

AGREEMENT

THIS AGREEMENT is made and entered into this 22nd day of June, 2021, 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 incorporated herein by this reference, collectively hereinafter referred to as "CONTRACTOR," and such additional contractors as may, from time to time during the term of this Agreement, be added by COUNTY.

WITNESSETH

WHEREAS, pursuant to the California Work Opportunity and Responsibility to Kids Act (Welfare and Institutions 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 designed to maximize employment opportunities to qualified CalWORKs clients; and

WHEREAS, COUNTY, through its Department of Social Services (DSS), has developed and submitted to the State of California, a CalWORKs COUNTY Plan meeting the requirements of CalWORKs to deliver employment and training services to qualified CalWORKs clients; and

WHEREAS, COUNTY, is authorized to enter into an Agreement with CONTRACTOR for such services pursuant to CalWORKs and the rules and regulations of the California Department of Social Services; and

WHEREAS, CONTRACTOR represents it can provide work experience and community services training to eligible CalWORKs recipients.

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

1. SERVICES

A. CONTRACTOR shall perform all services and fulfill all responsibilities as identified in COUNTY's Request For Statement of Qualifications (RFSQ) number 21-049 dated April 30, 2021, and COUNTY's ADDENDUM NUMBER: ONE (1) to RFSQ number 21-049 dated May 6, 2021,

1 hereinafter collectively referred to as COUNTY Revised RFSQ #21-049, and CONTRACTOR's
2 response to said RFSQ #21-049, all incorporated herein by reference and made part of this Agreement.

3 B. CONTRACTOR shall provide Work Experience and Community Services
4 Training to eligible CalWORKs recipients as set forth in Exhibit B, Summary of Services, attached
5 hereto and by this reference incorporated herein.

6 C. In the event of any inconsistency among these documents, the inconsistency
7 shall be resolved by giving precedence in the following order of priority: 1) to this Agreement, including
8 all Exhibits; 2) to the COUNTY's Revised RFSQ #21-049; and 3) to the Response to the Revised RFSQ
9 # 21-049. A copy of COUNTY's Revised RFSQ #21-049, and CONTRACTOR's response shall be
10 retained and made available during the term of this Agreement by COUNTY's DSS.

11 D. CONTRACTOR shall provide all services in accordance with the State of
12 California's Social Services Manual of Policies and Procedures (MPP), Eligibility and Assistance
13 Standards, incorporated herein by this reference. This MPP can be viewed at

14 <https://www.cdss.ca.gov/inforesources/cdss-regulations-home-page>.

15 **2. TERM**

16 The term of this Agreement shall be for a period of three (3) years, commencing on July 1, 2021
17 through and including June 30, 2024. This Agreement shall automatically renew for two (2) additional
18 consecutive twelve (12) month periods, upon the same terms and conditions herein set forth, unless
19 written notice of non-renewal is given by either CONTRACTOR, COUNTY, or COUNTY's DSS Director
20 or designee no later than thirty (30) days prior to the close of the current Agreement term. The
21 termination date specified herein shall be the termination date for all CONTRACTORS, regardless of
22 when CONTRACTOR is added to this Agreement. Each CONTRACTOR added to this Agreement after
23 the execution of this Agreement by all parties shall become part of the Agreement, as set forth in
24 Section Twenty-Three (23) of this Agreement.

25 **3. TERMINATION**

26 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
27 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
28 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement

1 terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

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

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

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

15 C. Without Cause - Under circumstances other than those set forth above, this
16 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of
17 an intention to terminate to CONTRACTOR.

18 **4. COMPENSATION**

19 CONTRACTOR and COUNTY shall perform services pursuant to the terms and conditions of
20 this Agreement without the payment of any monetary consideration by CONTRACTOR or COUNTY,
21 one to the other, except for ancillary services. Ancillary services are job-related supportive services
22 provided by the COUNTY's Department of Social Services to CalWORKs recipients that participate in
23 an approved Welfare-to-Work activity. These services are mandated under Welfare and Institutions
24 Code Section 11323.2 and include but are not limited to: payments for the cost of books, tools, fees,
25 clothing, and other necessary costs specifically required for participation in the COUNTY-approved
26 Welfare-to-Work activity. COUNTY's Department of Social Services determines the amount to be paid
27 for each service in accordance with guidelines issued by the State of California's Department of Social
28 Services.

