



# Agenda Item

51

DATE: June 15, 2004

TO: Board of Supervisors

FROM: Susan Thompson, Interim Assistant County Administrative Officer-  
Human Services System  
Julie Hornback, Director, Department of Employment and Temporary Assistance

SUBJECT: Agreements with Community-Based Organizations for Provision of Services to Victims of Domestic Violence (\$185,600)

## RECOMMENDED ACTIONS:

**Approve and authorize the Chairman to execute Agreements with Marjaree Mason Center, Inc., Westside Family Services Network, Inc. and Family Crisis Network of the Greater Coalinga Area, Inc., for provision of services to victims of domestic violence, effective July 1, 2004 through June 30, 2005 (\$185,600).**

Approval of the recommended action will allow Fresno County to maintain existing service levels in metro Fresno County, while increasing service levels to west Fresno County for women and children who are victims of domestic violence with no net County cost. The cost of the recommended Agreements will be financed with collected fees deposited into the Domestic Violence Trust Fund and Temporary Assistance for Needy Families (TANF) Performance Incentive Funds.

## FISCAL IMPACT:

There is no net County cost associated with this action. The cost of the recommended Agreements is \$185,600. This cost will be financed with Marriage License Fees (\$116,000) deposited into the Domestic Violence Trust Fund and one-time TANF Performance Incentive Funds (\$69,600). Deposits to the Domestic Violence Trust Fund are projected at \$10,540 per month for FY 2004-05. A maximum of 8% of the annual Domestic Violence Trust Fund deposits, or \$10,118 will offset costs for administering and monitoring the program. Sufficient appropriations are included in the projected FY 2004-05 Organization 56037103 and Organization 56107001.

ADMINISTRATIVE OFFICE REVIEW

BOARD ACTION: DATE June 15, 2004

APPROVED AS RECOMMENDED XXX

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OTHER



Official Action of  
Board of Supervisors  
Deputy

UNANIMOUS XXX ANDERSON ARAMBULA CASE LARSON WATERSTON

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DISCUSSION:

Fresno County has contracted for domestic violence services since 1989. These services are essential to provide women and children who are victims of abuse with food, shelter and supportive services. These services are supported with Marriage License Fees collected by the County. Additionally, a one-time augmentation of \$69,600 from TANF Performance Incentive Funds is recommended to be added to finance the recommended Agreement with Marjaree Mason Center in FY 2004-05. The County has contracted with the Marjaree Mason Center for the past five years to provide this service. The Huron Chamber of Commerce received Marriage License Fees funding for approximately two years (1998-2000). The Westside Family Services Network agency provided this service under their lead. The Family Crisis Network of the Greater Coalinga Area has not previously received funding through this source.

On February 23, 2004 a Request for Proposal (RFP) for the Victims of Domestic Violence Program (VDVP) was issued to 17 organizations. Three proposals were received in response to the RFP. The Human Resources Advisory Board (HRAB), a Board-appointed citizen's advisory group reviewed the proposals and determined that there was an unmet need for domestic violence services in west Fresno County. As a result, the HRAB voted to recommend that 30% of available funding be allocated to the Family Crisis Network of Greater Coalinga (\$34,800), 30% to the Westside Family Services Network (\$34,800), and 40% to the Marjaree Mason Center (\$46,400). It was the intent of the HRAB to fund each agency at a level that would ensure program viability, as well as to ensure domestic violence services to west Fresno County were being provided.

The Marjaree Mason Center appealed the HRAB's recommendation to your Board on May 11, 2004. Your Board directed staff to accept the HRAB's funding recommendations, with the caveat that additional funding be sought to increase Marjaree Mason Center's funding to its current level of \$116,000. The Department of Employment and Temporary Assistance was able to supplement Marriage License Fees funding with TANF Performance Incentive Funds to meet this request. TANF Performance Incentive Funds are not anticipated to be available for this purpose in subsequent years.

The recommended Agreements provide specific outcomes that will be monitored monthly. The recommended Agreements are for a one-year period and may be terminated by either party by giving an advance 30-day written notice.

ST:ka

**AGREEMENT**

THIS AGREEMENT is made and entered into this 15th day of June, 2004, by and between the County of Fresno, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY" and **THE MARJAREE MASON CENTER, INC.**, a Non-Profit Corporation, whose address is 1600 "M" Street, Fresno, CA 93721, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

WHEREAS, it is the desire of COUNTY to continue sponsoring a domestic violence program in compliance with the California Welfare and Institutions Code, section 18290 *et seq.*; and

WHEREAS, funds are provided for the operation of a program for victims of domestic violence through marriage license fees.

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

**I. SERVICES**

A. CONTRACTOR shall provide all services and responsibilities as set forth in Exhibit A and B, attached hereto and by this reference incorporated herein.

B. CONTRACTOR shall immediately notify COUNTY if fire, natural disaster, an act of God or other circumstances beyond the control of CONTRACTOR renders CONTRACTOR unable to maintain a domestic violence emergency shelter.

C. CONTRACTOR shall provide supervision for the domestic violence shelter facility operated by CONTRACTOR twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.

D. CONTRACTOR shall maintain the shelter facility in accordance with all applicable health, safety, fire and building codes.

