

**A G R E E M E N T**

1  
2 THIS AGREEMENT is made and entered into this 22nd day of September, 2020, by and between  
3 the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as  
4 "COUNTY", and **FRESNO COUNTY ECONOMIC DEVELOPMENT CORPORATION**, a public/private  
5 nonprofit and whose address is 906 N Street, Suite 120, Fresno, CA 93721, hereinafter referred to as  
6 "CONTRACTOR".

7 **W I T N E S S E T H:**

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

14 WHEREAS, Assembly Bill 74 (Chapter 21, Statutes of 2013) created the Expanded Subsidized  
15 Employment (ESE) Program to increase subsidized employment programs for CalWORKs clients in  
16 California with the goal of increasing job retention in an unsubsidized position of employment; and

17 WHEREAS, many non-exempt CalWORKs Welfare-to-Work (WTW) clients choose to gain  
18 employment or attending vocational training program through the COUNTY's subsidized employment  
19 programs; and

20 WHEREAS, COUNTY's Department of Social Services (DSS), is in need of employment  
21 opportunities and development of training programs for CalWORKs WTW clients; and

22 WHEREAS, CONTRACTOR is willing and able to increase employment opportunities and  
23 develop training programs needed by COUNTY, pursuant to the terms of this Agreement; and

24 WHEREAS, COUNTY is authorized to enter into an Agreement with CONTRACTOR for such  
25 services pursuant to CalWORKs and the rules and regulations of the California Department of Social  
26 Services (CDSS).

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

1           **1. OBLIGATIONS**

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

4           **2. TERM**

5           The term of this Agreement shall be for a period of three (3) years, commencing on  
6 October 1, 2020 through and including September 30, 2023. This Agreement may be extended for two  
7 (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than  
8 thirty (30) days prior to the first day of the next twelve (12) month extension period. The DSS Director or  
9 his or her designee is authorized to execute such written approval on behalf of COUNTY based on  
10 CONTRACTOR'S satisfactory performance.

11           **3. TERMINATION**

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

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

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

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

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

5 **4. COMPENSATION**

6 For each twelve (12) month period of this Agreement, in no event shall services  
7 performed under this Agreement be in excess of One Million Seventy Hundred Seventy-Six Thousand  
8 Fifty- and No/100 Dollars (\$1,776,050). It is understood that all expenses incidental to CONTRACTOR'S  
9 performance of services under this Agreement shall be borne by CONTRACTOR. The cumulative total  
10 of this Agreement shall not be in excess of Eight Million Eight Hundred Eighty-Thousand Two Hundred  
11 Fifty and No/100 Dollars (\$8,880,250).

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

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

26 **5. INVOICING**

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

1 [DSSInvoices@fresnocountyca.gov](mailto:DSSInvoices@fresnocountyca.gov). Payments by COUNTY's DSS shall be in arrears, for actual services  
2 provided during the preceding month, within forty-five (45) days after receipt, verification, and approval of  
3 CONTRACTOR's invoices by COUNTY's DSS. A monthly activity report shall accompany the invoice,  
4 reflecting services supported by the invoiced expenditures and be in a form and in such detail as  
5 acceptable to the COUNTY's DSS.

6 **6. INDEPENDENT CONTRACTOR**

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

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

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

26 **7. MODIFICATION**

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

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

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

12 **8. NON-ASSIGNMENT**

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

15 **9. HOLD HARMLESS**

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

23 **10. INSURANCE**

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

1 Agreement:

2 A. Commercial General Liability

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

8 B. Automobile Liability

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

12 C. Professional Liability

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

16 D. Worker's Compensation

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

19 E. Additional Requirements Relating to Insurance

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

27 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and  
28 employees any amounts paid by the policy of worker's compensation insurance required by this

1 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be  
2 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under  
3 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

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

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

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

24           **11.   SUBCONTRACTS**

25           CONTRACTOR shall obtain approval from COUNTY or COUNTY's DSS Director, or  
26 designee before subcontracting any of the services delivered under this Agreement. Any transferee,  
27 assignee or subcontractor will be subject to all applicable provisions of this Agreement, and all applicable  
28 State and Federal regulations. SUBRECIPIENT shall be held primarily responsible by COUNTY for the

1 performance of any transferee, assignee or subcontractor unless otherwise expressly agreed to in writing  
2 by COUNTY. The use of subcontractor by CONTRACTOR shall not entitle CONTRACTOR to any  
3 additional compensation than is provided for under this Agreement.

