

**AGREEMENT**

THIS AGREEMENT is made and entered into this 23rd day of June, 2020, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **STATE CENTER COMMUNITY COLLEGE DISTRICT**, a Community College District and whose address is 1711 Fulton St, Fresno, CA 93721, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

WHEREAS, pursuant to the California Work Opportunity and Responsibility to Kids Act (Welfare and Institution Code sections 11200 et seq. hereinafter called "CalWORKs" and 42 United States Code sections 601 et seq. (Temporary Assistance for Needy Families (TANF) Block Grant), COUNTY is mandated and funded to deliver a time-limited structural sequence of employment related activities and supportive services that are designed to maximize unsubsidized employment opportunities to able-bodied, non-exempt CalWORKs public assistance applicants and recipients; and

WHEREAS, many non-exempt CalWORKs Welfare-to-Work (WTW) clients choose to continue their education by attending local community college; and

WHEREAS, COUNTY's Department of Social Services (DSS), is in need of educational and counseling services for CalWORKs WTW clients; and

WHEREAS, CONTRACTOR is willing and able to provide educational and counseling services needed by COUNTY, pursuant to the terms of this Agreement;

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

**1. OBLIGATIONS**

CONTRACTOR and COUNTY shall provide all services as set forth in Exhibit A, Summary of Services, attached hereto and by this reference incorporated herein.

**2. TERM**

The term of this Agreement shall be for a period of one (1) year, commencing on July 1, 2020 through and including June 30, 2021. This Agreement may be extended for four (4) additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The DSS Director or his or her

1 designee is authorized to execute such written approval on behalf of COUNTY based on  
2 CONTRACTOR'S satisfactory performance.

3 **3. TERMINATION**

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

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

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

14 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any  
15 breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither  
16 shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or  
17 default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the  
18 COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of  
19 the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR  
20 shall promptly refund any such funds upon demand.

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

25 **4. COMPENSATION**

26 For actual services provided pursuant to the terms of this Agreement, COUNTY agrees to  
27 pay CONTRACTOR and CONTRACTOR agrees to receive compensation in accordance with Exhibit B,  
28 Budget Summary.

1 In no event shall services performed under this Agreement be in excess of Four Hundred  
2 Thousand and No/100 Dollars (\$400,000) during each term of this Agreement. It is understood that all  
3 expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be borne  
4 by CONTRACTOR. The cumulative total of this Agreement shall not be in excess of Two Million and  
5 No/100 Dollars (\$2,000,000).

6 All final claims shall be submitted by CONTRACTOR within (60) days following the final  
7 month of service per contract year. No action shall be taken by COUNTY on claims submitted beyond  
8 the sixty (60) day closeout period. Any compensation which is not expended by CONTRACTOR  
9 pursuant to the terms and conditions of this Agreement shall automatically revert to COUNTY.

10 It is understood that all expenses incidental to CONTRACTOR'S performance of services  
11 under this Agreement shall be borne by CONTRACTOR. If CONTRACTOR should fail to comply with  
12 any provision of the Agreement, COUNTY shall be relieved of its obligation for further compensation.  
13 Any compensation which is not expended by CONTRACTOR pursuant to the terms and conditions of  
14 this Agreement shall automatically revert to COUNTY. The services provided by the CONTRACTOR  
15 under this Agreement are funded in whole or in part by the State of California. In the event that funding  
16 for these services is delayed by the State Controller, COUNTY may defer payment to CONTRACTOR.  
17 The amount of the deferred payment shall not exceed the amount of funding delayed by the State  
18 Controller to the COUNTY. The period of time of the deferral by COUNTY shall not exceed the period of  
19 time of the State Controller's delay of payment to COUNTY plus forty-five (45) days.

20 **5. INVOICING**

21 CONTRACTOR shall invoice COUNTY's DSS in arrears by the tenth (10<sup>th</sup>) of each month  
22 for expenditures incurred to provide services rendered in the previous month to:

23 [DSSInvoices@fresnocountyca.gov](mailto:DSSInvoices@fresnocountyca.gov). Payments by COUNTY's DSS shall be in arrears, for actual services  
24 provided during the preceding month, within forty-five (45) days after receipt, verification, and approval of  
25 CONTRACTOR's invoices by COUNTY's DSS. A monthly activity report shall accompany the invoice,  
26 reflecting services supported by the invoiced expenditures and be in a form and in such detail as  
27 acceptable to the COUNTY's DSS. All final claims for funding shall be submitted by CONTRACTOR  
28 within sixty (60) days following the final month of services.