1 CONTRACTOR may be issued payments to fulfill ancillary services for CalWORKs participants
2 as specified by the COUNTY. In no event shall compensation for ancillary services under this
3 Agreement to CONTRACTORS collectively be in excess of Ten Thousand and No/100 Dollars
4 (\$10,000) per twelve (12) month period (July 1st through June 30th). In no event shall compensation for
5 ancillary services under this Agreement be in excess of Fifty Thousand and No/100 Dollars (\$50,000)
6 during the period July 1, 2021 through June 30, 2026.

7 It is understood that all expenses incidental to CONTRACTOR's performance under this
8 Agreement, including fulfillment of ancillary services, shall be borne by CONTRACTOR.

9 Except as provided below regarding state payment delays, payments by COUNTY shall be in
10 arrears, for services provided during the preceding month, within forty-five (45) days after receipt and
11 verification of CONTRACTOR's invoices by COUNTY. If CONTRACTOR should fail to comply with any
12 provision of this Agreement, COUNTY shall be relieved of its obligation for further compensation. All
13 final claims for ancillary services shall be submitted by CONTRACTOR within sixty (60) days following
14 the final month of service for which payment is claimed. No action shall be taken by COUNTY on claims
15 submitted beyond the sixty (60) day closeout period. The services provided by CONTRACTOR under
16 this Agreement are funded in whole or in part by the State of California. In the event that funding for
17 these services is delayed by the State Controller, COUNTY may defer payment to CONTRACTOR. The
18 amount of the deferred payment shall not exceed the amount of funding delayed by the State Controller
19 to COUNTY. The period of time of the deferral by COUNTY shall not exceed the period of time of the
20 State Controller's delay of payment to COUNTY plus forty-five (45) days.

21 **5. INVOICING**

22 CONTRACTOR shall invoice COUNTY in arrears by the tenth (10th) of each month for actual
23 ancillary expenses incurred in the previous month to: DSSInvoices@fresnocountyca.gov. Supporting
24 documentation shall accompany the invoice and shall include but is not limited to receipts, and/or
25 invoices received. No reimbursement for ancillary services shall be made until necessary backup
26 documentation is received, reviewed and approved by COUNTY.

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1 **6. MODIFICATION**

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

4 B. CONTRACTOR hereby agrees that changes to the compensation under this
5 agreement may be necessitated by a reduction in funding from State or Federal sources.
6 CONTRACTOR further understands that this Agreement is subject to any restrictions, limitations, or
7 enactments of all legislative bodies which affect the provisions, term, or funding of this agreement in
8 any manner.

9 **7. 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
12 CONTRACTOR's officers, agents, employees and CalWORKs Participants will at all times be acting
13 and performing as an independent CONTRACTOR, and shall act in an independent capacity and not
14 as an officer, agent, servant, employee, joint venturer, partner, associate or volunteer of COUNTY.
15 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by
16 which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to
17 administer this Agreement so as to verify that CONTRACTOR is performing its obligations in
18 accordance with the terms and conditions thereof.

19 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules
20 and regulations, if any, of government authorities having jurisdiction over matters which are directly or
21 indirectly the subject of this Agreement.

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

1 to COUNTY or to this Agreement.

2 **8. HOLD HARMLESS**

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

14 B. COUNTY agrees to indemnify, save, hold harmless, and at CONTRACTOR's
15 request, defend CONTRACTOR, its officers, agents and employees from any and all costs and
16 expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring or
17 resulting to CONTRACTOR in connection with the performance, or failure to perform, by COUNTY, its
18 officers, agents, employees and volunteers under this Agreement, and from any and all costs and
19 expenses, including attorney fees and court costs, damages, liabilities, claims and losses occurring or
20 resulting to any person, firm or corporation who may be injured or damaged by the performance, or
21 failure to perform, of COUNTY, its officers, agents, employees, and volunteers under this Agreement. In
22 addition, COUNTY agrees to indemnify CONTRACTOR for Federal, State of California and/or local
23 audit exceptions resulting from noncompliance herein on the part of COUNTY.

