

AGREEMENT

THIS AGREEMENT is made and entered into this 31st day of January, 2017, 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 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 their mutual covenants and conditions, the parties hereto agree as follows:

1. SERVICES

A. CONTRACTOR shall be held responsible for all services as set forth in Exhibit B, Summary of Services, attached hereto and by this reference incorporated herein.

1 B. CONTRACTOR shall provide all services in accordance with the State of
2 California's Social Services Manual of Policies and Procedures (MMP), Eligibility and Assistance
3 Standards, incorporated herein by reference. This MMP can be viewed at
4 www.dss.cahwnet.gov/ord/PG302.htm.

5 **2. TERM**

6 This Agreement shall become effective upon execution and shall terminate on the 30th
7 day of September, 2017.

8 This Agreement shall be extended for two (2) additional twelve (12) month periods,
9 upon the conditions herein set forth, unless written notice of non-renewal is given by either
10 CONTRACTOR, COUNTY, or COUNTY's DSS Director or designee no later than thirty (30) days
11 prior to the close of the current Agreement term.

12 **3. TERMINATION**

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

18 B. Breach of Contract – COUNTY or CONTRACTOR may immediately suspend or
19 terminate this Agreement in whole or in part, wherein the determination of COUNTY there is:

- 20 1) A failure to comply with any term of this Agreement; or
21 2) A substantially incorrect or incomplete report submitted to COUNTY.

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

25 **4. COMPENSATION**

26 CONTRACTOR and COUNTY shall perform services pursuant to the terms and
27 conditions of this Agreement without the payment of any monetary consideration by
28 CONTRACTOR or COUNTY, one to the other, except for ancillary services. Ancillary services are

1 job-related supportive services provided by the COUNTY's Department of Social Services to
2 CalWORKs recipients that participate in an approved Welfare-to-Work activity. These services are
3 mandated under Welfare and Institutions Code Section 11323.2 and include but are not limited to:
4 payments for the cost of books, tools, fees, clothing, and other necessary costs specifically required
5 for participation in the COUNTY- approved Welfare-to-Work activity. COUNTY's Department of
6 Social Services determines the amount to be paid for each service in accordance with guidelines
7 issued by the State of California's Department of Social Services.

8 CONTRACTOR may be issued payments to fulfill ancillary services for CalWORKs
9 participants as specified by the COUNTY. In no event shall compensation for ancillary services
10 under this Agreement to CONTRACTORS collectively be in excess of Ten Thousand and No/100
11 Dollars (\$10,000) per twelve (12) month period (October 1 through September 30). It is understood
12 that all expenses incidental to CONTRACTOR's performance under this Agreement, including
13 fulfillment of ancillary services, shall be borne by CONTRACTOR.

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

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1 **5. INVOICING**

2 CONTRACTOR shall invoice COUNTY in arrears by the tenth (10th) of each month for
3 actual ancillary expenses incurred in the previous month. Supporting documentation shall
4 accompany the invoice and shall include but is not limited to receipts, and/or invoices received. No
5 reimbursement for ancillary services shall be made until necessary backup documentation is
6 received, reviewed and approved by COUNTY.

7 **6. INDEPENDENT CONTRACTOR**

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

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

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1 **7. MODIFICATION**

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

4 **8. HOLD-HARMLESS**

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

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

27 C. COUNTY and CONTRACTOR shall give timely notice to the other of any claim,
28 demand, lien or suit coming to its knowledge which in any way might affect the other party and

1 each party shall have the right to participate in the defense of the same to the extent of its interest.
2 COUNTY and CONTRACTOR recognize that the significant mutual benefits of this Agreement
3 depend upon close cooperation and good faith handling of matters subject to such indemnification
4 provisions and agree to collaborate with each other in the defense of any such claim, demand, lien
5 or suit brought against either party to this Agreement.

6 D. Each of the parties to this Agreement shall be solely liable for negligent and
7 wrongful acts or omissions of its officers, agents, employees and CalWORKs participants occurring
8 in the performance hereof, and if either party becomes liable for any loss or damages as a result of
9 the acts or omissions of its officers, agents, employees, and CalWORKs participants, it shall pay
10 such loss or damages without contribution of the other party.