1           At the discretion of COUNTY's DSS Director or designee, if an invoice is incorrect or is  
2 otherwise not in proper form or detail, COUNTY's DSS Director or designee shall have the right to withhold  
3 full payment of the invoice that is incorrect or improper after five (5) days prior written notice or email  
4 correspondence to CONTRACTOR. CONTRACTOR agrees to continue to provide services for a period of  
5 ninety (90) days after written or email notification of an incorrect or improper invoice. If after the ninety (90)  
6 day period the invoice(s) is still not corrected to COUNTY's DSS satisfaction, COUNTY or COUNTY's DSS  
7 Director or designee may elect to terminate this Agreement, pursuant to the termination provisions stated in  
8 Paragraph Three (3) of this Agreement.

9           **6.    INDEPENDENT CONTRACTOR**

10           In performance of the work, duties and obligations assumed by CONTRACTOR under this  
11 Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the  
12 CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an  
13 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,  
14 employee, joint venture, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right  
15 to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and  
16 function. However, COUNTY shall retain the right to administer this Agreement so as to verify that  
17 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

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

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

1           **7.     MODIFICATION**

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

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

9           C.     CONTRACTOR hereby agrees that changes to the compensation under this  
10 Agreement may be necessitated by a reduction in funding from State and/or Federal sources.  
11 COUNTY's DSS Director or designee may modify the maximum compensation depending on State and  
12 Federal funding availability, as stated in Section Four (4) in this Agreement. CONTRACTOR further  
13 understands that this Agreement is subject to any restrictions, limitations or enactments of all legislative  
14 bodies which affect the provisions, term, or funding of this Agreement in any manner.

15           **8.     NON-ASSIGNMENT**

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

18           **9.     HOLD HARMLESS**

19           COUNTY agrees to indemnify, save, hold harmless, CONTRACTOR, its officers, agents,  
20 and employees from any and all costs and expenses , damages, liabilities, claims, and losses occurring or  
21 resulting to CONTRACTOR in connection with the performance, or failure to perform, by COUNTY, its  
22 officers, agents, or employees under this Agreement, and from any and all costs and expenses , damages,  
23 liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured  
24 or damaged by the performance, or failure to perform, of COUNTY, its officers, agents, or employees  
25 under this Agreement.

26           **10.    INSURANCE**

27           Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any  
28 third parties, and until such required insurance coverages, stated below, are available or in place by

1 CONTRACTOR, the following requirements will be in force. COUNTY, at its sole expense, shall maintain in  
2 full force and effect, the following insurance policies or a program of self-insurance, including but not limited  
3 to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the  
4 Agreement:

5 A. Commercial General Liability

6 Commercial General Liability Insurance with limits of not less than Two Million Dollars  
7 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This  
8 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including  
9 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal  
10 liability or any other liability insurance deemed necessary because of the nature of this contract.

11 B. Automobile Liability

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

15 C. Professional Liability

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

19 D. Worker's Compensation

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

22 E. Additional Requirements Relating to Insurance

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

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

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

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

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

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

27 **11. SUBCONTRACTS**

28 CONTRACTOR shall obtain written approval from COUNTY or COUNTY's DSS Director, or

1 designee before subcontracting any of the services delivered under this Agreement. Any transferee,  
2 assignee or subcontractor will be subject to all applicable provisions of this Agreement, and all applicable  
3 State and Federal regulations. SUBRECIPIENT shall be held primarily responsible by COUNTY for the  
4 performance of any transferee, assignee or subcontractor unless otherwise expressly agreed to in writing  
5 by COUNTY. The use of subcontractor by CONTRACTOR shall not entitle CONTRACTOR to any  
6 additional compensation than is provided for under this Agreement.

7 **12. CONFLICT OF INTEREST**

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

15 **13. NON-DISCRIMINATION**

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

21 **14. LIMITED ENGLISH PROFICIENCY**

22 CONTRACTOR shall provide interpreting and translation services to persons participating in  
23 CONTRACTOR's services who have limited or no English language proficiency, including services to  
24 persons who are deaf or blind. Interpreter and translation services shall be provided as necessary to allow  
25 such participants meaningful access to the programs, services and benefits provided by CONTRACTOR.  
26 Interpreter and translation services, including translation of CONTRACTOR's "vital documents" (those  
27 documents that contain information that is critical for accessing CONTRACTOR's services or are required  
28 by law) shall be provided to participants at no cost to the participant. CONTRACTOR shall ensure that any



1 employees, agents, subcontractor, or partners who interpret or translate for a program participant, or who  
2 directly communicate with a program participant in a language other than English, demonstrate proficiency  
3 in the participants' language and can effectively communicate any specialized terms and concepts peculiar  
4 to CONTRACTOR's services.