24 C. COUNTY and CONTRACTOR shall give timely notice to the other of any claim,
25 demand, lien or suit coming to its knowledge which in any way might affect the other party and each
26 party shall have the right to participate in the defense of the same to the extent of its interest. COUNTY
27 and CONTRACTOR recognize that the significant mutual benefits of this Agreement depend upon
28 close cooperation and good faith handling of matters subject to such indemnification provisions and

1 agree to collaborate with each other in the defense of any such claim, demand, lien or suit brought
2 against either party to this Agreement.

3 **9. INSURANCE**

4 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third
5 parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following
6 insurance policies or a program of self-insurance, including but not limited to, an insurance pooling
7 arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

8 A. Commercial General Liability

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

15 B. Automobile Liability

16 Comprehensive Automobile Liability Insurance with limits of not less than One Million
17 Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should
18 include any auto used in connection with this Agreement. If CONTRACTOR provides transportation to
19 COUNTY CalWORKs participants in connection with this Agreement, a combined single limit of not less
20 than One Million Dollars (\$1,000,000.00) is required. Participants are not allowed to drive while
21 participating in any work experience or community services placement

22 C. Professional Liability

23 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,
24 M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million
25 Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.
26 CONTRACTOR agrees that it shall maintain, at its sole expense, in full force and effect for a period of
27 three (3) years following the termination of this Agreement, one or more policies of professional liability
28 insurance with limits of coverage as specified herein.

1 D. Worker's Compensation

2 A policy of Worker's Compensation insurance as may be required by the California
3 Labor Code. Worker's Compensation is covered by the State for individuals when they participate in
4 CalWORKs Unpaid Community Services/Work Experience (ACL 00-14).

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

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

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

1 minimum of thirty (30) days advance, written notice given to COUNTY.

2 COUNTY shall not place any Welfare-to-Work work experience or community service
3 participants at any CONTRACTOR's site for work experience and community services participation until
4 COUNTY has verified that the insurance policies or a program of self-insurance has been obtained and
5 are in full force.

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

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

12 **10. SUBCONTRACTS**

13 Neither party shall assign, transfer or subcontract this Agreement nor their rights or duties under
14 this Agreement without the prior written consent of the other party.

15 CONTRACTOR shall obtain written approval from COUNTY or COUNTY's DSS Director, or
16 designee before assigning, transferring or subcontracting this Agreement, or their rights or duties under
17 this Agreement. Any transferee, assignee or subcontractor will be subject to all applicable provisions
18 of this Agreement, and all applicable State and Federal regulations. CONTRACTOR shall be held
19 primarily responsible by COUNTY for the performance of any transferee, assignee or subcontractor
20 unless otherwise expressly agreed to in writing by COUNTY. The use of subcontractor by
21 CONTRACTOR shall not entitle CONTRACTOR to any additional compensation than is provided for
22 under this Agreement.

23 **11. CONFLICT OF INTEREST**

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

1 interest laws, statutes and regulations, which shall be applicable to all parties and beneficiaries under
2 this Agreement and any officer, employee or agent of the COUNTY.

3 **12. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

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

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 CONTRACTOR gives the above agreement in consideration of and for the purpose of obtaining
22 any and all federal and state assistance. CONTRACTOR hereby agrees that administrative
23 methods/procedures which have the effect of subjecting individuals to discrimination or defeating the
24 objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures
25 (MPP) Chapter 21, will be prohibited.

26 CONTRACTOR agrees to compile data, complete training, maintain records and submit reports
27 as required, to permit effective enforcement of the aforementioned laws, rules and regulations and
28 permit authorized COUNTY, CDSS and/or federal government personnel, during normal working hours,

1 to review such records, books and accounts as needed to ascertain compliance. If there are any
2 violations of this Non-Discrimination section, CDSS shall have the right to invoke fiscal sanctions or
3 other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government
4 Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal
5 agency for further compliance action and enforcement of this section. Furthermore, if an allegation of
6 discrimination occurs, COUNTY may suspend Welfare-to-Work Participant placements, until
7 CONTRACTOR can show clear and convincing evidence to the satisfaction of COUNTY that the
8 alleged discrimination did not occur.

