

A G R E E M E N T

THIS AGREEMENT is made and entered into this 12th day of February, 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **WESTSIDE FAMILY PRESERVATION SERVICES NETWORK**, a private non-profit corporation, whose address is 16856 4th Street, Huron, CA 93234, hereinafter referred to as "SUBRECIPIENT".

W I T N E S S E T H:

WHEREAS, COUNTY, pursuant to Division 9, Part 3, Chapter 12, Article 3.4, of the California Welfare and Institutions Code (WIC) and the rules and regulations of the California Department of Social Services, desires to participate in the CalWORKs Home Visiting Initiative, a voluntary program for the purpose of supporting positive health, development, and well-being outcomes for pregnant and parenting women, families, and infants born into poverty, expanding their future educational, economic, and financial capability opportunities, and improving the likelihood that they will exit poverty; and

WHEREAS, SUBRECIPIENT is willing and able to provide home visitation services needed by COUNTY, pursuant to the terms of this Agreement;

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

1. OBLIGATIONS

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

2. TERM

The term of this Agreement shall commence on February 12, 2019 through and including June 30, 2020.

3. TERMINATION

A. Non-Allocation of Funds - The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement

1 terminated, at any time by giving the SUBRECIPIENT thirty (30) days advance written notice.

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

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

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

15 C. Without Cause - Under circumstances other than those set forth above, this
16 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an
17 intention to terminate to SUBRECIPIENT.

18 4. COMPENSATION

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

23 In no event shall actual services performed under this Agreement be in excess of Four
24 Hundred Seventy Thousand and No/100 Dollars (\$470,000).

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

28 It is understood that all expenses incidental to SUBRECIPIENT'S performance of services

under this Agreement shall be borne by SUBRECIPIENT.

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

5. INVOICING

SUBRECIPIENT shall invoice COUNTY's DSS in arrears by the tenth (10th) of each month for expenditures incurred to provide services rendered in the previous month to:

DSSInvoices@fresnocountyca.gov. Payments by COUNTY's DSS shall be in arrears, for actual services provided during the preceding month, within forty-five (45) days after receipt, verification and approval of SUBRECIPIENT's invoices by COUNTY's DSS. A monthly activity report shall accompany the invoice, reflecting services supported by the invoiced expenditures and be in a form and in such detail as acceptable to the COUNTY's DSS.

At the discretion of COUNTY's DSS Director or designee, if an invoice is incorrect or is otherwise not in proper form or detail, COUNTY's DSS Director or designee shall have the right to withhold payment as to only that portion of the invoice that is incorrect or improper after five (5) days prior written notice or email correspondence to SUBRECIPIENT. SUBRECIPIENT 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) period the invoice(s) is still not corrected to COUNTY's DSS satisfaction, COUNTY or COUNTY's DSS Director or designee may elect to terminate this Agreement, pursuant to the termination provisions stated in Paragraph Three (3) of this Agreement. All final claims shall be submitted by SUBRECIPIENT 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 SUBRECIPIENT under this

1 Agreement, it is mutually understood and agreed that SUBRECIPIENT, including any and all of the
2 SUBRECIPIENT'S officers, agents, and employees will at all times be acting and performing as an
3 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
4 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right
5 to control or supervise or direct the manner or method by which SUBRECIPIENT shall perform its work and
6 function. However, COUNTY shall retain the right to administer this Agreement so as to verify that
7 SUBRECIPIENT is performing its obligations in accordance with the terms and conditions thereof.

8 SUBRECIPIENT and COUNTY shall comply with all applicable provisions of law and the
9 rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject
10 thereof.

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

19 7. MODIFICATION:

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

22 B. Notwithstanding the above, changes to line items in the budget, attached hereto as
23 Exhibit B, in an amount not to exceed ten percent (10%) of the total maximum compensation as
24 identified in Section Four (4) of this Agreement, may be made with the written approval of COUNTY's
25 DSS Director or designee and SUBRECIPIENT. Budget line item changes shall not result in any change
26 to the maximum compensation amount payable to SUBRECIPIENT, as stated herein.

