

**AGREEMENT**

THIS AGREEMENT is made and entered into this 22nd day of September, 2020, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY," and each contractor listed in Exhibit A, attached hereto and by this reference incorporated herein, and collectively hereinafter referred to as "CONTRACTOR," and any such additional contractors as may, from time to time during the term of this Agreement, be added by COUNTY. Reference in this Agreement to party or parties shall be understood to refer to COUNTY and each individual CONTRACTOR unless otherwise specified.

**WITNESSETH:**

WHEREAS, pursuant to the California Work Opportunity and Responsibility to Kids Act (Welfare and Institution Code sections 11200 es 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, Assembly Bill 74 (Chapter 21, Salutes of 2013) created the Expanded Subsidized Employment (ESE) Program to increase subsidized employment programs for CalWORKs clients in California with the goal of increasing job retention in an unsubsidized position of employment; and

WHEREAS, many non-exempt CalWORKs Welfare-to-Work (WTW) clients choose to gain employment through the COUNTY's subsidized employment programs; and

WHEREAS, CONTRACTORS are licensed businesses which can provide employment opportunities for eligible CalWORKs participants.

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

**1. OBLIGATIONS**

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

///

1           **2.     TERM**

2           The term of this Agreement shall be for a period of three (3) years, commencing on  
3           October 1, 2020 through and including September 30, 2023. This Agreement shall automatically  
4           renew for two (2) twelve (12) month periods, upon the same terms and conditions herein set forth,  
5           unless written notice of non-renewal is given by either CONTRACTOR, COUNTY, or COUNTY's  
6           DSS Director or designee no later than thirty (30) days prior to the close of the current Agreement  
7           term. The termination date specified herein shall be the termination date for all CONTRACTORS,  
8           regardless of when CONTRACTOR is added to this Agreement.

9           Each CONTRACTOR added to this Agreement after the execution of this Agreement  
10          by all parties shall become part of the Agreement, as set forth in Section Twelve (12) of this  
11          Agreement.

12           **3.     TERMINATION**

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

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

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

23           In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any  
24          breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither  
25          shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or  
26          default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the  
27          COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of  
28          the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR

1 shall promptly refund any such funds upon demand.

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

6 **4. COMPENSATION**

7 For actual services provided pursuant to the terms of this Agreement, COUNTY agrees to  
8 pay CONTRACTOR and CONTRACTOR agrees to receive compensation in accordance with Exhibit C,  
9 Budget Summary.

10 For each twelve (12) month period of this Agreement, in no event shall services  
11 performed under this Agreement be in excess of Three Million and No/100 Dollars (\$3,000,000). It is  
12 understood that all expenses incidental to CONTRACTOR'S performance of services under this  
13 Agreement shall be borne by CONTRACTOR. The cumulative total of this Agreement shall not be in  
14 excess of Fifteen Million and No/100 Dollars (\$15,000,000). All final claims shall be submitted by  
15 CONTRACTOR within (60) days following the final month the of service per contract year. No action  
16 shall be taken by COUNTY on claims submitted beyond sixty (60) day closeout period. Any  
17 compensation which is not expended by CONTRACTOR pursuant to the terms and conditions of this  
18 Agreement shall automatically revert to COUNTY.

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

1           **5.     INVOICING**

2           CONTRACTOR shall invoice COUNTY's DSS in arrears by the tenth (10<sup>th</sup>) of each month  
3 for wages paid in the previous month to via the Ready2Hire website at <http://ready2hire.org/>. Payments by  
4 COUNTY's DSS shall be in arrears, for actual wages paid during the preceding month, within forty-five (45)  
5 days after receipt, verification, and approval of CONTRACTOR's invoices by COUNTY's DSS. A detailed  
6 monthly employee progress report/evaluation, regarding employee performance should accompany each  
7 invoice.

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

16           **6.     INDEPENDENT CONTRACTOR**

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

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

28           Because of its status as an independent contractor, CONTRACTOR shall have absolutely

1 no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be  
2 solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee  
3 benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all  
4 matters relating to payment of CONTRACTOR'S employees, including compliance with Social Security  
5 withholding and all other regulations governing such matters. It is acknowledged that during the term of this  
6 Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this  
7 Agreement.