9 A. Eligibility for Services

10 CONTRACTOR shall prepare and make available to COUNTY and to the public all
11 eligibility requirements to participate in the program.

12 B. Employment Opportunity

13 CONTRACTOR shall comply with the COUNTY policy, and the Equal Employment
14 Opportunity Commission guidelines, which forbids discrimination against any person on the grounds of
15 race, color, national origin, sex, religion, age or handicapped status in employment practices. Such
16 practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion,
17 transfer, rates of pay or other forms of compensation, use of facilities and other terms and conditions of
18 employment.

19 C. Nepotism

20 Except by consent of the COUNTY'S DSS Director, or designee, no person shall be
21 employed by CONTRACTOR who is related by blood or marriage to, or who is a member of the Board
22 of Directors or an officer of CONTRACTOR.

23 D. The requirements stated above are binding on CONTRACTORS directly or
24 through contract, license, or other provider services, as long as it receives federal or state assistance.

25 **14. CONFIDENTIALITY AND SECURITY**

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

1 comply with the provisions of Sections 10850 and 14100.2 of the Welfare and Institutions Code, as well
2 as the California Department of Social Services (CDSS) Manual of Policies and Procedures, Division
3 19-0000 and the California Department of Health Care Services (DHCS) Medi-Cal Eligibility Procedures
4 Manual, Section 2H. These Code sections provide that:

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

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

13 C. No person shall publish, disclose, or use or permit or cause to be published,
14 disclosed or used any confidential information pertaining to an applicant or recipient, except as is
15 provided by laws.

16 D. CONTRACTOR shall inform all of its employees, agents, officers and
17 subcontractors of the above provisions and that any person knowingly and intentionally violating such
18 provisions is guilty of a misdemeanor.

19 The current versions of both the DHCS and CDSS Privacy and Security agreements are
20 available upon request or can be viewed at: <http://www.co.fresno.ca.us/MediCalPrivacy/>.

21 CONTRACTOR shall insure that all personally identifiable information (PII), as defined in the
22 Agreements, concerning program recipients shall be kept confidential and shall not be opened to
23 examination, publicized, disclosed, or used for any purpose not directly connected with the
24 administration of the program. CONTRACTOR shall use appropriate administrative, physical, and
25 technical safeguards to protect PII, as set forth in the Agreements. Upon discovery of a breach, security
26 incident, intrusion, or unauthorized access, use, or disclosure of PII, CONTRACTOR shall immediately
27 report the incident to the COUNTY by calling (559) 600-2300 or E-mailing at
28 dssprivacyofficer@fresnocountyca.gov. CONTRACTOR shall certify that all employees, agents, officers

1 and subcontractors have received privacy and security training before accessing any PII and have
2 received refresher training annually, as required by the Agreements.

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

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

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

14 A. COUNTY and CONTRACTOR recognize that Federal assistance funds will be
15 used under the terms of this Agreement. For purposes of this paragraph, CONTRACTORS will be
16 referred to as the “prospective recipients”.

17 B. This certification is required by the regulation implementing Executive Order
18 12549, Debarment and Suspension, 29 CFR Part 98m section 98.510, Participant’s responsibilities.

19 1. The prospective recipients of Federal assistance funds certified by
20 entering into this Agreement, that neither they nor their principals are presently debarred, suspended,
21 proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction
22 by any Federal department or agency.

23 2. The prospective recipients of funds agree by entering into this
24 Agreement, that it shall not knowingly enter into any lower tier covered transaction with a person who is
25 debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from
26 participation in this transaction by any Federal department or agency with which this transaction
27 originated.

28 3. Where the prospective recipients of Federal assistance funds are unable

1 to certify to any of the statements in this certification, such prospective participant shall attach an
2 explanation to this Agreement.

3 4. The prospective recipients shall provide immediate written notice to
4 COUNTY if at any time prospective recipients learn that their certification in Paragraph Fifteen (15) of
5 this Agreement was erroneous when submitted or has become erroneous by reason of changed
6 circumstances.

7 5. The prospective recipients further agree that by entering into this
8 Agreement, they will include a clause identical to section seventeen (17) of this Agreement and titled
9 "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier
10 Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier
11 covered transaction.

