

1 **SERVICE AGREEMENT**

2 This Service Agreement (“Agreement”) is dated _____ and is between
3 Central Valley Children’s Services Network, a California non-profit public benefit corporation,
4 whose address is 1911 N. Helm Ave., Fresno, CA 93727 (“Subrecipient”), and the County of
5 Fresno, a political subdivision of the State of California (“County”).

6 **Recitals**

7 A. Pursuant to California Welfare and Institutions Code 11461.6, as amended (including
8 Chapter 41, Statutes of 2023), counties may implement the Emergency Child Care Bridge
9 Program for Foster Children in partnership with Child Care Resource and Referral (R&R)
10 Programs and Alternative Payment Programs (APPs). Subdivision (d)(3) authorizes counties to
11 provide temporary childcare payments or vouchers when a caregiver’s work, school, or required
12 placement-related activities prevents them from personally providing care. Subdivision (g)(2)
13 further permits counties to extend childcare assistance beyond 12 months for a compelling
14 reason when necessary to support placement stability, reunification, or permanency.

15 B. Participation in the Emergency Child Care Bridge Program requires that County enter
16 into a contract or formal agreement with the locally designated R&R program to provide Child
17 Care Navigator services and support program coordination in accordance with SB 89 and
18 guidance from the California Department of Social Services.

19 C. Subrecipient is the designated R&R in the county and is willing and able to provide
20 specified services authorized by SB 89 which includes Childcare Navigator, Trauma-Informed
21 Training and Coaching, and Alternative Payment Program.

22 D. County has a need for childcare services to support children in foster care, including the
23 provision of child care payments or vouchers, access to child care navigator services, and
24 assistance with transitioning to long-term subsidized care. These services are needed to
25 support resource families, relative caregivers, and nonminor dependents, and to ensure
26 placement stability while caregivers fulfill work, school, or other placement-related
27 responsibilities.

28 The parties therefore agree as follows:

1 **Article 1**

2 **Subrecipient's Services**

3 1.1 **Scope of Services.** The Subrecipient shall perform all of the services provided in
4 Exhibit A to this Agreement, titled "Scope of Services," and pursuant to the staffing patterns and
5 program expenses detailed in Exhibit B, titled "Compensation."

6 1.2 **Representation.** The Subrecipient represents that it is qualified, ready, willing, and
7 able to perform all of the services provided in this Agreement.

8 1.3 **Compliance with Laws.** The Subrecipient shall, at its own cost, comply with all
9 applicable federal, state, and local laws and regulations in the performance of its obligations
10 under this Agreement, including but not limited to workers compensation, labor, and
11 confidentiality laws and regulations.

12 **Article 2**

13 **County's Responsibilities**

14 2.1 The County shall meet all obligations provided in Exhibit A to this Agreement, titled
15 "Scope of Services."

16 **Article 3**

17 **Compensation, Invoices, and Payments**

18 3.1 The County agrees to pay, and the Subrecipient agrees to receive, compensation for
19 the performance of its services under this Agreement as described in Exhibit B to this
20 Agreement, titled "Compensation."

21 3.2 The services provided by the Subrecipient under this Agreement are funded in
22 whole or in part by the State of California and/or the United States Federal government. In the
23 event that funding for these services is delayed by the State Controller or the Federal
24 government, the County may defer payment to the Subrecipient. The amount of the deferred
25 payment shall not exceed the amount of funding delayed to the County. The period of time of
26 the deferral by the County shall not exceed the period of time of the State Controller's or
27 Federal government's delay of payment to County plus forty-five (45) days.

28 ///

1 3.3 **Maximum Compensation.** In no event shall compensation paid for services
2 performed under this Agreement be in excess of five million, two hundred eleven thousand, five
3 hundred ninety and no/100 (\$5,211,590). For the period of July 1, 2026 through June 30, 2027,
4 in no event shall compensation paid for services performed under this agreement be in excess
5 of one million, forty-two thousand, three hundred eighteen and no/100 (\$1,042,318). For the
6 period of July 1, 2027 through June 30, 2028, in no event shall compensation paid for services
7 performed under this agreement be in excess of one million, forty-two thousand, three hundred
8 eighteen and no/100 (\$1,042,318). For the period of July 1, 2028 through June 30, 2029, in no
9 event shall compensation paid for services performed under this agreement be in excess of one
10 million, forty-two thousand, three hundred eighteen and no/100 (\$1,042,318). For the optional
11 twelve (12) month extension for the period of July 1, 2029 through June 30, 2030, in no event
12 shall compensation paid for services performed under this agreement be in excess of one
13 million, forty-two thousand, three hundred eighteen and no/100 (\$1,042,318). For the optional
14 twelve (12) month extension for the period of July 1, 2030 through June 30, 2031, in no event
15 shall compensation paid for services performed under this agreement be in excess of one
16 million, forty-two thousand, three hundred eighteen and no/100 (\$1,042,318).

17 3.4 The Subrecipient acknowledges that the County is a local government entity, and
18 does so with notice that the County's powers are limited by the California Constitution and by
19 State law, and with notice that the Subrecipient may receive compensation under this
20 Agreement only for services performed according to the terms of this Agreement and while this
21 Agreement is in effect, and subject to the maximum amount payable under this section. The
22 Subrecipient further acknowledges that County employees have no authority to pay the
23 Subrecipient except as expressly provided in this Agreement.

24 3.5 **Invoices.** The Subrecipient shall submit monthly invoices in attention to Staff Analyst
25 to: DSSInvoices@fresnocountyca.gov. The Subrecipient shall submit each invoice within 30
26 days following the month in which expenses were incurred and services rendered, and in any
27 case within 60 days after the end of the term or termination of this Agreement. Subrecipient
28 shall submit invoices to the County each month with a detailed general ledger (GL), itemizing

1 **Article 5**

2 **Notices**

3 5.1 **Contact Information.** The persons and their addresses having authority to give and
4 receive notices provided for or permitted under this Agreement include the following:

5 **For the County:**
6 Director of Department of Social Services
7 County of Fresno
8 P.O. Box 1912
9 Fresno, CA 93721

10 **For the Subrecipient:**
11 Executive Director
12 Central Valley Children's Services Network
13 1911 N. Helm Ave
14 Fresno, CA 93727

15 5.2 **Change of Contact Information.** Either party may change the information in section
16 5.1 by giving notice as provided in section 5.3.

17 5.3 **Method of Delivery.** Each notice between the County and the Subrecipient provided
18 for or permitted under this Agreement must be in writing, state that it is a notice provided under
19 this Agreement, and be delivered either by personal service, by first-class United States mail, by
20 an overnight commercial courier service, by telephonic facsimile transmission, or by a Portable
21 Document Format (PDF) document attached to an email.