8 **7. NON-ASSIGNMENT**

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

11 **8. HOLD HARMLESS**

12 COUNTY agrees to indemnify, save, hold harmless, CONTRACTOR, its officers, agents,  
13 and employees from any and all costs and expenses , damages, liabilities, claims, and losses occurring or  
14 resulting to CONTRACTOR in connection with the performance, or failure to perform, by COUNTY, its  
15 officers, agents, or employees under this Agreement, and from any and all costs and expenses , damages,  
16 liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or  
17 damaged by the performance, or failure to perform, of COUNTY, its officers, agents, or employees under  
18 this Agreement.

19 **9. INSURANCE**

20 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any  
21 third parties, and until such required insurance coverages, stated below, are available or in place by  
22 CONTRACTOR, the following requirements will be in force. COUNTY, at its sole expense, shall maintain in  
23 full force and effect, the following insurance policies or a program of self-insurance, including but not limited  
24 to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the  
25 Agreement:

26 A. **Commercial General Liability**

27 Commercial General Liability Insurance with limits of not less than Two Million Dollars  
28 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This

1 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including  
2 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal  
3 liability or any other liability insurance deemed necessary because of the nature of this contract.

4 B. Automobile Liability

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

8 C. Professional Liability

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

12 D. Worker's Compensation

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

15 E. Additional Requirements Relating to Insurance

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

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

28 Within Thirty (30) days from the date COUNTY signs and executes this Agreement,

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

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

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

20           **10. CONFLICT OF INTEREST**

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

28 ///

1           **11.    NON-DISCRIMINATION**

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

7           **12.    SEPARATE AGREEMENT**

8           It is mutually understood by the parties that this Agreement does not, in any way,  
9 create a joint venture among the individual CONTRACTORS. By execution of this Agreement,  
10 CONTRACTOR understands that a separate Agreement is formed between each individual  
11 CONTRACTOR and COUNTY.

12           **13.    LIMITED ENGLISH PROFICIENCY**

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

24           **14.    CLEAN AIR AND WATER**

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



1 laws and regulations, CONTRACTOR shall assure:

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

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

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

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

12 **15. DRUG-FREE WORKPLACE REQUIREMENTS**

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

20 **16. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND**  
21 **VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS**

22 A. COUNTY and CONTRACTOR recognize that CONTRACTOR is a recipient of State  
23 funds under the terms of this Agreement. By signing this Agreement, CONTRACTOR agrees to notify  
24 COUNTY of any past, present, or future Federal suspension or debarment. By signing this Agreement,  
25 CONTRACTOR attests to the best of its knowledge and belief, that it and its principals:

26 1) Are not presently debarred, suspended, proposed for debarment, declared  
27 ineligible, or voluntarily excluded by any Federal department or agency; and

28 2) Shall not knowingly enter into any covered transaction with an entity or person

1 who is proposed for debarment under Federal regulations, debarred, suspended, declared ineligible, or  
2 voluntarily excluded from participation in such transaction.

3 B. CONTRACTOR shall provide immediate written notice to COUNTY if at any time  
4 during the term of this Agreement CONTRACTOR learns that the representations it makes above were  
5 erroneous when made or have become erroneous by reason of changed circumstances.

6 C. CONTRACTOR shall include a clause titled "Certification Regarding Debarment,  
7 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" and similar in  
8 nature to this paragraph in all lower tier covered transactions and in all solicitations for lower tier covered  
9 transactions.

10 D. CONTRACTOR shall, prior to soliciting or purchasing goods and services in  
11 excess of \$25,000 funded by this Agreement, review and retain the proposed vendor's suspension and  
12 debarment status at <https://sam.gov/SAM/>.

13 **17. CONFIDENTIALITY**

14 All services performed by CONTRACTOR under this Agreement shall be in strict  
15 conformance with all applicable Federal, State of California, and/or local laws and regulations relating to  
16 confidentiality. CONTRACTOR shall require its employees, agents, officers and subcontractors to  
17 comply with the provisions of Sections 10850 and 14100.2 of the Welfare and Institutions Code, as well  
18 as the California Department of Social Services (CDSS) Manual of Policies and Procedures, Division  
19 19-0000 and the California Department of Health Care Services (DHCS) Medi-Cal Eligibility Procedures  
20 Manual, Section 2H. These Code sections provide that:

21 A. All applications and records concerning any individual made or kept by any public  
22 officer or agency in connection with the administration of any provision of the Welfare and Institutions  
23 Code relating to Medicaid or any form of public social services for which grants-in-aid are received by the  
24 State of California from the United States government shall be confidential, and shall not be open to  
25 examination for any purpose not directly connected with the administration of such public social services.

