

AGREEMENT

THIS AGREEMENT is made and entered into this 23rd day of October, 2018, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "**COUNTY**", and CPS HR CONSULTING, a Joint Powers Authority of the State of California, whose address is 2450 Del Paso Road, Suite 220, Sacramento, CA 95834, hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

WHEREAS, COUNTY has a need for specialized training services for supervisors within the Department of Social Services; and

WHEREAS, CONTRACTOR has the expertise and is willing and able to provide said services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms, covenants and conditions to be kept and performed by each party, it is agreed as follows:

1. SERVICES

A. CONTRACTOR shall perform all services and fulfill all responsibilities as identified in COUNTY'S Request for Proposal (RFP) No. 18-052, dated May 25, 2018, and Addendum No. One (1) to COUNTY'S RFP No. 18-052 dated June 18, 2018, collectively hereinafter referred to as COUNTY'S Revised RFP No. 18-052 and CONTRACTOR'S response to said Revised RFP, all incorporated herein by reference and made part of this Agreement.

B. CONTRACTOR shall provide services as set forth in Exhibit A, Summary of Services, and Exhibit B, Budget, both of which are attached hereto and incorporated herein by reference.

C. In the event of any inconsistency among the documents described in Paragraphs 1.A and 1.B hereinabove, the inconsistency shall be resolved by giving precedence in the following order of priority: 1) to this Agreement, including all Exhibits attached hereto, 2) to COUNTY'S Revised RFP No. 18-052, 3) to the CONTRACTOR's response to Revised RFP. A copy of COUNTY'S Revised RFP No. 18-052, and CONTRACTOR's response, shall be retained and made available during the term of this Agreement by COUNTY'S Department of Social Services.

1 **2. TERM**

2 The term of this Agreement shall be for a period of two (2) years, commencing on January
3 1, 2019 through and including December 31, 2020.

4 **3. TERMINATION**

5 Non-Allocation of Funds - The terms of this Agreement, and the services to be provided
6 thereunder, are contingent upon the approval of funds by the appropriating government agency. Should
7 sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at
8 any time by giving the CONTRACTOR thirty (30) days advance written notice.

9 A. Breach of Contract - The COUNTY or CONTRACTOR may immediately suspend or
10 terminate this Agreement in whole or in part, where in the determination of the COUNTY there is:

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

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

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

25 **4. COMPENSATION**

26 For actual services provided as identified in the terms and conditions of this Agreement,
27 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation in
28 accordance with Exhibit B.

1 In no event shall actual services performed under this Agreement be in excess of Four
2 Hundred and Twelve Thousand and Five Hundred Dollars (\$412,500) during the term of this Agreement. It
3 is understood that all expenses incidental to CONTRACTOR's performance of services under this
4 Agreement shall be borne by CONTRACTOR.

5 Except as provided below regarding State payment delays, payments by COUNTY shall be in
6 arrears, for services provided during the preceding month, within forty-five (45) days after receipt,
7 verification and approval of CONTRACTOR's invoices by COUNTY. If CONTRACTOR should fail to
8 comply with any provision of this Agreement, COUNTY shall be relieved of its obligation for further
9 compensation. All final claims and/or any final budget modification requests shall be submitted by
10 CONTRACTOR within sixty (60) days following the final month of service for which payment is claimed. No
11 action shall be taken by COUNTY on claims submitted beyond the sixty (60) day closeout period. Any
12 compensation which is not expended by CONTRACTOR pursuant to the terms and conditions of this
13 Agreement shall automatically revert to COUNTY.

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

20 **5. INVOICING**

21 CONTRACTOR shall invoice COUNTY in arrears by the tenth (10th) of each month for actual
22 services rendered in the previous month to: DSSInvoices@co.fresno.ca.us. Payments by COUNTY's DSS
23 shall be in arrears, for actual services provided during the preceding month, within forty-five (45) days after
24 receipt, verification and approval of CONTRACTOR's invoices by COUNTY's DSS.

