

AGREEMENT

THIS AGREEMENT is made and entered into this 17th day of May, 2022, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and SUPERIOR COURT OF CALIFORNIA, COUNTY OF FRESNO, an agency of the State of California, whose address is 1100 Van Ness, Fresno, CA 93724-0002, hereinafter referred to as "COURT".

WITNESSETH:

WHEREAS, COUNTY, through its Department of Social Services (DSS), is in need of court mediation services for families involved with Child Welfare Services; and

WHEREAS, COURT has the qualified staff and facilities to provide such services.

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

1. COURT'S OBLIGATIONS/SERVICES

A. COURT will dedicate 1.0 FTE Family Court Services Counselor/Child Custody Recommending Counselor(s). Said counselor(s) will be COURT employees and possess a Master's Degree in Marriage, Family, and Child Counseling, Social Work, Psychology, or other behavioral science degree substantially related to marriage and family interpersonal relationships as determined by COURT. It is preferred, but not required, that said counselors have a valid license in a behavioral health discipline. The position will be assigned to Family Court Services to provide the following services:

a. Evaluate and mediate custody/visitation cases where child abuse is alleged or has occurred, and in all other appropriate cases where the child(ren)'s best interest is to be considered and determined;

b. Assist in coordinating a visitation plan between child(ren) and their parents when child abuse is alleged, or has occurred, and/or in all other appropriate cases if deemed necessary and/or requested by COURT;

c. When directed by the Judicial Officer, review form JV180 of parents who request to change visitation orders when the child(ren) is in a permanent placement and dependency has been terminated;

- d. Serve as a consultant to County's DSS staff in cases of alleged child abuse;
- e. Mediate, assess, and prepare exit mediation documents;
- f. Provide parent with a court orientation;
- g. Provide annual report by June 30th of the then-current term indicating all activities completed by mediator; and
- h. Confirm compliance of annual Civil Rights training to all staff.

B. COUNTY should keep COURT informed of provisions of Child Welfare Services (Title XX) of the Federal Social Security Act, and the rules and regulations of the California State Department of Social Services in order to ensure the service provided by COURT are in compliance with the provisions of Child Welfare Services (Title XX) of the Federal Social Security Act, and the rules and regulations of the California State Department of Social Services.

C. COURT shall participate in meetings consisting of staff from COUNTY's DSS to discuss service requirements, policies and procedures, training, data reporting, and overall program operations.

D. In the event of the termination or expiration of this Agreement in accordance with Section Three (3) of this Agreement, COURT shall provide transitional services to clients currently receiving services, working with COUNTY staff and/or COUNTY's contracted vendor(s). Transitional duties shall include, but not be limited to, the transfer of client records and shall not exceed a maximum of thirty (30) days. This section of the Agreement shall survive thirty (30) days from the expiration or written termination date of this Agreement.

2. TERM

The term of this Agreement shall commence on July 1, 2022 through June 30, 2025. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The Director of the Department of Social Services (DSS) or his or her designee is authorized to execute such written approval on behalf of COUNTY based on COURT'S satisfactory performance.

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1 3. TERMINATION

2 A. Non-Allocation of Funds

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

7 B. Breach of Contract

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

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

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

21 C. Without Cause

22 Under circumstances other than those set forth above, this Agreement may be
23 terminated by COURT, COUNTY or COUNTY's DSS Director, or designee, upon the giving of thirty (30)
24 days advance written notice of an intention to terminate this Agreement.

25 4. COMPENSATION

26 For actual services provided pursuant to the terms of this Agreement, COUNTY agrees to pay
27 COURT and COURT agrees to receive reimbursement of salary and benefits for the 1.0 FTE Family
28 Court Services Counselor/Child Custody Recommending Counselor(s) described in Section One (1) as

1 full compensation under this Agreement.

