

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

31976

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Rehabilitation

CONTRACTOR NAME

County of Fresno

2. The term of this Agreement is:

START DATE

July 1, 2022

THROUGH END DATE

June 30, 2025

3. The maximum amount of this Agreement is:

\$0.00

Cash Match: \$581,169.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit A.1	Contractor's Description of Services/Deliverables	3
Exhibit B	Budget Detail and Payment Provisions	3
+ - Exhibit C	General Terms and Conditions (GTC 4/2017)	1
+ - Exhibit D	Special Terms and Conditions	5
+ - Exhibit E	Additional Provisions	1

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)

County of Fresno

CONTRACTOR BUSINESS ADDRESS

PO Box 712

CITY

Fresno

STATE

CA

ZIP

93712

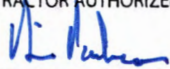
PRINTED NAME OF PERSON SIGNING

Brian Pacheco

TITLE

Chairman of the Board of Supervisors of the County of Fresno

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

5-3-2022

ATTEST:

BERNICE E. SEIDEL

Clerk of the Board of Supervisors

County of Fresno, State of California

By  Deputy

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

31976

PURCHASING AUTHORITY NUMBER (If Applicable)

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Rehabilitation

CONTRACTING AGENCY ADDRESS

721 Capitol Mall, 6th Floor

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Tamara Skeens

TITLE

SSMI

CONTRACTING AGENCY AUTHORIZED SIGNATURE

**Tamara Skeens**Digitally signed by Tamara Skeens  
Date: 2022.06.20 15:04:52 -07'00'

DATE SIGNED

06/20/2022

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM Vol. 1 4.04 (A2)

**EXHIBIT A**  
**(Standard Agreement – Subvention)**  
**Scope of Work**

**1. PURPOSE**

Cash Transfer Agreement

**2. AUTHORITY**

Law: 29 U.S.C. 721(a)(3); California Welfare and Institutions Code sections 19008 and 19013

Regulations: 34 C.F.R. 361.60(b)

Assistance Listing Number: 84.126

**3. CONTRACT REPRESENTATIVES**

Direct all inquiries during the term of this Agreement to the Contract Administrators listed herein:

4. Department of Rehabilitation	County of Fresno Department of Behavioral Health
Levi Van Fossen Contract Administrator 2550 Mariposa Mall, Rm 2000 Fresno, CA 93721 Tel: (559) 580-0160 Fax: (559) 444-2595 e-mail: Levi.VanFossen@dor.ca.gov	Susan L. Holt, LMFT Program Contract Administrator P.O. Box 712 Fresno, CA 93712-0712 Tel: (559) 600-9058 Fax: (559) 600-7905 e-mail: sholt@fresnocountyca.gov

**DESCRIPTION OF SERVICES/DELIVERABLES**

**See attached program description - EXHIBIT A.1**

This Cash Transfer Agreement is created and agreed to by the Department of Rehabilitation (hereafter “DOR”) and County of Fresno Department of Behavioral Health (hereafter “Public Agency”) to enhance and improve the provision of vocational rehabilitation (VR) services to individuals who are applicants of or have been determined to meet the following DOR eligibility criteria, as set forth in 34 C.F.R. 361.42(a)(1):

- (i) A determination by qualified personnel employed by DOR that the applicant has a physical or mental impairment.
- (ii) A determination by qualified personnel employed by DOR that the applicant’s physical or mental impairment constitutes or results in a substantial impediment to employment for the applicant.
- (iii) A determination by a qualified vocational rehabilitation counselor employed by DOR that the applicant requires vocational rehabilitation services to prepare for, secure, retain,

advance in, or regain employment that is consistent with the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interest, and informed choice.

- (iv) A presumption, in accordance with paragraph (a)(2) of section 361.42, that the applicant can benefit in terms of an employment outcome from the provision of vocational rehabilitation services.

The provision of vocational rehabilitation services through this Agreement must be consistent with the DOR State Plan, including but not limited to implementation of an Order of Selection for Services (34 C.F.R. 361.36(d)(1)). The requirements specified in the DOR State Plan on file with the United States Department of Education, Rehabilitation Services Administration will apply to all funds associated with this Agreement.