22 (A) A notice delivered by personal service is effective upon service to the recipient.

23 (B) A notice delivered by first-class United States mail is effective three County
24 business days after deposit in the United States mail, postage prepaid, addressed to the
25 recipient.

26 (C) A notice delivered by an overnight commercial courier service is effective one
27 County business day after deposit with the overnight commercial courier service,
28 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
the recipient.

(D) A notice delivered by telephonic facsimile transmission or by PDF document
attached to an email is effective when transmission to the recipient is completed (but, if
such transmission is completed outside of County business hours, then such delivery is

1 deemed to be effective at the next beginning of a County business day), provided that
2 the sender maintains a machine record of the completed transmission.

3 **5.4 Claims Presentation.** For all claims arising from or related to this Agreement,
4 nothing in this Agreement establishes, waives, or modifies any claims presentation
5 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
6 of Title 1 of the Government Code, beginning with section 810).

7 **Article 6**

8 **Termination and Suspension**

9 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are
10 contingent on the approval of funds by the appropriating government agency. If sufficient funds
11 are not allocated, then the County, upon at least 30 days' advance written notice to the
12 Subrecipient, may:

13 (A) Modify the services provided by the Subrecipient under this Agreement; or

14 (B) Terminate this Agreement.

15 **6.2 Termination for Breach.**

16 (A) Upon determining that a breach (as defined in paragraph (C) below) has
17 occurred, the County may give written notice of the breach to the Subrecipient. The
18 written notice may suspend performance under this Agreement, and must provide at
19 least 30 days for the Subrecipient to cure the breach.

20 (B) If the Subrecipient fails to cure the breach to the County's satisfaction within the
21 time stated in the written notice, the County may terminate this Agreement immediately.

22 (C) For purposes of this section, a breach occurs when, in the determination of the
23 County, the Subrecipient has:

24 (1) Obtained or used funds illegally or improperly;

25 (2) Failed to comply with any part of this Agreement;

26 (3) Submitted a substantially incorrect or incomplete report to the County; or

27 (4) Improperly performed any of its obligations under this Agreement.

28 **6.3 Termination without Cause.** In circumstances other than those set forth above, the

1 County or Subrecipient may terminate this Agreement by giving at least 30 days advance
2 written notice to the Subrecipient.

3 6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County
4 under this Article 6 is without penalty to or further obligation of the County.

5 6.5 **County's Rights upon Termination.** Upon termination for breach under this Article
6 6, the County may demand repayment by the Subrecipient of any monies disbursed to the
7 Subrecipient under this Agreement that, in the County's sole judgment, were not expended in
8 compliance with this Agreement. The Subrecipient shall promptly refund all such monies upon
9 demand. This section survives the termination of this Agreement.

10 **Article 7**

11 **Independent Subrecipient**

12 7.1 **Status.** In performing under this Agreement, the Subrecipient, including its officers,
13 agents, employees, and volunteers, is at all times acting and performing as an independent
14 Subrecipient, in an independent capacity, and not as an officer, agent, servant, employee, joint
15 venturer, partner, or associate of the County.

16 7.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
17 manner or method of the Subrecipient's performance under this Agreement, but the County may
18 verify that the Subrecipient is performing according to the terms of this Agreement.

19 7.3 **Benefits.** Because of its status as an independent Subrecipient, the Subrecipient
20 has no right to employment rights or benefits available to County employees. The Subrecipient
21 is solely responsible for providing to its own employees all employee benefits required by law.
22 The Subrecipient shall save the County harmless from all matters relating to the payment of
23 Subrecipient's employees, including compliance with Social Security withholding and all related
24 regulations.

25 7.4 **Services to Others.** The parties acknowledge that, during the term of this
26 Agreement, the Subrecipient may provide services to others unrelated to the County.

27 ///

28 ///

1 **Article 8**

2 **Indemnity and Defense**

3 8.1 **Indemnity.** The Subrecipient shall indemnify and hold harmless and defend the
4 County (including its officers, agents, employees, and volunteers) against all claims, demands,
5 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and
6 liabilities of any kind to the County, the Subrecipient, or any third party that arise from or relate
7 to the performance or failure to perform by the Subrecipient (or any of its officers, agents,
8 subcontractors, or employees) under this Agreement. The County may conduct or participate in
9 its own defense without affecting the Subrecipient's obligation to indemnify and hold harmless or
10 defend the County.

11 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

12 **Article 9**

13 **Insurance**

14 9.1 The Subrecipient shall comply with all the insurance requirements in Exhibit C to this
15 Agreement.

16 **Article 10**

17 **Inspections, Audits, Record Maintenance, and Public Records**

18 10.1 **Inspection of Documents.** The Subrecipient shall make available to the County,
19 and the County may examine at any time during business hours and as often as the County
20 deems necessary, all of the Subrecipient's records and data with respect to the matters covered
21 by this Agreement, excluding attorney-client privileged communications. The Subrecipient shall,
22 upon request by the County, permit the County to audit and inspect all of such records and data
23 to ensure the Subrecipient's compliance with the terms of this Agreement.

24 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
25 Agreement exceeds \$10,000, the Subrecipient is subject to the examination and audit of the
26 California State Auditor, as provided in Government Code section 8546.7, for a period of three
27 years after final payment under this Agreement. This section survives the termination of this
28 Agreement.

1 10.3 **Single Audit Clause.** If Subrecipient expends One Million Dollars (\$1,000,000) or
2 more in Federal and Federal flow-through monies annually, Subrecipient agrees to conduct an
3 annual audit in accordance with the requirements of the Single Audit Standards as set forth in
4 Office of Management and Budget (OMB) Title 2 of the Code of Federal Regulations Part 200.
5 Subrecipient shall submit said audit and management letter to County. The audit must include a
6 statement of findings or a statement that there were no findings. If there were negative findings,
7 Subrecipient must include a corrective action signed by an authorized individual. Subrecipient
8 agrees to take action to correct any material non-compliance or weakness found as a result of
9 such audit. Such audit shall be delivered to County's DSS, Administration, for review within nine
10 (9) months of the end of any fiscal year in which funds were expended and/or received for the
11 program. Failure to perform the requisite audit functions as required by this Agreement may
12 result in County performing the necessary audit tasks, or at County's option, contracting with a
13 public accountant to perform said audit, or, may result in the inability of County to enter into
14 future agreements with Subrecipient. All audit costs related to this Agreement are the sole
15 responsibility of Subrecipient.