4 **12. CONFLICT OF INTEREST**

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

12 **13. NON-DISCRIMINATION**

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

18 **14. CLEAN AIR AND WATER**

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

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

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



1 Facilities;

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

4 D. This assurance shall be included in every nonexempt subgrant, contract, or  
5 subcontract.

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

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

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

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

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

22 2) Shall not knowingly enter into any covered transaction with an entity or person  
23 who is proposed for debarment under Federal regulations, debarred, suspended, declared ineligible, or  
24 voluntarily excluded from participation in such transaction.

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

28 ///

1 C. CONTRACTOR shall include a clause titled “Certification Regarding Debarment,  
2 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions” and similar in  
3 nature to this paragraph in all lower tier covered transactions and in all solicitations for lower tier covered  
4 transactions.

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

8 **17. CONFIDENTIALITY**

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

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

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

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

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

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

17 **18. DATA SECURITY**

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

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

26 B. CONTRACTOR is responsible to employ strict controls to insure the integrity and  
27 security of COUNTY’s confidential information and to prevent unauthorized access to data maintained in  
28 computer files, program documentation, data processing systems, data files and data processing

1 equipment which stores or processes COUNTY data internally and externally.

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

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

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

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

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

21 **19. SINGLE AUDIT CLAUSE**

22 A. If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars (\$750,000)  
23 or more in Federal and Federal flow-through monies, CONTRACTOR agrees to conduct an annual audit  
24 in accordance with the requirements of the Single Audit Standards as set forth in Office of Management  
25 and Budget (OMB) Title 2 of the Code of Federal Regulations Part 200. CONTRACTOR shall submit  
26 said audit and management letter to COUNTY. The audit must include a statement of findings or a  
27 statement that there were no findings. If there were negative findings, CONTRACTOR must include a  
28 corrective action plan signed by an authorized individual. CONTRACTOR agrees to take action to

1 correct any material non-compliance or weakness found as a result of such audit. Such audit shall be  
2 delivered to COUNTY's DSS, Administration, for review within nine (9) months of the end of any fiscal  
3 year in which funds were expended and/or received for the program. Failure to perform the requisite  
4 audit functions as required by this Agreement may result in COUNTY performing the necessary audit  
5 tasks, or at COUNTY's option, contracting with a public accountant to perform said audit, or, may result  
6 in the inability of COUNTY to enter into future agreements with CONTRACTOR. All audit costs related  
7 to this Agreement are the sole responsibility of CONTRACTOR.

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

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

26           **20. PROPERTY OF COUNTY**

27           CONTRACTOR agrees to take reasonable and prudent steps to ensure the security of  
28 any and all said hardware and software provided to it by COUNTY under this Agreement, to maintain

1 replacement-value insurance coverages on said hardware and software of like kind and quality  
2 approved by COUNTY.

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

11 **21. AUDITS AND INSPECTIONS**

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

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

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

1 determination of fiscal review outcomes, decisions and actions.

2 **22. FRATERNIZATION**

3 CONTRACTOR shall establish procedures addressing fraternization between  
4 CONTRACTOR's staff and clients. Such procedures will include provisions for informing CONTRACTOR's  
5 staff and clients regarding fraternization guidelines.

6 **23. STATE ENERGY CONSERVATION**

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

10 **24. CHARITABLE CHOICE**

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

23 **25. PROHIBITION ON PUBLICITY**

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

1 Director or designee and at a cost as provided in Exhibit B for such items as written/printed materials, the  
2 use of media (i.e., radio, television, newspapers) and any other related expense(s).

