



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 WESTSIDE FAMILY SERVICES NETWORK, a Non-Profit Corporation, whose address is 36678 S. Lassen Avenue, Huron, CA 93234, 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:

1. SERVICES

A. CONTRACTOR shall perform all services and fulfill all responsibilities as identified in COUNTY's Request for Proposal (RFP) No. 952-3935 dated February 23, 2004 and Addendum No. One (1) dated March 12, 2004, hereinafter collectively referred to as COUNTY's revised RFP No. 952-3935 and CONTRACTOR's response to said revised RFP, dated March 26, 2004, all incorporated herein by reference and made part of this Agreement.

B. CONTRACTOR shall provide or arrange domestic violence services to residents of Fresno County at a site mutually agreed upon by COUNTY's Assistant County Administrative Officer-Human Services System (CAO-HSS) or designee and CONTRACTOR.

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

D. In addition, CONTRACTOR shall provide all services and responsibilities as set forth in Exhibit A, attached hereto and by this reference incorporated herein. In the event of any inconsistency among these documents, the inconsistency shall be resolved by giving precedence in the following order of priority: 1) to this Agreement, including all Exhibits attached hereto, 2) to

COUNTY's revised RFP, 3) to the response to COUNTY's revised RFP. A copy of COUNTY's RFP and CONTRACTOR's response, shall be retained and made available during the term of this Agreement by COUNTY's Contract Coordinator.

2. **TERM**

This Agreement shall become effective the 1st day of July, 2004 and shall terminate on the 30th day of June, 2005.

3. **TERMINATION**

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

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

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

In no event shall any payment by COUNTY constitute a waiver by COUNTY of 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 Assistant CAO-HSS or designee upon the giving of thirty (30) days advance written notice of an intention to terminate.

1 **4. COMPENSATION**

2 A. For domestic violence services, COUNTY agrees to pay CONTRACTOR and
3 CONTRACTOR agrees to receive compensation in accordance with the budget identified in Exhibit
4 B, attached hereto and by this reference incorporated herein. In no event shall actual services
5 performed under this Agreement be in excess of Thirty-Four Thousand Eight Hundred and No/100
6 Dollars (\$34,800.00) for the term of this Agreement. It is understood that all expenses incidental to
7 CONTRACTOR's performance of services under this Agreement shall be borne by CONTRACTOR.
8 If CONTRACTOR should fail to comply with any provision of this Agreement, COUNTY shall be
9 relieved of its obligation for further compensation.

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

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

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

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

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

6 **5. INVOICING**

7 A. CONTRACTOR shall invoice COUNTY by the tenth (10th) of each month for
8 the prior month's expenses, e-mailed to : hssadministration@co.fresno.ca.us. The MAR shall
9 accompany each invoice, as described in Paragraph 4.A and Paragraph Fourteen (14) of this
10 Agreement. Invoices shall be in a form and in such detail as acceptable to COUNTY's HSS Financial
11 Services Manager, or designee. No reimbursement for actual services shall be made until the invoice
12 and MAR are received and reviewed by COUNTY. In the event that CONTRACTOR fails to provide
13 the invoices or MAR as provided herein, it shall be deemed sufficient cause for COUNTY to withhold
14 payments until compliance is established.

15 If the monthly invoice or substantiating documentation is incorrect or if either is
16 for expenditures not allowable under the terms and conditions of this Agreement, COUNTY shall have
17 the right to withhold payment as to only that portion of the invoice or MAR that is incorrect or
18 improper after five (5) days prior written notice to CONTRACTOR. CONTRACTOR agrees to
19 continue to provide services for a period of ninety (90) days after notification of an incorrect or
20 improper invoice and/or MAR. If after said ninety (90) day period, the invoice(s) and/or MAR is still
21 not correct to COUNTY's satisfaction, COUNTY may elect to terminate this Agreement, pursuant to
22 the termination provisions stated in Paragraph Three (3) of this Agreement.

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

26 C. All records and documentation shall be kept in accordance with Paragraph
27 Thirteen (13) of this Agreement. All costs shall be supported by properly executed payrolls, time
28 records, contracts, vouchers, orders, or any other substantiating documents pertaining in whole or in

1 part to this Agreement. In addition, CONTRACTOR shall also furnish to COUNTY such statements,
2 records, reports, data and information as COUNTY may request pertaining to matters covered by this
3 Agreement.