E. CONTRACTOR shall provide or arrange other related domestic violence services to residents of the domestic violence shelter facility as set forth in Exhibit A, at the shelter facility or other site mutually agreed upon by COUNTY's Assistant County Administrative Officer (CAO)-Human Services System (HSS) Director, or designee and CONTRACTOR.

1 F. CONTRACTOR shall maintain, at CONTRACTOR's cost, a computer system  
2 with e-mail capacity compatible with COUNTY's computer system.

3 G. In addition, CONTRACTOR shall perform all services and fulfill all  
4 responsibilities as identified in COUNTY's Request for Proposal (RFP) No. 952-3935 dated February  
5 23, 2004 and Addendum No. One (1) dated March 12, 2004, hereinafter collectively referred to as  
6 COUNTY's revised RFP No. 952-3935 and CONTRACTOR's response to said revised RFP, dated  
7 March 26, 2004, all incorporated herein by reference and made part of this Agreement. In the event of  
8 any inconsistency among these documents, the inconsistency shall be resolved by giving precedence  
9 in the following order of priority: 1) to this Agreement, including all Exhibits attached hereto, 2) to  
10 COUNTY's revised RFP, 3) to the response to COUNTY's revised RFP. A copy of COUNTY's RFP  
11 and CONTRACTOR's response, shall be retained and made available during the term of this  
12 Agreement by COUNTY's Contract Coordinator.

13 2. **TERM**

14 This Agreement shall become effective the 1<sup>st</sup> day of July, 2004 and shall terminate on  
15 the 30<sup>th</sup> day of June, 2005.

16 3. **TERMINATION**

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

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

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

27 In no event shall any payment by COUNTY constitute a waiver by COUNTY of  
28 any breach of this Agreement or any default which may then exist on the part of CONTRACTOR.

Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand of CONTRACTOR the repayment to COUNTY of any funds disbursed to CONTRACTOR under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. CONTRACTOR shall promptly refund any such funds upon demand, or at COUNTY's option, such repayment shall be deducted from future payments owing to CONTRACTOR under this Agreement.

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

#### 4. COMPENSATION

A. For domestic violence shelter services, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation in accordance with the budget identified in Exhibit C, attached hereto and by this reference incorporated herein. In no event shall actual services performed under this Agreement be in excess of One Hundred Sixteen Thousand and No/100 Dollars (\$116,000.00) for the term of this Agreement. It is understood that all expenses incidental to CONTRACTOR's performance of services under this Agreement shall be borne by CONTRACTOR. If CONTRACTOR should fail to comply with any provision of this Agreement, COUNTY shall be relieved of its obligation for further compensation.

CONTRACTOR shall be compensated for allowable expenditures under the terms and conditions of this Agreement, as determined by COUNTY upon COUNTY's receipt and verification of required reports and any necessary substantiating documentation, as described in Paragraph Fourteen (14) of this Agreement. Payments shall be made by COUNTY to CONTRACTOR in arrears, for services provided during the preceding month, within forty-five (45) days after the date of receipt by COUNTY of a Monthly Activity Report (MAR) as described in Paragraph Fourteen (14) of this Agreement, and a correctly completed invoice further described in Paragraph Five (5) of this Agreement, for actual expenditures incurred by CONTRACTOR in accordance with Exhibit C. In the event CONTRACTOR fails to provide the invoice and the MAR, it shall be deemed sufficient cause for COUNTY to withhold payments until there is compliance, as

1 further described in Paragraph 5.A herein.

2 B. Notwithstanding any provisions in this Agreement to the contrary,  
3 CONTRACTOR shall comply with all applicable fiscal procedures and regulations of COUNTY in  
4 the expenditure of funds under this Agreement.

5 C. CONTRACTOR shall repay to COUNTY any unused portion of funds received  
6 under this Agreement should the provision of domestic violence shelter services by CONTRACTOR  
7 permanently cease on or before the expiration or termination of this Agreement. Repayment shall be  
8 made in full within sixty (60) days of the receipt by CONTRACTOR of a written demand for payment  
9 from COUNTY's CAO-HSS Director or designee for unused funds.

10 D. Funds not expended by CONTRACTOR in accordance to the terms and  
11 conditions of this Agreement shall revert back to COUNTY.

12 E. COUNTY shall not be obligated to make any payments under this Agreement if  
13 the request for payment is received by COUNTY more than sixty (60) days after the end of each  
14 twelve (12) month period of this Agreement.

15 **5. INVOICING**

16 A. CONTRACTOR shall invoice COUNTY by the tenth (10<sup>th</sup>) of each month for  
17 the prior month's expenses, e-mailed to : [hssadministration@co.fresno.ca.us](mailto:hssadministration@co.fresno.ca.us). The MAR shall  
18 accompany each invoice, as described in Paragraph 4.A and Paragraph Fourteen (14) of this  
19 Agreement. Invoices shall be in a form and in such detail as acceptable to COUNTY's Financial  
20 Services Manager, or designee. No reimbursement for actual services shall be made until the invoice  
21 and MAR are received and reviewed by COUNTY's. In the event that CONTRACTOR fails to  
22 provide the invoices or MAR as provided herein, it shall be deemed sufficient cause for COUNTY to  
23 withhold payments until compliance is established.