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

1 provide services for a period of ninety (90) days after notification of an incorrect or improper invoice. If
2 after the ninety (90) day period the invoice(s) is still not corrected to COUNTY's DSS satisfaction,
3 COUNTY's DSS Director or designee may elect to terminate this Agreement, pursuant to the termination
4 provisions stated in Paragraph Three (3) of this Agreement. All final claims shall be submitted by
5 CONTRACTOR within sixty (60) days following the month of actual service for which payment is
6 claimed. No payment for services shall be made by COUNTY's DSS on claims submitted beyond sixty
7 (60) days following the month of actual service for which payment is invoiced.

8 **6. MODIFICATION**

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

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

17 **7. INDEPENDENT CONTRACTOR**

18 In performance of the work, duties and obligations assumed by CONTRACTOR under this
19 Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the
20 CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an
21 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
22 employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall not have any
23 right to control or supervise or direct the manner or method by which CONTRACTOR shall perform their
24 work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify
25 that CONTRACTOR are performing their obligations in accordance with the terms and conditions thereof.

26 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules
27 and regulations, if any, of governmental authorities having jurisdiction over matters which are directly or
28 indirectly the subject of this Agreement.

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

8 **8. HOLD HARMLESS**

9 CONTRACTOR agree to indemnify, save, hold harmless, and at COUNTY's request, defend
10 the COUNTY, their officers, agents, and employees from any and all costs and expenses, damages,
11 liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or
12 failure to perform, by CONTRACTOR, their officers, agents, or employees under this Agreement, and from
13 any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any
14 person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of
15 CONTRACTOR, their officers, agents, or employees under this Agreement. In addition, CONTRACTOR
16 agree to indemnify COUNTY for Federal, State of California and/or local audit exceptions resulting from
17 noncompliance herein on the part of CONTRACTOR.

18 **9. INSURANCE**

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

23 **A. Commercial General Liability**

24 Commercial General Liability Insurance with limits of not less than Two Million Dollars
25 (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000).
26 This policy shall be issued on a per occurrence basis. COUNTY may require specific
27 coverages including completed operations, products liability, and contractual liability,
Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed
necessary because of the nature of this contract.

28 **B. Automobile Liability**

ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage. Coverage should include owned, non-owned and hired vehicles used in connection with this Agreement.

C. Professional Liability

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

D. Worker's Compensation

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

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

Within Thirty (30) days from the date CONTRACTOR sign and execute this Agreement, CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all of the foregoing policies, as required herein, to the County of Fresno, P.O. Box 1912, Fresno, CA 93718-1219, Attention: Contract Analyst, stating that such insurance coverage has been obtained and is in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that for such worker's compensation insurance the CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additionally insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additionally insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not

1 contributing with insurance provided under CONTRACTOR policies herein; and that this insurance shall not
2 be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

3 In the event CONTRACTOR fail to keep in effect at all times insurance coverage as herein
4 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
5 Agreement upon the occurrence of such an event.

6 All policies shall be with admitted insurers licensed to do business in the State of California.,
7 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
8 FSC VII or better.

9 **10. ASSIGNMENT AND SUBCONTRACTS**

10 Neither party shall assign, transfer or subcontract this Agreement, nor their rights or duties
11 under this Agreement, without the prior written consent of the other party. COUNTY's DSS Director or
12 designee is authorized to approve a request by CONTRACTOR to subcontract any of the services to be
13 delivered under this Agreement. Any transferee, assignee or subcontractor will be subject to all applicable
14 provisions of this Agreement, and all applicable State and Federal regulations. CONTRACTOR shall be
15 held primarily responsible by COUNTY for the performance of any transferee, assignee or subcontractor
16 unless otherwise expressly agreed to in writing by COUNTY. The use of subcontractor by CONTRACTOR
17 shall not entitle CONTRACTOR to any additional compensation than is provided for under this Agreement.