4 **6. INDEPENDENT CONTRACTOR**

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

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

24 **7. MODIFICATION**

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

27 However, changes to line items in the budget, attached hereto as Exhibit B, and minor
28 changes as determined by COUNTY's Assistant CAO-HSS or designee may be made with the written

1 approval of COUNTY's Assistant CAO-HSS or designee and CONTRACTOR. Minor changes
2 include, but are not limited to changes that will not significantly alter the responsibilities identified in
3 Paragraph One (1) and Exhibits A and B, and changes in addresses to which notices or invoices are to
4 be sent. Any changes to the services or budget line items shall not result in any change to the
5 maximum compensation

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

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

16 **8. NON-ASSIGNMENT**

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

19 **9. HOLD-HARMLESS**

20 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request,
21 defend COUNTY, its officers, agents and employees from any and all costs and expenses, including
22 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to
23 COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers,
24 agents or employees under this Agreement, and from any and all costs and expenses, including
25 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any
26 person, firm or corporation who may be injured or damaged by the performance, or failure to perform,
27 of CONTRACTOR, its officers, agents or employees under this Agreement. In addition,
28 CONTRACTOR agrees to indemnify COUNTY for Federal, State of California and/or local audit

1 exceptions resulting from noncompliance herein on the part of CONTRACTOR.

2 **10. INSURANCE**

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

6 A. Commercial General Liability

7 Commercial General Liability Insurance with limits of not less than One Million
8 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million
9 Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis.
10 COUNTY may require specific coverage including completed operations,
11 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.

12 B. Automobile Liability

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

18 C. Professional Liability

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

22 D. Worker's Compensation

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

25 CONTRACTOR shall obtain endorsements to the Commercial General Liability
26 insurance naming the County of Fresno, its officers, agents, and employees, individually and
27 collectively, as additional insured, but only insofar as the operations under this Agreement are
28 concerned. Such coverage for additional insured shall apply as primary insurance and any other

1 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be
2 excess only and not contributing with insurance provided under CONTRACTOR's policies herein.
3 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance
4 written notice given to COUNTY.

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

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

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

24 **11. CONFIDENTIALITY**

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

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1 **12. NONDISCRIMINATION**

2 A. Eligibility for Service

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

10 B. Employment Opportunity

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

18 C. Suspension of Compensation

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

23 D. Nepotism

24 Except by written consent of COUNTY's Assistant CAO-HSS or designee no
25 person shall be employed by CONTRACTOR who is related by blood or marriage to any member of
26 the Board of Directors or any officer of CONTRACTOR.

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1 **13. RECORDS**

2 A. Records Establishment and Maintenance

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

5 CONTRACTOR shall retain all fiscal books, accounts records and client files for services performed
6 under this Agreement for at least four (4) years from the date of final payment each year under this
7 Agreement or until all State of California and Federal audits are completed for that fiscal year,
8 whichever is later.

9 B. Service Documentation

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

14 C. Confidentiality

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

17 (2) CONTRACTOR shall provide a written procedure to ensure the
18 confidentiality of records, including those pertaining to any individual provided with domestic
19 violence prevention or treatment services.

20 **14. REPORTS**

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

25 **15. PROPERTY OF COUNTY**

26 A. All purchases over Five Thousand and No/100 Dollars (\$5,000.00) shall be
27 identified as fixed assets with an assigned Fresno County Accounting Inventory Number. These fixed
28 assets shall be retained by COUNTY, as COUNTY property, in the event this Agreement is terminated

1 or upon expiration of this Agreement. CONTRACTOR agrees to participate in an annual inventory of
2 all COUNTY fixed assets and shall be physically present when fixed assets are returned to COUNTY
3 possession at the termination or expiration of this Agreement. CONTRACTOR is responsible for
4 returning to COUNTY all COUNTY owned fixed assets, or the monetary value of said fixed assets if
5 unable to produce the fixed assets at the expiration or termination of this Agreement.

6 CONTRACTOR further agrees to the following:

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

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

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

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

22 **16. SUBCONTRACTS**

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

27 If CONTRACTOR should propose to subcontract with one or more third parties to carry
28 out a portion of those services described in CONTRACTOR's response to the revised RFP No. 952-

1 3935 insofar as it deems proper or efficient, any such subcontract shall be in writing and approved as
2 to form and content by COUNTY's Assistant CAO-HSS or designee prior to execution and
3 implementation. COUNTY's Assistant CAO-HSS or designee shall have the right to reject any such
4 proposed subcontract. Any such subcontract, together with all other activities performed by or caused
5 by CONTRACTOR shall not require compensation greater than the total project budget contained in
6 Exhibit B. An executed copy of any such subcontract shall be received by COUNTY before any
7 implementation of such subcontract and shall be retained by COUNTY.

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

15 **17. CONFLICT OF INTEREST**

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

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

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

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

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

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

3 19. **COUNTY APPROVAL REGARDING PRINTED MATERIAL**

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

11 20. **GRIEVANCES**

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

14 21. **ADMINISTRATION**

15 This Agreement shall be administered by COUNTY's Assistant CAO-HSS or designee.

16 22. **AUDITS AND INSPECTIONS**

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

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

1 compliance with the terms of this Agreement.