24 If the monthly invoice or substantiating documentation is incorrect or if either is  
25 for expenditures not allowable under the terms and conditions of this Agreement, COUNTY shall have  
26 the right to withhold payment as to only that portion of the invoice or MAR that is incorrect or  
27 improper after five (5) days prior written notice to CONTRACTOR. CONTRACTOR agrees to  
28 continue to provide services for a period of ninety (90) days after notification of an incorrect or

1 improper invoice and/or MAR. If after said ninety (90) day period, the invoice(s) and/or MAR is still  
2 not correct to COUNTY's satisfaction, COUNTY may elect to terminate this Agreement, pursuant to  
3 the termination provisions stated in Paragraph Three (3) of this Agreement.

4 B. The MAR must be submitted with monthly invoices via email, as described  
5 hereinabove. Invoices without the MAR will not be paid until the MAR has been received and  
6 matched with the invoice.

7 C. All records and documentation shall be kept in accordance with Paragraph  
8 Thirteen (13) of this Agreement. All costs shall be supported by properly executed payrolls, time  
9 records, contracts, vouchers, orders, or any other substantiating documents pertaining in whole or in  
10 part to this Agreement. In addition, CONTRACTOR shall also furnish to COUNTY such statements,  
11 records, reports, data and information as COUNTY may request pertaining to matters covered by this  
12 Agreement.

13 **6. INDEPENDENT CONTRACTOR**

14 In performance of the work, duties and obligations assumed by CONTRACTOR under  
15 this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of  
16 CONTRACTOR's officers, agents and employees will at all times be acting and performing as an  
17 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,  
18 employee, joint venturer, partner or associate of COUNTY. Furthermore, COUNTY shall have no  
19 right to control or supervise or direct the manner or method by which CONTRACTOR shall perform  
20 its work and function. However, COUNTY shall retain the right to administer this Agreement so as to  
21 verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions  
22 thereof. CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the  
23 rules and regulations, if any, of governmental authorities having jurisdiction over matters which are  
24 directly or indirectly the subject of this Agreement.

25 Because of its status as an independent contractor, CONTRACTOR shall have  
26 absolutely no right to employment rights and benefits available to COUNTY employees.  
27 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees  
28 all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and

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

5 7. **MODIFICATION**

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

8 However, changes to line items in the budget, attached hereto as Exhibit C, and minor  
9 changes as determined by COUNTY's CAO-HSS Director or designee may be made with the written  
10 approval of COUNTY's CAO-HSS Director, or designee and CONTRACTOR. Minor changes  
11 include, but are not limited to changes that will not significantly alter the responsibilities identified in  
12 Paragraph One (1) and Exhibits A and B, and changes in addresses to which notices or invoices are to  
13 be sent. Any changes to the services or budget line items shall not result in any change to the  
14 maximum compensation

15 Where it is determined by COUNTY's CAO-HSS Director or designee that there is a  
16 need to make any changes in the services, fiscal procedures and systems, or the terms and conditions  
17 of this Agreement (including any changes necessary to comply with changes in Federal, State of  
18 California or local laws or regulations), refusal by CONTRACTOR to accept such change(s) shall be  
19 reason for COUNTY to elect to terminate this Agreement, pursuant to the termination provisions  
20 stated in Paragraph Three (3) of this Agreement.

21 Notwithstanding the above, any changes to this Agreement requested either by  
22 COUNTY or CONTRACTOR may only be effected if mutually agreed upon in writing by duly  
23 authorized representatives of the parties hereto. This Agreement shall not be modified or amended or  
24 any rights of a party to it waived except by such a writing.

25 8. **NON-ASSIGNMENT**

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

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1           **9.     HOLD-HARMLESS**

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

12           **10.   INSURANCE**

13           Without limiting COUNTY's right to obtain indemnification from CONTRACTOR or  
14 any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect the  
15 following insurance policies throughout the term of this Agreement:

16           A.     Commercial General Liability

17                     Commercial General Liability Insurance with limits of not less than One Million  
18                     Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million  
19                     Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis.  
20                     COUNTY may require specific coverage including completed operations,  
21                     product liability, contractual liability, Explosion, Collapse, and Underground  
                      (XCU), fire legal liability or any other liability insurance deemed necessary  
                      because of the nature of this Agreement.

22           B.     Automobile Liability

23                     Comprehensive Automobile Liability Insurance with limits for bodily injury of  
24                     not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five  
25                     Hundred Thousand Dollars (\$500,000) per accident and for property damages of  
26                     not less than Fifty Thousand Dollars (\$50,000), or such coverage with a  
27                     combined single limit of Five Hundred Thousand Dollars (\$500,000). Coverage  
                      should include owned and non-owned vehicles used in connection with this  
                      Agreement.