16 10.4 **Program Audit Requirements.** A single audit report is not applicable if all
17 Subrecipient's Federal contracts do not exceed the Seven Hundred Fifty Thousand Dollars
18 (\$750,000) requirement or Subrecipient's funding is through Drug related Medi-Cal. If a single
19 audit is not applicable, a program audit must be performed and a program audit report with
20 management letter shall be submitted by Subrecipient to County as a minimum requirement to
21 attest to Subrecipient's solvency. Said audit report shall be delivered to County's DSS,
22 Administration, for review no later than nine (9) months after the close of the fiscal year in which
23 the funds supplied through this Agreement are expended. Failure to comply with this Act may
24 result in County performing the necessary audit tasks or contracting with a qualified accountant
25 to perform said audit. All audit costs related to this Agreement are the sole responsibility of
26 Subrecipient who agrees to take corrective action to eliminate any material noncompliance or
27 weakness found as a result of such audit. Audit work performed by County under this paragraph
28 shall be billed to the Subrecipient at County cost, as determined by County's Auditor-

1 Controller/Treasurer-Tax Collector.

2 10.5 **Record Establishment and Maintenance.** Subrecipient shall establish and maintain
3 records in accordance with those requirements prescribed by County, with respect to all matters
4 covered by this Agreement. Subrecipient shall retain all fiscal books, account records and client
5 files for services performed under this Agreement for at least five (5) years from date of final
6 payment under this Agreement or until all State and Federal audits are completed for that fiscal
7 year, whichever is later.

8 (A) Cost Documentation. Subrecipient agrees to maintain records to verify costs
9 under this Agreement including a General Ledger, properly executed payrolls, time
10 records, invoices, vouchers, orders, proof of payment, and any other accounting
11 documents pertaining in whole or in part to this Agreement and they shall be clearly
12 identified and readily accessible. The support documentation must indicate the line
13 budget account number to which the cost is charged.

14 (B) Service Documentation. Subrecipient agrees to maintain records to verify
15 services under this Agreement including names and addresses of clients served, if
16 applicable, and the dates of service and a description of services provided on each
17 occasion. These records and any other documents pertaining in whole or in part to this
18 Agreement shall be clearly identified and readily accessible.

19 (C) County shall notify Subrecipient in writing within thirty (30) days of any potential
20 State or Federal audit exception discovered during an examination. Where findings
21 indicate that program requirements are not being met and State or Federal participation
22 in this program may be imperiled in the event that corrections are not accomplished by
23 Subrecipient within thirty (30) days of receipt of such notice from County, written
24 notification thereof shall constitute County's intent to terminate this Agreement.

25 10.6 **Public Records.** The County is not limited in any manner with respect to its public
26 disclosure of this Agreement or any record or data that the Subrecipient may provide to the
27 County. The County's public disclosure of this Agreement or any record or data that the
28 Subrecipient may provide to the County may include but is not limited to the following:

1 (A) The County may voluntarily, or upon request by any member of the public or
2 governmental agency, disclose this Agreement to the public or such governmental
3 agency.

4 (B) The County may voluntarily, or upon request by any member of the public or
5 governmental agency, disclose to the public or such governmental agency any record or
6 data that the Subrecipient may provide to the County, unless such disclosure is
7 prohibited by court order.

8 (C) This Agreement, and any record or data that the Subrecipient may provide to the
9 County, is subject to public disclosure under the Ralph M. Brown Act (California
10 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

11 (D) This Agreement, and any record or data that the Subrecipient may provide to the
12 County, is subject to public disclosure as a public record under the California Public
13 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning
14 with section 6250) ("CPRA").

15 (E) This Agreement, and any record or data that the Subrecipient may provide to the
16 County, is subject to public disclosure as information concerning the conduct of the
17 people's business of the State of California under California Constitution, Article 1,
18 section 3, subdivision (b).

19 (F) Any marking of confidentiality or restricted access upon or otherwise made with
20 respect to any record or data that the Subrecipient may provide to the County shall be
21 disregarded and have no effect on the County's right or duty to disclose to the public or
22 governmental agency any such record or data.

23 (G) Notwithstanding sections A-F above, any information protected by law shall not
24 be subject to public disclosure.

25 **10.7 Public Records Act Requests.** If the County receives a written or oral request
26 under the CPRA to publicly disclose any record that is in the Subrecipient's possession or
27 control, and which the County has a right, under any provision of this Agreement or applicable
28 law, to possess or control, then the County may demand, in writing, that the Subrecipient deliver

1 to the County, for purposes of public disclosure, the requested records that may be in the
2 possession or control of the Subrecipient. Within five business days after the County's demand,
3 the Subrecipient shall (a) deliver to the County all of the requested records that are in the
4 Subrecipient's possession or control, together with a written statement that the Subrecipient,
5 after conducting a diligent search, has produced all requested records that are in the
6 Subrecipient's possession or control, or (b) provide to the County a written statement that the
7 Subrecipient, after conducting a diligent search, does not possess or control any of the
8 requested records. The Subrecipient shall cooperate with the County with respect to any County
9 demand for such records. If the Subrecipient wishes to assert that any specific record or data is
10 exempt from disclosure under the CPRA or other applicable law, it must deliver the record or
11 data to the County and assert the exemption by citation to specific legal authority within the
12 written statement that it provides to the County under this section. The Subrecipient's assertion
13 of any exemption from disclosure is not binding on the County, but the County will give at least
14 10 days' advance written notice to the Subrecipient before disclosing any record subject to the
15 Subrecipient's assertion of exemption from disclosure. The Subrecipient shall indemnify the
16 County for any court-ordered award of costs or attorney's fees under the CPRA that results from
17 the Subrecipient's delay, claim of exemption, failure to produce any such records, or failure to
18 cooperate with the County with respect to any County demand for any such records.

19 **Article 11**

20 **Disclosure of Self-Dealing Transactions and Conflict of Interest**

21 11.1 **Applicability.** This Article 11 applies if the Subrecipient is operating as a
22 corporation, or changes its status to operate as a corporation.

23 11.2 **Duty to Disclose.** If any member of the Subrecipient's board of directors is party to a
24 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
25 "Self-Dealing Transaction Disclosure Form" (Exhibit D to this Agreement) and submitting it to
26 the County before commencing the transaction or immediately after.

27 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Subrecipient
28 is a party and in which one or more of its directors, as an individual, has a material financial

1 interest.

2 11.4 **Conflict of Interest.** No officer, employee or agent of the County who exercises any
3 function or responsibility for planning and carrying out of the services provided under this
4 Agreement shall have any direct or indirect personal financial interest in this Agreement. In
5 addition, no employee of the County shall be employed by the Subrecipient under this
6 Agreement to fulfill any contractual obligations with the County. The Subrecipient shall comply
7 with all Federal, State of California and local conflict of interest laws, statutes and regulations,
8 which shall be applicable to all parties and beneficiaries under this Agreement and any officer,
9 employee or agent of the County.