2 In no event shall compensation paid for services performed under this Agreement be in excess of
3 Nine Hundred and Ninety Thousand, One Hundred Eighty and No/100 Dollars (\$990,180) during the term
4 of this Agreement. For each 12-month period, in no event shall compensation paid for services performed
5 under this Agreement be in excess of One Hundred Ninety-Eight Thousand, Thirty-Six and No/100 Dollars
6 (\$198,036).

7 It is understood that all expenses incidental to COURT'S performance of services under this
8 Agreement shall be borne by COURT. If COURT should fail to comply with any provision of the Agreement,
9 COUNTY shall be relieved of its obligation for further compensation. Any compensation which is not
10 expended by COURT pursuant to the terms and conditions of this Agreement shall automatically revert to
11 COUNTY.

12 The services provided by the COURT under this Agreement are funded in whole or in part by the
13 State of California. In the event that funding for these services is delayed by the State Controller, COUNTY
14 may defer payment to COURT. The amount of the deferred payment shall not exceed the amount of
15 funding delayed to the COUNTY. The period of time of the deferral by COUNTY shall not exceed the period
16 of time of the State Controller's delay of payment to COUNTY plus forty-five (45) days.

17 5. INVOICING

18 COURT shall invoice COUNTY's DSS in arrears by the fifteenth (15th) of each month for
19 expenditures incurred and services rendered in the previous month to:
20 DSSInvoices@fresnocountyca.gov. Payments by COUNTY's DSS shall be in arrears for actual services
21 provided during the preceding month, within forty-five (45) days after receipt, verification, and approval
22 of COURT's invoices by COUNTY's DSS. All final claims for funding shall be submitted by COURT
23 within sixty (60) days following the final month of services. At the discretion of COUNTY's DSS Director
24 or his/her designee, COUNTY's DSS may deny payment of any invoice received more than sixty (60)
25 days following the final month of services.

26 At the discretion of COUNTY's DSS Director or designee, if an invoice is incorrect or is
27 otherwise not in proper form or detail, COUNTY's DSS Director or designee shall have the right to
28 withhold payment as to only that portion of the invoice that is incorrect or improper after five (5) days

1 prior written notice or email correspondence to COURT. COURT agrees to continue to provide services
2 for a period of ninety (90) days after written or email notification of an incorrect or improper invoice. If
3 after the ninety (90) day period the invoice has still not been corrected to COUNTY's DSS satisfaction,
4 COUNTY or COUNTY's DSS Director or designee may elect to terminate this Agreement, pursuant to
5 the termination provisions stated in Paragraph Three (3) of this Agreement.

6 6. MODIFICATION

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

9 B. COURT agrees that reductions to the maximum compensation set forth in Section
10 Four (4) of this Agreement may be necessitated by a reduction in funding from State sources. Any such
11 reduction to the maximum compensation may be made with the written approval of COUNTY's DSS
12 Director or designee and COURT. COURT further understands that this Agreement is subject to any
13 restrictions, limitations, or enactments of all legislative bodies which affect the provisions, term, or
14 funding of this agreement in any manner.

15 7. INDEPENDENT CONTRACTOR

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

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

26 Because of its status as an independent contractor, COURT shall have absolutely no right to
27 employment rights and benefits available to COUNTY employees. COURT shall be solely liable and
28 responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In

1 addition, COURT shall be solely responsible and save COUNTY harmless from all matters relating to
2 payment of COURT'S employees, including compliance with Social Security withholding and all other
3 regulations governing such matters. It is acknowledged that during the term of this Agreement, COURT
4 may be providing services to others unrelated to the COUNTY or to this Agreement.

5 8. HOLD HARMLESS AND INDEMNIFICATION

6 COURT agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the
7 COUNTY, its officers, agents, and employees from any and all costs and expenses (including
8 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in
9 connection with the performance, or failure to perform, by COURT, its officers, agents, or employees
10 under this Agreement, and from any and all costs and expenses (including attorney's fees and costs),
11 damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who
12 may be injured or damaged by the performance, or failure to perform, of COURT, its officers, agents, or
13 employees under this Agreement.