27 C. SUBRECIPIENT hereby agrees that changes to the compensation under this
28 Agreement may be necessitated by a reduction in funding from State and/or Federal sources.

COUNTY's DSS Director or designee may modify the maximum compensation depending on State and Federal funding availability, as stated in Section Four (4) in this Agreement. SUBRECIPIENT further understands that this Agreement is subject to any restrictions, limitations or enactments of all legislative bodies which affect the provisions, term, or funding of this Agreement in any manner.

8. NON-ASSIGNMENT:

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

9. HOLD HARMLESS:

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

10. INSURANCE

Without limiting the COUNTY's right to obtain indemnification from SUBRECIPIENT or any third parties, SUBRECIPIENT, 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 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

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1 B. Automobile Liability

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

5 C. Professional Liability

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

9 D. Worker's Compensation

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

12 Additional Requirements Relating to Insurance

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

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

25 Within Thirty (30) days from the date SUBRECIPIENT signs and executes this Agreement,
26 SUBRECIPIENT shall provide certificates of insurance and endorsement as stated above for all of the
27 foregoing policies, as required herein, to the County of Fresno, P.O. Box 1912, Fresno, CA 93718-1219,
28 Attention: Contract Analyst, stating that such insurance coverage has been obtained and is in full force; that

the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that for such worker's compensation insurance the SUBRECIPIENT has waived its right to recover from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under SUBRECIPIENT's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

11. SUBCONTRACTS

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

12. CONFLICT OF INTEREST:

No officer, employee or agent of the COUNTY who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. In addition, no employee of the COUNTY shall be employed

1 by the SUBRECIPIENT under this Agreement to fulfill any contractual obligations with the COUNTY. The
2 SUBRECIPIENT shall comply with all Federal, State of California and local conflict of interest laws, statutes
3 and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any
4 officer, employee or agent of the COUNTY.

5 13. NON-DISCRIMINATION:

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

11 14. LIMITED ENGLISH PROFICIENCY:

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

23 15. CLEAN AIR AND WATER

24 In the event the funding under this Agreement exceeds One Hundred Thousand and No/100
25 Dollars (\$100,000), SUBRECIPIENT shall comply with all applicable standards, orders or requirements
26 issued under the Clear Air Act contained in 42 U.S. Code 7601 et seq; the Clean Water Act contained in 33
27 U.S. Code 1368 et seq.; and any standards, laws and regulations, promulgated thereunder. Under these
28 laws and regulations, SUBRECIPIENT shall assure:

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

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

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

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

11 16. DRUG-FREE WORKPLACE REQUIREMENTS

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

19 17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INTELIGIBILITY AND
20 VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

21 A. COUNTY and SUBRECIPIENT recognize that Federal assistance funds will be used
22 under the terms of this Agreement. For purposes of this paragraph, SUBRECIPIENT will be referred to as
23 the “prospective recipient.”

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

26 1. The prospective recipient of Federal assistance funds certified by entering into
27 this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for
28 debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any

1 Federal department or agency.

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

6 3. Where the prospective recipient of Federal assistance funds is unable to
7 certify to any of the statements in this certification, such prospective participant shall attach an
8 explanation to this Agreement.

9 4. The prospective recipient shall provide immediate written notice to COUNTY if
10 at any time prospective recipient learns that its certification in Paragraph Seventeen (17) of this
11 Agreement was erroneous when submitted or has become erroneous by reason of changed
12 circumstances.

13 5. The prospective recipient further agrees that by entering into this Agreement,
14 it will include a clause identical to Paragraph Seventeen (17) of this Agreement and titled "Certification
15 Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered
16 Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered
17 transaction.

18 6. The certification in Paragraph Seventeen (17) of this Agreement is a material
19 representation of fact upon which COUNTY relied in entering into this Agreement.