12 6. The certification in section seventeen (17) of this Agreement is a material
13 representation of fact upon which COUNTY relied in entering into this Agreement.

14 **17. GRIEVANCES**

15 CONTRACTOR shall establish procedures for handling client complaints and/or grievances.
16 Such procedures will include provisions for informing clients of their rights to a State Hearing to resolve
17 such issues.

18 **18. STATE ENERGY CONSERVATION**

19 CONTRACTORS must comply with the mandatory standard and policies relating to energy
20 efficiency which are contained in the State Energy Conservation Plan issued in compliance with 42
21 United States (US) Code sections 6321, et. Seq.

22 **19. POLITICAL ACTIVITY**

23 None of the funds, materials, property or services provided directly or indirectly under this
24 Agreement shall be used for any political activity, or to further the election or defeat of any candidate for
25 public office.

26 **20. FRATERNIZATION**

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

1 clients regarding fraternization guidelines.

2 **21. INTERPRETATION OF LAWS AND REGULATIONS**

3 COUNTY reserves the right to make final interpretations or clarifications on issues relating to
4 Federal and State laws and regulations, to ensure compliance.

5 **22. AUDITS AND INSPECTIONS**

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

11 **23. ADDITIONS/DELETIONS OF CONTRACTORS**

12 COUNTY'S DSS Director, or designee, reserves the right at any time during the term of this
13 Agreement to add new CONTRACTORS to those listed in Exhibit A. It is understood any such additions
14 will not affect compensation paid to any other CONTRACTOR, and therefore such additions may be
15 made by COUNTY without notice to or approval of the other CONTRACTORS under this Agreement.
16 These same provisions shall apply to the deletion of any CONTRACTORS contained in Exhibit A,
17 except that deletions shall be by written mutual agreement between the COUNTY and the identified
18 CONTRACTOR to be deleted, or shall be in accordance with the provisions of Section Three (3),
19 TERMINATION, of this Agreement.

20 **24. SEPARATE AGREEMENT**

21 It is mutually understood by the parties that this Agreement does not, in any way, create a joint
22 venture among the individual CONTRACTORS. By execution of the Agreement CONTRACTOR
23 understands that a separate agreement is formed between each individual CONTRACTOR and
24 COUNTY.

25 **25. AVAILABILITY**

26 COUNTY'S DSS may or may not require the services of CONTRACTOR during each term of
27 this Agreement. COUNTY'S DSS recognizes that due to other employment, CONTRACTOR may or
28 may not be available to perform services at times requested by COUNTY'S DSS.

1 **26. NOTICES**

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

4 <u>County of Fresno</u>	<u>CONTRACTOR</u>
5 County of Fresno	See Exhibit A
6 Director, Department of Social Services	See Exhibit A
7 205 W. Pontiac Way, Building 2	See Exhibit A
8 Clovis CA 93612	See Exhibit A

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

24 **27. CHANGE OF LEADERSHIP/MANAGEMENT**

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

1 **28. GOVERNING LAW**

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

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

6 **29. ENTIRE AGREEMENT**

7 This Agreement including all exhibits, all of which are attached hereto and incorporated herein
8 by this reference, constitutes the entire agreement between the CONTRACTOR and COUNTY with
9 respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals,
10 commitments, writings, advertisements, publications, and understanding of any nature whatsoever
11 unless expressly included in this Agreement.

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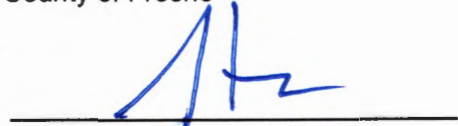
28 ///

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

3 County of Fresno

4

5



6 Steve Brandau

7 Chairman of the Board of Supervisors of the County of Fresno

8

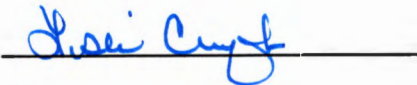
9 ATTEST:

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

18

19

20

21 FOR ACCOUNTING USE ONLY:

22 Fund/Subclass: 0001/10000

23 ORG No.: 56107001

24 Account No.: 7870/0

25 Requisition No.: 5612101043

26

27

28

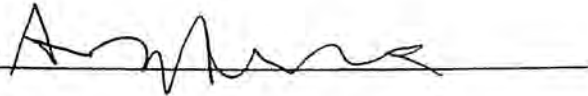
1 **Work Experience/Community Service Contractor:**