26 B. No person shall publish, disclose or use or permit or cause to be published or  
27 disclosed any list of persons receiving public social services, except as is provided by law.

28 C. No person shall publish, disclose, or use or permit or cause to be published,

1 disclosed or used any confidential information pertaining to an applicant or recipient, except as is  
2 provided by laws.

3 CONTRACTOR shall inform all of its employees, agents, officers and subcontractors of  
4 the above provisions and that any person knowingly and intentionally violating such provisions is guilty  
5 of a misdemeanor.

6 In addition, CONTRACTOR, its employees, agents and officer shall comply, and require  
7 all of its subcontractors to comply, with (1) the DHCS Medi-Cal Privacy and Security Agreement  
8 between the California DHCS and the County of Fresno that is then in effect, and (2) the Privacy and  
9 Security Agreement between the CDSS and the County of Fresno that is then in effect, both of which  
10 together shall be referred to as “the Agreements” and are incorporated herein by this reference. The  
11 current versions of both the DHCS and CDSS Privacy and Security agreements are available upon  
12 request or can be viewed at: [https://www.co.fresno.ca.us/departments/social-](https://www.co.fresno.ca.us/departments/social-services/administration/reports-and-documents/contractor-documents)  
13 [services/administration/reports-and-documents/contractor-documents](https://www.co.fresno.ca.us/departments/social-services/administration/reports-and-documents/contractor-documents). CONTRACTOR shall ensure that  
14 all personally identifiable information (PII), as defined in the Agreements, concerning program recipients  
15 shall be kept confidential and shall not be opened to examination, publicized, disclosed, or used for any  
16 purpose not directly connected with the administration of the program. CONTRACTOR shall use  
17 appropriate administrative, physical, and technical safeguards to protect PII, as set forth in the  
18 Agreements. Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or  
19 disclosure of PII, CONTRACTOR shall immediately report the incident to the COUNTY by calling (559)  
20 600-2300 or E-mailing at [dssprivacyofficer@fresnocountyca.gov](mailto:dssprivacyofficer@fresnocountyca.gov). CONTRACTOR shall certify that all  
21 employees, agents, officers and subcontractors have received privacy and security training before  
22 accessing any PII and have received refresher training annually, as required by the Agreements.

### 23 **18. DATA SECURITY**

24 For the purpose of preventing the potential loss, misappropriation or inadvertent disclosure  
25 of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or  
26 disruption to COUNTY operations, individuals and/or agencies that enter into a contractual relationship with  
27 COUNTY for the purpose of providing services under this Agreement must employ adequate data security  
28 measures to protect the confidential information provided to CONTRACTOR by COUNTY, including but not

1 limited to the following:

2           A.    CONTRACTOR may not store COUNTY’s private, confidential or sensitive data on  
3 any hard-disk drive.

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

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

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

15           E.    In the event of a breach of security related to COUNTY’s confidential client information  
16 provided to CONTRACTOR, COUNTY will manage the response to the incident, however, CONTRACTOR  
17 will be responsible to issue any notification to affected individuals as required by law or as deemed  
18 necessary by COUNTY in its sole discretion. CONTRACTOR will be responsible for all costs incurred as a  
19 result of providing the required notification. When no longer needed, all Medi-Cal Personally Identifiable  
20 Information, as defined in the Medi-Cal Data Privacy and Security Agreement between the California DHCS  
21 and the County of Fresno, Agreement No. A-19-429, whether stored in print or electronic format, must be  
22 destroyed and disposed of through confidential means, as described in Agreement No. A-19-429.

23 Agreement no. A-19-429 is available upon request or can be viewed at:

24 [https://www.co.fresno.ca.us/departments/social-services/administration/reports-and-  
documents/contractor-documents](https://www.co.fresno.ca.us/departments/social-services/administration/reports-and-<br/>25 documents/contractor-documents)

26           F.    The requirements in this Data Security provision shall apply to CONTRACTOR’s  
27 subcontractor, if any.