11 **9. INSURANCE**

12 Without limiting each party's right to obtain indemnification from one to the other or
13 any third parties, each party, at their sole expense, shall maintain in full force and affect the
14 following insurance policies or self-insurance, including but are not limited to, insurance pooling
15 arrangements or Joint Partners Agreement (JPA) throughout the term of this Agreement:

16 A. **Commercial General Liability**

17 Commercial General Liability Insurance with limits of not less than Five Hundred
18 Thousand Dollars (\$500,000.00.) per occurrence and an annual aggregate of One
19 Million Dollars (\$1,000,000.00). This policy shall be issued on a per occurrence
20 basis. COUNTY may require specific coverage including completed operations,
21 product liability, contractual liability, Explosion-Collapse-Underground (XCU),
fire, legal liability or any other liability insurance deemed necessary because of the
nature of the Agreement.

22 B. **Automobile Liability**

23 Comprehensive Automobile Liability Insurance with limits for bodily injury of not
24 less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five
25 Hundred Thousand Dollars (\$500,000.00) per accident and for property damages
26 of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a
27 combined single limit of Five Hundred Thousand Dollars (\$500,000.00). If
28 CONTRACTOR provides transportation to COUNTY CalWORKs participants in
connection with this Agreement, a combined single limit of not less than One
Million Dollars (\$1,000,000) is required. Coverage should include owned and
non-owned vehicles used in connection with this Agreement.

1
2 C. Professional Liability

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

7 D. Worker's Compensation

8 Worker's Compensation is covered by the State for individuals when they
9 participate in CalWORKs Unpaid Community Services/Work Experience (ACL
10 00-14).

11 Within thirty (30) days from the date each party executes this Agreement, each party
12 shall provide certificates of insurance and endorsements as stated above for all the foregoing
13 policies, as required herein, one to the other, stating that such insurance coverages have been
14 obtained and are in full force; that each parties, their respective officers, agents and employees, as
15 well as CalWORKs Participants shall not be responsible for any premiums on the other parties
16 policies; that such Commercial General Liability insurance names the County of Fresno, its officers,
17 agents and employees, individually and collectively, as additional insured, but only insofar as the
18 operations under this Agreement are concerned; and that such coverage for additional insured shall
19 apply as primary insurance and any other insurance, or self-insurance, maintained by the COUNTY,
20 its officers, agents and employees, shall be excess only and not contributing with insurance
21 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed
22 without a minimum of thirty (30) days advance written notice given to COUNTY.

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

26 All policies shall be with admitted insurers licensed to do business in the State of
27 California. Insurance purchased shall be from companies possessing a current A.M. Best, Inc.
28 rating of A FSC VII or better.

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1 **10. CONFLICT OF INTEREST**

2 No officer, employee or agent of COUNTY who exercises any function or responsibility
3 for planning and carrying out of the services provided under this Agreement shall have any direct or
4 indirect personal financial interest in this Agreement. CONTRACTOR shall comply with all
5 Federal, State and local conflict of interest laws, statutes and regulations, which shall be applicable
6 to all parties and beneficiaries under this Agreement and any officers, employee or agent of
7 COUNTY.

8 **11. NON-DISCRIMINATION**

9 CONTRACTOR hereby agrees that in the performance of this Agreement, it will comply
10 with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation
11 Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of
12 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of
13 1990; California Civil Code Section 51 et seq., as amended; California Government Code section
14 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j);
15 California Government Code section 4450; Title 22, California Code of Regulations section 98000
16 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre
17 Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the
18 Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state
19 laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR)
20 Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices
21 and the administration of public assistance and social services programs are nondiscriminatory, to
22 the effect that no person shall because of ethnic group identification, age, sex, color, disability,
23 medical condition, national origin, race, ancestry, marital status, religion, religious creed or political
24 belief be excluded from participation in or be denied the benefits of, or be otherwise subject to
25 discrimination under any program or activity receiving federal or state financial assistance.
26 CONTRACTOR agrees that it will immediately take any measures necessary to effectuate the terms
27 of this Non-Discrimination agreement.

28 CONTRACTOR gives the above agreement in consideration of and for the purpose of

1 obtaining any and all federal and state assistance. CONTRACTOR hereby agrees that
2 administrative methods/procedures which have the effect of subjecting individuals to discrimination
3 or defeating the objectives of the California Department of Social Services (CDSS) Manual of
4 Policies and Procedures (MPP) Chapter 21, will be prohibited.