2

3 **NAME OF ORGANIZATION:**

4 Neighborhood Industries

5

6 By: 

7

8 Print name: ANTHONY ARMOUR

9


10 Title: CEO

11 Chairman of the Board, President or Vice President

12

13

14

15 By: 

16

17 Print name: JAKE A. SOBENA

18

19 Title: BOARD PRESIDENT

20 Secretary of the corporation, Assistant Secretary,
Chief Financial Officer or Assistant Treasurer

21

22 Mailing address:

23 353 E Olive Ave

24 Fresno, CA 93728

25 Contact: Addie Carr

26 Telephone: (559) 498-0708

27

28

1 Work Experience/Community Service Contractor:

2

3 NAME OF ORGANIZATION:

4 Catholic Charities of Diocese

5

6 By: Bruce T. Batti

7

8 Print name: Bruce Batti

9

10 Title: Chairman of the Board

11

Chairman of the Board, President or Vice President

12

13

14 By: Stevenson G. Spencer

15

16

17 Print name: STEVENS G. SPENCER

18

19 Title: SECRETARY OF THE CORPORATION

20

Secretary of the corporation, Assistant Secretary,
Chief Financial Officer or Assistant Treasurer

21

22 Mailing address:

23

149 N Fulton St

24

25

26

Contact: Virginia Mendoza

27

Telephone: (559) 237-0851

28

Approved Contractors for Work Experience/Community Service

<u>Number</u>	<u>Vendor</u>
1	Neighborhood Industries
2	Catholic Charities of Diocese

SUMMARY OF SERVICES

SERVICES:	Work Experience/Community Service Program
TERM:	July 1, 2021 to June 30, 2024 July 1, 2024 to June 30, 2025 (optional) July 1, 2025 to June 30, 2026 (optional)

I. OVERVIEW

The Department of Social Services (COUNTY) has established a Master Agreement with qualified public and private organizations for Welfare to Work (WTW) participants to receive unpaid and supervised activities that provide basic job skills, enhance existing job skills, or meet a needed community service, in order to improve their transitions to employment and self-sufficiency.

Two core services provided through this agreement are:

- **Work Experience:** An unpaid and supervised work activity that provides basic job skills and aligns with the WTW participant's overall employment goals.
- **Community Service:** An unpaid and supervised work activity that serves a useful community purpose and assists WTW participants with obtaining basic job skills or enhancing existing job skills.

Work Experience/Community Service program (WEX) participants do not receive hourly wage payments, but their hours of activity are counted toward the requirement to receive CalWORKs benefits.

II. TARGET POPULATION

Services are targeted toward WTW participants who may have limited work history, job skills, or limited English proficiency.

III. PLACEMENTS

Each participant is assigned a Case Managing Job Specialist (CMJS) that assesses for work history, job skills, aptitude, and educational history. Once assessed, a WTW Employment Plan is created and utilized to match participants to an available WEX placement.

Placements generally last up to six months, however, they can be extended at the discretion of the COUNTY and CONTRACTOR for up to 12 months total.

IV. PARTICIPATION

A WTW participant's hours of participation shall be determined by the CMJS to meet the Federal Work Participation Rate (WPR). There is no minimum number of hours that participants must work, but no participant may work more than 40 hours per week.

V. CONTRACTOR RESPONSIBILITIES

A. CONTRACTOR must provide all the following:

1. A structured, supervised, learning experience, based upon the needs of the WTW participant, that can lead to self-sufficiency.
 - This may include on-the-job training, exposure to various aspects of the workplace, job shadowing, community services, and other elements that will assist WTW participants with gaining work experience and enhancing their work skills.
2. A completed Work Experience/Community Service Provider Application (Attachment A) for each job classification and work site.
3. A work site that complies with all Federal, State, and local regulations including the Fair Labor Standards Act of 1938, Workforce Investment Act, and all applicable health and safety standards.
4. Posted notices at each work site regarding the displaced employee grievance process (Attachment A).
5. A liaison to work with the CMJS to ensure workplace safety, monitor progress of the WTW participant, assist with site visits, and respond to problems reported by the CMJS.
6. Report the progress of each participant and assist with monthly monitoring meetings with the CMJS and WTW participant.
7. Obtaining and maintaining insurance documentation as stated in section ten (10) of the agreement (renewals must be emailed to DSSContractInsurance@fresnocountyca.gov box and DSS Liaison).