20 18. CONFIDENTIALITY:

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

24 19. DATA SECURITY

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

measures to protect the confidential information provided to SUBRECIPIENT by COUNTY, including but not limited to the following:

A. SUBRECIPIENT may not store COUNTY's private, confidential or sensitive data on any hard-disk drive.

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

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

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

E. In the event of a breach of security related to COUNTY's confidential client information provided to SUBRECIPIENT, COUNTY will manage the response to the incident, however, SUBRECIPIENT will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. SUBRECIPIENT will be responsible for all costs incurred as a result of providing the required notification. When no longer needed, all Medi-Cal Personally Identifiable Information, as defined in the Medi-Cal Data Privacy and Security Agreement between the California DHCS and the County of Fresno, Agreement No. A-14-075, whether stored in print or electronic format, must be destroyed and disposed of through confidential means, as described in Agreement No. A-14-075. Agreement no. A-14-075 is available upon request or can be viewed at:

<http://www.co.fresno.ca.us/MediCalPrivacy/>.

F. The requirements in this Data Security provision shall apply to SUBRECIPIENT's subcontractor, if any.

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1 20. SINGLE AUDIT CLAUSE:

2 A. If SUBRECIPIENT expends Seven Hundred Fifty Thousand Dollars (\$750,000)
3 or more in Federal and Federal flow-through monies, SUBRECIPIENT agrees to conduct an annual
4 audit in accordance with the requirements of the Single Audit Standards as set forth in Office of
5 Management and Budget (OMB) Title 2 of the Code of Federal Regulations Part 200. SUBRECIPIENT
6 shall submit said audit and management letter to COUNTY. The audit must include a statement of
7 findings or a statement that there were no findings. If there were negative findings, SUBRECIPIENT
8 must include a corrective action plan signed by an authorized individual. SUBRECIPIENT agrees to take
9 action to correct any material non-compliance or weakness found as a result of such audit. Such audit
10 shall be delivered to COUNTY's DSS, Administration, for review within nine (9) months of the end of any
11 fiscal year in which funds were expended and/or received for the program. Failure to perform the
12 requisite audit functions as required by this Agreement may result in COUNTY performing the necessary
13 audit tasks, or at COUNTY's option, contracting with a public accountant to perform said audit, or, may
14 result in the inability of COUNTY to enter into future agreements with SUBRECIPIENT. All audit costs
15 related to this Agreement are the sole responsibility of SUBRECIPIENT.

16 B. A single audit report is not applicable if all SUBRECIPIENT's Federal contracts
17 do not exceed the Seven Hundred Fifty Thousand Dollars (\$750,000) requirement or SUBRECIPIENT's
18 funding is through Drug related Medi-Cal. If a single audit is not applicable, a program audit must be
19 performed and a program audit report with management letter shall be submitted by SUBRECIPIENT to
20 COUNTY as a minimum requirement to attest to SUBRECIPIENT's solvency. Said audit report shall be
21 delivered to COUNTY's DSS, Accounting Office, for review no later than nine (9) months after the close
22 of the fiscal year in which the funds supplied through this Agreement are expended. Failure to comply
23 with this Act may result in COUNTY performing the necessary audit tasks or contracting with a qualified
24 accountant to perform said audit. All audit costs related to this Agreement are the sole responsibility of
25 SUBRECIPIENT who agrees to take corrective action to eliminate any material noncompliance or
26 weakness found as a result of such audit. Audit work performed by COUNTY under this paragraph shall
27 be billed to the SUBRECIPIENT at COUNTY cost, as determined by COUNTY's Auditor-
28 Controller/Treasurer-Tax Collector.

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

6 21. PROPERTY OF COUNTY

7 SUBRECIPIENT agrees to take reasonable and prudent steps to ensure the security of
8 any and all said hardware and software provided to it by COUNTY under this Agreement, to maintain
9 replacement-value insurance coverages on said hardware and software of like kind and quality
10 approved by COUNTY.