28 ///

1           **19.    SINGLE AUDIT CLAUSE**

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

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

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

6 **20. AUDITS AND INSPECTIONS**

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

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

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

25 **21. FRATERNIZATION**

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

1           **22.    STATE ENERGY CONSERVATION**

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

5           **23.    CHARITABLE CHOICE**

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

18           **24.    NOTICES**

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

<u>COUNTY</u>	<u>CONTRACTOR</u>
Director, COUNTY OF FRESNO Department of Social Services P.O. Box 1912 Fresno, CA, 93718	SEE EXHIBIT A

21  
22  
23  
24  
25  
26           All notices between the COUNTY and CONTRACTOR provided for or permitted under this  
27 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by  
28 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by

1 personal service is effective upon service to the recipient. A notice delivered by first-class United States  
2 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,  
3 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one  
4 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,  
5 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by  
6 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is  
7 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the  
8 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the  
9 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section  
10 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,  
11 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,  
12 beginning with section 810).

13 **25. GOVERNING LAW**

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

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

18 **26. CHANGE OF OWNERSHIP**

19 In the event of any change in the status of CONTRACTOR's ownership, CONTRACTOR  
20 shall provide written notice to COUNTY within thirty (30) days from the date of change. Such notification  
21 shall include any new owner(s)'s name, address and CONTRACTOR's updated tax documentation.

22 **27. LOBBYING ACTIVITY**

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

26 **28. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

27 This provision is only applicable if the CONTRACTOR is operating as a corporation (a  
28 for-profit or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes



1 its status to operate as a corporation.

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

10           **29.   SEVERABILITY**

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

13           **30.   ENTIRE AGREEMENT**

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

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

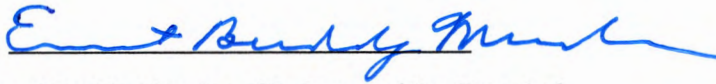
26 ///

27 ///

28 ///

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

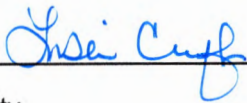
3 **COUNTY OF FRESNO**

4  
5 By: 

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

8  
9 ATTEST:

10 Bernice E. Seidel  
11 Clerk of the Board of Supervisors  
12 County of Fresno, State of California

13  
14 By:   
15 Deputy

16  
17 FOR ACCOUNTING USE ONLY:

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

21 DEN:dw  
22  
23  
24  
25  
26  
27  
28

CONTRACTOR:  
AM CONSULTING ENGINEERS

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

By 

Print Name ALFONSO MANRIQUE

Title PRESIDENT

Mailing Address:  
5150 N. Sixth Street Suite 124  
Fresno, CA 93710  
Contact: Alfonso Manrique  
Telephone: 559-369-7235

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

**CONTRACTOR:**

**AM PROPERTIES**

By  \_\_\_\_\_

Print Name ALFONSO MANRIQUE

Title PRESIDENT

Mailing Address:  
5150 N. Sixth Street Suite 124  
Fresno, CA 93710  
Contact: Alfonso Manrique  
Telephone: 559-369-7235

**CONTRACTOR:**

**ATTENTIVE SENIOR CARE, LLC**

By Lawrence Holland

Print Name Mr Lawrence Holland

Title Owner

**Mailing Address:**

36 E. Tuolumne St.

Fresno, CA 93706

Contact: Lawrence C. Holland

Telephone: 916-996-6215

**CONTRACTOR:**

**ATTENTIVE SENIOR CARE II, LLC**

By Lawrence Holland

Print Name Mr Lawrence Holland

Title Owner

**Mailing Address:**

6149 E. Lowe Ave.

Fresno, CA 93727

Contact: Lawrence C. Holland

Telephone: 916-996-6215

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

**CONTRACTOR**

**BERTAIO FAMILY INDUSTRIES INC.  
DBA PAPA MURPHY'S SHAW/BLACKSTONE**

By *David Bertao*

Print Name David Bertao

Title CEO and CFO  
Chairman of the Board, or President  
or any Vice President

By *David Bertao*

Print Name David Bertao

Title CEO and CFO  
Secretary (of Corporation), or any  
Assistant Secretary, or Chief Financial  
Officer, or any Assistant Treasurer

Mailing Address:  
5054 N. Blackstone #101  
Fresno, CA 93710  
Contact: David Bertao  
Telephone: 559-906-0360

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

**CONTRACTOR**  
**ENVISION UNLIMITED LLC. D.B.A.**  
**REPEAT PERFORMANCE CONSIGNMENT SUPERSTORE**

By 

Print Name IGwynn E Clark

Title Manager Owner

Mailing Address:  
1429 North Van Ness Ave.  
Fresno, CA 93728-1938  
Contact: Gwynn (Averill) Clark  
Telephone: 559-422-0129