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1 C. Professional Liability

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

6 D. Worker's Compensation

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

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

17 Within thirty (30) days from the date CONTRACTOR signs this Agreement,  
18 CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all of the  
19 foregoing policies, as required herein, to the County of Fresno, 4969 E. McKinley Avenue, Suite 108,  
20 Fresno, California, 93727, Attention: Contracts Section, stating that such insurance coverage's have  
21 been obtained and are in full force; that the County of Fresno, its officers, agents and employees will  
22 not be responsible for any premiums on the policies; that such Commercial General Liability  
23 insurance names the County of Fresno, its officers, agents and employees, individually and  
24 collectively, as additional insured, but only insofar as the operations under this Agreement are  
25 concerned; that such coverage for additional insured shall apply as primary insurance and any other  
26 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be  
27 excess only and not contributing with insurance provided under CONTRACTOR's policies herein;  
28 and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days  
advance, written notice given to COUNTY.

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

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

7 **11. CONFIDENTIALITY**

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

11 **12. NONDISCRIMINATION**

12 **A. Eligibility for Service**

13 CONTRACTOR shall insure that no person shall, on the grounds of race, color,  
14 national origin, ancestry, gender, religion, age, marital status, physical disability, medical condition or  
15 political affiliation be excluded from participation in, be denied the benefits of, or be subjected to  
16 discrimination under the program or activity funded in whole or in part by this Agreement. If an  
17 allegation of discrimination occurs, COUNTY shall withhold any and all funds until CONTRACTOR  
18 can show by clear and convincing evidence, to the satisfaction of COUNTY, that funds provided  
19 under this Public Law were not used in instances of alleged discrimination.

20 **B. Employment Opportunity**

21 CONTRACTOR agrees to comply with the Equal Employment Opportunities  
22 Commission guidelines which forbid discrimination in its employment practices against any individual  
23 on the grounds of race, color, national origin, ancestry, gender, religion, age, marital status, physical  
24 disability, medical condition or political affiliation. These practices include retirement, recruitment,  
25 advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of  
26 compensation, use of facilities and other terms and conditions of employment. CONTRACTOR  
27 understands that failure to comply with these guidelines is grounds for termination of this Agreement.

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1           C.     Suspension of Compensation

2                     If an allegation of discrimination occurs, COUNTY shall withhold all further  
3 funds until CONTRACTOR can show by clear and convincing evidence to the satisfaction of  
4 COUNTY that funds provided under this Agreement were not used in connection with the alleged  
5 discrimination.

6           D.     Nepotism

7                     Except by written consent of COUNTY's CAO-HSS Director, or designee, no  
8 person shall be employed by CONTRACTOR who is related by blood or marriage to any member of  
9 the Board of Directors or any officer of CONTRACTOR.

10         13.     LIMITED ENGLISH PROFICIENCY

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

23         14.     RECORDS

24           A.     Records Establishment and Maintenance

25                     CONTRACTOR shall establish and maintain records in accordance with those  
26 requirements prescribed by COUNTY, with respect to all matters covered by this Agreement.  
27 CONTRACTOR shall retain all fiscal books, accounts records and client files for services performed  
28 under this Agreement for at least four (4) years from the date of final payment each year under this

1 Agreement or until all State of California and Federal audits are completed for that fiscal year,  
2 whichever is later.

3 B. Service Documentation

4 CONTRACTOR agrees to maintain records to verify services under this  
5 Agreement including names and addresses of clients served, the date of service, and a description of  
6 services provided on each occasion. These records and any other COUNTY document pertaining in  
7 whole or part to this Agreement, shall be clearly identified and readily accessible.

8 C. Confidentiality

9 (1) CONTRACTOR shall safeguard all confidential information in  
10 accordance with California Welfare and Institutions Code section 10850.

11 (2) CONTRACTOR shall provide a written procedure to ensure the  
12 confidentiality of records, including those pertaining to any individual provided with domestic  
13 violence prevention or treatment services. The address or location of any domestic violence shelter  
14 project provided by CONTRACTOR shall not be made public, except with prior written approval of  
15 the person or persons responsible for the shelter's operation.

16 15. REPORTS

17 CONTRACTOR shall submit to COUNTY an invoice and MAR within ten (10) days of  
18 the last day of the preceding month for the prior month's services. CONTRACTOR shall also furnish  
19 to COUNTY substantiating documentation, statements, records, reports, data, and information as  
20 COUNTY may request pertaining to matters covered by this Agreement.

21 16. PROPERTY OF COUNTY

22 A. All purchases over Five Thousand and No/100 Dollars (\$5,000.00 shall be  
23 identified as fixed assets with an assigned Fresno County Accounting Inventory Number. These fixed  
24 assets shall be retained by COUNTY, as COUNTY property, in the event this Agreement is terminated  
25 or upon expiration of this Agreement. CONTRACTOR agrees to participate in an annual inventory of  
26 all COUNTY fixed assets and shall be physically present when fixed assets are returned to COUNTY  
27 possession at the termination or expiration of this Agreement. CONTRACTOR is responsible for  
28 returning to COUNTY all COUNTY owned fixed assets, or the monetary value of said fixed assets if

1 unable to produce the fixed assets at the expiration or termination of this Agreement.

2 CONTRACTOR further agrees to the following:

3 (1) To maintain all items of capital equipment in good working order and  
4 condition, normal wear and tear excepted; and

5 (2) To label all items of capital equipment, perform periodic inventories as  
6 required by COUNTY and to maintain an inventory list showing where and how the capital equipment  
7 is being used, in accordance with procedures developed by COUNTY. All such lists shall be  
8 submitted to COUNTY within ten (10) days of any request thereof.