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

6 **23. NOTICES**

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

9 COUNTY

CONTRACTOR

10 Interim Assistant CAO
11 Human Services System
12 2600 Ventura Street, 2nd Floor
Fresno, CA 93750

Executive Director,
Westside Family Services Network
36678 S. Lassen Avenue
Huron, CA 93234

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

17 **24. GOVERNING LAW**

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

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

22 **25. ENTIRE AGREEMENT**

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

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 **WESTSIDE FAMILY SERVICES**
6 **NETWORK**

COUNTY OF FRESNO

7 By

8 Print Name:

9 Title:

10 Chairman
11 Chairman of the Board, or
12 President, or any Vice President

13 Date:

14 By

15 Print Name:

16 Title:

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

22 Date:

23 Tax I.D. No.: 77-0305164

24 Mailing Address:

25 36678 S. Lassen Avenue

26 Huron, CA 93234

27 Phone No.: (559) 945-1022

28 Contact: Executive Director

By

Chairman, Board of Supervisors

Date:

JUN 15 2004

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By

Date:

JUN 15 2004

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

4
5 By Bill Crow
6

Date: 6/4/04

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

10 By D. Marshall
11

Date: 6/2/04

12 REVIEWED AND RECOMMENDED
13 FOR APPROVAL:

14
15 By Susan Thompson
16 Susan Thompson, Interim Assistant CAO
17 Human Services System

Date: 4/1/04

18
19
20
21 Fund/Subclass: 0001/10000
22 Organization: 56037103
23 Account/Program: 7295/0

24 KEP:rgs
25 2014adx
26
27
28

I. LEGAL NAME OF ORGANIZATION: Westside Family Services Network
 PROJECT TITLE : Victims of Domestic Violence Program
 MAILING ADDRESS: P.O. Box 898, Huron, CA 93234
 PROJECT SITE ADDRESS: 36678 S. Lassen Avenue, Huron CA 93234
 CONTRACT PERIOD: July 1, 2004 - June 30, 2005

TOTAL BUDGET FOR THIS PROJECT BY INCOME SOURCE:

SOURCE	FUNDING PERIOD	AMOUNT
Victims of Domestic Violence Prog (MLF)	July 2004 - June 2005	34,800
Promoting Safe and Stable Families (PSSF)	October 2003 - September 2004	150,000
TOTAL		\$ 184,800

II. PROJECT DESCRIPTION:

This project will provide services aimed at reducing domestic violence in west Fresno County. Services include a 24-hour crisis line, case management, transportation to services, translation and interpretation, anger management, parenting, self-esteem and self-defense classes.

AGENCY HOURS/DAYS: FROM 8:00 am TO 6:00 pm
 TOTAL SERVICE DAYS: 355

NUMBER OF SERVICES DAYS IN:

JULY	<u>31</u>	NOVEMBER	<u>27</u>	MARCH	<u>30</u>
AUGUST	<u>29</u>	DECEMBER	<u>31</u>	APRIL	<u>30</u>
SEPTEMBER	<u>29</u>	JANUARY	<u>29</u>	MAY	<u>31</u>
OCTOBER	<u>30</u>	FEBRUARY	<u>28</u>	JUNE	<u>30</u>

III. ETHNICITY

Caucasian	4
Hispanic	62
African-American	
American Indian	
Asian/Pac Island.	
Filipino	
Cambodian	
Laotian	
Hmong	
Vietnamese	
Other-Specify	
Total	66

AGE

0 - 5	8
6 - 12	9
13 - 17	9
18 - 34	20
35 - 54	18
55 - 59	2
60 - 64	
65+	
Total	66

SEX

FEMALE	50
MALE	16
Total	66

RESIDENCE

METROPOLITAN FRESNO
Zip Codes Served

SURROUNDING FRESNO COMMUNITIES

93701	Auberry	93602	Kingsburg	93631
93702	Big Creek	93605	Lakeshore	93634
93703	Biola	93606	Laton	93242
93704	Burrell	93607	Mendota	93640
93705	Cantua Creek	93608	Miramonte	93641
93706	Caruthers	93609	Mono Hot Springs	93642
93710	Coalinga	93210	Orange Cove	93646
93711	Del Rey	93616	Parlier	93648
93720	Dos Palos	93620	Piedra	93649
93721	Dunlap	93621	Prather City	93651
93722	Firebaugh	93622	Raisin City	93652
93725	Five Points	93624	Reedley	93654
93726	Fowler	93625	Riverdale	93656
93727	Friant	93626	Sanger	93657
93728	Helm	93627	San Joaquin	93660
	Hume	93628	Selma	93662
Pinedale	Huntington Lake	93629	Shaver Lake	93664
93650	Huron	93234	Squaw Valley	93675
	Kerman	93630	Tollhouse	93667
			Tranquility	93668
Clovis				
93611				
93612				
93613				

TOTAL For Metropolitan Fresno:

TOTAL For Surrounding Fresno County Communities:

Handicapped:

TOTAL

IV. SERVICES

A. Long Range Goals:

Reduce the incidence of domestic violence in west Fresno County.