11 All purchases over Five Thousand Dollars (\$5,000) made during the life of this
12 Agreement that will outlive the life of this Agreement shall be identified as fixed assets with an assigned
13 Fresno County DSS Accounting Inventory Number. These fixed assets shall be retained by COUNTY,
14 as COUNTY property, in the event this Agreement is terminated or upon expiration of this Agreement.
15 SUBRECIPIENT agrees to participate in an annual inventory of all COUNTY fixed assets and shall be
16 physically present when fixed assets are returned to COUNTY possession at the termination or
17 expiration of this Agreement. SUBRECIPIENT is responsible for returning to COUNTY all COUNTY
18 owned fixed assets upon the expiration or termination of this Agreement.

19 22. AUDITS AND INSPECTIONS:

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

25 If this Agreement exceeds ten thousand dollars (\$10,000.00), SUBRECIPIENT shall be
26 subject to the examination and audit of the Auditor General for a period of three (3) years after final
27 payment under contract (Government Code Section 8546.7).

28 In addition, SUBRECIPIENT 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 SUBRECIPIENT'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 SUBRECIPIENT's deficiency, SUBRECIPIENT shall be financially liable for the amount previously paid by COUNTY to SUBRECIPIENT and this disallowance will be adjusted from SUBRECIPIENT'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.

23. FRATERNIZATION

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

24. STATE ENERGY CONSERVATION

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

25. CHARITABLE CHOICE

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

July 1 of each year SUBRECIPIENT will be required to report to DSS the number of individuals who requested referrals to alternate providers based on religious objection.

26. PERSONNEL DISCLOSURE

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

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

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

C. The education and experience levels required for each positions; and

D. The names of persons filling the identified positions.

27. PROHIBITION ON PUBLICITY

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

28. 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 93718

SUBRECIPIENT

Executive Director
Westside Family Preservation
16856 4th Street, P.O. Box 898
Huron, CA 93234

All notices between the COUNTY and SUBRECIPIENT 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 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 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).

29. GOVERNING LAW:

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

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

30. CHANGE OF LEADERSHIP/MANAGEMENT:

In the event of any change in the status of SUBRECIPIENT's leadership or management, SUBRECIPIENT 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 SUBRECIPIENT who either a) directs individuals providing services pursuant to this Agreement, b) exercises control over the manner in which services are provided, or c) has authority over SUBRECIPIENT's finances.

31. LOBBYING ACTIVITY:

None of the funds provided under this Agreement shall be used for publicity, lobbying or propaganda purposes designed to support or defeat legislation pending in the Congress of the United

1 States of America or the Legislature of the State of California.

2 32. DISCLOSURE OF SELF-DEALING TRANSACTIONS

3 This provision is only applicable if the SUBRECIPIENT is operating as a corporation (a
4 for-profit or non-profit corporation) or if during the term of the agreement, the SUBRECIPIENT changes
5 its status to operate as a corporation.

6 Members of the SUBRECIPIENT's Board of Directors shall disclose any self-dealing
7 transactions that they are a party to while SUBRECIPIENT is providing goods or performing services
8 under this agreement. A self-dealing transaction shall mean a transaction to which the SUBRECIPIENT
9 is a party and in which one or more of its directors has a material financial interest. Members of the
10 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and
11 signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit C and incorporated
12 herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing
13 transaction or immediately thereafter.

14 33. SEVERABILITY

15 The provisions of this Agreement are severable. The invalidity or unenforceability of any
16 one provision in the Agreement shall not affect the other provisions.

17 34. ENTIRE AGREEMENT:

18 This Agreement constitutes the entire agreement between the SUBRECIPIENT and
19 COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations,
20 proposals, commitments, writings, advertisements, publications, and understanding of any nature
21 whatsoever unless expressly included in this Agreement.