18 **11. CONFLICT OF INTEREST**

19 No officer, employee or agent of the COUNTY who exercises any function or responsibility for
20 planning and carrying out of the services provided under this Agreement shall have any direct or indirect
21 personal financial interest in this Agreement. In addition, no employee of the COUNTY shall be employed
22 by the CONTRACTORS under this Agreement to fulfill any contractual obligations with the COUNTY. The
23 CONTRACTORS shall comply with all Federal, State of California and local conflict of interest laws,
24 statutes and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and
25 any officer, employee or agent of the COUNTY.

26 **12. NON-DISCRIMINATION**

27 During the performance of this Agreement CONTRACTOR shall not unlawfully discriminate
28 against any employee or applicant for employment, or recipient of services, because of ethnic group

1 identification, gender, gender identity, gender expression, sexual orientation, color, physical disability,
2 mental disability, medical condition, national origin, race, ancestry, marital status, religion, or religious
3 creed, pursuant to all applicable State of California and Federal statutes and regulations.

4 **13. CONFIDENTIALITY**

5 All services performed by CONTRACTOR under this Agreement shall be in strict
6 conformance with all applicable Federal, State of California, and/or local laws and regulations relating to
7 confidentiality including, but not limited to: California Welfare and Institutions Code Sections 10850 and
8 14100.2; the CDSS Manual of Policies and Procedures, Division 19-0000; the California Department of
9 Health Care Services (DHCS) Medi-Cal Eligibility Procedures Manual, Section 2H; and the California
10 Public Records Act.

11 **14. DRUG-FREE WORKPLACE REQUIREMENTS**

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

19 **15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION,**
20 **INTELEGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED**
21 **TRANSACTIONS**

22 A. COUNTY and CONTRACTOR recognize that Federal assistance funds will be used
23 under the terms of this Agreement. For purposes of this paragraph, CONTRACTOR will be referred to as
24 the "prospective recipient".

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

27 1) The prospective recipient of Federal assistance funds certified by entering
28 into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

3) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

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

5) The prospective recipient further agrees that by entering into this Agreement, it will include a clause identical to Paragraph Fifteen (15) of this Agreement and titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered transaction.

6) The certification in Paragraph Fifteen (15) of this Agreement is a material representation of fact upon which COUNTY relied in entering into this Agreement.

16. STATE ENERGY CONSERVATION

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

17. FRATERNIZATION

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

18. INTERPRETATION OF LAWS AND REGULATIONS

COUNTY reserves the right to make final interpretations or clarifications on issues relating to

1 Federal and State laws and regulations, to ensure compliance.

2 **19. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

3 CONTRACTOR, its officers, consultants, subcontractors, agents and employees shall comply
4 with all applicable State, Federal and local laws and regulations governing projects that utilize Federal
5 Funds.

6 **20. RECORDS**

7 A. Record Establishment and Maintenance

8 CONTRACTOR shall establish and maintain records in accordance with those
9 requirements prescribed by COUNTY, with respect to all matters covered by this Agreement.

10 CONTRACTOR shall retain all fiscal books, account records and client files for services performed under
11 this Agreement for at least three (3) years from date of final payment under this Agreement or until all State
12 and Federal audits are completed for that fiscal year, whichever is later.

13 B. Cost Documentation

14 1) CONTRACTOR shall submit to COUNTY within ten (10) calendar days following
15 the end of each month, all documents as stated in Exhibit A. CONTRACTOR shall also furnish to COUNTY
16 such statements, records, data and information as COUNTY may request pertaining to matters covered by
17 this Agreement. In the event that CONTRACTOR fails to provide reports as provided herein, it shall be
18 deemed sufficient cause for COUNTY to withhold payments until compliance is established.

19 C. Service Documentation

20 CONTRACTOR agree to maintain records to verify services under this Agreement
21 including the dates of service and a description of services provided on each occasion. These records and
22 any other documents pertaining in whole or in part to this Agreement, shall be clearly identified and readily
23 accessible.