5 **15. CLEAN AIR AND WATER**

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

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

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

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

19 D. This assurance shall be included in every nonexempt subgrant, contract, or  
20 subcontract.

21 **16. DRUG-FREE WORKPLACE REQUIREMENTS**

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

1           **17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND**  
2           **VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS**

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

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

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

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

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

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

23           5. The prospective recipient further agrees that by entering into this Agreement,  
24 it will include a clause identical to Paragraph Seventeen (17) of this Agreement and titled “Certification  
25 Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered  
26 Transactions”, in all lower tier covered transactions and in all solicitations for lower tier covered  
27 transactions.

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

3                   **18. CONFIDENTIALITY**

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

7                   **19. DATA SECURITY**

8                   For the purpose of preventing the potential loss, misappropriation or inadvertent disclosure  
9 of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or  
10 disruption to COUNTY operations, individuals and/or agencies that enter into a contractual relationship with  
11 COUNTY for the purpose of providing services under this Agreement must employ adequate data security  
12 measures to protect the confidential information provided to CONTRACTOR by COUNTY, including but not  
13 limited to the following:

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

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

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

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

27                   E. In the event of a breach of security related to COUNTY's confidential client information  
28 provided to CONTRACTOR, COUNTY will manage the response to the incident, however, CONTRACTOR

1 will be responsible to issue any notification to affected individuals as required by law or as deemed  
2 necessary by COUNTY in its sole discretion. CONTRACTOR will be responsible for all costs incurred as a  
3 result of providing the required notification. When no longer needed, all Medi-Cal Personally Identifiable  
4 Information, as defined in the Medi-Cal Data Privacy and Security Agreement between the California DHCS  
5 and the County of Fresno, Agreement No. A-14-075, whether stored in print or electronic format, must be  
6 destroyed and disposed of through confidential means, as described in Agreement No. A-14-075.

7 Agreement no. A-14-075 is available upon request or can be viewed at:

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

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

11 **20. SINGLE AUDIT CLAUSE**

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

26 B. A single audit report is not applicable if all CONTRACTOR's Federal contracts  
27 do not exceed the Seven Hundred Fifty Thousand Dollars (\$750,000) requirement or CONTRACTOR's  
28 funding is through Drug related Medi-Cal. If a single audit is not applicable, a program audit must be

1 performed and a program audit report with management letter shall be submitted by CONTRACTOR to  
2 COUNTY as a minimum requirement to attest to CONTRACTOR's solvency. Said audit report shall be  
3 delivered to COUNTY's DSS, Accounting Office, for review no later than nine (9) months after the close  
4 of the fiscal year in which the funds supplied through this Agreement are expended. Failure to comply  
5 with this Act may result in COUNTY performing the necessary audit tasks or contracting with a qualified  
6 accountant to perform said audit. All audit costs related to this Agreement are the sole responsibility of  
7 CONTRACTOR who agrees to take corrective action to eliminate any material noncompliance or  
8 weakness found as a result of such audit. Audit work performed by COUNTY under this paragraph shall  
9 be billed to the CONTRACTOR at COUNTY cost, as determined by COUNTY's Auditor-  
10 Controller/Treasurer-Tax Collector.

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

16 **21. PROPERTY OF COUNTY**

17 CONTRACTOR agrees to take reasonable and prudent steps to ensure the security of  
18 any and all said hardware and software provided to it by COUNTY under this Agreement, to maintain  
19 replacement-value insurance coverages on said hardware and software of like kind and quality  
20 approved by COUNTY.

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

1           **22.    AUDITS AND INSPECTIONS**

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

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

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

20           **23.    FRATERNIZATION**

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

24           **24.    STATE ENERGY CONSERVATION**

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

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1           **25.    CHARITABLE CHOICE**

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

14           **26.    PERSONNEL DISCLOSURE**

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

- 18           A.       All full or part-time staff positions by title whose direct services are required to  
19 provide the programs described herein;
- 20           B.       A brief description of the functions of each such position and hours each person  
21 in such position works each week or, for part-time positions, each day or month, as appropriate;
- 22           C.       The education and experience levels required for each positions; and
- 23           D.       The names of persons filling the identified positions.