B. CONTRACTOR must provide assurance that all WEX placements will not:

1. Displace or partially displace current employees.
2. Displace seasonal employees in the construction industry.
3. Fill promotional positions for current employees.
4. Fill positions created by termination, layoff, reduction in work force, or resulting from a strike or labor dispute.
5. Replace previously contracted services prior to its expiration date.
6. Cause the denial of protections afforded to other workers on the worksite under State and Federal workplace health, safety, and representation laws.
7. Drive any vehicle while participating in any WEX placement.
8. Discriminate against any trainee because of race, color, religion, sex, national origin, age, disability, marital status, or political affiliation or belief. Additionally, the work experience must comply with the Americans with Disabilities Act.

C. CONTRACTOR agrees to provide Civil Rights Training:

1. To all staff and agents within 30 days of the commencement of this Agreement.
2. To any new hires within 30 days of the date of employment.
3. To all staff annually by April 1st of every calendar year thereafter.
4. Additional trainings required by DSS.

VI. WORKER'S COMPENSATION

A. CONTRACTOR shall be responsible for reporting all incidences of WEX participant

injury to the California Department of Social Services (CDSS) Worker's Compensation coverage provider, York Risk Services Group, Inc. as outlined in All County Letter (ACL) No. 13-56 at the following web address:

<https://www.cdss.ca.gov/lettersnotices/EntRes/getinfo/acl/2013/13-56.pdf>

- B. When the CONTRACTOR receives notification, from any source, that a WEX participant incurred an injury while participating in the program, the following procedures must be followed within one (1) working day:
1. CONTRACTOR completes lines 9-17 of the DWC-1 form (Employee's Workers' Compensation Claim Form) and gives the DWC-1 form to the employee. CONTRACTOR is to notify COUNTY via email at DSSASU@fresnocountyca.gov ATTN: Work Experience Staff Analyst, within 24 hours of the reported injury.
 2. CONTRACTOR must have the employee sign and date the Acknowledge of Receipt of the Employee Workers' Compensation Claim form.
 3. If the employee completes the DWC-1, he/she should be given a copy of the DWC-1 and CONTRACTOR is to retain remaining copies.
 4. The appropriate supervisor should complete the Supervisor's Report of Injury. CONTRACTOR must complete the Employer's Report of Occupational Injury or Illness, Form 5020. To access this form online visit the following York link: <http://www.yorkrsg.com/>. All information requested on the Form 5020 is essential for the proper handling of the potential claim. The information provided on the Form 5020 must be complete, accurate, and contain the worksite supervisor's signature and title. Please understand that the worksite supervisor's signature is not an admission of liability. Form 5020 can be filed with York via online, fax, and mail.

VII. COUNTY RESPONSIBILITIES

COUNTY shall be responsible for the following:

- A. Meeting with CONTRACTOR to sign the Master Agreement before any WEX participant placements can be made.
- B. Obtaining and maintaining record of all required insurance.
- C. Provide the CONTRACTOR material for any training required by the COUNTY.
- D. The CMJS shall:
 1. Screen and identify WTW participants for appropriate WEX placement.
 2. Assess WTW participants for work history, job skills, aptitude, and educational history and participant's overall employment goals for appropriate WEX placement.
 3. Calculate the hours of WEX participation available.
 4. Prepare the participant's WTW Employment Plan that matches an available Work Experience/Community Service activity.
 5. Assist the participant with additional supportive services, such as ancillary payments for necessary work goods, transportation, and childcare.
 6. Assist the WEX participant with understanding the organization's needs and adhering to work requirements.
 7. Provide case management and supportive services for the WEX participant as eligible and necessary.

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 Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	

Work Experience/Community Service Application and Checklist

Name of Business: _____

DBA (if applicable): _____

Mailing Address: _____

Primary Contact: _____ Telephone: _____

Email Address: _____

Check All That Apply Municipality Non-profit Corporation Private business

Vendor Authorized Signors

Name: _____ Title: _____
Board Chair, President, VP, Owner

Only corporations must provide two different authorized signors.