24 D. Use of Data

25 COUNTY acknowledges and agrees that: (i) CONTRACTOR has the right to reuse
26 any of its knowhow, ideas, concepts, methods, processes, or similar information, however characterized,
27 whether in tangible or intangible form, and whether used by CONTRACTOR in the performance of services
28 or not, at any time and without limitation, and (ii) CONTRACTOR retains ownership of any and all of its

1 intellectual property rights that existed prior to the Effective Date including but not limited to, all methods,
2 concepts, designs, reports, programs, and templates.

3 Pre-existing Works are defined as inventions (whether or not patentable), works of
4 authorship, trade secrets, techniques, knowhow, ideas, concepts, algorithms, and other intellectual property
5 which existed prior to commencement of this agreement. No property rights to any Pre-existing Works shall
6 enure to the COUNTY. To the extent that CONTRACTOR incorporates Pre-existing Work into a derivative
7 work for the COUNTY, CONTRACTOR will retain ownership of such derivative work, provided that it hereby
8 grants COUNTY a royalty free, non-exclusive, perpetual, non-transferable, non-assignable, limited license
9 to use the work solely for internal purposes. The work product cannot be used for any outside jurisdiction
10 without written permission from CONTRACTOR.

11 CONTRACTOR shall grant to COUNTY and the United States Department of Health
12 and Human Services the royalty-free, nonexclusive and irrevocable license throughout the world to publish,
13 translate, reproduce, deliver, perform, dispose of, duplicate, use, disclose in any manner and for any
14 purpose whatsoever and to authorize others to do so, all subject data now or hereafter covered by
15 copyright which were created exclusively for the COUNTY and funded from this Agreement. However, with
16 respect to subject data not originated in the performance of this Agreement, such license shall be only to
17 the extent that CONTRACTOR have the right to grant such licenses without becoming liable to pay any
18 compensation to others because of such grants. CONTRACTOR shall exert all reasonable effort to advise
19 COUNTY at time of delivery of subject data furnished under this Agreement, of all possible invasions of the
20 right of privacy therein contained, and of all portions of such subject data copied from work not composed
21 or produced in the performance of this Agreement and not licensed under this provision.

22 As used in this clause, the term "Subject Data" means writing, sound recordings,
23 pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams,
24 work flow charts, equipment descriptions, data files and data processing of computer programs, and works
25 of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed
26 under this Agreement. The term does not include financial reports, cost analyses and similar information
27 incidental to contract administration.

28 CONTRACTOR shall report to COUNTY promptly and in written detail, each notice of

claim of copyright infringement received by CONTRACTOR with respect to all subject data delivered under this Agreement.

COUNTY shall have access to any report, preliminary findings or data assembled by CONTRACTOR under this Agreement.

21. SINGLE AUDIT CLAUSE

As a subrecipient of Federal financial assistance, CONTRACTOR agree to provide copies of their audit reports, performed in accordance with the requirements of the Single Audit Act of 1984 (31 USC section 7502) and subject to the terms of Office of Management and Budget (OMB) Circulars (A-110, A-122 and A-133), to the County of Fresno. Such audits shall be delivered to COUNTY'S DSS, for review not later than nine (9) months after the close of the subrecipients' fiscal year in which the funds supplied through this Agreement are expended and/or received for this program. The audits must include a statement of findings or a statement that there were no findings. If there were negative findings, CONTRACTOR must include a corrective action plan signed by an authorized individual. Failure to comply with this Act may result in COUNTY performing the necessary audit tasks, or, at COUNTY'S option, contracting with a qualified accountant to perform this audit. All audit costs related to this Agreement are the sole responsibility of CONTRACTOR who agrees to take corrective actions to eliminate any material noncompliance or weakness found as a result of such audits. Audit work performed by COUNTY under this paragraph shall be billed at COUNTY cost as determined by COUNTY'S Auditor-Controller/Treasurer-Tax Collector.