9 (3) To report in writing to COUNTY immediately after discovery of the loss  
10 or theft of any items of capital equipment. For stolen items, the local law enforcement agency must be  
11 contacted and a copy of the police report submitted to COUNTY.

12 B. The purchase of any capital equipment by CONTRACTOR shall require the  
13 prior written approval of COUNTY's, Director or designee, and shall fulfill the provisions of this  
14 Agreement which are appropriate and directly related to CONTRACTOR's services or activity under  
15 the terms of this Agreement. COUNTY may refuse reimbursement for any costs resulting from  
16 capital equipment purchased, which are incurred by CONTRACTOR, if prior written approval has not  
17 been obtained from COUNTY's CAO-HSS Director or designee.

18 **17. SUBCONTRACTS**

19 CONTRACTOR shall be required to assume full responsibility for all services and  
20 activities covered by this Agreement, whether or not CONTRACTOR is providing services directly.  
21 Further, COUNTY shall consider CONTRACTOR to be the sole point of contact with regard to  
22 contractual matters, including payment of any and all charges resulting from this Agreement

23 If CONTRACTOR should propose to subcontract with one or more third parties to carry  
24 out a portion of those services described in CONTRACTOR's response to the revised RFP No. 952-  
25 3418 insofar as it deems proper or efficient, any such subcontract shall be in writing and approved as  
26 to form and content by COUNTY's, Director or designee prior to execution and implementation.  
27 COUNTY's CAO-HSS Director, or designee shall have the right to reject any such proposed  
28 subcontract. Any such subcontract, together with all other activities performed by or caused by

1 CONTRACTOR shall not require compensation greater than the total project budget contained in  
2 Exhibit B. An executed copy of any such subcontract shall be received by COUNTY before any  
3 implementation of such subcontract and shall be retained by COUNTY.

4 CONTRACTOR shall be responsible to COUNTY for the proper performance of any  
5 subcontract. Any subcontractor shall be subject to all of the same terms and conditions that  
6 CONTRACTOR is subject to under this Agreement. No owner, partner, officer or director of  
7 CONTRACTOR shall have any direct monetary interest in any subcontract made by CONTRACTOR.  
8 A direct monetary interest contrary to this Paragraph shall be deemed to exist if an owner, partner,  
9 officer, or director of CONTRACTOR is also an owner, officer, or director of a corporation,  
10 association, or partnership subcontracting with CONTRACTOR.

11 **18. CONFLICT OF INTEREST**

12 No officer, employee, or agent of COUNTY who exercises any function or  
13 responsibility for planning and carrying out of the services provided under this Agreement shall have  
14 any direct or indirect personal financial interest in this Agreement. CONTRACTOR shall comply  
15 with all Federal, State of California and local conflict of interest laws, statutes, and regulations, which  
16 shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee or  
17 agent of COUNTY.

18 **19. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

19 CONTRACTOR, its officers, consultants, contractors, agents and employees shall:

20 A. Comply with all applicable State of California, Federal, and local laws and  
21 regulations governing projects that utilize Federal funds.

22 B. Not directly or indirectly use any of the funds provided under this Agreement for  
23 publicity, lobbying or propaganda purposes designed to support or defeat legislation pending before  
24 the Congress of the United States or the Legislature of the State of California.

25 C. Not directly or indirectly use any of the funds under this Agreement for any  
26 political activity or to further the election or defeat of any candidate for public office.

27 **20. SHELTER STANDARDS**

28 CONTRACTOR shall adhere to the shelter standards as specified in said Exhibit A,

1 pertaining to the shelter site and individuals residing at the shelter facility.

2 **21. COUNTY APPROVAL REGARDING PRINTED MATERIAL**

3 COUNTY shall have access to any report, preliminary findings or subject data  
4 assembled by CONTRACTOR under this Agreement. All such materials developed under the terms  
5 of this Agreement shall acknowledge COUNTY as the funding agent of the publication. In addition,  
6 CONTRACTOR must receive written permission from COUNTY's CAO-HSS Director or designee,  
7 prior to publication of any materials developed under this Agreement and file with COUNTY a copy  
8 of all educational and training materials, curricula, audio/visual aids, printed material and periodicals  
9 created pursuant to the terms and conditions of this Agreement prior to publication of such materials.

10 **22. GRIEVANCES**

11 CONTRACTOR shall establish and maintain procedures for handling client complaints  
12 and/or grievances.

13 **23. ADMINISTRATION**

14 This Agreement shall be administered by COUNTY's CAO-HSS Director, or designee.

15 **24. AUDITS AND INSPECTIONS**

16 CONTRACTOR shall cooperate fully with COUNTY, State of California and Federal  
17 agencies which shall have the right to monitor and audit all work performed under this Agreement.  
18 COUNTY shall notify CONTRACTOR in writing within thirty (30) days of any potential State of  
19 California and/or Federal exception discovered during an examination. Where findings indicate that  
20 program requirements are not being met, and State of California or Federal participation in this  
21 program may be imperiled in the event that corrections are not accomplished by CONTRACTOR  
22 within thirty (30) days, written notification by COUNTY to CONTRACTOR shall constitute  
23 COUNTY's intent to terminate this Agreement.