14 COUNTY agrees to indemnify, save, hold harmless, and at COURT'S request, defend the
15 COURT, its officers, agents, and employees from any and all costs and expenses (including attorney's
16 fees and costs), damages, liabilities, claims, and losses occurring or resulting to COURT in connection
17 with the performance, or failure to perform, by COUNTY, its officers, agents, or employees under this
18 Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages,
19 liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be
20 injured or damaged by the performance, or failure to perform, of COUNTY, its officers, agents, or
21 employees under this Agreement.

22 The provisions of this Section Eight (8) shall survive termination of this Agreement.

23 9. INSURANCE

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

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1 A. Commercial General Liability

2 Commercial General Liability Insurance with limits of not less than Two Million Dollars
3 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
4 policy shall be issued on a per occurrence basis.

5 B. Automobile Liability

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

9 C. Professional Liability

10 If COURT employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
11 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
12 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. COURT agrees
13 that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the
14 termination of this Agreement, one or more policies of professional liability insurance with limits of coverage
15 as specified herein.

16 D. Worker's Compensation

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

19 Additional Requirements Relating to Insurance:

20 COURT shall obtain endorsements to the Commercial General Liability insurance naming the
21 County of Fresno, 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 COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
25 provided under COURT's policies herein. This insurance shall not be cancelled or changed without a
26 minimum of thirty (30) days advance written notice given to COUNTY.

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

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

4 Within Thirty (30) days from the date COURT signs and executes this Agreement, COURT shall
5 provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as
6 required herein, to the County of Fresno, (Name and Address of the official who will administer this
7 contract), stating that such insurance coverage have been obtained and are in full force; that the County of
8 Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that
9 such Commercial General Liability insurance names the County of Fresno, its officers, agents and
10 employees, individually and collectively, as additional insured, but only insofar as the operations under this
11 Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and
12 any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall
13 be excess only and not contributing with insurance provided under COURT's policies herein; and that this
14 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice
15 given to COUNTY.

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

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

22 All programs of self-insurance shall be maintained in a manner that is acceptable to the Risk
23 Manager of the County of Fresno. COURT shall provide documentation identifying the types and level of
24 coverage to the County of Fresno, Attention: Contract Analyst, 205 W. Pontiac Way, Building 2, Clovis, CA
25 93612 or to DSSContractInsurance@fresnocountyca.gov.

26 10. ASSIGNMENT AND SUBCONTRACTS

27 Neither party shall assign, transfer or subcontract this Agreement nor their rights or duties under
28 this Agreement without the prior written consent of the other party. Any transferee, assignee or

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

6 11. CONFLICT OF INTEREST

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

14 12. NON-DISCRIMINATION

15 During the performance of this Agreement, COURT and its officers, employees, agents and
16 subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or
17 regulation against any employee or applicant for employment, or recipient of services under this
18 agreement, because of ethnic group identification, gender, gender identity, gender expression, sexual
19 orientation, color, physical disability, mental disability, medical condition, national origin, race, ancestry,
20 marital status, religion, or religious creed.

21 A. Domestic Partners and Gender Identity

22 For State fund-funded contracts of \$100,000 or more, COURT certifies that it complies
23 with Public Contract Code Section 10295.3.

24 B. Americans with Disabilities Act

25 COURT shall comply with the Americans with Disabilities Act (ADA) of 1990, which
26 prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines
27 issued pursuant to the ADA (42 U.S.C. 12101 et seq.)

28 COURT shall include the non-discrimination and compliance provisions of this section in all

1 subcontracts to perform work under this Agreement.

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

7 COURT agrees to compile data, complete training, maintain records and submit reports as
8 required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit
9 authorized COUNTY, CDSS and/or federal government personnel, during normal working hours, to
10 review such records, books and accounts as needed to ascertain compliance. If there are any violations
11 of this Non-Discrimination section, CDSS shall have the right to invoke fiscal sanctions or other legal
12 remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section
13 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for
14 further compliance action and enforcement of this section.