24           **27.    PROHIBITION ON PUBLICITY**

25           None of the funds, materials, property or services provided directly or indirectly under this  
26 Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (i.e., purchasing of  
27 tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the above,  
28 publicity of the services described in Paragraph One (1) of this Agreement shall be allowed as necessary to

1 raise public awareness about the availability of such specific services when approved in advance by the  
2 Director or designee and at a cost as provided in Exhibit B for such items as written/printed materials, the  
3 use of media (i.e., radio, television, newspapers) and any other related expense(s).

4 **28. NOTICES**

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

7 COUNTY

8 Director, COUNTY OF FRESNO  
9 Department of Social Services  
10 P.O. Box 1912  
11 Fresno, CA 93718

CONTRACTOR

Mary Beth Mossette  
State Center Community College District  
1171 Fulton St.  
Fresno, CA 93721

12 All notices between the COUNTY and CONTRACTOR provided for or permitted under this  
13 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by  
14 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by  
15 personal service is effective upon service to the recipient. A notice delivered by first-class United States  
16 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,  
17 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one  
18 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,  
19 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by  
20 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is  
21 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the  
22 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the  
23 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section  
24 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,  
25 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,  
26 beginning with section 810).

27 **29. GOVERNING LAW**

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



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

3 **30. CHANGE OF LEADERSHIP/MANAGEMENT**

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

10 **31. LOBBYING ACTIVITY**

11 None of the funds provided under this Agreement shall be used for publicity, lobbying or  
12 propaganda purposes designed to support or defeat legislation pending in the Congress of the United  
13 States of America or the Legislature of the State of California.

14 **32. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

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

26 **33. SEVERABILITY**

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

1           **34.    ENTIRE AGREEMENT**

2                   This Agreement constitutes the entire agreement between the CONTRACTOR and  
3 COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations,  
4 proposals, commitments, writings, advertisements, publications, and understanding of any nature  
5 whatsoever unless expressly included in this Agreement IN WITNESS WHEREOF, the parties hereto have  
6 executed this Agreement as of the day and year first hereinabove written.

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

CONTRACTOR:  
STATE CENTER COMMUNITY  
COLLEGE DISTRICT

COUNTY OF FRESNO

By: Dr Paul Parnell

By: Ernest Buddy Mendes

Ernest Buddy Mendes, Chairman of the Board of Supervisors of the County of Fresno

Print Name: Dr. Paul Parnell

Title: Chancellor

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

By: Jerome Countee  
Jerome Countee (May 13, 2020)

Print Name: Jerome Countee

By: Rosei Cruz  
Deputy

Title: Vice Chancellor, Educational Services and Institutional Effectiveness

Mailing Address:  
1711 Fulton St.  
Fresno, CA 93721  
Contact: SCCC CalWORKs Director

FOR ACCOUNTING USE ONLY:

Account No.: 7870  
ORG No.: 56107001  
Fund/Subclass: 0001/10000

DEN:dw

### **SUMMARY OF SERVICES**

ORGANIZATION: State Center Community College District  
ADDRESS: 1171 Fulton St. Fresno, CA, 93721  
SERVICES: CalWORKs WTW Program - Educational Counseling  
TELEPHONE: 559-244-5900  
CONTACT: Mary Beth Mossette, CalWORKs Director  
EMAIL: Marybeth.mossette@fresnocitycollege.edu  
AMOUNT/TERMS: \$400,000 7/1/2020 to 6/30/2021 (Base)  
\$400,000 7/1/2021 to 6/30/2022 (Optional)  
\$400,000 7/1/2022 to 6/30/2023 (Optional)  
\$400,000 7/1/2023 to 6/30/2024 (Optional)  
\$400,000 7/1/2024 to 6/30/2025 (Optional)

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**SUMMARY OF SERVICES: State Center Community College District (CONTRACTOR)** shall provide educational counseling services to all referred California Work Opportunity and Responsibility to Kids (CalWORKs) Welfare-to-Work (WTW) individuals that are either self-initiated or placed into a degree and/or short-term vocational training program at Fresno City College (FCC), Reedley Community College (RCC), or Clovis Community College (CCC). Eligible CalWORKs WTW participants will be identified and referred by COUNTY.