5 CONTRACTOR agrees to compile data, maintain records and submit reports as
6 required, to permit effective enforcement of the aforementioned laws, rules and regulations and
7 permit authorized COUNTY, CDSS and/or federal government personnel, during normal working
8 hours, to review such records, books and accounts as needed to ascertain compliance. If there are
9 any violations of this Non-Discrimination section, CDSS shall have the right to invoke fiscal
10 sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605,
11 or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the
12 appropriate federal agency for further compliance action and enforcement of this section.
13 Furthermore, if an allegation of discrimination occurs, COUNTY may withhold all further funds,
14 until CONTRACTOR can show clear and convincing evidence to the satisfaction of COUNTY that
15 funds provided under this Agreement were not used in connection with the alleged discrimination.

16 A. Eligibility for Services

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

19 B. Employment Opportunity

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

26 C. Nepotism

27 Except by consent of the COUNTY'S DSS Director, or designee, no person shall
28 be employed by CONTRACTOR who is related by blood or marriage to, or who is a member of the

1 Board of Directors or an officer of CONTRACTOR.

2 D. The requirements stated above are binding on CONTRACTOR(S) directly or
3 through contract, license, or other provider services, as long as it receives federal or state assistance.

4 **12. CONFIDENTIALITY AND MEDI-CAL PRIVACY**

5 All services performed by CONTRACTOR under this Agreement shall be in strict
6 conformance with all applicable Federal, State of California, and/or local laws and regulations
7 relating to confidentiality including, but not limited to: California Welfare and Institutions Code
8 Sections 10850 and 14100.2; the CDSS Manual of Policies and Procedures, Division 19-0000; the
9 California Department of Health Care Services (DHCS) Medi-Cal Eligibility Procedures Manual,
10 Section 2H; and the Medi-Cal Data Privacy and Security Agreement between the California DHCS
11 and the County of Fresno, Agreement No. A-14-075, by this reference incorporated herein, to
12 assure that all applications and records concerning program recipients shall be kept confidential and
13 shall not be opened to examination, publicized, disclosed, or used for any purpose not directly
14 connected with administration of the program. Agreement No. A-14-075 is available upon request
15 or can be viewed at: <http://www.co.fresno.ca.us/MediCalPrivacy/>. CONTRACTOR shall inform all
16 of its employees, agents, officers, subcontractors, Board of Directors members or partners of this
17 provision; and that any person knowingly and intentionally violating this provision is guilty of a
18 misdemeanor.

19 **13. DATA SECURITY**

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

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

28 B. CONTRACTOR is responsible to employ strict controls to ensure the integrity

1 and security of the COUNTY's confidential information and to prevent unauthorized access to data
2 maintained in computer files, program documentation, data processing systems, data files and data
3 processing equipment which stores or processes COUNTY data internally and externally.

4 C. Confidential client information transmitted to one party by the other by means of
5 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of
6 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

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

11 E. In the event of a breach of security related to COUNTY's confidential client
12 information provided to CONTRACTOR, COUNTY will manage the response to the incident,
13 however, CONTRACTOR will be responsible to issue any notification to affected individuals as
14 required by law or as deemed necessary by COUNTY in its sole discretion. CONTRACTOR will
15 be responsible for all costs incurred as a result of providing the required notification.

16 **14. POLITICAL ACTIVITY**

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

20 **15. STATE ENERGY CONSERVATION**

21 CONTRACTOR must comply with the mandatory standard and policies relating to
22 energy efficiency which are contained in the State Energy Conservation Plan issued in compliance
23 with 42 United States (US) Code sections 6321, *et. seq.*

24 **16. FRATERNIZATION**

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

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1 **17. INTERPRETATION OF LAWS AND REGULATIONS**

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

4 **18. ADDITIONS/DELETIONS OF CONTRACTOR**

5 COUNTY'S DSS Director or designee, reserves the right at any time during the term of
6 this agreement to add new CONTRACTORs. It is understood any such additions may be made by
7 the COUNTY without notice or approval of other CONTRACTOR under this Agreement. These
8 same provisions shall apply to the deletion of a CONTRACTOR, except that deletions shall be by
9 written mutual agreement between COUNTY and the particular CONTRACTOR to be deleted, or
10 shall be in accordance with the provisions of paragraph 3 of this Agreement.

11 **19. SEPARATE AGREEMENT**

12 It is mutually understood by the parties that this Agreement does not, in any way, create a
13 joint venture among the individual CONTRACTOR. By execution of the Agreement
14 CONTRACTOR understands that a separate agreement is formed between each individual
15 CONTRACTOR and COUNTY.