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



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

5 **25. NOTICES**

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

8 COUNTY

9 Assistant CAO-HSS  
10 2600 Ventura Street, 2<sup>nd</sup> Floor  
11 Fresno, CA 93750

CONTRACTOR

Executive Director,  
The Marjaree Mason Center, Inc.  
1600 "M" Street  
Fresno, CA 93721

12 Any and all notices between COUNTY and CONTRACTOR provided for or permitted  
13 under this Agreement, or by law, shall be in writing and shall be deemed duly served when personally  
14 delivered to one of the parties, or in lieu of such personal service, when deposited in the United States  
15 Mail, postage prepaid, addressed to such party.

16 **26. GOVERNING LAW**

17 The parties agree, that for purposes of venue, performance under this Agreement is to be  
18 in Fresno County, California.

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

21 **27. ENTIRE AGREEMENT**

22 This Agreement, including all Exhibits, COUNTY's revised RFP No. 952-3935 and  
23 CONTRACTOR's response thereto, constitutes the entire agreement between CONTRACTOR and  
24 COUNTY with respect to the subject matter hereof and supersedes all previous agreement  
25 negotiations, proposals, commitments, writings, advertisements, publications and understandings of  
26 any nature whatsoever unless expressly included in this Agreement.

27 ///

28 ///

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

3 ATTEST:

4 **CONTRACTOR:**  
5 **THE MARJAREE MASON CENTER, INC.**

**COUNTY OF FRESNO**

6  
7 By Barbara Morgan

By Susan B. Anderson

Chairman, Board of Supervisors

8 Print Name: Barbara Morgan

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

Date: JUN 15 2004

12 Date: 5-27-04

BERNICE E. SEIDEL, Clerk  
Board of Supervisors

13 By Lubov N Pavlenko

14 Print Name: Lubov N Pavlenko

15 Title: C.F.O.

16 Secretary (of Corporation), or  
17 any Assistant Secretary, or  
18 Chief Financial Officer, or  
19 any Assistant Treasurer

By [Signature]

Date: JUN 15 2004

20 Date: 5-27-04

21 Tax I.D. No.: 94-1156639

22 Mailing Address:  
23 1600 "M" Street  
24 Fresno, CA 93721  
25 Phone No.: (559) 237-4706  
26 Contact: Executive Director  
27  
28

1 APPROVED AS TO ACCOUNTING FORM:  
2 VICKI CROW, C.P.A., AUDITOR-CONTROLLER  
3 TREASURER-TAX COLLECTOR

4  
5 By Bill Casey

Date: 6/4/04

6 APPROVED AS TO LEGAL FORM  
7 DENNIS A. MARSHALL,  
8 INTERIM COUNTY COUNSEL

9  
10 By D. Marshall

Date: 6/2/04

11  
12 REVIEWED AND RECOMMENDED  
13 FOR APPROVAL:

14  
15 By Susan Thompson  
16 Susan Thompson, Interim Assistant CAO

Date: 6/01/04

17 REVIEWED AND RECOMMENDED  
18 FOR APPROVAL:

19  
20 By Julie Hornback  
21 Julie Hornback, Director  
22 Employment and Temporary Assistance

Date: 6.1-04

23 Fund/Subclass: 0001/10000  
24 Organization: 56037103  
25 Account/Program: 7295/0

26 EMPLOYMENT AND TEMPORARY ASSISTANCE

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

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### Shelter Standards

1. A shelter shall provide a clean, safe and healthy environment, which is consistent with conventional social services practices and which respects individual needs and human dignity.
2. A shelter must meet all local government building standards and inspection requirements.
3. The physical layout of the shelter shall provide living, kitchen, and dining facilities separate from sleeping areas, if such facilities are provided on a congregate basis. The shelter shall include provision of a lounge for recreation or congregation. Telephone service for residents shall be provided separately from the office telephone in order to allow for privacy.
4. Physical environment of a shelter shall be appropriate to meet the needs of residents and to provide an attractive and pleasant atmosphere.
5. A shelter shall ensure an adequate supply of linen available for each bed, including bath towels, shower curtains, pillowcases, sheets, blankets, and waterproof mattress covers. Bed linens shall be changed with change of resident and, if occupied continuously by one person, changed as needed, or at least once a week.
6. Residents shall not be locked in any portion of the shelter without means of exit.
7. The physical conditions of the shelter's plan and equipment shall be maintained on a planned basis.
8. Every shelter shall provide appropriate measures to safeguard and account for personal articles of residents, which are brought to the shelter, and any cash entrusted to the care or control of the provider.
9. Staffs of County funded shelters are expected to respect an individual's right to privacy. Entry into an individual's room or inspection of a person's private belongings should occur only on the basis of legal authority or in case of emergency.
10. If an individual or family who receives shelter or supportive services under this agreement violates program requirements, the contractor may terminate assistance in accordance with a formal process established by the contractor, and approved by the County, that recognizes the rights of individual affected, and may include a hearing.