**SCHEDULE OF SERVICES:** The CONTRACTOR will make every effort to accommodate participants attending programs at all school sites whether on or off campus.

**TARGET POPULATION:** CalWORKs WTW participants attending FCC, RCC, and CCC.

#### **SERVICES TO BE PROVIDED BY CONTRACTOR**

CONTRACTOR shall provide the following services:

##### **1. EDUCATIONAL COUNSELING**

- a. Provide orientations for prospective students and assist with counseling of program selection and enrollment activities.
- b. In accordance with Assembly Bill AB 705, utilize multiple measures in assessing student placement into English and math classes. These measures may include high school or college transcripts, Advanced Placement testing scores, Scholastic Aptitude Test (SAT) scores,

American College Test (ACT) scores, and when necessary, Comprehensive Adult Student Assessment System (CASAS) test scores, student work, vocational training, or apprenticeship history.

- c. Meet with participant within ten (10) days from the date of referral to develop their educational plan.
- d. Develop individual student educational development plans (SEP) in coordination with participant's Welfare-to-Work Plan and time limits to outline and track a course of study that improves participant employability.
- e. Utilize the districtwide Early Alert program in which faculty raise alerts addressing student academic performance. The alerts determine next steps in academic advising and monitoring student progress. CalWORKs counselors will ensure that a release of information allowing SCCCD staff to share information with COUNTY staff is on file.
- f. Release CalWORKs WTW student educational records as requested by DSS staff.
- g. Refer self-identified CalWORKs WTW participants with potential learning disabilities to the appropriate agencies for testing.
- h. Evaluate appropriateness of academic training and employability based on student's progress.
- i. Meet with COUNTY staff to resolve participant problems.
- j. Maintain written documentation of student contact in the area of counseling and good cause determinations.
- k. Serve as liaison to all Divisions of SCCCD which provide WTW programs ensuring that students receive services from all advisors in a timely manner.
- l. Coordinate CalWORKs WTW Work-Study to assist students in meeting the minimum WTW participation hours.
- m. Collaborate with other workforce development agencies to identify slots for CalWORKs WTW clients in specialized training opportunities.
- n. Partner with on and off campus childcare service providers and referral agencies to provide timely childcare services to CalWORKs WTW participants and their children, as funding and provider availability permits.

## **2. OTHER CONTRACTOR SERVICES**

- a. Continue to develop additional student support services and programs that address the needs of CalWORKs WTW students and provide peer support as well as, personal and professional development.

- b. In collaboration with Job Specialists (JS), coordinate efforts including the enrollment and orientation for new short-term vocational training programs and post secondary education.
- c. As available, provide office space at SCCCD CalWORKs Office and service sites to co-locate COUNTY staff.
- d. Ensure that limited English proficiency (LEP) clients have meaningful, effective and equal access at every point of contact with project services.

## **SERVICES TO BE PROVIDED BY COUNTY**

County shall provide the following services:

### **1. REFERRAL AND COORDINATION OF ACTIVITIES**

- a. Refer all CalWORKs WTW clients interested in attending SCCCD Colleges or CTC to SCCCD CalWORKs WTW orientation.
- b. Provide SCCCD CalWORKs WTW staff with the appropriate CalWIN Eligibility information at the beginning of each semester, start of each short-term program or as needed by staff for the purpose of verification of eligibility.
- c. Upon registration or 30 days before classes begin, eligible student cases are to be transferred to Job Specialists located at the campus in which the student is enrolled to ensure timely delivery of student support services.
- d. Refer all students to SCCCD CalWORKs WTW Counselors. Referral will include the participant's name, case number, last four of their social security number and WTW time limits. Also, include notification to SCCCD that a CalWORKs WTW participant is approved for education/training.
- e. JS assigned and co-located at the SCCCD CalWORKs WTW Program Office or any other JS with assigned student cases will provide timely notification to SCCCD (within three working days) of a change in the status of any referred participant.
- f. Provide an expedient and timely method of securing ancillary services for CalWORKs WTW participants.
- g. Provide funding and payment mechanism for authorized supportive services including childcare, transportation, and acquisition of books and supplies. Collaborate with Book Store management and SCCCD CalWORKs WTW Director on any policy or procedural change for book voucher/reimbursement prior to a change.
- h. Provide SCCCD staff with an overview of the CalWORKs WTW program and the nature of services available, including response to inquiries about the program as requested.
- i. Provide SCCCD with a WTW plan and Release of Information, signed by the WTW participant, for any CalWORKs WTW participant attending.