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28 ///

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

3
4 SUBRECIPIENT:
5 WESTSIDE FAMILY PRESERVATION
6 SERVICES NETWORK

COUNTY OF FRESNO

7 By: Francisco J. Chavez

By: Nathan Magsig
Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

8 Print Name: Francisco J. Chavez

9 Title: President
Chairman of the Board, or
President, or any Vice President

10 ATTEST:
11 BERNICE E. SEIDEL
12 Clerk of the Board of Supervisors
County of Fresno, State of California

13 By: Yvonne V. Fray

14 Print Name: Yvonne V. Fray

By: Rosemary Cuyler
Deputy

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

18
19
20 Mailing Address:
21 16856 4th Street, P.O. Box 898
22 Huron, CA 93234
23 Phone No: (559) 945-1022
Contact: Jeannemarie Caris-McManus, Ph.D, Executive Director, CEO

24 FOR ACCOUNTING USE ONLY:

25 Fund/Subclass: 0001/10000
26 ORG No.: 56107001
27 Account No.: 7870/0
28

SUMMARY OF SERVICES

ORGANIZATION: Westside Family Preservation Services Network

ADDRESS: 16856 4th Street, P.O. Box 898
Huron, CA 93234

SERVICES: CalWORKs Home Visitation Services

TELEPHONE: (559) 945-1022

CONTACT: Jeannemarie Caris-McManus, Ph.D, Executive Director, CEO

AMOUNT: \$470,000

I. SUMMARY OF SERVICES

The CalWORKs Home Visiting Initiative (HVI) is a voluntary program for first-time, low-income parents with a purpose of supporting health outcomes for pregnant and parenting women and infants born into poverty, expanding their future educational, economic, and financial capability opportunities, and improving the likelihood that they will exit poverty.

Subrecipient will provide home visiting services through contracted Neighborhood Resource Centers (NRCs) located in Coalinga and Huron, utilizing the Healthy Families America (HFA) model. HFA is designed for parents facing challenges such as single parenthood; low income; childhood history of abuse and other adverse child experiences; and current or previous issues related to substance abuse, mental health issues, and/or domestic violence.

Home visitors will utilize the Growing Great Kids (GGK) curriculum to provide the home visiting services. The GGK curriculum provides home visitors with research-informed, strength-based & solution-focused "Home Visit Conversation Guides" for engaging parents, cultivating secure attachments, and bolstering child development, while building parenting, family strengthening, and other essential life skills

II. LOCATION OF SERVICES

	Coalinga NRC	Huron NRC
Zip Codes/Cities to be Served	Coalinga (93210)	Huron (93234)
Anticipated Number of Unduplicated Clients to be Served Annually	15	15

III. TARGET POPULATION

The primary population is a voluntary participant who is a member of a CalWORKs assistance unit, who is pregnant with no other children at the time of enrollment, or a first-time parent, or caretaker relative of a child less than twenty-four months at the time he or she enrolls in the HVI program. Families with more than one child receiving CalWORKs will be considered the secondary population. All referrals will be sent to the Subrecipient as predetermined to be eligible by the County. Any clients deemed potentially eligible by the Subrecipient should be referred back to the County.

IV. SUBRECIPIENT'S RESPONSIBILITIES

- A. All direct service and supervisory staff are to complete all evidence-based model and curricula trainings as required by the County, within a designated time-period determined by the County. Required training topics will include HFA, GGK, and County-specific benefit programs.
- B. Maintain fidelity to the HFA model.
 - 1. One home visit per week prenatally and for the first six months after the child's birth. After the first six months, visits may be less frequent, based on families' needs and progress over time. Visits will typically last one hour.
 - 2. All direct service staff, supervisors and program managers will complete all required HFA training.
 - 3. Complete the processes for HFA affiliation and accreditation.
 - 4. Maintain the staffing requirements prescribed by the HFA model.
- C. Maintain fidelity to the GGK curriculum
 - 1. All supervisors and home visitors will complete all required GGK training.
- D. Recruit participants through daily work in providing services to CalWORKs families that come into the resource center of their own volition. Subrecipient will contact County in order to confirm client eligibility.

- E. Collaborate with County to provide necessary referrals related to the following: (1) Prenatal, infant, and toddler care; (2) Infant and child nutrition; (3) Developmental screening assessments; (4) Parent education, parent and child interaction, child development, and child care; (5) Job readiness and barrier removal; and, (6) Domestic violence and sexual assault, mental health, and substance abuse treatment.
- F. Collaborate with County to determine appropriate amount of attempts to re-engage a family that has stopped participating.
- G. Collaborate with County to jointly develop process to determine when material goods will be offered.
- H. Complete case plans with clients, per the HFA model and GGK curriculum, and track client progress.
- I. Document services, as appropriate, using a designated computer software system as authorized by County.
- J. Complete annual Civil Rights training provided by County.
- K. Meet with County as often as needed.
- L. Provide reports and data as requested by County.