10 **Article 12**

11 **Confidentiality and Data Security**

12 12.1 All services performed by Subrecipient under this Agreement shall be in strict
13 conformance with all applicable Federal, State of California and/or local laws and regulations
14 relating to confidentiality. For the purpose of preventing the potential loss, misappropriation or
15 inadvertent disclosure of County data including sensitive or personal client information; abuse of
16 County resources; and/or disruption to County operations, individuals and/or agencies that enter
17 into a contractual relationship with County for the purpose of providing services under this
18 Agreement must employ adequate data security measures to protect the confidential
19 information provided to Subrecipient by County, including but not limited to the following:

20 (A) Subrecipient-Owned Mobile/Wireless/Handheld Devices may not be connected
21 to County networks via personally owned mobile, wireless or handheld devices, except
22 when authorized by County for telecommuting and then only if virus protection software
23 currency agreements are in place, and if a secure connection is used.

24 (B) Subrecipient-Owned Computers or Computer Peripherals may not be brought
25 into County for use, including and not limited to mobile storage devices, without prior
26 authorization from County's Chief Information Officer or their designee. Data must be
27 stored on a secure server approved by County and transferred by means of a VPN
28 (Virtual Private Network) connection, or another type of secure connection of this type if

1 any data is approved to be transferred.

2 (C) County-Owned Computer Equipment – Subrecipient or anyone having an
3 employment relationship with County may not use County computers or computer
4 peripherals on non-County premises without prior authorization from County’s Chief
5 Information Officer or their designee.

6 (D) Subrecipient may not store County’s private, confidential or sensitive data on any
7 hard-disk drive.

8 (E) Subrecipient is responsible to employ strict controls to ensure the integrity and
9 security of County’s confidential information and to prevent unauthorized access to data
10 maintained in computer files, program documentation, data processing systems, data
11 files and data processing equipment which stores or processes County data internally
12 and externally.

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

17 (G) Subrecipient is responsible to immediately notify County of any breaches or
18 potential breaches of security related to County’s confidential information, data
19 maintained in computer files, program documentation, data processing systems, data
20 files and data processing equipment which stores or processes County data internally or
21 externally.

22 (H) Subrecipient shall require its subcontractors to comply with the provisions of this
23 Data Security section.

24 **Article 13**

25 **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-**
26 **Lower Tier Covered Transactions.**

27 13.1 County and Subrecipient recognize that Subrecipient is a recipient of State or
28 Federal assistance funds under the terms of this Agreement. By signing this Agreement,

1 Subrecipient agrees to comply with applicable Federal suspension and debarment regulations,
2 including but not limited to: 7 CFR 3016.35, 29 CFR 97.35, 45 CFR 92.35, and Executive Order
3 12549. By signing this Agreement, Subrecipient attests to the best of its knowledge and belief,
4 that it and its principals:

5 (A) Are not presently debarred, suspended, proposed for debarment, declared
6 ineligible, or voluntarily excluded from participation in this transaction by any Federal
7 department or agency; and

8 (B) Shall not knowingly enter into any lower tier covered transaction with an entity or
9 person who is debarred, suspended, proposed for debarment, declared ineligible, or
10 voluntarily excluded from participation in this transaction by any Federal department or
11 agency.

12 (C) Subrecipient shall provide immediate written notice to County if at any time
13 during the term of this Agreement Subrecipient learns that the representations it makes
14 above were erroneous when made or have become erroneous by reason of changed
15 circumstances.

16 13.2 Subrecipient shall include a clause titled “Certification Regarding Debarment,
17 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions” and
18 similar in nature to this Article Thirteen (13) in all lower tier covered transactions and in all
19 solicitations for lower tier covered transactions.

20 13.3 Subrecipient shall, prior to soliciting or purchasing goods and services in excess of
21 \$25,000 funded by this Agreement, review and retain the proposed vendor’s suspension and
22 debarment status at <https://sam.gov/SAM/>.

23 13.4 The certification in Article Thirteen (13) of this Agreement is a material representation
24 of fact upon which County relied in entering into this Agreement.

25 **Article 14**

26 **General Terms**

27 14.1 **Modification.** Except as provided in Article 6, “Termination and Suspension,” this
28 Agreement may not be modified, and no waiver is effective, except by written consent by both

1 parties. The Subrecipient acknowledges that County employees have no authority to modify this
2 Agreement except as expressly provided in this Agreement.

3 (A) Changes to line items in the Exhibit B, Compensation, in an amount not to
4 exceed 10% of the maximum annual compensation payable to the Subrecipient may be
5 made with the written approval of County's DSS Director or their designee. Said
6 modifications shall not result in any changes to the maximum compensation amount
7 payable to Subrecipient, as stated in this Agreement.

8 (B) Subrecipient agrees that reductions to the maximum compensation set forth
9 under Article Three (3) of this Agreement may be necessitated by a reduction in funding
10 from State or Federal sources. Any such reduction to the maximum compensation may
11 be made with the written approval of County's DSS Director or their designee and
12 Subrecipient. Subrecipient further understands that this Agreement is subject to any
13 restriction, limitations, or enactments of all legislative bodies which affect the provisions,
14 term, or funding of this Agreement in any manner. If the parties do not provide written
15 approval for modification due to reduced funding, this Agreement may be terminated in
16 accordance with Section 6.1 above.

17 **14.2 Subrecipient's Name Change.** An amendment, assignment, or new agreement is
18 required to change the name of Subrecipient as listed on this Agreement. Upon receipt of legal
19 documentation of the name change, County will process the agreement. Payment of invoices
20 presented with a new name cannot be paid prior to approval of said agreement.

21 **14.3 Public Information.** Subrecipient shall disclose County as a funding source in all
22 public information and program materials developed in support of contracted services.

23 **14.4 Non-Assignment.** Neither party may assign its rights or delegate its obligations
24 under this Agreement without the prior written consent of the other party. Any transferee,
25 assignee or subcontractor will be subject to all applicable provisions of this Agreement, and all
26 applicable State and Federal regulations. Subrecipient shall be held primarily responsible by
27 County for the performance of any transferee, assignee or subcontractor unless otherwise
28 expressly agreed to in writing by County. The use of subcontractor by Subrecipient shall not

1 entitle Subrecipient to any additional compensation than provided for under this Agreement.

2 14.5 **Governing Law.** The laws of the State of California govern all matters arising from
3 or related to this Agreement.

4 14.6 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
5 County, California. Subrecipient consents to California jurisdiction for actions arising from or
6 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
7 brought and maintained in Fresno County.

8 14.7 **Construction.** The final form of this Agreement is the result of the parties' combined
9 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
10 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
11 against either party.

12 14.8 **Days.** Unless otherwise specified, "days" means calendar days.

13 14.9 **Headings.** The headings and section titles in this Agreement are for convenience
14 only and are not part of this Agreement.