**EXHIBIT A.1**  
**(Standard Agreement - Subvention)**  
**Contractor's Description of Services/Deliverables**  
**Purpose of this Agreement**

The purpose of this Agreement is to set forth the terms and conditions under which the Public Agency will provide non-Federal share as an allowable source of match in accordance with 34 C.F.R. § 361.60(b) and consistent with the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. § 200.306(b)

**I. DESCRIPTION OF THE PROGRAM**

**A. Purpose of the Program**

1. Purpose Statement

The DOR and Public Agency will combine both staff and financial resources to provide an integrated program of vocational rehabilitation services for individuals with disabilities who are eligible to receive services from both DOR and Public Agency (hereinafter referred to as "mutual consumers" or "DOR consumers"). The services are designed to prepare for, secure, retain, advance in, or regain employment that is consistent with the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interest, and informed choice.

2. Target Population

The target population are individuals with disabilities who have been determined eligible to receive services from both DOR and Public Agency. Specifically, the individuals must be determined eligible for vocational rehabilitation services by DOR personnel consistent with 34 C.F.R. 361.42(a)(1).

3. Target Geographic Area

Mutual consumers residing in the following DOR districts:  
San Joaquin Valley (SVJ) and Blind Field Services (BFS) districts.

4. Outcome Goals

For fiscal year 2022-2023, a total of 155 unduplicated DOR consumers who will receive services through this contract. As a result of services provided through this contract, it is expected that DOR will:

- Open 70 new cases
- Develop 49 new Individualized Plans for Employment (IPE)
- Close 33 cases successfully

For fiscal year 2023-2024, a total of 155 unduplicated DOR consumers who will receive services through this contract. As a result of services provided through this contract, it is expected that DOR will:

- Open 70 new cases
- Develop 49 new Individualized Plans for Employment (IPE)
- Close 33 cases successfully

For fiscal year 2024-2025, a total of 155 unduplicated DOR consumers who will receive services through this contract. As a result of services provided through this contract, it is expected that DOR will:

- Open 70 new cases
- Develop 49 new Individualized Plans for Employment (IPE)
- Close 33 cases successfully

## **B. Scope of Vocational Rehabilitation Services to be Provided Under the Program**

The DOR may provide, arrange, or purchase vocational rehabilitation services necessary for determining eligibility, priority for service, and vocational rehabilitation needs.

The DOR may also provide, arrange, or purchase vocational rehabilitation services identified in a DOR consumer's Individualized Plan for Employment that are necessary to assist the individual in preparing for, securing, retaining, advancing, or regaining an employment outcome in a competitive integrated employment setting. The vocational rehabilitation services will be provided consistent with the individual's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.

Additionally, DOR and the Public Agency have identified the following vocational rehabilitation service(s) as integral to achieving the program outcome goals. Services may include, but are not limited to, the following:

- a. Vocational Assessment
- b. Personal, Vocational, Social Adjustment (PVSA)
- c. Employment Preparation
- d. Job Development, Placement & Retention
- e. Short-Term Support

## **C. Role of Each Participating Agency in the Provision of Services**

### **1. Role of DOR**

To achieve the outcome goals for this program while utilizing the provider of choice designated by the program:

- a. DOR staff will be responsible for the following:
  - a. Utilize non-Federal dollar cash match from Public Agency to leverage Federal dollars.
    - i. DOR will collaborate with Public Agency to identify local partners to provide direct services to DOR consumers, utilizing the Federal dollars leveraged from this agreement.
  - b. The DOR Senior Vocational Rehabilitation Counselor, Qualified Rehabilitation Professional (SVRC-QRP) will perform the following duties:
    - i. Receive referrals from Public Agency.
    - ii. Complete intake and eligibility determination process for the individuals referred by Public Agency.
    - iii. Provide counseling and guidance and develop an Individualized Plan for Employment (IPE) in collaboration with the DOR consumer consistent with the individual's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.

- iv. Authorize services and refer the DOR consumer to a local partner to provide vocational rehabilitation services that are consistent with the DOR consumer's IPE and 34 C.F.R. 361.38.
- c. Actively participate in Quality Assurance Activities listed below.