15 A. Eligibility for Services

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

18 B. Employment Opportunity

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

24 13. LIMITED ENGLISH PROFICIENCY

25 COURT may provide interpreting and translation services to persons participating in COURT's
26 services who have limited or no English language proficiency, including services to persons who are
27 deaf or blind. Interpreter and translation services shall be provided as necessary to allow such
28 participants meaningful access to the programs, services and benefits provided by COURT. When

1 available, interpreter and translation services, shall be provided to participants at no cost to the
2 participant. COURT shall ensure that any employees, agents, subcontractor, or partners who interpret
3 or translate for a program participant, or who directly communicate with a program participant in a
4 language other than English, demonstrate proficiency in the participant's language and can effectively
5 communicate any specialized terms and concepts peculiar to COURT's services.

6 14. CONFIDENTIALITY AND DATA SECURITY

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

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

15 A. Court-Owned Mobile/Wireless/Handheld Devices may not be connected to COUNTY
16 networks via personally owned mobile, wireless or handheld devices, except when authorized by
17 COUNTY for telecommuting and then only if virus protection software currency agreements are in place,
18 and if a secure connection is used.

19 B. Court-Owned Computers or Computer Peripherals may not be brought into COUNTY
20 for use, including and not limited to mobile storage devices, without prior authorization from COUNTY's
21 Chief Information Officer or her designee. Data must be stored on a secure server and transferred by
22 means of a VPN (Virtual Private Network) connection, or another type of secure connection of this type
23 if any data is approved to be transferred.

24 C. County-Owned Computer Equipment – COURT or anyone having an employment
25 relationship with COUNTY may not use COUNTY computers or computer peripherals on non-COUNTY
26 premises without prior authorization from COUNTY's Chief Information Officer or her designee.

27 D. COURT may not store COUNTY's private, confidential or sensitive data on any hard-
28 disk drive.

1 E. COURT are responsible to employ strict controls to ensure the integrity and security
2 of COUNTY's confidential information and to prevent unauthorized access to data maintained in
3 computer files, program documentation, data processing systems, data files and data processing
4 equipment which stores or processes COUNTY data internally and externally.

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

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

12 15. CLEAN AIR AND WATER

13 In the event the funding under this Agreement exceeds One Hundred Fifty Thousand and
14 No/100 Dollars (\$150,000.00), COURT shall comply with all applicable standards, orders or
15 requirements issued under the Clean Air Act, as amended, 42 U.S. Code 7401 *et seq.*, and the Federal
16 Water Pollution Control Act, 33 U.S. Code 1251 *et seq.* Under these laws and regulations, COURT
17 shall:

18 A. Assure no facility shall be utilized in the performance of this Agreement that has been
19 listed on the Environmental Protection Agency (EPA) list of Violating Facilities;

20 B. Notify COUNTY prior to execution of this Agreement of the receipt of any
21 communication from the Director, Office of Federal Activities, U.S. EPA indicating that a facility to be
22 utilized in the performance of this Agreement is under consideration to be listed on the EPA list of
23 Violating Facilities;

24 C. Report each violation of the above laws to COUNTY and understand and agree that
25 the COUNTY will, in turn, report each violation as required to assure notification to the Federal
26 Emergency Management Agency (FEMA) and the appropriate Environmental Protection Agency
27 Regional Office.

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1 16. DRUG-FREE WORKPLACE REQUIREMENTS

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

9 17. GRIEVANCES

10 COURT shall establish procedures for handling client complaints and/or grievances. Such
11 procedures will include provisions for informing clients of their rights for resolving such issues when
12 appropriate.

13 18. PROHIBITION ON PUBLICITY

14 None of the funds, materials, property or services provided directly or indirectly under this
15 Agreement shall be used for COURT’s advertising, fundraising, or publicity (i.e., purchasing of
16 tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the
17 above, publicity of the services described in Paragraph One (1) of this Agreement shall be allowed as
18 necessary to raise public awareness about the availability of such specific services when approved in
19 advance by the Director or designee and at a cost as provided by COURT in writing for such items as
20 written/printed materials, the use of media (i.e., radio, television, newspapers) and any other related
21 expense(s).