15 14.10 **Severability.** If anything in this Agreement is found by a court of competent
16 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
17 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
18 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
19 intent.

20 14.11 **Nondiscrimination.** During the performance of this Agreement, the Subrecipient
21 shall not unlawfully discriminate against any employee or applicant for employment, or recipient
22 of services, because of race, religious creed, color, national origin, ancestry, physical disability,
23 mental disability, medical condition, genetic information, marital status, sex, gender, gender
24 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
25 all applicable State of California and federal statutes and regulation.

26 (A) Domestic Partners and Gender Identity. For State fund-funded contracts of
27 \$100,000 or more, Subrecipient certifies that it complies with Public Contract Code
28 Section 10295.3.

1 (B) Americans with Disabilities Act. Subrecipient shall comply with the Americans
2 with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of
3 disability, as well as all applicable regulations and guidelines issued pursuant to the ADA
4 (42 U.S.C. 12101 et seq.).

5 (C) Subrecipient shall include the non-discrimination and compliance provisions of
6 this section in all subcontracts to perform work under this Agreement.

7 **14.12 Limited English Proficiency.** Subrecipient shall provide interpreting and translation
8 services to persons participating in Subrecipient's services who have limited or no English
9 language proficiency, including services to persons who are deaf or blind. Interpreter and
10 translation services shall be provided as necessary to allow such participants meaningful
11 access to the programs, services and benefits provided by Subrecipient. Interpreter and
12 translation services, including translation of Subrecipient's "vital documents" (those documents
13 that contain information that is critical for accessing Subrecipient's services or are required by
14 law) shall be provided to participants at no cost to the participant. Subrecipient shall ensure that
15 any employees, agents, subcontractors, or partners who interpret or translate for a program
16 participant, or who directly communicate with a program participant in a language other than
17 English, demonstrate proficiency in the participant's language and can effectively communicate
18 any specialized terms and concepts peculiar to Subrecipient's services.

19 **14.13 Drug-Free Workplace Requirements.** For purposes of this paragraph, Subrecipient
20 will be referred to as the "grantee". By drawing funds against this grant award, the grantee is
21 providing the certification that it is required by regulations implementing the Drug-Free
22 Workplace Act of 1988, 45 CFR Part 76, Subpart F. These regulations require certification by
23 grantees that they will maintain a drug-free workplace. False certification or violation of the
24 certification shall be grounds for suspension of payments, suspension or termination of grants,
25 or government wide suspension or debarment. Subrecipient shall also comply with the
26 requirements of the Drug-Free Workplace Act of 1990 (California Government Code section
27 8350 et seq.).

28 **14.14 Grievances.** Subrecipient shall establish procedures for handling client complaints

1 and/or grievances. Such procedures will include provisions for informing clients of their rights to
2 a State Hearing to resolve such issues when appropriate.

3 **14.15 Lobbying and Political Activity.** None of the funds provided under this Agreement
4 shall be used for publicity, lobbying or propaganda purposes designed to support or defeat
5 legislation pending in the Congress of the United States of America or the Legislature of the
6 State of California. Subrecipient shall not directly or indirectly use any of the funds under this
7 Agreement for any political activity or to further the election or defeat of any candidate for public
8 office.

9 **14.16 Clean Air Act and the Federal Water Pollution Control Act.** If the compensation
10 to be paid by the County under this Agreement exceeds One Hundred Fifty Thousand and
11 No/100 Dollars (\$150,000) of Federal funding, Subrecipient agrees to comply with all applicable
12 standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q)
13 and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations
14 must be reported to the Federal awarding agency and the Regional Office of the Environmental
15 Protection Agency (EPA).

16 **14.17 Procurement of Recovered Materials.** If compensation to be paid by the County
17 under this Agreement is funded in whole or in part with Federal funding, In the performance of
18 this Agreement, Subrecipient shall comply with section 6002 of the Solid Waste Disposal Act, as
19 amended by the Resource Conservation and Recovery Act. The requirements of Section 6002
20 include procuring only items designated in guidelines of the Environmental Protection Agency
21 (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials
22 practicable, consistent with maintaining a satisfactory level of competition, where the purchase
23 price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding
24 fiscal year exceeded \$10,000; procuring solid waste management services in a manner that
25 maximizes energy and resource recovery; and establishing an affirmative procurement program
26 for procurement of recovered materials identified in the EPA guidelines.

27 **14.18 No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
28 of the Subrecipient under this Agreement on any one or more occasions is not a waiver of

1 performance of any continuing or other obligation of the Subrecipient and does not prohibit
2 enforcement by the County of any obligation on any other occasion.

3 **14.19 Child Support Compliance Act.** If compensation to be paid by the County under
4 this Agreement includes State funding in excess of \$100,000, the Subrecipient acknowledges in
5 accordance with Public Contract Code 7110, that:

6 (A) Subrecipient recognizes the importance of child and family support obligations
7 and shall fully comply with all applicable state and federal laws relating to child and
8 family support enforcement, including, but not limited to, disclosure of information and
9 compliance with earnings assignment orders, as provided in Chapter 8 (commencing
10 with section 5200) of Part 5 of Division 9 of the Family Code; and

11 (B) Subrecipient to the best of its knowledge is fully complying with the earnings
12 assignment orders of all employees and is providing the names of all new employees to
13 the New Hire Registry maintained by the California Employment Development
14 Department.

15 **14.20 Priority Hiring Considerations.** If compensation to be paid by the County under this
16 Agreement includes State funding and services in excess of \$200,000, Subrecipient shall give
17 priority consideration in filling vacancies in positions funded by the Agreement to qualified
18 recipients of aid under Welfare and Institutions Code Section 11200, in accordance with Public
19 Contract Code Section 10353.

20 **14.21 Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
21 between the Subrecipient and the County with respect to the subject matter of this Agreement,
22 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
23 publications, and understandings of any nature unless those things are expressly included in
24 this Agreement. If there is any inconsistency between the terms of this Agreement without its
25 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
26 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
27 exhibits.

28 **14.22 No Third-Party Beneficiaries.** This Agreement does not and is not intended to

1 create any rights or obligations for any person or entity except for the parties.

2 14.23 **Authorized Signature.** The Subrecipient represents and warrants to the County
3 that:

4 (A) The Subrecipient is duly authorized and empowered to sign and perform its
5 obligations under this Agreement.

6 (B) The individual signing this Agreement on behalf of the Subrecipient is duly
7 authorized to do so and his or her signature on this Agreement legally binds the
8 Subrecipient to the terms of this Agreement.

9 14.24 **Electronic Signatures.** The parties agree that this Agreement may be executed by
10 electronic signature as provided in this section.