3 **26. NOTICES**

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

6 COUNTY

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

CONTRACTOR

Lee Ann Eager  
Fresno County Economic Development Corporation  
906 N. St, Suite 120  
Fresno, CA 93721

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

25 **27. GOVERNING LAW**

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

28 The rights and obligations of the parties and all interpretation and performance of this



1 Agreement shall be governed in all respects by the laws of the State of California.

2 **28. CHANGE OF LEADERSHIP/MANAGEMENT**

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

9 **29. LOBBYING ACTIVITY**

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

13 **30. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

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

25 **31. SEVERABILITY**

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

28 ///

1           **32.    ENTIRE AGREEMENT**

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

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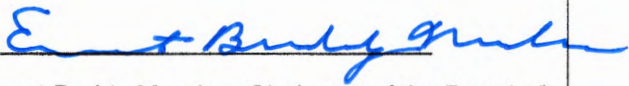
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year  
2 first hereinabove written.

3 **CONTRACTOR:**  
4 **FRESNO COUNTY ECONOMIC  
DEVELOPMENT CORPORATION**

**COUNTY OF FRESNO**

5 

6 By: \_\_\_\_\_

By: 

Ernest Buddy Mendes, Chairman of the Board of

9 Print Name: Lee Ann Eager

Supervisors of the County of Fresno

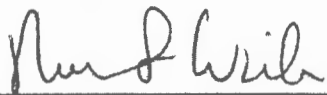
11 Title: President/CEO

ATTEST:

Bernice E. Seidel

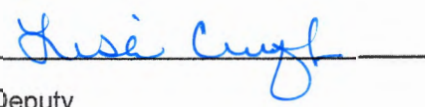
Clerk of the Board of Supervisors

County of Fresno, State of California

13 

14 By: \_\_\_\_\_

16 Print Name: Robert Wiebe

By: 

Deputy

18 Title: Treasurer

21 Mailing Address:  
22 906 N St. Suite 120  
23 Fresno, CA 93721  
24 Contact: Lee Ann Eager

24 FOR ACCOUNTING USE ONLY:

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

27 DEN:dw

28

## SUMMARY OF SERVICES

ORGANIZATION: Fresno County Economic Development Corporation

ADDRESS: 906 N Street, Suite 120, Fresno, CA 93721

SERVICES: Employment Services, Marketing, and Web Development

TELEPHONE: 559-476-2500

CONTACT: Lee Ann Eager, President/CEO

EMAIL: leager@fresnoedc.com

AMOUNT/TERMS: \$5,328,150 10/1/2020 to 9/30/2023 (Base)  
\$1,776,050 10/1/2023 to 9/30/2024 (Optional)  
\$1,776,050 10/1/2024 to 9/30/2025 (Optional)

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The Fresno County Economic Development Corporation (CONTRACTOR) will provide services to assist the Department of Social Services (DSS) in job creation, development of subcontractor training, updating and maintaining the Ready2Hire website, and promote, market, and recruit businesses for The New Employment Opportunities Expanded Subsidized Employment (NEO ESE) Program.

CONTRACTOR shall assess industry and employment trends, and, in partnership with DSS, identify current training needs which lead to long-term employment, with the objective that California Work Opportunity and Responsibility to Kids (CalWORKs) Welfare to Work (WTW) participants obtain and retain employment that leads to self-sufficiency.

For DSS employment programs, CONTRACTOR will serve as the sole point of contact for all interested and participating employers. CONTRACTOR will provide regular maintenance and upgrades to the Ready2Hire website to gather employer and CalWORKs WTW Participant information to facilitate employment through its job-matching function, which recommends employment connections between employers and CalWORKs WTW Participants, based on the CalWORKs WTW Participants' skills and experience. The Ready2Hire website will also collect data and generate reports regarding CalWORKs WTW Participants, employers, employment positions, employment status, invoices, and reimbursement. Additional features may be added to the Ready2Hire website, as needed.

### I. CONTRACTOR RESPONSIBILITIES

#### A. Targeted Marketing (Reverse Attraction):

1. Create new employment opportunities through the attraction of out-of-county, national, and international businesses.
2. Pursue a variety of companies to expand or relocate to the County of Fresno.
3. Identify and report current and projected industry trends for the County of Fresno quarterly.

4. Record and track business attraction activities, business feedback and participation, and additional outcomes as requested by DSS.
5. Update DSS on new and upcoming developments regarding employment and training opportunities.
6. Conduct meetings with DSS Staff, quarterly or as needed, to discuss:
  - a. Upcoming recruitments.
  - b. Job market.
  - c. CalWORKs WTW Participant pool.