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

**CONTRACTOR**

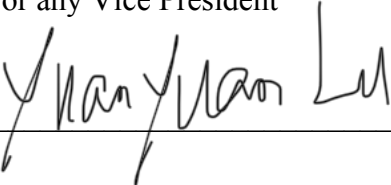
**LU KITCHEN & BATH INC. DBA LU GRANITE & CABINET INC.**

By 

Print Name Jason Lu

Title CEO

Chairman of the Board, or President  
or any Vice President

By 

Print Name yuanyuan lu

Title secretary

Secretary (of Corporation), or any  
Assistant Secretary, or Chief Financial  
Officer, or any Assistant Treasurer

Mailing Address:  
2431 S Sarah,  
Fresno, CA 93706  
Contact: Jason Zhenming Lu  
Telephone: 559-298-9998

1 **CONTRACTOR**  
2 **PAUL M. SMITH II**  
3 **D.B.A. LAW OFFICES OF PAUL M. SMITH II**

4 By 

6 Print Name Paul M Smith II

8 Title OWNER  
9 Chairman of the Board, or President  
10 or any Vice President

11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Mailing Address:  
7161 N. Howard St. Ste. 206  
Fresno, CA. 93720  
Contact: Paul M. Smith II  
Telephone: 559-447-5291

Expanded Subsidized Employment Vendors

AM Consulting Engineers  
5150 N. Sixth Street Suite 124  
Fresno, CA 93710  
Contact: Alfonso Manrique  
Telephone: 559-369-7235

AM Properties  
5150 N. Sixth Street Suite 124  
Fresno, CA 93710  
Contact: Alfonso Manrique  
Telephone: 559-369-7235

Attentive Senior Care  
36 E. Tuolumne St.  
Fresno, CA 93706  
Contact: Lawrence C. Holland  
Telephone: 916-996-6215

Attentive Senior Care II  
6149 E. Lowe Ave.  
Fresno, CA 93727  
Contact: Lawrence C. Holland  
Telephone: 916-996-6215

Bertao Family Industries Incorporated  
DBA Papa Murphy's Shaw/Blackstone  
5054 N. Blackstone Ave. #101  
Fresno, CA 93710  
Contact: David Bertao  
Telephone: 559-906-0360

Envisions Unlimited LLC. D.B.A.  
Repeat Performance Consignment Superstore  
1429 North Van Ness Ave.  
Fresno, CA 93728-1938  
Contact: Gwynn (Averill) Clark  
Telephone: 559-422-0129

Lu Kitchen & Bath Ins. D.B.A. Lu Granite & Cabinet Inc.  
2431 S Sarah,  
Fresno, CA 93706  
Contact: Jason Zhenming Lu

Telephone: 559-298-9998

Paul M. Smith II D.B.A.  
The Law Offices of Paul M. Smith II  
7161 N. Howard St. Ste. 206  
Fresno, CA. 93720  
Contact: Paul M. Smith II  
Telephone: 559-447-5291

## SUMMARY OF SERVICES

SERVICES:	Subsidized Employment	
AMOUNT/TERMS:	\$9,000,000	10/1/2020 to 9/30/2023
	\$3,000,000	10/1/2023 to 9/30/2024
	\$3,000,000	10/1/2024 to 9/30/2025

---

The County of Fresno, Department of Social Services (DSS) intends to provide short term wage subsidies to qualified CONTRACTOR's willing and able to hire California Work Opportunities and Responsibility to Kids (CalWORKs) Welfare-To-Work participants. CONTRACTORS shall make good faith efforts to retain the employee upon completion of the subsidized employment period.

The goal of subsidized employment is to provide Welfare-To-Work participants with long term and transitional employment opportunities with public, private and nonprofit jobs throughout Fresno County and contribute to the development of a trained workforce in the central valley for the purpose of attracting and retaining employers.

All CONTRACTORS will work with the Fresno County Economic Development Corporation (EDC) to for all matters related to this contract.