VII. COUNTY RESPONSIBILITIES

- A. County staff will identify eligible clients that are part of both the primary and secondary populations.
- B. County will coordinate client outreach activities to eligible clients, via one-on-one staff and client interactions, both by phone and during in-person interviews. County will obtain permission to release client's information to the Subrecipient for contact.
- C. Collaborate with Subrecipient to provide necessary referrals related to the following: (1) Prenatal, infant, and toddler care; (2) Infant and child nutrition; (3) Developmental screening assessments; (4) Parent education, parent and child interaction, child development, and child care; (5) Job readiness and barrier removal; and, (6) Domestic violence and sexual assault, mental health, and substance abuse treatment.
- D. Collaborate with Subrecipient to determine appropriate amount of attempts to re-engage a family that has stopped participating.
- E. Collaborate with Subrecipient to jointly develop process to determine when material goods will be offered.
- F. Meet with Subrecipient as often as needed for service coordination, problem and issue resolution, information sharing, training, and review and monitoring of services.
- G. Coordinate and provide training in the following areas: CalWORKs, Medi-Cal, CalFresh, Special Supplemental Nutrition Program for Women, Infants and Children (WIC), and other programs, with county-specific information about how the home visiting

professionals can help a parent access additional services for which he or she may be eligible and troubleshoot problems with benefits or eligibility that would impact his or her access to services. Training will also address cultural competency and implicit bias and strength-based practices for working with families with unmet needs.

- H. Provide annual Civil Rights training information and materials to Subrecipient.

VI. MONTHLY REPORTS AND OUTCOMES

Subrecipient shall provide County monthly activity reports on services rendered. Subrecipient and DSS shall mutually agree on changes to data tracking as needed and requested.

BUDGET SUMMARY

NAME OF ORGANIZATION: Westside Family Preservation Services Network

SERVICES **CalWORKs Home Visiting Initiative (HVI)**
Home Visitation Services

CONTRACT PERIOD: February 12, 2019 - June 30, 2020

MAXIMUM COMPENSATION: \$470,000

Site 1: COALINGA NRC

February 12, 2019-June 30, 2020 \$235,000

BUDGET CATEGORIES	ACCOUNT NUMBER	TOTAL BUDGET
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SALARIES & BENEFITS

Personnel Salaries	0100	\$137,905
Payroll Taxes	0150	\$13,791
Benefits	0200	\$0
Subtotal.....		\$151,696

SERVICES & SUPPLIES

Insurance	0250	\$0
Communications	0300	\$5,440
Office Expense	0350	\$7,100
Equipment	0400	\$4,000
Facilities	0450	\$0
Travel Costs	0500	\$8,634
Program Supplies	0550	\$32,930
Consultancy/Subcontracts	0600	\$0
Fiscal & Audits	0650	\$1,700
Training	0660	\$0
Indirect Costs	0700	\$23,500
Subtotal.....		\$83,304