B. Marketing Campaign:

1. Develop and implement, with the approval of DSS Director or designee, a marketing and media campaign for DSS employment programs and events to private industry employers, municipal bodies, and local nonprofit agencies.
2. Market the CalWORKs WTW job-ready participant pool to all potential and recently recruited businesses. CalWORKs WTW participants shall be given early access to job openings when possible.
3. Record and track information regarding marketing schedules, activities, business feedback, including how each business heard about the ESE Program, and additional outcomes as requested by DSS. CONTRACTOR shall provide marketing campaign updates and outcomes to DSS monthly.

C. Subcontractors:

1. CONTRACTOR shall identify workforce demands and training programs to meet such demands and potential subcontractor(s) to provide training services.
2. CONTRACTOR shall provide DSS with a report, which describes the workforce demand, training needs for CalWORKs WTW Participants, potential training programs to address workforce demand and minimum requirements for CalWORKs WTW Participant referrals.
  - a. CONTRACTOR shall submit the written report to DSS at a minimum sixty (60) days before the potential start date of each new training program for DSS approval.
  - b. DSS shall assess training outcomes to determine if a subcontracted training program will be approved for future training sessions.
3. CONTRACTOR shall provide DSS with annual subcontractor training calendar (October 1<sup>st</sup> – September 31<sup>st</sup>) by August 1<sup>st</sup> of each contract term.
4. CONTRACTOR shall provide regular updates of CalWORKs WTW Participants' progress and attendance for each training program.
  - a. Collaborate with DSS staff to obtain CalWORKs WTW Participant attendance, performance, and progress information.
  - b. Collaborate with DSS staff to obtain CalWORKs WTW Participant evaluations regarding training programs, instructors, and program logistics.
  - c. Conduct initial site visits with DSS and regular site visits thereafter.
  - d. Notify DSS of any changes to the training program, curriculum and location.
5. CONTRACTOR shall provide employment and retention data for CalWORKs WTW Participant for a total of twelve (12) months after completion of a subcontracted training program.
6. CONTRACTOR shall facilitate meetings between DSS and subcontractor upon DSS request.

7. CONTRACTOR shall ensure appropriate materials and supplies are available for training programs.
8. CONTRACTOR shall ensure subcontractor is compensated for trainings in a timely manner.

D. Employer Approval Process:

1. Serve as the sole point of contact for employers approved and interested in participating in DSS programs.
2. Provide prospective employers with a list of requirements to enter into a contractual Agreement with DSS.
3. Review all required documents, including but not limited to tax forms and insurance policies with correct endorsements, to ensure accuracy and completeness prior to submitting documents to DSS for final approval.
4. Track and maintain all contract documents, and ensure all documents are current.
5. Collect, review and provide updated contract documents to DSS fifteen (15) days prior to the expiration date.
6. Maintain records of employer contract documentation, job offer request forms and statuses, extension request forms and statuses, placement periods, and job offer outcomes.
7. Contact employers interested in participating in the subsidized employment program within three (3) business days of referral, including employers referred by DSS staff.
8. CONTRACTOR and DSS shall mutually assess and determine individual employers' appropriateness to participate in DSS programs and when an employer should no longer participate in DSS Programs.

E. Ready2Hire Website User Guides:

1. Update and maintain the Ready2Hire website ([www.Ready2Hire.org](http://www.Ready2Hire.org)) modules based on the assessed needs of DSS.
2. Define each security profile category created for the Ready2Hire website, including the function and restrictions of each.
  - a. The security profiles will be accessible for designated DSS staff on the Ready2Hire website and, upon request, on a separate document.
  - b. CONTRACTOR and DSS shall develop and implement a protocol to add, update, change, or delete security profiles within Ready2Hire regularly to ensure data is up to date. The protocol shall be completed no later than three (3) months after the execution of this Agreement by all parties.
3. Update website user guides in coordination with DSS to meet DSS and DSS Participant needs for each Ready2Hire website security profile category, including but not limited to CalWORKs WTW Participant, Employers, and DSS staff.
4. Provide updated Ready2Hire website user guides within five (5) business days of implementation of a new module, or after updates, patches, or other changes to the Ready2Hire website are completed.
5. Provide DSS and employers with training and ongoing support for the Ready2Hire website.