## 2. Role of Contracting Public Agency

To achieve the outcome goals for this program:

- a. Contracting public agency staff will be responsible for the following:
  - i. Provide the full non-Federal cash match amount identified below as per the timeline identified in Exhibit B.
  - ii. Identify individuals who would benefit from DOR vocational rehabilitation services and refer said individuals to DOR consistent with 34 C.F.R. 361.38.
  - iii. Actively participate in Quality Assurance Activities listed below.

## D. Quality Assurance Activities

### 1. Data Sharing and Reporting Plan

At a minimum, DOR agrees to provide the following data set(s) with Public Agency on a **MONTHLY** basis consistent with 34 C.F.R. 361.38:

- DOR Goals and Outcomes

### 2. Progress Monitoring

The Contract Administrators or their designees agree to meet **QUARTERLY** to review progress toward outcome goals, resolve issues, and ensure the continuity of all Agreement components.

Progress measures are identified in sections I(A)(4) and/or I(D)(1).

### 3. Program Evaluation

At a minimum, DOR and Public Agency agree to an annual review of the program's overall impact and outcomes. This can be completed during one of the Progress Monitoring meetings held at least quarterly. The Contract Administrators will complete this activity.

## E. Contract Administrators

### Department of Rehabilitation

Levi Van Fossen  
Contract Administrator  
2550 Mariposa Mall, Rm 2000  
Fresno, CA 93721  
O 559-580-0160  
F 559-444-2595  
Levi.VanFossen@dor.ca.gov

### County of Fresno

### Department of Behavioral Health

Susan L. Holt, LMFT  
Director of the Dept. of Behavioral Health  
P.O. Box 712  
Fresno, CA 93712-0712  
1925 E. Dakota Avenue  
Fresno, CA 93726  
O 559-600-9058  
F 559-600-7905  
sholt@fresnocountyca.gov

**EXHIBIT B**  
**(Standard Agreement - Subvention)**  
**Budget Detail and Payment Provisions**

**I. FUNDING QUALIFICATIONS**

Non-Federal share provided under this Agreement will not originate from any other Federal grant or count towards satisfying a matching or cost sharing requirement of another Federal grant agreement, contract, or any other award of Federal funds.

Program expenditures under this Agreement will be under the control of DOR. All services provided under this Agreement are only available to DOR applicants and eligible individuals.

Any of the non-federal match funds or federal funds drawn down, identified below, remaining after the state fiscal year in which they were allocated may be redirected, as DOR determines appropriate and necessary, to provide services to additional DOR consumers beyond the scope of this contract.

**Date after which funds may be redirected: The first day following the conclusion of each FY (July 1, 2023, July 1, 2024, and July 1, 2025).**

In the event Federal share is unavailable or unsecured, this Agreement would be deemed null and void.

**II. INVOICING AND PAYMENT**

Each state fiscal year the Public Agency will pay to DOR, no less than quarterly and in advance, upon receipt of an invoice from DOR, all those cash matching funds which are identified within section C (Share of Cost to be Assumed by Each Agency) for that fiscal year.

**III. PAYMENT TERMS AND CONDITIONS**

**A. Terms of Payment**

The Public Agency agrees to make payment of the non-Federal share based on the schedule below.

The Federal dollars leveraged by the cash match provided in this agreement will be utilized by DOR to provide services to additional applicants and eligible individuals with disabilities and will assist in the development of new resources, as identified in Section 1 of this agreement.

**B. Payment Schedule**

The Public Agency may choose to provide the non-Federal share in full at the start of the state fiscal year or in portions on a quarterly basis. If paying quarterly, the payment must be received prior to the start of each quarter of the 2022-2025 fiscal year. Invoices will be sent by DOR's Accounting Services for actual amounts.