11 (A) An “electronic signature” means any symbol or process intended by an individual
12 signing this Agreement to represent their signature, including but not limited to (1) a
13 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
14 electronically scanned and transmitted (for example by PDF document) version of an
15 original handwritten signature.

16 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
17 equivalent to a valid original handwritten signature of the person signing this Agreement
18 for all purposes, including but not limited to evidentiary proof in any administrative or
19 judicial proceeding, and (2) has the same force and effect as the valid original
20 handwritten signature of that person.

21 (C) The provisions of this section satisfy the requirements of Civil Code section
22 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
23 Part 2, Title 2.5, beginning with section 1633.1).

24 (D) Each party using a digital signature represents that it has undertaken and
25 satisfied the requirements of Government Code section 16.5, subdivision (a),
26 paragraphs (1) through (5), and agrees that each other party may rely upon that
27 representation.

28 (E) This Agreement is not conditioned upon the parties conducting the transactions

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

under it by electronic means and either party may sign this Agreement with an original handwritten signature.

14.25 **Counterparts.** This Agreement may be signed in counterparts, each of which is an original, and all of which together constitute this Agreement.

[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Agreement on the date stated in the introductory clause.

2 Central Valley Children's Services Network

County OF FRESNO

3
4 

5 Marco Jimenez, Executive Director

6 1911 N. Helm Ave.
7 Fresno, CA 93727

8
9 

10 Ofelia Gonzalez, Deputy Director

11 1911 N. Helm Ave.
12 Fresno, CA 93727

Garry Bredefeld, Chairman of the Board of
Supervisors of the County of Fresno

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

By: _____
Deputy

13 For accounting use only:

14 Org No.: 56107001
15 Account No.: 7870
16 Fund No.: 0001
17 Subclass No.: 10000
18
19
20
21
22
23
24
25
26
27
28

Exhibit A

Scope of Services

ORGANIZATION: Central Valley Children's Services Network

SERVICES: Emergency Child Care Bridge Program for Foster Children

ADDRESS: 1911 N. Helm Ave. Fresno, CA 93727

TELEPHONE: (559) 456-1100

CONTACT: Marco A. Jimenez, Executive Director

EMAIL: marcoj@cvcsn.org

CONTRACT PERIOD: JULY 1, 2026 - JUNE 30, 2027 (Base)
JULY 1, 2027 - JUNE 30, 2028 (Base)
JULY 1, 2028 - JUNE 30, 2029 (Base)
JULY 1, 2029 - JUNE 30, 2030 (Optional)
JULY 1, 2030 - JUNE 30, 2031 (Optional)

I. **SERVICE DESCRIPTION**

Pursuant to SB 89, the State implemented the Emergency Child Care Bridge Program (Bridge Program) to reduce child care barriers for children and parenting youth involved in the foster care system. The Bridge Program is designed to increase successful home-based placements, promote placement stability and permanency, strengthen the capacity of child care providers to meet the needs of children in foster care, and maximize available funding to support eligible families.

The County is required to develop interagency coordination and enter into a contract with the local designated Resource and Referral (R&R) agency for the provision of Child Care Navigator services. In Fresno County, the designated R&R agency is Central Valley Children's Services Network (Subrecipient), which also operates as a local Alternative Payment Program (APP) provider.

Subrecipient shall provide Bridge Program services including (1) emergency child care subsidy support, as authorized by the County, through voucher or reimbursement payments made in accordance with applicable Regional Market Rate ceilings and prompt payment requirements; (2) Child Care Navigator services to assist eligible families, social workers, and probation officers in identifying and securing appropriate child care options, completing applications and enrollment requirements, and developing long-term child care plans to minimize disruption; and (3) delivery of trauma-informed care (TIC) training and coaching to child care providers in the community using the curriculum developed by the California Child Care Resource and Referral Network. Navigator services shall be made available to eligible Bridge Program families and to families with current or prior involvement in the child welfare system, regardless of receipt of subsidy.

Exhibit A

II. **TARGET POPULATION**

- A. Approved resource families caring for children involved in the foster care system.
- B. Families that have a child placed with them on an emergency or compelling basis, including those in the process of resource family approval.
- C. Parenting youth in foster care and nonminor dependent parents.
- D. Tribally approved homes providing care to children in foster care.
- E. Children from birth through age 12, and youth with exceptional needs up to age 21.

III. **EMERGENCY CHILD CARE BRIDGE PROGRAM SERVICES**

- A. **Emergency Child Care Subsidy**: Provide time-limited child care subsidies (voucher or reimbursement) to eligible caregiver families, parenting youth, and nonminor dependent parents in the foster care system. Subsidies may cover children from birth through age 12, and up to age 21 for children or youth with exceptional needs. Subsidies are initially issued for up to six months, with possible extensions up to 12 months or beyond for compelling reasons such as inability to transition to other subsidized care or disruption of permanency plans. Subsidy payments may be issued directly to the family or the child care provider in accordance with authorized Regional Market Rate ceilings.
- B. **Child Care Navigation**: Provide child care navigator services through a local R&R agency to assist eligible families, social workers, probation officers, and child and family teams in:
 - 1. Identifying and accessing appropriate child care options based on the child's age, needs, and family circumstances.
 - 2. Connecting families to resources and information about school readiness and child care programs to support informed decisions.
 - 3. Assisting with child care program applications, paperwork, and enrollment processes.
 - 4. Developing long-term child care plans that minimize transitions and disruptions for children.
- C. **Trauma-Informed Care (TIC) Training and Coaching**: Provide training and coaching to child care providers on trauma-informed care practices, including:
 - 1. Understanding the effects of trauma on children in foster care.
 - 2. Building provider capacity to care for children who have experienced trauma.
 - 3. Ensuring TIC training is available to all child care providers in the community, regardless of whether they provide care for children receiving a Bridge Program subsidy.

IV. **SUBRECIPIENT RESPONSIBILITIES**

- A. **Subsidy Administration**:
 - 1. Administer time-limited child care subsidies to eligible caregiver families, parenting youth, and nonminor dependents in the foster care system. Eligibility includes children from birth through age 12 and children/youth with

Exhibit A

exceptional needs up to age 21. Subrecipient must follow the allocation percentages determined through the County opt-in process for various types of care.

2. Subsidies are initially issued for up to six months, with possible extensions up to 12 months or beyond for compelling reasons. Compelling reasons may include, but are not limited to inability to successfully transition to other subsidized care, disruption of child stability, or jeopardy to a permanency plan. Subrecipient must request and receive County approval for any subsidy extensions beyond 12 months, on a monthly basis.
3. Develop and implement a process for prompt payment. Prompt payment is defined by the California Department of Social Services (CDSS) as a child care payment made within twenty-one (21) calendar days of receipt of a complete attendance record or invoice for services.