22 19. LOBBYING AND POLITICAL ACTIVITY

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

26 COURT shall not directly or indirectly use any of the funds under this Agreement for any political
27 activity or to further the election or defeat of any candidate for public office.

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1 20. STATE ENERGY CONSERVATION

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

5 21. FRATERNIZATION

6 COURT shall establish procedures addressing fraternization between COURT's staff and
7 clients. Such procedures will include provisions for informing COURT's staff and clients regarding
8 fraternization guidelines.

9 22. INTERPRETATION OF LAWS AND REGULATIONS

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

12 23. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

13 COUNTY and COURT, their officers, consultants, subcontractors, agents and employees shall comply
14 with all applicable State, Federal and local laws, regulations, and executive orders governing projects
15 that utilize State and Federal Funds.

16 24. NO OBLIGATION BY FEDERAL GOVERNMENT

17 The Federal Government is not a party to this contract and is not subject to any obligations or
18 liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from
19 this Agreement.

20 25. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

21 COURT acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims
22 and Statements) applies to COURT's actions pertaining to this contract.

23 26. RECORDS

24 A. Record Establishment and Maintenance

25 COURT shall establish and maintain records in accordance with those requirements
26 prescribed by COUNTY, with respect to all matters covered by this Agreement. COURT shall retain all
27 fiscal books, account records and client files for services performed under this Agreement for at least
28 five (5) years from date of final payment under this Agreement or until all State and Federal audits are

1 completed for that fiscal year, whichever is later.

2 B. Cost Documentation

3 1) COURT shall submit to COUNTY within fifteen (15) calendar days following
4 the end of each month, all fiscal and program reports for that month. COURT shall also furnish to
5 COUNTY such statements, records, data and information as COUNTY may request pertaining to
6 matters covered by this Agreement. In the event that COURT fail to provide reports as provided herein,
7 it shall be deemed sufficient cause for COUNTY to withhold payments until compliance is established.

8 2) All costs shall be supported by properly executed payrolls, time records,
9 invoices, vouchers, orders, or any other accounting documents pertaining in whole or in part to this
10 Agreement and they shall be clearly identified and readily accessible. The support documentation must
11 indicate the line budget account number to which the cost is charged.

12 3) COUNTY shall notify COURT in writing within thirty (30) days of any potential
13 State or Federal audit exception discovered during an examination. Where findings indicate that
14 program requirements are not being met and State or Federal participation in this program may be
15 imperiled in the event that corrections are not accomplished by COURT within thirty (30) days of receipt
16 of such notice from COUNTY, written notification thereof shall constitute COUNTY'S intent to terminate
17 this Agreement.

18 C. Service Documentation

19 COURT agrees to maintain records to verify services under this Agreement
20 including names of clients served, if applicable, and the dates of service and a description of services
21 provided on each occasion. These records and any other documents pertaining in whole or in part to
22 this Agreement shall be clearly identified and readily accessible.

23 27. AUDITS AND INSPECTIONS

24 The COURT shall at any time during business hours, and as often as the COUNTY may deem
25 necessary, make available to the COUNTY for examination all of its records and data with respect to the
26 matters covered by this Agreement. The COURT shall, upon request by the COUNTY, permit the
27 COUNTY to audit and inspect all of such records and data necessary to ensure COURT'S compliance
28 with the terms of this Agreement.

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

4 In addition, COURT shall cooperate and participate with COUNTY's fiscal review process and
5 comply with all final determinations rendered by the COUNTY's fiscal review process. If COUNTY
6 reaches an adverse decision regarding COURT's services to consumers, it may result in the
7 disallowance of payment for services rendered; or in additional controls to the delivery of services, or in
8 the termination of this Agreement, at the discretion of COUNTY's DSS Director or designee. If as a
9 result of COUNTY's fiscal review process a disallowance is discovered due to COURT's deficiency,
10 COURT shall be financially liable for the amount previously paid by COUNTY to COURT and this
11 disallowance will be adjusted from COURT's future payments, at the discretion of COUNTY's DSS
12 Director or designee.