22. TAX EQUITY AND FISCAL RESPONSIBILITY ACT

To the extent necessary to prevent disallowance of reimbursement under section 1861 (v) (1) (1) (I) of the Social Security Act, (42 U.S.C § 1395x, subd. (v)(1)[I]), until the expiration of four (4) years after the furnishing of services under this Agreement, CONTRACTOR shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of these services provided by CONTRACTOR under this Agreement. CONTRACTOR further agrees that in the event CONTRACTOR carries out any of its duties

1 under this Agreement through a subcontract, with a value or cost of Ten Thousand and No/100 Dollars
2 (\$10,000) or more over a twelve (12) month period, with a related organization, such Agreement shall
3 contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services
4 pursuant to such subcontract, the related organizations shall make available, upon written request to the
5 Secretary of the United States General Accounting Office, or any of their duly authorized representatives, a
6 copy of such subcontract and such books, documents, and records of such organization as are necessary
7 to verify the nature and extent of such costs.

8 and regulations; and

9 D. This assurance shall be included in every nonexempt subgrant, contract, or
10 subcontract.

11 **23. PERSONNEL DISCLOSURE**

12 CONTRACTOR shall make available to COUNTY a current list of all personnel providing
13 services hereunder. Changes to this list will be immediately provided to COUNTY in writing. The list shall
14 provide the following information:

15 A. All full or part-time staff positions by title whose direct services are required to provide
16 the programs described herein;

17 B. A brief description of the functions of each such position and hours each person in
18 such position works each week or, for part-time positions, each day or month, as appropriate;

19 C. The education and experience levels required for each position; and

20 D. The names of persons filling the identified positions.

21 **24. PROHIBITION ON PUBLICITY**

22 None of the funds, materials, property or services provided directly or indirectly under this
23 Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (i.e., purchasing of
24 tickets/tables, silent auction donations, etc.) for the purpose of self-promotion.

25 **25. AUDITS AND INSPECTIONS**

26 CONTRACTOR shall at any time during business hours, and as often as COUNTY may
27 deem necessary, make available to COUNTY for examination all of its records and data with respect to
28 the matters covered by this Agreement. CONTRACTOR shall, upon request by COUNTY, permit

COUNTY to audit and inspect all such records and data necessary to ensure CONTRACTOR's compliance with the terms of this Agreement.

If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the State of California Auditor General for a period of three (3) years after final payment under contract (California Government Code section 8546.7).

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

26. NOTICES

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

COUNTY

Director, County of Fresno
Department of Social Services
P.O. Box 1912
Fresno, CA 93718-1912

CONTRACTOR

Senior Practice Leader
CPS HR Consulting
2450 Del Paso Road, Suite 220
Sacramento, CA 95834

All notices between the COUNTY and CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,

1 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
2 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
3 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
4 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
5 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
6 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
7 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
8 beginning with section 810).

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

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

16 **28. GOVERNING LAW**

17 The parties agree, that for the purposes of venue, performance under this Agreement shall
18 only be in Fresno County, California.

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

21 **29. ENTIRE AGREEMENT**

22 This Agreement, including all Exhibits, constitutes the entire agreement between the
23 CONTRACTOR and the COUNTY with respect to the subject matter hereof and supersedes all previous
24 agreement negotiations, proposals, commitments, writings, advertisements, publications, and
25 understandings of any nature whatsoever unless expressly included in this Agreement.