## Payment Schedule

Payment Schedule per Fiscal Year	Amount Due per Fiscal Year
Single Payment	\$193,723
Quarterly Payments	Quarter 1: \$48,430.75 Quarter 2: \$48,430.75 Quarter 3: \$48,430.75 Quarter 4: \$48,430.75

### C. Share of Cost to be Assumed by Each Agency

Agency	Share Type	Share %	FY 1: July 1, 2022- June 30, 2023	FY 2: July 1, 2023- June 30, 2024	FY 3: July 1, 2024- June 30, 2025
County of Fresno Department of Behavioral Health]	Non-Federal	21.3	\$193,723	\$193,723	\$193,723
DOR	Federal	78.7	\$715,775	\$715,775	\$715,775
Annual Agreement Grand Total	Combined	100	\$909,496	\$909,496	\$909,496

### D. Cost Allocation

The non-Federal share cash match, in combination with the Federal share generated from this Agreement, will be used to support staff and service costs necessary to assist DOR applicants and consumers in preparing for, securing, retaining, or regaining an employment outcome in a competitive integrated employment setting. It is anticipated that dollars will be utilized as follows; however, costs are subject to change at DOR's discretion:

	Amount	
DOR Staff Costs	DOR FTE: 1.60 (@ \$110,377 per 1.0 FTE)	\$176,603
DOR Case Service Dollars	\$137,932	
VR Service Provision Costs	\$594,961	

## II. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall have no further force and effect. In this event, DOR shall have no liability to

pay any funds whatsoever to the Public Agency or to furnish any other considerations under this Agreement and the Public Agency shall not be obligated to perform any provisions of this Agreement, including providing the cash match.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DOR shall have the option to either cancel this Agreement with no liability occurring to DOR or offer an Agreement amendment to the Public Agency to reflect the reduced amount.

## **V. BUDGET CONTINGENCY CLAUSE FOR FEDERALLY FUNDED AGREEMENTS**

- A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to DOR by the United States Government for the current year and/or any subsequent year for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or to any statute enacted by Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

The parties mutually agree that if Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

**EXHIBIT C**  
**(Standard Agreement - Subvention)**  
**General Terms and Conditions (GTC 4/2017)**

PLEASE NOTE: The General Terms and Conditions will be included in the Agreement by reference, you can view them at the Department of General Services, Office of Legal Services website at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. Go to Resources, click on the Standard Contract Language section to expand, then click on GTC 4/2017

# General Terms and Conditions (GTC 04/2017)

## EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
  - a. The Government Code Chapter on Antitrust claims contains the following definitions:
    - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
  - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
  - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
  - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
  - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**EXHIBIT D**  
**(Standard Agreement - Subvention)**  
**Special Terms and Conditions**

**1. NOTIFICATION AND COMPLIANCE**

All notices required by either party shall be in writing and sent by email, mail, or personally delivered to the appropriate address. Mailing addresses may be changed by written notice.

The Public Agency agrees to comply with all laws, regulations, ordinances, and policies of any governmental unit having jurisdiction over the rehabilitation program with regards to construction, medicine, health, safety, wages, hours, working conditions, workers' compensation, licensing and all other activities requiring compliance. The Public Agency shall accept financial responsibilities in the event of non-compliance.

**2. DISPUTES**

If the Public Agency believes that there is a dispute or grievance between the Public Agency and the DOR arising out of or relating to this Agreement, the Public Agency shall first discuss and attempt to resolve the issue informally with the DOR Contract Administrator. If the issue cannot be resolved at this level, the Public Agency shall adhere to the following procedures:

- A. If the issue cannot be resolved informally with the DOR Contract Administrator, the Public Agency shall submit, in writing, a grievance report together with any evidence to the DOR Contract Administrator's Supervisor. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Public Agency's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Public Agency the DOR Supervisor shall make a determination on the problem and shall respond in writing to the Public Agency indicating the decision and reasons, therefore. Should the Public Agency disagree with the Supervisor's decision, Public Agency may appeal to the next level following the procedure in "Disputes", paragraph B listed below.
- B. The Public Agency's letter of appeal must be submitted within ten (10) working days of the receipt of the Contract Administrator's Supervisor's written decision. The Public Agency must submit a letter of appeal to the Department's Contract Officer explaining the disagreement with the Contract Administrator's supervisor's decision. The letter must include, as an attachment, copies of the Public Agency's original grievance report, evidence originally submitted, and response from Supervisor. The Contracting Officer shall, within twenty (20) working days of receipt of Public Agency's letter of appeal, review the issues raised and shall render a written decision to the Public Agency. The decision of the Director or designee shall be final.