**A. In compliance with State of California Labor regulations CONTRACTOR is to ensure the employment of a subsidized participant:**

1. Does not result in the displacement of currently employed workers or impair existing contracts.
2. Shall be subject to the same hours of work, rules and regulations, rate of pay and accorded the same benefits as other non-subsidized employees of CONTRACTOR.
3. Shall be compensated equitably to similarly situated employees and will be no less than the minimum or prevailing wage.
4. Shall not be hired or remain working in any position when any person not supported by this Agreement is on layoff from the same or substantially equivalent job, or at a location affected by a labor dispute involving a work stoppage.
5. Shall not infringe on promotional opportunities of regular employees.
6. Shall be provided with Worker's Compensation coverage and with safety instructions and equipment necessary for reasonable protection against injury and damage.
7. Shall not encompass political and/or sectarian activities, or the promotion or deterrence of union organizing.
8. Shall provide a grievance procedure for participants which will include the requirements outlined in Manual Policies and Procedures (MPP) Section 42-720.4, by this reference incorporated herein and at a minimum include:
  - a. Information about the employees' rights under the law regarding displacement by a subsidized participant;
  - b. Information about the informal resolution and formal hearing processes;
  - c. Specific requirements about how to submit a grievance; and
  - d. Where to send the grievance.

A notice will be developed for the CONTRACTORs use and will be distributed to CONTRACTOR upon placement of a subsidized participant.

9. Will not occur if a member of the subsidized employee's immediate family is the CONTRACTOR or a person engaged in an administrative capacity for the CONTRACTOR.

**B. CONTRACTOR RESPONSIBILITIES:**

1. CONTRACTOR will attend a mandatory subsidized employment program orientation with an EDC representative before employment of a referred participant.
2. CONTRACTOR will register on the subsidized employment website at: <https://ready2hire.org/> to register and set up a CONTRACTOR account to manage requests for employees and new hire information. CONTRACTORS who fail to add their new hire information on the website will not receive wage reimbursement until completed.
3. CONTRACTOR will complete a monthly detailed evaluation for each subsidized employment participant on-line when completing the invoice. Failure to do so will result in nonpayment of the invoice until complete.
4. CONTRACTOR will designate a private location on site and permit DSS or EDC staff to speak with the employee at the work site if necessary.
5. CONTRACTOR will inform the DSS or EDC of job performance issues to seek resolution prior to termination.
6. CONTRACTOR will notify the DSS or EDC by telephone or email within five (5) working days of an employee's termination.
7. If CONTRACTOR is represented by a third CONTRACTOR must work with EDC to address any client complaints toward the third-party representative.

**C. COUNTY RESPONSIBILITIES:**

1. COUNTY will refer eligible, job-ready (individuals who have overcome barriers and are wanting and willing to gain employment) CalWORKs participants to the CONTRACTOR based upon the expressed job requirements.
2. COUNTY will provide potential employees with basic employment skills training or certify that the participant has sufficient workplace skills to be successful in the employment placement considered based on prior work history.
  - a. Workplace skills may include, but not be limited to:
    - Attendance
    - Timeliness
    - Appropriate Dress
    - Communication
    - Conflict resolution
3. Coordinate with the employer to acquire job specific training and/or certification as may be required.
4. Ensure that each subsidized employment participant has an assigned Case Managing Job Specialist.
5. Work with the employee to address barriers to employment, within the scope and limitations of the CalWORKs program, including but not limited to assistance with transportation, childcare, clothing, tools and equipment.
6. Meet with the CONTRACTOR prior to acceptance of a participant as an employee, and as often as necessary thereafter, to explain the terms, conditions, requirements and procedures related to the administration of the program.
7. Establish formal communication pathways to facilitate communication between the CONTRACTOR, the EDC, and the DSS.
8. Provide a notice for CONTRACTORS use which will provide information for subsidized participants with information about their rights to file displacement grievances, in

accordance to All County Information Notice No. 1-33-13, by this reference incorporated herein.

**D. Subsidized Employment Wage Reimbursement Program Parameters:**

1. CONTRACTOR shall be reimbursed only for actual wages paid in accordance to the tier payment identified below.
2. Initial subsidized employment placement is for two 13 week periods and will be reimbursed 100% of wages paid for the first 13 weeks and 75% of wages for the subsequent three 13 weeks (for a total of 26 weeks) in accordance to the following reimbursement structure:
3. The initial extension will not be granted unless employee will be getting an increase in wages and job duties.

Placement Week	Wage Reimbursement
1-13	100%
14-26	75%
27-39 (Possible Extension)	50%
40-52 (Possible Extension)	25%

### 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).



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