I. LEGAL NAME OF ORGANIZATION: MARJAREE MASON CENTER

PROJECT TITLE : EMERGENCY SHELTER (VICTIMS OF DOMESTIC VIOLENCE)

MAILING ADDRESS: 1600 M STREET

PROJECT SITE ADDRESS: FRESNO CA 93721

CONTRACT PERIOD: JULY 01, 2004 TO JUNE 30, 2005

**TOTAL BUDGET FOR THIS PROJECT BY INCOME SOURCE:**

<u>SOURCE</u>	<u>FUNDING PERIOD</u>	<u>AMOUNT</u>
MMC DONATION & FUNDRAISING	JULY 01, 2004-JUNE 30, 2005	23,200
STATE OF CA OES FUNDING	JULY 01, 2004-JUNE 30, 2005	46,000
COUNTY ESG	JULY 01, 2004-JUNE 30, 2005	82,449
COUNTY MLF	JULY 01, 2004-JUNE 30, 2005	116,000
<b>TOTAL</b>		<b>\$ 267,649</b>

II. PROJECT DESCRIPTION:

The Marjaree Mason Center seeks to reduce the incidence of domestic violence in Fresno County. Services provided include: a 24 hour per day, 365 days per year crisis hotline; emergency shelter for women and child victims of domestic violence; children's education programs at the Center's Discovery Room; temporary housing and food facilities; counseling; urban and rural drop-in services; transportation in cases of emergency and community involvement.

AGENCY HOURS/DAYS: FROM 9a.m. TO 3p.m.  
TOTAL SERVICE DAYS: 365

NUMBER OF SERVICES DAYS IN:

JULY	<u>31</u>	NOVEMBER	<u>30</u>	MARCH	<u>31</u>
AUGUST	<u>31</u>	DECEMBER	<u>31</u>	APRIL	<u>30</u>
SEPTEMBER	<u>30</u>	JANUARY	<u>31</u>	MAY	<u>31</u>
OCTOBER	<u>31</u>	FEBRUARY	<u>28</u>	JUNE	<u>30</u>

### III. ETHNICITY

Caucasian	350
Hispanic	537
African-American	133
American Indian	16
Asian/Pac Island.	15
Filipino	
Cambodian	
Laotian	
Hmong	49
Vietnamese	
Other-Specify	
<b>Total APPROX.</b>	<b>1100</b>

### AGE

0 - 5	
0-12	187
13 - 17	72
18 - 34	482
35 - 54	318
55 - 59	
60 - 64	41
65+	
<b>Total</b>	<b>1100</b>

### SEX

FEMALE	921
MALE	179
<b>Total</b>	<b>1100</b>

### RESIDENCE

#### METROPOLITAN FRESNO Zip Codes Served

93701	46	Auberry	93602
93702	83	Big Creek	93605
93703	63	Biola	93606
93704	39	Burrell	93607
93705	103	Cantua Creek	93608
93706	57	Caruthers	93609
93710	37	Coalinga	93210
93711	25	Del Rey	93616
93720	104	Dos Palos	93620
93721	91	Dunlap	93621
93722	29	Firebaugh	93622
93725	51	Five Points	93624
93726	51	Fowler	93625
93727	87	Friant	93626
93728	47	Helm	93627
		Hume	93628
Pinedale		Huntington Lake	93629
93650	3	Huron	93634
		Kerman	93630
Clovis			
93611	3		
93612	21		
93613			

#### SURROUNDING FRESNO COMMUNITIES

11	Kingsburg	93631
	Lakeshore	93634
	Laton	93242
	Mendota	93640 8
	Miramonte	93641
9	Mono Hot Springs	93642 2
10	Orange Cove	93646 2
6	Parlier	93648 8
	Piedra	93649 2
	Prather City	93651
5	Raisin City	93652
	Reedley	93654 16
5	Riverdale	93656 3
	Sanger	93657 21
	San Joaquin	93660 2
	Selma	93662 25
	Shaver Lake	93664
	Squaw Valley	93675
22	Tollhouse	93667
	Tranquility	93668 3

TOTAL For Metropolitan Fresno:

TOTAL For Surrounding Fresno County Communities:

940

160

Handicapped:

TOTAL 1100

#### IV. SERVICES

##### A. Long Range Goals:

To reduce domestic violence incidents in Fresno County.

##### B. Outcomes (to be accomplished within the contract period):

###### Short-term Outcomes

1. Victims of domestic violence will have an increased level of safety.
2. Child victims of domestic violence will demonstrate improved socialization.

##### C. Outcome Indicators:

1a. Of 840 adult clients that receive domestic violence services and emergency shelter 45% (378) will indicate on evaluation forms that services received increased their ability to create and maintain a violence-free home and develop a safety plan.

1b. Of 840 domestic violence victims that receive services from MMC 25% (210) will indicate that their level of safety increased as a result of legal referrals and advocacy. This will be measured on the exit evaluation form.

2. Of 187 children of DV clients ages 2-12, 45% (84) will show improved socialization such as positive interaction with adults and children as documented on the Recreation Education Specialist staff logs and reported on the exit evaluation by the mother.