**3. RIGHT TO TERMINATE**

- A. Either party reserves the right to terminate this Agreement subject to 30 days written notice.
- B. However, the Agreement can be immediately terminated by DOR for cause. The term "for cause" shall mean that the Public Agency fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the DOR's written notification to the Public Agency.

**4. CONFLICT OF INTEREST**

- A. The Public Agency certifies that it's employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises

any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.

- B. The Public Agency shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

## 5. CONFIDENTIALITY

- A. The Public Agency agrees to comply with the provisions applicable to confidential and personal information as set forth in 34 Code of Federal Regulations 361.38, the Information Practices Act of 1977 (California Civil Code, section 1798 et seq.), and California Code of Regulations, title 9, section 7140 et seq.
- B. The Public Agency agrees that any personal information, as defined by the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.) and this Agreement, obtained in the performance of this Agreement is classified as confidential and shall not be subject to disclosure to any source except as required by this contract or otherwise authorized by DOR. (34 C.F.R. 361.39; Civ. Code, § 1798 et seq., and California Code of Regs., tit. 9, § 7140 et seq.)
- C. The Public Agency agrees to remove all confidential, sensitive, or personal information from any reports, publications, or other materials created during the performance of this contract prior to being released to the scientific and academic community, or other individuals or entities. The removal method(s) must be reasonable and appropriate to ensure that any confidential, sensitive, or personal information cannot be recovered, accessed, used or disclosed, which would result in a security breach or an information security incident.
- D. Subject to the applicable requirements of the laws and regulations cited above, Public Agency agrees to report any security breach or information security incident involving confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract to the DOR's Contract Administrator and the DOR's Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at [iso@dor.ca.gov](mailto:iso@dor.ca.gov).
- E. Security breaches or information security incidents that shall be reported include, but are not limited to:
  - 1. Inappropriate use or unauthorized disclosure of confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract by the Public Agency or the Public Agency's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.
  - 2. Unauthorized access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract. Information can be held in medium that includes, but is not limited to, electronic and paper.
  - 3. Loss or theft of information technology (IT) equipment, electronic devices/media, paper media, or data containing confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract. IT equipment and electronic devices/media include, but are not limited to, computers (e.g., laptops, desktops, tablets), smartphones, cell phones, CDs, DVDs, USB flash drives, servers, printers, peripherals,

assistive technology devices (e.g., notetakers, videophones), and copiers. Data can be held in medium that includes, but is not limited to, electronic and paper.

- F. The Public Agency agrees to provide annual security and privacy training for all individuals who have access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract.
- G. The Public Agency agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the Public Agency's information privacy and security policies.
- H. For Public Agencies that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website in the "Requirements for Becoming a Service Provider" section under "Annual Security and Privacy Training for VR Service Providers." The self-training manual is named "Protecting Privacy in State Government" and can be downloaded at the following link:  
<https://www.dor.ca.gov/Home/SecurityandPrivacy>.
- I. Additional training and awareness tools are available at the California Information Security Office (CISO) website and the California Department of Justice – Privacy Enforcement and Protection website. These state entities created the self-training manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

## **6. AUDIT AND REVIEW REQUIREMENTS**

### **A. General Audit and Review Requirements**

- 1. The DOR shall have the right to conduct inspections, reviews, and/or audits of the Public Agency to determine whether the services provided, and the expenditures invoiced by the Public Agency were in compliance with this Agreement and other applicable Federal or state statutes and regulations.
- 2. The Public Agency agrees that Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement, including but not limited to, accounting records, consumer service records, records and evaluations of individuals referred to the program, and other supporting documentation that may be relevant to the audit or investigation.
- 3. The Public Agency shall submit to the DOR such reports, accounts, and records deemed necessary by the DOR to discharge its obligation under DOR and Federal laws and regulations, including the applicable OMB cost principles and administrative requirements.
- 4. The Public Agency agrees to allow the auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
- 5. The Public Agency agrees to maintain such records for possible audit for a minimum of seven (7) years after final payment or until resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit, or any other action involving the records prior to expiration of the seven (7) year period, whichever is later.

## **7. CONTRACT AMENDMENTS**

In the event that additional program services must be performed which was wholly unanticipated and is not specified in the written Scope of Work, but is, in the opinion of both parties necessary to

the successful accomplishment of the general scope of work outlined, an amendment to the Agreement is required.