- j. Require CalWORKs WTW participants attending SCCCD to enroll in designated/appropriate CalWORKs WTW classes, and make appropriate referral to the college.
- k. Determine appropriateness of referrals to outside agency resources including but not limited to, mental health, emergency housing or legal assistance.
- l. Monitor progress of CalWORKs WTW participants in meeting terms of WTW Plan and forward WTW signed plans to SCCCD Counselors.
- m. Provide employment counseling or referral services for counseling, as appropriate.
- n. Assist participants in developing appropriate childcare plans and make appropriate referral to either childcare referral agencies or COUNTY's DSS Child Care Office.
- o. Evaluate nature of participant barriers in completion of short- and long-term goals.
- p. Notify SCCCD CalWORKs WTW counselors that CalWORKs WTW Self-Initiated Plan (SIP) participants are being referred to CalWORKs WTW Office.
- q. For CalWORKs WTW participants, provide timely compliance resolution including cause determination and/or sanction information.

## **PERFORMANCE MEASUREMENTS**

### Overall Service Objective:

CONTRACTOR shall provide educational counseling services and training programs to assist CalWORKs WTW recipients in obtaining new skills that will lead to higher wages and self-sufficiency.

### Specific Performance Measurements:

COUNTY will consider CONTRACTOR performance levels when determining funding recommendations for future Agreements as well as determining the extension of the term of this Agreement. For this contract period, CONTRACTOR shall meet the following performance measurements and levels:

1. 35% of CalWORKs WTW participants will participate in vocational education training.
2. 20% of CalWORKs WTW participants will complete a vocational program successfully or attain an Associate's degree by the end of the contract term as determined by the number of enrollees compared to complete.
3. 15% of CalWORKs WTW participants who were on Academic or Progress Probation will have progressed towards being in good standing by the end of the contract term.

### Budget Summary

ORGANIZATION: State Center Community College District  
SERVICES: Employment Counseling and Life Skills Classes  
CONTRACTED PERIOD: 12 Month Budget for Periods July 1, 2020 - June 30, 2025

BUDGET CATEGORY	ACCOUNT NUMBER	AMOUNT
SALARIES AND BENEFITS		
Salaries	100	\$287,006
Benefits	150	\$94,115
Payroll Taxes	175	\$6,363
	Subtotal	\$387,484
SERVICES AND SUPPLIES		
Insurance	200	\$4,973
Office Expenses	250	\$1,663
Equipment Rental	300	\$3,137
Program Supplies	400	\$2,743
	Subtotal	\$12,516
	Total	\$400,000



**PERSONNEL AND EMPLOYEE BENEFITS**

ORGANIZATION: State Center Community College District  
 SERVICES: Employment Counseling and Job Readiness Classes  
 CONTRACTED PERIOD: July 1, 2020 - June 30, 2021  
 July 1, 2021 - June 30, 2022  
 July 1, 2022 - June 30, 2023  
 July 1, 2023 - June 30, 2024  
 July 1, 2024 – June 30, 2025

PERSONNEL SALARIES

Positions	Number of Positions	Months Employed	Monthly Salary	Total Cost
PT Director	1	12	\$1,155.75	\$13,869
FT Counselor/Coordinator	1	12	\$655.08	\$7,861
FT Counselor	2	12	\$5,390.25	\$64,683
PT Counselor	3	12	\$8,303.92	\$99,647
PT Instructor	2	12	\$1,208.67	\$14,504
PT Budget Technician	1	12	\$1,244.33	\$14,932
PT Sr Prog Specialist	1	12	\$2,269.83	\$27,238
PT Office Specialist	2	12	\$3,689.33	<u>\$44,272</u>
			Subtotal	\$287,006

Payroll Taxes

FICA (6.2%)	\$6,219
SUI	<u>\$144</u>
Subtotal	\$6,363

Employee Benefits

MCARE (1.45%)	\$4,162
Medical (H&W)	\$32,731
<u>Retirement (STRS, PERS, PAR)</u>	<u>\$57,222</u>
Subtotal	\$94,115

Total (Salaries and Benefits) \$387,484

### SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

*"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"*

The definition above will be utilized for purposes of completing this disclosure form.

### INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

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