F. Ready2Hire Website Use and Registration:

1. Ensure employee registration is not open to the general public and limited to individuals approved by DSS to use the Ready2Hire website.
    - a. DSS shall provide CONTRACTOR a monthly list of CalWORKs WTW Participants qualified to register in the Ready2Hire website.
    - b. DSS shall notify CONTRACTOR immediately if CalWORKs WTW Participants are unable to register on the Ready2Hire website.
    - c. CONTRACTOR shall resolve registration errors and provide updates within one business day and notify DSS when the correction is completed.
  2. Ensure job fairs, employment, training or educational opportunities are available and posted on the Ready2Hire website homepage.
  3. Review the Ready2Hire website homepage at minimum on a bi-weekly to ensure all information is current.
  4. Restrict employer registration in the Ready2Hire website to employers approved by the DSS Director or designee.
  5. Ensure the functioning of the *Help* and *Information* features to assist users in navigating and completing the fields on the website.
  6. Ensure users can search and sort information stored on the website.
  7. Ensure each hyperlink on the Ready2Hire website functions properly.
  8. CONTRACTOR shall update the Ready2Hire website within two (2) business days when notified by DSS of hyperlink malfunctions, unless prior written approval for an extension is provided by the DSS Director or designee; email is acceptable. If an extension is requested, CONTRACTOR must provide a completion date.
- G. Timesheet, Employee Progress Report/Evaluation, and Invoice Requirements:
1. Inform approved employers use of the Ready2Hire is mandatory to participate for DSS programs. No exceptions will be made.
  2. Ensure approved employers complete and submit monthly timesheets and employee progress reports/evaluations for each employee via the Ready2Hire website and note the date when the recorded information was shared with the employee.
    - a. Inform employers that failure to complete both the timesheet and employee progress report/evaluation portions of Ready2Hire will result in a delay of reimbursement for wages.
  3. CONTRACTOR and DSS shall develop a protocol for employers to conduct verifications of timecards and monthly evaluations are conducted in accordance to the rules and regulations of the State Department of Industrial Relations, Federal rules and regulations and any other applicable rules, regulations or local ordinances.
  4. Ensure employers submit timesheets and evaluations for employee wage reimbursement by the 10<sup>th</sup> of each month for the previous month's expenditures.
  5. Ensure timesheets reflect actual hours worked by each employee, including overtime hours, for the approved job placement period.
    - a. If a correction is required for timesheet reimbursement, CONTRACTOR shall contact and direct employer to correct and resubmit the timesheet.
    - b. If employers do not correct or provide the timesheet, DSS shall have the right to withhold payment in accordance with Section Five (5) of the NEO ESE Agreement.

6. Ensure the Ready2Hire evaluation module includes details specific to each employee's work performance.
    - a. Evaluation comments must be specific. DSS will not accept or approve invoices with generic evaluation comments. Failure to provide sufficient information will result in delayed payments.
    - b. CONTRACTOR and DSS may modify or update the evaluation module at the discretion of the DSS Director or designee.
  7. Develop and implement in coordination with DSS, a uniform timesheet review and response protocol to address payment delays from DSS to employers. The protocol shall include but is not limited to the response time for each employer, CONTRACTOR and, DSS to address and obtain resolution to the issue(s).
  8. Provide invoices in PDF format via Ready2Hire.
- H. Ready2Hire Job Posts and Job Matching:
1. Review all job posts and ensure that all relevant information is provided. Relevant information may include but is not limited to:
    - a. Minimum Requirements: skills, education level, licenses/certification, training, experience and language skills.
    - b. Equipment Needs: pre-employment screens, tools and work attire.
    - c. Work Schedule: work site, hours, wage and possibility of overtime.
    - d. Number of positions available per job post.
  2. Remove all outdated or filled job posts one (1) business day after CONTRACTOR is notified the job post is obsolete.
  3. Encourage employers to post any and all available job positions on the Ready2Hire website.
  4. Ensure the job matching functionality in the Ready2Hire website works properly. CONTRACTOR shall make the appropriate changes to correct malfunctions, and notify DSS of corrections or status, within two (2) business days.
  5. Enable interview request features for employers and CalWORKs WTW Participant.
- I. Job Recruitments:
1. Ensure job recruitments are limited in quantity and individually approved by DSS. Job recruitments may occur for one of the following circumstances:
    - a. CONTRACTOR and the employer have reviewed all DSS CalWORKs WTW Participant registered on the website and are unable to find a qualified candidate for employment.
    - b. The employer has an immediate need to hire more than ten (10) DSS CalWORKs WTW Participant at the same time.
  2. Facilitate all job recruitments, secure recruitment sites and provide signage and supplies. DSS staff shall work with CalWORKs WTW Participants to prepare for job recruitments and be present during job recruitments to support CalWORKs WTW Participant on-site.
  3. Ensure jobs offered through job recruitments do not begin until the DSS has approved the job placement through the confirmation process established by DSS.
- J. Job Placement, Retention, and Termination:



1. Update the Ready2Hire website to reflect the job placement start and end date, upon DSS confirmation of the CalWORKs WTW Participants' eligibility for job placement, within three (3) business days.
  2. Update CalWORKs WTW Participant statuses in the website within three (3) business days of any status change.
  3. Contact the employer on the first day of placement to verify that the employee arrived for work. CONTRACTOR shall update the verification fields in the website within three (3) business days of contact with the employer.
  4. Contact the employer ten (10) days following the placement start date, and monthly thereafter, to ensure all employer concerns are addressed. CONTRACTOR shall update the verification date for the placement after each contact with the employer. CONTRACTOR shall notify DSS within three (3) business days should the employer provide information regarding the employee that requires immediate action from DSS.
    - a. Notify DSS within three (3) business days when an employer informs CONTRACTOR of urgent issues or concerns with a placement which could affect employment.
    - b. Contact the employer upon notification from DSS of an employee's complaint regarding the employer and provide a status update or resolution to DSS within ten business days of initial complaint notification.
  5. Update the placement end date to reflect the last day worked and enter the reason for early termination within three (3) business days of termination notification from the employer.
  6. Update the placement end date upon DSS approval of an extension to the job placement within three (3) business days of approval.
  7. Ensure all placements do not start prior to the placement start date confirmed by DSS.
  8. Ensure all job placements are captured in the Ready2Hire website.
  9. Provide retention data for DSS Participants for a total of twelve (12) months after a subsidized placement has ended.
- K. Third-Party Representatives for Employers:
1. At CONTRACTOR's discretion, CONTRACTOR may engage with a third-party representative of an employer but is not obligated to collaborate or communicate with any third-party representative.
  2. If CONTRACTOR chooses to engage third-party representatives, CONTRACTOR shall not communicate with a third party on behalf of an employer until written approval is received from employer and reviewed, verified and approved by CONTRACTOR.
  3. Retain an original written approval from each employer using the form mentioned above to authorize third party representative responsibilities. CONTRACTOR shall retain an original copy and provide a copy to DSS within one (1) business day of receipt from the employer.
  4. Obtain written notification from the employer upon retraction or modification of the third-party representative responsibilities as defined in the written approval. CONTRACTOR shall retain an original notice and provide a copy to DSS within one (1) business day of receipt from employer.
  5. CONTRACTOR is responsible for any approved and authorized third-party representing an employer to adhere to all local, State and Federal privacy rules and regulations, including DSS Medi-Cal Privacy and Data Security.

6. CONTRACTOR shall serve as the sole point of contact for third-party representatives of employers, as DSS does not have a contractual relationship with any third party representing a participating employer.
7. CONTRACTOR shall work directly with an employer if a CalWORKs WTW Participant makes a complaint regarding the third-party representative.
8. DSS shall not respond verbally or in writing to inquiries by a third-party representative or provide information about any employer or employee. All third-party inquiries shall be directed to CONTRACTOR.
9. Develop a protocol for third party representatives to ensure monthly evaluations are completed in accordance to DSS requirements, and verify timesheets are completed in accordance to State and Federal rules and regulations as enforced by the State Department of Industrial Relations, and any other applicable rules, regulations or local ordinances.