##### D. Specific Activities:

1. Case Management: 951 Case Management sessions will be provided to 354 clients.
2. Safety Plans: Staff will assist 917 clients to develop a safety plan.
3. Legal Advocacy: 217 hours of legal advocacy will be provided to 335 clients.
4. Legal Referrals: 303 legal referrals will be made to 217 clients.
5. Crisis Intervention Services: 1100 women and children will receive crisis intervention services.
6. Community Education presentations: 24 community education presentations will be provided to adults and teens.
7. Structured Play: 1500 hours of structured play will be provided.

#### V. PROJECT PERSONNEL

Title/Position	#	% of Time on Project (each)
Case Manager 1	3	50%
Case Manager 2	2	50%
Family Support Specialist	1	50%
Family Support Services Supervisor	1	40%

## BUDGET

Exhibit C  
Page 1 of 3I. PROGRAM BUDGETNAME OF ORGANIZATION : MARJAREE MASON CENTERNAME OF PROJECT: EMERGENCY SHELTER (VICTIMS OF DOMESTIC VIOLENCE PROG)

Budget Categories	Account Number	Amount
<u>SALARIES &amp; BENEFITS</u>		
Personnel Salaries		\$ 80,592
Payroll Taxes		\$ 7,640
Benefits		\$ 13,434
Subtotal .....		<u>\$ 101,666</u>
<u>SERVICE &amp; SUPPLIES</u>		
Insurance		\$ 7,810
Communications		\$ 960
Office Expense		
Equipment		\$ 600
Facilities		
Travel Costs		\$ 1,116
Program Supplies		\$ 2,145
Consultancy		
Fiscal & Audit		
<u>Other Costs (indirect)</u>		<u>\$ 1,703</u>
Subtotal.....		<u>\$ 14,334</u>
TOTAL		<u>\$ 116,000</u>



## BUDGET

Exhibit C  
Page 2 of 3**II. PERSONNEL & EMPLOYEE BENEFITS**NAME OR ORGANIZATION: MARJAREE MASON CENTERNAME OF PROJECT: EMERGENCY SHELTER (VICTIMS OF DOMESTIC VIOLENCE PROG)**PERSONNEL/SALARIES:**

Position and/or Title	No. of Persons	% FTE	FTE Monthly Salary	Monthly Salary Applied to Project	No. of Months	Approx. Percent of Time on Project	Total Cost
CASE MANAGER I	1	100%	\$ 1,804	\$ 902	12	50%	\$ 10,824
CASE MANAGER I	1	100%	\$ 1,804	\$ 902	12	50%	\$ 10,824
CASE MANAGER I	1	100%	\$ 2,216	\$ 1,108	12	50%	\$ 13,296
CASE MANAGER II	1	100%	\$ 2,028	\$ 1,013	12	50%	\$ 12,156
CASE MANAGER II	1	100%	\$ 2,028	\$ 1,013	12	50%	\$ 12,156
FAMILY SUPPORT SERVICES							
SUPERVISOR	1	100%	\$ 2,525	\$ 1,010	12	40%	\$ 12,120
FAMILY SUPPORT SPECIALIST	1	100%	\$ 1,536	\$ 768	12	50%	\$ 9,216
TOTAL SALARIES							\$ 80,592

**EMPLOYEE BENEFITS:**

1. FICA	@ 0.765%	\$ 6,165
2. SUI	@ 6.2% first \$7,000 x 3.4 FTE	\$ 1,475
3. Retirement	@ 3%	\$ 2,418
4. Health Insurance	\$270/month x 3.4 FTE	\$ 11,016
TOTAL EMPLOYEE BENEFITS		\$ 21,074
TOTAL (Personnel Salaries & Benefits)		\$ 101,666

## BUDGET

Exhibit C  
Page 3 of 3III. PROGRAM BUDGET DETAILNAME OF ORGANIZATION: MARJAREE MASON CENTERNAME OF PROJECT: EMERGENCY SHELTER (VICTIMS OF DOMESTIC VIOLENCE PROG)

Account Number	Category Descriptions	Subtotal	Total
0100	Personnel Salary	\$ 80,592	
0150	Payroll Taxes (FICA & SUI)	\$ 7,640	
0200	Employee Benefits (retirement & Health)	\$ 13,434	
	<b>Subtotal (Personnel Expense)</b>		<b>\$ 101,666</b>
0250	Insurance		<b>\$ 7,810</b>
0251	Workers compensation	\$ 6,310	
0252	General Liability	\$ 1,500	
0300	Communication		<b>\$ 960</b>
0301	\$80/month x 12 months	\$ 960	
0400	Equipment		<b>\$ 600</b>
0402	\$50/month x 12 months	\$ 600	
0500	Travel Costs		<b>\$ 1,116</b>
0501	Staff Mileage '@\$.31/mile @ 300 miles/mo	\$ 1,116	
0550	Program Supplies		<b>\$ 2,145</b>
0552	Educational Materials	\$ 1,365	
0553	Other - Brochure, Printing Materials	\$ 780	
0700	Other Costs		<b>\$ 1,703</b>
	Indirect Cost	\$ 1,703	
	<b>Subtotal for Operating Expense</b>		<b>\$ 14,334</b>
	<b>TOTAL for project</b>		<b>\$ 116,000</b>