TOTAL (Salaries/Benefits & Services/Supplies)		\$235,000
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BUDGET EXPENSE CATEGORY DESCRIPTIONS		
February 12, 2019 - June 30, 2020		
NAME OF ORGANIZATION: Westside Family Preservation Services Network		
NAME OF PROJECT: CalWORKs HVI - Site 1: Coalinga NRC		
Account Number	Expense Category Descriptions	Account Total
0100	Salaries	\$ 137,905
	HVI Program Director .2 FTE @ \$21.50 hr.	\$ 12,671
	HVI Program Manager .5 FTE @ \$19.50 hr.	\$ 28,730
	HVI Program Supervisor .5 FTE @ \$17.50 hr.	\$ 25,784
	HVI Program Case Manager 1.5 FTE @16 hr.	\$ 70,720
0150	Payroll Taxes @ 10%	\$ 13,791
0200	Benefits	\$ -
0250	Insurance	\$ -
0300	Communications Landline/internet at \$200/mo. ; 3 cell phone stipends at \$40 mo.	\$ 5,440
0350	Office Expense Toner; paper; office supplies at \$300 mo.	\$ 7,100
0400	Equipment Four CPUs at \$1000	\$ 4,000
0450	Facilities	\$ -
0500	Travel Costs At \$720 mo. For 3 trips a week to Fresno	\$ 8,634
0550	Program Supplies \$15,000 training; and \$172.35 mo. For family celebrations and activities	\$ 32,930
0600	Consultancy/Subcontracts	\$ -
0650	Fiscal & Audits \$100 mo. Payroll and accounting	\$ 1,700
0660	Training	\$ -
0700	Indirect Costs HVI Indirect Costs, 10%: Administrative costs, including Director, Communities, fiscal and ED	\$ 23,500
Budget Total		\$ 235,000

BUDGET SUMMARY

NAME OF ORGANIZATION: Westside Family Preservation Services Network

SERVICES **CalWORKs Home Visiting Initiative (HVI)**
Home Visitation Services

CONTRACT PERIOD: February 12, 2019 - June 30, 2020

MAXIMUM COMPENSATION: \$470,000

Site 2: HURON NRC

February 12, 2019-June 30, 2020 \$235,000

BUDGET CATEGORIES	ACCOUNT NUMBER	TOTAL BUDGET
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SALARIES & BENEFITS

Personnel Salaries	0100	\$137,905
Payroll Taxes	0150	\$13,791
Benefits	0200	\$0
Subtotal.....		\$151,696

SERVICES & SUPPLIES

Insurance	0250	\$0
Communications	0300	\$5,440
Office Expense	0350	\$7,100
Equipment	0400	\$4,000
Facilities	0450	\$0
Travel Costs	0500	\$8,634
Program Supplies	0550	\$32,930
Consultancy/Subcontracts	0600	\$0
Fiscal & Audits	0650	\$1,700
Training	0660	\$0
Indirect Costs	0700	\$23,500
Subtotal.....		\$83,304

TOTAL (Salaries/Benefits & Services/Supplies)		\$235,000
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BUDGET EXPENSE CATEGORY DESCRIPTIONS		
February 12, 2019 - June 30, 2020		
NAME OF ORGANIZATION: Westside Family Preservation Services Network		
NAME OF PROJECT: CalWORKs HVI - Site 2: Huron NRC		
Account Number	Expense Category Descriptions	Account Total
0100	Salaries	\$ 137,905
	HVI Program Director .2 FTE @ \$21.50 hr.	\$ 12,671
	HVI Program Manager .5 FTE @ \$19.50 hr.	\$ 28,730
	HVI Program Supervisor .5 FTE @ \$17.50 hr.	\$ 25,784
	HVI Program Case Manager 1.5 FTE @16 hr.	\$ 70,720
0150	Payroll Taxes @ 10%	\$ 13,791
0200	Benefits	\$ -
0250	Insurance	\$ -
0300	Communications Landline/internet at \$200/mo. ; 3 cell phone stipends at \$40 mo.	\$ 5,440
0350	Office Expense Toner; paper; office supplies at \$300 mo.	\$ 7,100
0400	Equipment Four CPUs at \$1000	\$ 4,000
0450	Facilities	\$ -
0500	Travel Costs At \$720 mo. For 3 trips a week to Fresno	\$ 8,634
0550	Program Supplies \$15,000 training; and \$172.35 mo. For family celebrations and activities	\$ 32,930
0600	Consultancy/Subcontracts	\$ -
0650	Fiscal & Audits \$100 mo. Payroll and accounting	\$ 1,700
0660	Training	\$ -
0700	Indirect Costs HVI Indirect Costs, 10%: Administrative costs, including Director, Communities, fiscal and ED	\$ 23,500
Budget Total		\$ 235,000

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).

(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:	