16 **20. NOTICES**

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

19 COUNTY
20 Director, Department of
21 Social Services
22 P.O. Box 1912
23 Fresno, CA 93718-1912

CONTRACTOR
 SEE EXHIBIT A

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

27 **21. GOVERNING LAW**

28 The parties agree, that for purposes of venue, performance under this Agreement is to be

1 in Fresno County, California.

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

4 **22. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

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

16 **23. AUDITS AND INSPECTIONS**

17 CONTRACTOR shall at any time during business hours, and as often as COUNTY may
18 deem necessary, make available to COUNTY for examination all of its records and data with
19 respect to the matters covered by this Agreement. CONTRACTOR shall, upon request by
20 COUNTY, permit COUNTY to audit and inspect all such records and data necessary to ensure
21 CONTRACTOR compliance with the terms of this Agreement.

22 **24. ENTIRE AGREEMENT**

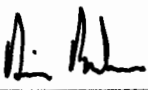
23 This Agreement, including all Exhibits, all of which are attached hereto and incorporated
24 herein by this reference constitutes the entire agreement between CONTRACTOR and COUNTY
25 with respect to the subject matter hereof and supersedes all previous agreement negotiations,
26 proposals, commitments, writings, advertisements, publications and understandings of any nature
27 whatsoever unless expressly included in this Agreement.

28 ///

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

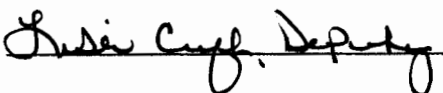
3 ATTEST:

4 COUNTY OF FRESNO:

5
6 By 
7 Brian Pacheco, Chairman
8 Board of Supervisors

9
10 Date January 31, 2017

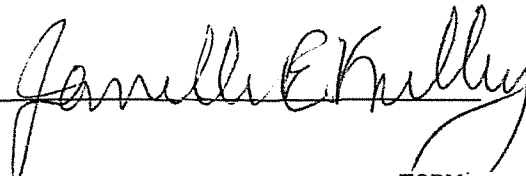
11 BERNICE E. SEIDEL, Clerk
12 Board of Supervisors

13
14 By 

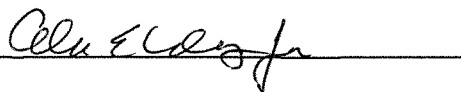
15
16 Date January 31, 2017

17
18 PLEASE SEE ADDITIONAL
19 SIGNATURE PAGE ATTACHED


1 **APPROVED AS TO LEGAL FORM:**
2 DANIEL C. CEDERBORG, COUNTY COUNSEL

3
4 By 

5
6 **APPROVED AS TO ACCOUNTING FORM:**
7 OSCAR GARCIA, C.P.A., AUDITOR-~~CONTROLLER~~/
TREASURER-TAX COLLECTOR

8
9
10 By 

11 **REVIEWED AND RECOMMENDED FOR**
12 **APPROVAL:**

13
14 By 
15 Delfino E. Neira, Director
16 Department of Social Services

17
18
19
20 Fund/Subclass: 0001/10000
21 Organization: 56107001
22 Account/Program: 7870/0

1 WORK EXPERIENCE/COMMUNITY SERVICE CONTRACTOR(S):

2
3 NAME OF ORGANIZATION: CITY OF HURON POLICE DEPARTMENT

4 By George Turegano

5
6 Print Name GEORGE TUREGANO

7
8 Title CHIEF OF POLICE

9
10
11 Mailing Address:

12 HURON POLICE DEPARTMENT

13 P.O. Box 339


14 HURON, CA 93234

15
16 Contact: GEORGE TUREGANO

17 Telephone: 559-351-3802
18 DIRECT

1 **WORK EXPERIENCE/COMMUNITY SERVICE CONTRACTOR(S):**

2
3 NAME OF ORGANIZATION: City of Kerman

4 By 

5
6 Print Name Philip Gallegos

7
8 Title Director, Parks & Recreation

9
10
11 Mailing Address:

12 City of Kerman - Parks & Rec

13 720 S. 8th St.