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

1. Victims of domestic violence will experience healthier relationships with their children and spouses.
2. Parents will have improved parenting skills.

C. Outcome Indicators:

- 1a. Of 36 clients seeking a restraining order, 75% will successfully obtain the order.
- 1b. Of 40 clients participating in self-esteem classes, support groups and/or self-defense classes, 75% will report they have improved self-esteem.
2. Of 30 clients participating in parenting classes, 75% will indicate improved parenting skills as measured by pre- and post tests.

D. Specific Activities:

1. Transportation
2. Work with courts and police to obtain restraining orders
3. Parenting classes- 1 time per week for 13 weeks, 1 1/2 hours per class
4. Support groups- 1 time per week for 13 weeks, 1 1/2 hours per class
5. Self-esteem classes- 1 time per week for 13 weeks, 1 1/2 hours per class
6. Self-defense classes- 1 time per week for 13 weeks, 1 hour per class

V. PROJECT PERSONNEL

Listing of Positions:

<u>Title/Position</u>	<u>#</u>	<u>% of Time on Project</u>
Director	1	30%
Secretary	1	50%
Case Managers	2	30%
Volunteer Secretaries	2	50%

BUDGET

Exhibit B
Page 1 of 3I. PROGRAM BUDGETNAME OF ORGANIZATION : WESTSIDE FAMILY SERVICES NETWORKNAME OF PROJECT: VICTIMS OF DOMESTIC VIOLENCE PROGRAM

Budget Categories	Account Number	Amount
<u>SALARIES & BENEFITS</u>		
Personnel Salaries	0100	\$ 18,000
Payroll Taxes	0150	\$ 2,655
Benefits	0200	\$ -
Subtotal		<u>\$ 20,655</u>
<u>SERVICE & SUPPLIES</u>		
Insurance	0250	\$ 4,458
Communications	0300	\$ 2,100
Office Expense	0350	\$ 480
Equipment	0400	\$ 827
Travel Costs	0500	\$ 3,600
Program Supplies	0550	\$ 600
Consultancy	0600	\$ -
Fiscal & Audit	0650	\$ 2,080
Other Costs	0700	\$ -
 <u>Subtotal.....</u>		
		<u>\$ 14,145</u>
TOTAL		<u>\$ 34,800</u>

NAME OR ORGANIZATION: WESTSIDE FAMILY SERVICES NETWORK

NAME OF PROJECT: VICTIMS OF DOMESTIC VIOLENCE PROGRAM

[illegible]

1. FICA	\$ 1,377
2. SUI	\$ 1,134
3. FUTA	\$ 144
4. Health Insurance	\$ -
TOTAL EMPLOYEE BENEFITS	\$ 2,655
TOTAL (Personnel Salaries & Benefits)	\$20,655

BUDGET

Exhibit B
Page 3 of 3III. PROGRAM BUDGET DETAIL

NAME OF ORGANIZATION:

WESTSIDE FAMILY SERVICES NETWORK

NAME OF PROJECT:

VICTIMS OF DOMESTIC VIOLENCE PROGRAM

Account Number	Category Descriptions	Subtotal	Total
0100	Salaries	\$ 18,000.00	\$ 18,000.00
0150	Payroll Taxes	\$ 2,655.00	\$ 2,655.00
0250	Insurance		\$ 4,458.00
0251	Worker Comp (Quarterly 2.64 of total wages.)	\$ 1,900.00	
0252	General Liability Insurance (Annual Total 2834.58. Proportional allocation based on total grant proceeds (34800/150000))	\$ 658.00	
0253	Additional Insurance Coverage for Staff Transportation of Clients	\$ 1,900.00	
0301	Monthly Phone Service (Monthly cell phone expense for two phones \$175.)	\$ 2,100.00	\$ 2,100.00
0351	Office Supplies (Monthly office supplies \$40.)	\$ 480.00	\$ 480.00
0401	Equipment (Purchase Digital Camera \$600.) (Purchase 2 Cell Phones \$227.)	\$ 827.00	\$ 827.00
0501	Monthly Gas Charges (Monthly staff mileage for transportation from Huron to Fresno - \$300.)	\$ 3,600.00	\$ 3,600.00
0552	Program Supplies Monthly Program Expense (Monthly program expense \$50.)	\$ 600.00	\$ 600.00
0650	Fiscal and Audits		\$ 2,080.00
0650	Monthly Accounting Fee (Monthly Accounting Fee \$125.)	\$ 1,500.00	
0652	Fiscal Audit (Annual Total \$2500. Factor increase of \$500.)	\$ 580.00	
			<u>\$ 34,800.00</u>