B. Child Care Navigator:

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

Navigator services shall be made available to eligible Bridge Program caregiver families, parenting youth or nonminor dependents, and any family with current or previous involvement in the child welfare system. Eligibility for Navigator services shall not be contingent on a child's receipt of a child care payment or voucher. Child Care Navigators must have sufficient knowledge of the child care subsidy system.

The Child Care Navigator will:

1. Work with eligible families, child welfare social workers, probation officers (if applicable), and other child and family team members to access child care, as well as identify child care options appropriate to the child's age and needs.
2. Connect the family to information and resources about school readiness and child care to empower families and improve their ability to assess resources and make informed decisions about their child care needs.
3. Assist the family in identifying potential opportunities for an ongoing child care subsidy, if eligible.
4. Assist the family in completing appropriate child care program applications and enrolling into a child care program.
5. Develop an overall, long-term care child care plan for the child, including plans where possible, to minimize child care transitions or disruptions for the child.

C. Trauma-Informed Care (TIC) Training and Coaching:

Subrecipient is responsible for delivering TIC training and coaching to the child care providers in their communities, providing information on the effects of trauma, and helping to build the child care provider community's ability to work with children who

Exhibit A

have experienced trauma. TIC training participation is not contingent upon a provider caring for voucher recipients.

D. Additional Requirements:

As required by the Building a Better Early Care and Education System Act, Subrecipient shall:

1. Maintain an active File Transfer Protocol (FTP) account with the California Department of Human Resources (CalHR) and be responsible for initiating, calculating, and processing any automatic deductions as requested by Child Care Providers United (CCPU) member providers, on a monthly basis, via the CCPU monthly certifications available through the CalHR FTP.
2. Remain in compliance with CalHR CCPU requirements, including maintaining active FTP access for monthly certifications.
3. Upload monthly reconciliation files.
4. Remit funds via a single monthly warrant check for all deductions within a given month.
5. Participate in collective bargaining meetings and/or technical assistance calls as needed.
6. Monitor information released for applicable updates and changes.
7. Notify County of any new information released and potential or actual changes in current processes or regulations.

V. DSS RESPONSIBILITIES

- A. Provide referrals of eligible caregiver families, parenting youth, and nonminor dependents to Subrecipient for Bridge Program services.
- B. Designate a contact person for Subrecipient to communicate with as necessary regarding program operations, referrals, and coordination of services.
- C. Meet with Subrecipient monthly, or as often as needed, to exchange information, resolve problems, and coordinate referrals and services.
- D. Ensure child care subsidy payments or vouchers are issued in amounts commensurate with the Regional Market Rate ceiling payment rates authorized by the CDSS.
- E. Ensure implementation and oversight of a prompt payment process.
- F. Collect and receive reports and program outcomes from Subrecipient for submission to CDSS.
- G. Track all subsidy extensions beyond twelve (12) months, including the compelling reason and length of extension, through the monthly Bridge Program Status Report (CCB18) submitted to CDSS.
- H. Partner with local R&R agencies to further advance outreach, marketing, and public awareness of the Bridge program.
- I. Promote the Bridge Program within Child Welfare Services and ensure social workers are knowledgeable regarding the program components and operations.

VI. PERFORMANCE OUTCOMES

- A. Overall Service Objective: The goal of these services is to increase the number of foster children successfully placed in home-based family care, increase stability, support permanency, increase the ability of child care programs to meet the needs of

Exhibit A

children in foster care, and maximize funding to support the child care needs of eligible families.

B. Service Objectives:

1. Contingent upon referrals received from DSS, Childcare Navigator services will be provided to an estimated minimum of 50 families referred by DSS annually.
2. Training and coaching are to be provided to an estimated minimum of 20 programs/care providers annually, including two (2) training sessions per month.
3. Voucher administration and distribution will be provided to all families referred and eligible to receive a child care payment or voucher.
4. Provision of Trustline assistance will be provided to an estimated 30 in-home or license-exempt child care applicants annually.

C. Performance Indicators, Outputs, and Outcomes:

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

1. Number of children served.
2. Net change in population served.
3. Length of time to process and issue the voucher to eligible families.
4. Type of child care setting selected.
5. Type of child care schedule requested (standard weekday or alternative weekend and evening schedules).
6. Number and average duration of vouchers disbursed.
7. Length of time (number of months) family received the payment or voucher.
8. Number of children unable to secure stable child care prior to the Bridge Program voucher expiring six (6) months and 12 months, if applicable.
9. Number of referrals to child care navigators.
10. Number of families served by navigators.
11. Number of children enrolled in Bridge subsidized child care.
12. Number of children enrolled in non-Bridge subsidized child care.
13. Number of children transitioning from Bridge to non-Bridge subsidized child care.
14. Length of time to transition from Bridge to non-Bridge subsidized child care.
15. Number of trauma-informed care trainings scheduled and number provided.
16. Number of child care providers attending trauma-informed care trainings.
17. Number of coaching sessions scheduled and number provided.
18. Number of child care programs and child care providers served.

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

Exhibit B

Compensation

The Subrecipient will be compensated for performance of its services under this Agreement as provided in this Exhibit B. The Subrecipient is not entitled to any compensation except as expressly provided in this Exhibit B.

Budget Summary

Organization: Central Valley Children's Services Network
Services: Emergency Child Care Bridge Program
Contract Term: July 1, 2026-June 30, 2031
Contract Total: \$5,211,590

Budget Categories	Amount
Salaries	
Up to six (6) Navigators	
0.25 FTE Navigator	
0.20 FTE Navigator	
0.20 FTE Navigator	
0.20 FTE Navigator	
0.20 FTE Navigator	
0.20 FTE Navigator	
Up to two (2) Trauma Informed Coaches/Trainers	
0.50 FTE Trainer	
0.50 FTE Trainer	
Benefits and Taxes	
	Subtotal
	\$905,000
Program Costs	
Software System	
Ongoing Professional Development	
Travel Costs	
Program Supplies	
Consultancy/Subcontracts	
Communication	
Training Software + Licenses	
	Subtotal
	\$522,840
Alternate Payment Program	
Voucher Payments	
Trustline	
	Subtotal
	\$3,223,935
Administrative Cost	
(17.5% of Voucher Payments)	
	Subtotal
	\$559,815
	Total
	\$5,211,590

Exhibit B

Budget Summary

Organization: Central Valley Children's Services Network
Services: Emergency Child Care Bridge Program
Contract Term: July 1, 2026-June 30, 2027
Contract Total: \$1,042,318 (Base)