14 Kerman, CA 93630

15
16 Contact: Jeanna Burdine

17 Telephone: 559-846-9329

Approved Contractors for Work Experience/Community Service

Number	Vendor Name
1	City of Huron
2	City of Kerman

SUMMARY OF SERVICES

SERVICES:	Work Experience/Community Service
CONTRACT AMOUNT:	Execution to September 30, 2017 - \$10,000 October 1, 2017 to September 30, 2018 - \$10,000 October 1, 2018 to September 30, 2019 - \$10,000

OVERVIEW

The Department of Social Services (COUNTY) has established a Master Agreement with qualified public organizations for participation in the Work Experience/Community Service program (WEX). The two core services requested are:

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

CONTRACTORS partnering with the County of Fresno receive a supported workforce at no increase in labor burden, as all WTW clients have an active Case-Managing Job Specialist (CMJS) and do not require any compensation from the vendor.

The CMJS assists the WTW client with understanding the organization's needs and adhering to work requirements. The maximum monthly hours a participant can work is determined by the value of the participant's benefits, divided by the State of California's minimum wage. This will be calculated and monitored by the assigned CMJS. Note: The maximum weekly hours a WTW client can work is 40 hours and will vary by client.

Placements at work sites generally last up to 6 months, depending on the needs of the client and availability of work activities. However, placements can be extended up to 12 months at the discretion of COUNTY and CONTRACTOR.

TARGET POPULATION

Services are targeted toward WTW clients who may have limited work history, job skills, or limited English proficiency. Each client is assessed by a CMJS for work history, job skills, aptitude, and educational history. Once assessed, the collected information is used to create a WTW Employment Plan and match a WTW client with an available Work Experience/Community Service activity. Case management will be performed by the CMJS who will assist the client with additional supportive services, such as ancillary payments for necessary work goods, transportation, and child care.

I. CONTRACTOR'S RESPONSIBILITIES

CONTRACTOR must provide all of the following:

- A structured learning experience that takes place at a worksite for a limited period of time that is based upon the needs of the WTW client. This can 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 skills.
 - **Note: Clients are not allowed to drive while participating in any work experience or community service placement.**
- Assurance that all work or community service experience placements will not displace or partially displace current employees; displace seasonal employees in the construction industry; used to fill promotional positions for current employees; filling positions created by termination, layoff, reduction in work force, or resulting for a strike/labor dispute; will not replace previously contracted services prior to its expiration date; and must ensure that the participant will not cause the denial of protections afforded to other workers on the worksite under State and Federal workplace health, safety, and representation laws.
 - **Note: Notices regarding the displaced employee grievance process must be posted at each work site.**
- A liaison to work with the CMJS to ensure workplace safety, monitor progress of the WTW client, assist with site visits, and respond to problems reported by the CMJS. The liaison must be able to track and report the progress of each placed WTW client and assist with monthly monitoring meetings with the CMJS and WTW participant.
- A work site that complies with all Federal, State, and local regulation including the Fair Labor Standards Act of 1938, Workforce Investment Act, and all applicable health and safety standards.
- A work experience that shall not 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.
- A completed Work Experience/Community Service Provider Application (Attachment A) for each job classification and work site as necessary.
- Report all incidence of WEX participant injury as outlined in the following section.

WORKER'S COMPENSATION CLAIMS

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. The following steps are outlined in All County Letter (ACL) No. 13-56, and shall be followed in the event of an injury:

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@co.fresno.ca.us 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: 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.

For additional information on Worker's Compensation claims, please review ACL No. 13-56 at the following web address:

<http://www.dss.cahwnet.gov/lettersnotices/EntRes/getinfo/acl/2013/13-56.pdf>

II. COUNTY RESPONSIBILITIES

COUNTY shall be responsible for the following:

- Screening and identifying WTW participants for appropriate WEX placement.
- Meeting with CONTRACTOR to sign the Master Agreement before any WEX client placements can be made.
- Obtaining and maintaining record of all required insurance documentation as stated in section nine (9) of the Agreement.
- Providing case management and supportive services (CMJS) for the WEX participant as eligible and necessary.

Work Experience/Community Service Provider Application

Employer Name:	
Address:	
City:	Zip Code:
Contact Person/Liaison:	
Phone Number:	Extension:
Fax Number:	
Type of Service to be Provided: <input type="checkbox"/> Work Experience <input type="checkbox"/> Community Service	
Worksite Location	
Address:	Worksite Supervisor:
City:	Phone Number:
Zip Code:	Extension:
Job Title: Number of Positions Available: Minimum Requirements for the Position: Length of Project:	Duties to be Performed:
Weekly Hours Available (Maximum 40 hours/week):	Special Clothing / Equipment Requirements:
Worksite Supervisor Signature:	
Date:	

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:	