## **8. ATTRIBUTION**

The Public Agency agrees to acknowledge the sponsorship of DOR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DOR. Public Agency further agrees to identify the role of DOR with respect to any individual highlighted or publicized by or through Public Agency, when such individual is a DOR consumer.

## **9. THE FOLLOWING PROVISIONS ARE SUBJECT TO THIS AGREEMENT**

- A. Equal Employment Opportunity--All Agreements require compliance with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 1137--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Chapter 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, Part 60-1 Obligations of Contractors and Subcontractors, Subpart A. Preliminary Matters; Equal Opportunity Clause; Compliance Reports.
- B. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended--Agreements of amounts in excess of \$100,000 shall require the Public Agency to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).
- C. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)--By signing this Agreement, the Public Agency who is awarded an Agreement of \$100,000 or more certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Public Agency shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- D. All Public Agencies shall comply with the following statutes and regulations:
  - 1. Subject: Discrimination on the basis of race, color, or national origin.  
Statute: Title VI of the Civil Rights Act of 1964 (45 U.S.C. 2000 through 2000d-4).  
Regulation: 34 CFR part 100.
  - 2. Subject: Discrimination on the basis of sex  
Statute: Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683).  
Regulations: 34 CFR part 106.
  - 3. Subject: Discrimination on the basis of handicap.  
Statute: Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 794).  
Regulation: 34 CFR part 104handicap.
  - 4. Subject: Discrimination on the basis of age.  
Statute: The Age Discrimination Act (42 U.S.C. 6101 et seq.).  
Regulation: 34 CFR part 110

## **10. AMERICANS WITH DISABILITIES ACT (ADA)**

By signing this Agreement, Public Agency/Grantee agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.). In compliance with the Rehabilitation Act of 1973, 29 U.S.C. §794 et seq. and Government Code, Section 11135 et seq.; Section 504 imposes affirmative disability-related responsibilities on recipients of federal financial assistance as well as federal programs and activities and prohibits disability-based discrimination; and Section 508, requires electronic and information technology be accessible to people with disabilities.

**EXHIBIT E**  
**(Standard Agreement - Subvention)**  
**Additional Provisions**

**1. MATCH REQUIREMENTS**

To ensure sufficient match is available to leverage Federal funding, the Public Agency is required to submit 100 percent of their obligated cash match to meet their full budgeted amount by the end of each fiscal year.

Refer to the Contract Handbook for Case Services and Cooperative Program Agreements for more information regarding cash match requirements.

**CASH MATCH:**

- A. Each state fiscal year Public Agency will pay to DOR, no less than quarterly and in advance, upon receipt of an invoice from DOR, all those cash matching funds which are identified within the C (Share of Cost to be Assumed by Each Agency) for that fiscal year. DOR shall not be obligated to pay Public Agency for any contributions made by Public Agency in accordance with the approved budget, it being understood that all matching funds obtained by DOR from Public Agency shall be exclusive funds of DOR and no portion of the cash match shall come from Federal funds.
- B. The total Public Agency cash share will be matched to Federal funds at no less than 21.3 percent as indicated on the "DOR Program Budget Summary."

**2. CONTRACT HANDBOOK**

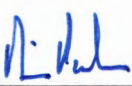
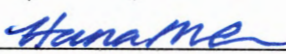
Public Agency acknowledges and agrees with the policies requirements and conditions of DOR's Contract Handbook and its additional policy requirements and conditions for Case Services/Cooperative Program Agreements as applicable for the Fiscal Year(s) covered under this Agreement.

# Contractor Certification Clauses

CCC 04/2017

## CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of Fresno	
By (Authorized Signature)	ATTEST: BERNICE E. SEIDEL Clerk of the Board of Supervisors County of Fresno, State of California
	By  Deputy
Printed Name and Title of Person Signing	
Brian Pacheco, Chairman of the Board of Supervisors of the County of Fresno	
Date Executed	Executed in the County of
5-3-2022	Fresno

## CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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FOR ACCOUNTING USE ONLY:

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Subclass: 10000  
Org: 56304533  
Account: 7295