26 ///

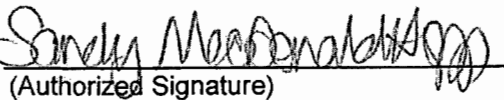
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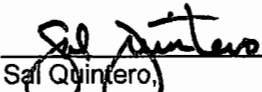
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first
2 hereinabove written.
3
4

5 **CONTRACTOR:**
6 **CPS HR Consulting**

COUNTY OF FRESNO

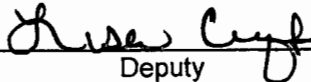
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8 (Authorized Signature)


Sal Quintero,
Chairperson of the Board of Supervisors
of the County of Fresno

9 Print Name: Sandy MacDonald-Hopp

10 Title: Chief Financial Officer
11

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

15 By: 
16 Deputy

17 Date: 9/26/18
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23 Mailing Address:
24 2450 Del Paso Road, Suite 220
25 Sacramento, CA 95834
Attn: Senior Practice Leader

26 Fund/Subclass: 0001/10000
27 Organization: 56107001
28 Account: 7295

SUMMARY OF SERVICES

ORGANIZATION: CPS HR Consulting

ADDRESS: 2450 Del Paso Road, Suite 220
Sacramento, CA 95834

SERVICES: Specialized Supervisor Training Services

TELEPHONE: (916) 471-3358

CONTACTS: Melissa Asher, Senior Practice Leader
masher@cpsshr.us
Karen Evans, Training Manager
kevans@cpsshr.us

CONTRACT PERIOD: January 1, 2019 – December 31, 2020

AMOUNT: \$ 412,500

SUMMARY OF SERVICES

CPS HR Consulting (CONTRACTOR) will provide the Fresno County Department of Social Services (COUNTY) specialized training for a minimum of 275 supervisors over the course of two years. Training will focus on leadership development, coaching and performance management, and development of interpersonal skills, critical thinking and decision-making skills, and will be based on CONTRACTOR'S original curriculum. COUNTY and CONTRACTOR will mutually determine the best method to deliver and distribute course materials to COUNTY staff.

Contractor's Responsibilities

1. Provide a total of sixty (60) days of training in 2019, and a total of fifty (50) days of training in 2020. Each supervisor will receive seventy-five (75) hours of in-person training.
2. Meet with COUNTY staff for monthly contract meetings and as needed, either in person or via conference call.
3. Customize curriculum as needed with COUNTY approval.
4. Provide input on selection, grouping and registration of cohorts.
5. Submit monthly invoices as described in boilerplate, along with attendance rosters, completed instructor evaluations, and pre and post-assessments.
6. Submit monthly activity reports which detail services, outcomes and evaluation results.

DSS Responsibilities

1. Provide training facilities and audio-visual equipment.
2. Provide vendor with policies and procedures regarding use of County facilities.
3. Provide coordination of scheduling meetings and/or conference calls.
4. Review and approve curriculum as needed.
5. Provide input on and coordination of selection, grouping and registration of cohorts.

Outcomes

Identified outcomes are considered preliminary and may be modified, by mutual written consent, of the Department of Social Services (DSS) Director, or designee, and by Contractor during the contract term. Contractor will report outcomes in a method to be mutually developed by both parties.

Outcome to be Reported	Outcome Indicator
Trainees will be satisfied with instructor performance.	Instructors will receive at least 90% rating on in-class evaluations, on average.
Trainees will find course content to be relevant and applicable to their job.	Material and content will receive at least 90% rating on in-class evaluations, on average.
Trainees will demonstrate a transfer of learning.	90% of scores on pre and post-assessments will indicate an increase in understanding their role as a leader.

BUDGET

This budget includes rates for all services, materials, equipment, fees and taxes to be provided under this agreement for each proposed year. Any cost that was not provided in the cost proposal will be assumed no charge to COUNTY.

Training	January 1, 2019 – December 31, 2019	January 1, 2020 – December 31, 2020
Number of Distinct Courses to be Provided	10	10
Total Number of Courses Provided	60*	50*
Cost per 2 Course Block	\$7,500	\$7,500
Subtotal	\$225,000	\$187,500
Total Cost	\$412,500	

*Note: 2019 = 30 2-course blocks; 2020 = 25 2-course blocks