13 28. CHILD SUPPORT COMPLIANCE ACT

14 If this Agreement includes State funding in excess of \$100,000, the Contractor acknowledges in
15 accordance with Public Contract Code 7110, that:

16 A. COURT recognizes the importance of child and family support obligations and
17 shall fully comply with all applicable state and federal laws relating to child and family support
18 enforcement, including, but not limited to, disclosure of information and compliance with earnings
19 assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of
20 the Family Code; and

21 B. COURT to the best of its knowledge is fully complying with the earnings
22 assignment orders of all employees and is providing the names of all new employees to the New Hire

23 C. Registry maintained by the California Employment Development Department.

24 29. PRIORITY HIRING CONSIDERATIONS

25 If this Agreement includes State funding and services in excess of \$200,000, COURT shall give
26 priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of
27 aid under Welfare and Institutions Code Section 11200 in accordance with Public Contract Code Section
28 10353.

1 has authority over COURT's finances.

2 33. ELECTRONIC SIGNATURE

3 The parties agree that this Agreement may be executed by electronic signature as provided in
4 this section. An "electronic signature" means any symbol or process intended by an individual signing
5 this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed
6 version of an original handwritten signature; or (3) an electronically scanned and transmitted (for
7 example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to
8 this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing
9 this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or
10 judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of
11 that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
12 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5,
13 beginning with section 1633.1). Each party using a digital signature represents that it has undertaken
14 and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
15 through (5), and agrees that each other party may rely upon that representation. This Agreement is not
16 conditioned upon the parties conducting the transactions under it by electronic means and either party
17 may sign this Agreement with an original handwritten signature.

18 34. GOVERNING LAW

19 Venue for any action arising out of or related to this Agreement shall only be in Fresno County,
20 California. The rights and obligations of the parties and all interpretation and performance of this
21 Agreement shall be governed in all respects by the laws of the State of California.

22 35. DISPUTES

23 In the event of any dispute, claim, question, or disagreement arising from or relating to this
24 agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute,
25 claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good
26 faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to
27 both parties. During this time, the parties will continue meeting their contract responsibilities. If the
28 parties do not reach such solution within a period of 60 days, then the parties may take whatever action

1 is available to them by law.

2 36. SEVERABILITY

3 If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or
4 otherwise unenforceable, the balance of this Agreement remains in effect, and the parties shall make
5 best efforts to replace the unlawful or unenforceable part of this Agreement with lawful and enforceable
6 terms intended to accomplish the parties' original intent.

7 37. ENTIRE AGREEMENT

8 This Agreement constitutes the entire agreement between the COURT and COUNTY with
9 respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals,
10 commitments, writings, advertisements, publications, and understanding of any nature whatsoever
11 unless expressly included in this Agreement.

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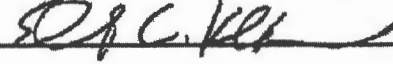
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28 ///

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

3 SUPERIOR COURT OF CALIFORNIA

COUNTY OF FRESNO


4 By: 


Brian Pacheco, Chairman of the Board of
Supervisors of the County of Fresno


6 Print Name: DAVID C. KALEMKARIAN

7 Title: _____
Presiding Judge

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

9
10 By: 

12 Print Name: Michael H. Elliott

By: 
Deputy

13 Title: _____
Court Executive Officer

16 Mailing Address:
17 1100 Van Ness Avenue
18 Fresno, CA 93724-0002
19 Contact: Court Executive Officer
20 Phone: (559) 457-2010

21 FOR ACCOUNTING USE ONLY:
22 Fund/Subclass: 0001/10000
23 ORG No.: 56107001
24 Account No.: 7870/0

26 MIA:hb