Name: _____ Title: _____
Corp Secretary, CFO, Treasurer

Please complete all checklist items before submitting your application

- Work Experience/Community Service Position Description**
A separate Position Description must be completed for each Job Title (see attached).
- IRS Non-profit Determination Letter or Business License**
Non-profit corporations must provide a copy of their IRS determination letter. Businesses and corporations must provide a copy of their Business License. This is not applicable to Government Agencies.
- Notice to Employees**
I affirm that a copy of the attached Displacement Flyer will be posted at the business work site prior to the first shift of any WEX participant (see attached).
- Completed Checklist**
Please submit this completed Checklist with your application.

Work Experience/Community Service Position Description

This information may be shared with WEX participants.

Please complete a separate Position Description for each Job Title.

Job Title: _____ # of Positions Available: _____

Worksite Location(s): _____

Worksite Supervisor: _____ Telephone: _____

Email Address: _____

Duties:

Minimum Qualifications:

Special Clothing / Equipment Requirements:

Other Information:

NOTICE TO EMPLOYEES

California Work Opportunity and Responsibility to Kids (CalWORKs) Welfare-to-Work program participants are working at this location.

State law prohibits employers from using Welfare-to-Work participants in a way that will cause other employees to lose their job, to be laid off, or to have their work hours reduced, including overtime hours currently being worked. An employer cannot place Welfare-to-Work participants into jobs that would otherwise be promotional opportunities for existing employees, unless such promotions are filled through an open process in which recipients are provided equal opportunity to compete. An employer must not violate any personnel or collective bargaining agreement rules when including a Welfare-to-Work participant in his or her work force, including the following:

- The filling of a position prior to compliance with applicable personnel procedures or provisions of collective bargaining agreements.
- Fill any unfilled public agency positions unless the positions are unfunded in the agency's budget.
- The filling of a position created by termination, layoff, or reduction in work force, caused by the employer's intent to fill the position with a subsidized position.
- A strike, lockout, or other bona fide labor dispute, or violation of any existing collective bargaining agreement between employees and employers.
- The filling of a work assignment customarily performed by a worker in a job classification covered by a collective bargaining agreement in that specific worksite, or the filling of a work assignment in any bargaining unit in which funded positions are vacant or in which regular employees are on layoff.
- Terminating a contract for work before it ends, causing the workers under the contract to be fully or partially replaced.
- Denying Welfare-to-Work participants protections provided other workers on the worksite under state and federal workplace health, safety, and representation laws.

If you believe your employer has violated any of the above rules, you or your representative may file a complaint with the county welfare department. Upon receipt of a written complaint, the county will work with you and your employer to try to resolve the complaint informally. This informal resolution period will not be more than ten calendar days. The county shall send a letter to you and your employer no later than the twentieth calendar day from the date the county received your complaint. The letter will tell you of your employer's response to the complaint, and any actions your employer is willing to take to resolve the complaint informally.

If you are dissatisfied with your employer's informal response or the problem cannot be resolved informally, you may request a formal hearing with the State of California. A written request for a formal hearing must be filed within ten calendar days after receiving the county's informal resolution letter. Formal hearings shall be conducted by the California Department of Social Services, State Hearings Division. For union employees, any grievance procedure in the collective bargaining agreement shall be used instead of this displacement grievance procedure.

Note: A complaint against your employer must be in writing and must contain the following:

- Your full name, mailing address (if you have one), and telephone or message number (if you have one).
- If you do not have a mailing address or a message number, we will have no way to tell you the result of the informal resolution. You may still file a complaint, but you are responsible for following up with the county to learn the result.
- The full name and address of your employer.
- A clear and brief statement of the facts, including important dates, which have led you to file this complaint.
- A statement that you are filing this complaint under penalty of perjury.
- Your Signature.

SEND YOUR COMPLAINT TO THE ADDRESS BELOW:

*County of Fresno Department of Social Services
Programs and Grants Work Experience Staff Analyst
205 W Pontiac Way, Bld 2,
Clovis CA 93612*