L. Monthly Reports and Outcomes

1. Reports:
  - a. Provide pertinent information to DSS through the Ready2Hire website and/or on a monthly basis. Format and content of reports shall be mutually developed by CONTRACTOR and DSS.
  - b. Create additional reports as mutually agreed upon by CONTRACTOR and DSS within five (5) business days of the initial DSS request, unless prior approval has been given in writing or through email correspondence by DSS.

M. CONTRACTOR will complete an annual Civil Rights training provided by DSS.

II. COUNTY RESPONSIBILITIES

- A. Provide CONTRACTOR with appropriate program specific information necessary to effectively market DSS programs.
- B. Designate DSS administration and program staff to receive all CONTRACTOR communications.
- C. Provide CONTRACTOR with CalWORKs WTW Participant information necessary for registration in the Ready2Hire website.
- D. Refer employers as appropriate to CONTRACTOR for more information about DSS programs.
- E. Meet with CONTRACTOR staff as often as needed to exchange information, resolve problems and work together to coordinate services.
- F. Identify and refer qualified job-ready (client that has no barriers keeping them from being employed) CalWORKs WTW Participant to use the Ready2Hire website and participate in appropriate subcontracted training courses and job recruitments.
- G. Provide CONTRACTOR information regarding CalWORKs WTW Participant skill sets as needed.
- H. Notify CONTRACTOR of job placement complaints, and review and investigate complaints as needed.
- I. Address employment concerns with CalWORKs WTW Participant to increase employment retention.
- J. Respond to all program related forms within the established timeframe.
- K. Review proposals for subcontracted trainings and maintain contact with CONTRACTOR and subcontractors to ensure client attendance, participation, progress and completion.

- L. Provide clear criteria for monthly and website reports.
- 
- III. Outcomes
    - A. New Approved or Renewed Employers: 150 newly approved or renewed employers for subsidized employment, per contract year.
    - B. Job Positions: 500 positions per contract year; minimum 75% full time (35+ hours a week) positions.
    - C. Job Placements: 200 new active job placements per year, in which the CalWORKs WTW Participant began work, contingent upon DSS referrals of job ready CalWORKs WTW Participants.
    - D. Recruitment Events: 4 per contract year
    - E. Trainings: Conduct at least 4 subcontractor trainings/cohorts per contract year targeted toward job market demands and DSS vocational training needs.
    - F. Retention:
      - 1. EMPLOYMENT: 75% retention rate for all completed job placements per contract year.
      - 2. SUBCONTRACTED TRAINING: 75% of clients who complete a subcontractor training will be employed 6 months after the training completes in the corresponding industry.

ORGANIZATION: Fresno County Economic Development Corporation  
SERVICES: Employment Services, Marketing, and Web Development  
CONTRACTED PERIOD: 12 Month Budget for all terms October 1, 2020 – September 30, 2025

**SALARIES & BENEFITS**

Personnel Salaries:	\$813,434.00
Payroll Taxes:	\$60,706.00
Benefits:	<u>\$111,640.00</u>
<b>Subtotal:</b>	<b>\$985,780.00</b>

**SERVICES & SUPPLIES**

Insurance:	\$7,000.00
Communications:	\$13,000.00
Office Expense:	\$750.00
Equipment:	\$1,080.00
Travel Costs:	\$12,000.00
Program Supplies:	\$90,440.00
Consultancy/Subcontracts:	\$645,000.00
Training:	\$5,000.00
Indirect Costs:	\$16,000.00
Subtotal	<u>\$790,270.00</u>
<b>Total Budget</b>	<b>\$1,776,050.00</b>

**PERSONNEL**

<b>Position</b>	<b>Full Time Equivalent</b>
Administrative Assistant	50%
BEAR Coordinator	100%
Business Attraction Specialist	100%
Business Development Specialist	100%
Business Retention Specialist	100%
Business Retention Specialist	100%
Chief Operating Officer	35%
Client Services Manager	80%
Controller	40%
Data Administrator/Analyst	75%
Economic Development Coordinator	75%
Economic Development Specialist	100%
Executive Assistant	25%
NEO Outreach Specialist	100%
President/CEO	40%
Research Analyst/Staff Economist	85%
VP Business Development	75%
VP of Business Service	75%
Workforce Training Coordinator	100%

### SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

### INSTRUCTIONS

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

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