Budget Categories	Amount
Salaries	
Up to six (6) Navigators	
0.25 FTE Navigator	
0.20 FTE Navigator	
0.20 FTE Navigator	
0.20 FTE Navigator	
0.20 FTE Navigator	
0.20 FTE Navigator	
Up to two (2) Trauma Informed Coaches/Trainers	
0.50 FTE Trainer	
0.50 FTE Trainer	
Benefits and Taxes	
	Subtotal
	\$181,000
Program Costs	
Software System	
Ongoing Professional Development	
Travel Costs	
Program Supplies	
Consultancy/Subcontracts	
Communication	
Training Software + Licenses	
	Subtotal
	\$104,568
Alternate Payment Program	
Voucher Payments	
Trustline	
	Subtotal
	\$644,787
Administrative Cost	
(17.5% of Voucher Payments)	
	Subtotal
	\$111,963
	Total
	\$1,042,318

Exhibit B

Budget Summary

Organization: Central Valley Children's Services Network
Services: Emergency Child Care Bridge Program
Contract Term: July 1, 2027-June 30, 2028
Contract Total: \$1,042,318 (Base)

Budget Categories	Amount
Salaries	
Up to six (6) Navigators	
0.25 FTE Navigator	
0.20 FTE Navigator	
0.20 FTE Navigator	
0.20 FTE Navigator	
0.20 FTE Navigator	
0.20 FTE Navigator	
Up to two (2) Trauma Informed Coaches/Trainers	
0.50 FTE Trainer	
0.50 FTE Trainer	
Benefits and Taxes	
	Subtotal
	\$181,000
Program Costs	
Software System	
Ongoing Professional Development	
Travel Costs	
Program Supplies	
Consultancy/Subcontracts	
Communication	
Training Software + Licenses	
	Subtotal
	\$104,568
Alternate Payment Program	
Voucher Payments	
Trustline	
	Subtotal
	\$644,787
Administrative Cost	
(17.5% of Voucher Payments)	
	Subtotal
	\$111,963
	Total
	\$1,042,318

Exhibit B

Budget Summary

Organization: Central Valley Children's Services Network
Services: Emergency Child Care Bridge Program
Contract Term: July 1, 2028-June 30, 2029
Contract Total: \$1,042,318 (Base)

Budget Categories	Amount	
Salaries		
Up to six (6) Navigators		
0.25 FTE Navigator		
0.20 FTE Navigator		
0.20 FTE Navigator		
0.20 FTE Navigator		
0.20 FTE Navigator		
0.20 FTE Navigator		
Up to two (2) Trauma Informed Coaches/Trainers		
0.50 FTE Trainer		
0.50 FTE Trainer		
Benefits and Taxes		
	Subtotal	\$181,000
Program Costs		
Software System		
Ongoing Professional Development		
Travel Costs		
Program Supplies		
Consultancy/Subcontracts		
Communication		
Training Software + Licenses		
	Subtotal	\$104,568
Alternate Payment Program		
Voucher Payments		
Trustline		
	Subtotal	\$644,787
Administrative Cost		
(17.5% of Voucher Payments)		
	Subtotal	\$111,963
	Total	\$1,042,318

Exhibit B

Budget Summary

Organization: Central Valley Children's Services Network
Services: Emergency Child Care Bridge Program
Contract Term: July 1, 2029-June 30, 2030
Contract Total: \$1,042,318 (Optional)

Budget Categories	Amount
Salaries	
Up to six (6) Navigators	
0.25 FTE Navigator	
0.20 FTE Navigator	
0.20 FTE Navigator	
0.20 FTE Navigator	
0.20 FTE Navigator	
0.20 FTE Navigator	
Up to two (2) Trauma Informed Coaches/Trainers	
0.50 FTE Trainer	
0.50 FTE Trainer	
Benefits and Taxes	
	Subtotal
	\$181,000
Program Costs	
Software System	
Ongoing Professional Development	
Travel Costs	
Program Supplies	
Consultancy/Subcontracts	
Communication	
Training Software + Licenses	
	Subtotal
	\$104,568
Alternate Payment Program	
Voucher Payments	
Trustline	
	Subtotal
	\$644,787
Administrative Cost	
(17.5% of Voucher Payments)	
	Subtotal
	\$111,963
	Total
	\$1,042,318

Exhibit B

Budget Summary

Organization: Central Valley Children's Services Network
Services: Emergency Child Care Bridge Program
Contract Term: July 1, 2030-June 30, 2031
Contract Total: \$1,042,318 (Optional)

Budget Categories	Amount	
Salaries		
Up to six (6) Navigators		
0.25 FTE Navigator		
0.20 FTE Navigator		
0.20 FTE Navigator		
0.20 FTE Navigator		
0.20 FTE Navigator		
0.20 FTE Navigator		
Up to two (2) Trauma Informed Coaches/Trainers		
0.50 FTE Trainer		
0.50 FTE Trainer		
Benefits and Taxes		
	Subtotal	\$181,000
Program Costs		
Software System		
Ongoing Professional Development		
Travel Costs		
Program Supplies		
Consultancy/Subcontracts		
Communication		
Training Software + Licenses		
	Subtotal	\$104,568
Alternate Payment Program		
Voucher Payments		
Trustline		
	Subtotal	\$644,787
Administrative Cost		
(17.5% of Voucher Payments)		
	Subtotal	\$111,963
	Total	\$1,042,318

Exhibit C

Insurance Requirements

1. Required Policies

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

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Subrecipient shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Subrecipient's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Subrecipient shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Subrecipient shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.
- (G) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to,

Exhibit C

alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Subrecipient.

Definition of Cyber Risks. “Cyber Risks” include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Subrecipient’s obligations under Article twelve (12) of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Subrecipient’s obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Subrecipient’s obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

2. Additional Requirements

(A) **Verification of Coverage.** Within 30 days after the Subrecipient signs this Agreement, and at any time during the term of this Agreement as requested by the County’s Risk Manager or the County Administrative Office, the Subrecipient shall deliver, or cause its broker or producer to deliver, to the DSSContractinsurance@fresnocountyca.gov, Attention: Contract Analyst.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Subrecipient has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Subrecipient’s policy.
- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

(B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and

Exhibit C

possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Subrecipient shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Subrecipient shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Subrecipient shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Subrecipient or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Subrecipient has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Subrecipient shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Subrecipient waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Subrecipient is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Subrecipient's waiver of subrogation under this paragraph is effective whether or not the Subrecipient obtains such an endorsement.
- (F) **County's Remedy for Subrecipient's Failure to Maintain.** If the Subrecipient fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Subrecipient. The County may offset such charges against any amounts owed by the County to the Subrecipient under this Agreement.
- (G) **Subrecipients.** The Subrecipient shall require and verify that all subrecipients used by the Subrecipient to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Subrecipient to provide services under this Agreement using subrecipients.

Exhibit D

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a Subrecipient's board of directors ("County Subrecipient"), 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 used 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.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit D

(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:	