                | <b>Budgeted Amount</b> |
| Insurance   | 0250           | \$ 1,836               |
| Communications  | 0300           | \$ 600                 |
| Office Expense  | 0350           | \$ 600                 |
| Equipment   | 0400           | \$ -                   |
| Facilities  | 0450           | \$ -                   |
| Travel Costs  | 0500           | \$ 2,460               |
| Program Supplies  | 0550           | \$ 5,700               |
| Consultancy/Subcontracts                                  | 0600           | \$ 85,900              |
| Fiscal & Audits   | 0650           | \$ 700                 |
| Training  | 0660           | \$ 750                 |
| Indirect Costs  | 0700           | \$ 25,079              |
| <b>Subtotal.....</b>                                      |                | <b>\$ 123,625</b>      |
| <b>TOTAL (Salaries/Benefits &amp; Services/Supplies)</b>  |                | <b>\$220,000</b>       |

| BUDGET EXPENSE CATEGORY DESCRIPTIONS                      |  |               |
|---|--|---------------|
| July 1, 2022 to June 30, 2023                             |  |               |
| NAME OF ORGANIZATION: Exceptional Parents Unlimited, Inc. |  |               |
| NAME OF PROJECT: Child Abuse Prevention Services - NRC    |  |               |
| Account Number  | Expense Category Descriptions                          | Account Total |
| 0100  | Salaries   | \$77,577      |
| 0150  | Payroll Taxes  | \$6,327       |
| 0151  | FICA   | \$5,935       |
| 0152  | SUI  | \$392         |
| 0154  | Payroll Other  | \$0           |
| 0200  | Benefits   | \$12,471      |
|   | Health, Dental, Vision, Life, Disability, & Retirement |               |
| 0250  | Insurance  | \$1,836       |
| 0300  | Communications   | \$600         |
| 0350  | Office Expense   | \$600         |
| 0400  | Equipment  | \$0           |
| 0450  | Facilities   | \$0           |
|   | Cost included in Subcontractor budget                  |               |
| 0500  | Travel Costs   | \$2,460       |
| 0550  | Program Supplies                                       | \$5,700       |
| 0600  | Consultancy/Subcontracts                               | \$85,900      |
| 0650  | Fiscal & Audits  | \$700         |
| 0660  | Training   | \$750         |
| 0700  | Indirect Costs   | \$25,079      |
| Budget Total  |  | \$220,000     |

## 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).

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

**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 Exceptional Parents Unlimited, Inc., 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