

1 **SERVICE AGREEMENT**

2 This Service Agreement ("Agreement") is dated \_\_\_\_\_ and is between  
3 Marjaree Mason Center, Inc., a Private Non-Profit Organization, whose address is 255 W.  
4 Bullard, Fresno, CA 93704, ("Contractor"), and the County of Fresno, a political subdivision of  
5 the state of California ("County").

6 **Recitals**

7 A. The County has a need to serve Welfare-to-Work (WTW) participants who are  
8 experiencing an identified situation or crisis that is destabilizing the family and would interfere  
9 with participation in WTW activities and services.

10 B. Contractor operates the largest number of shelter beds at two confidential locations  
11 specifically designated for households experiencing domestic violence. By utilizing existing  
12 resources and leveraging the current partnership with County, the Contractor is well-positioned  
13 to provide domestic violence services for WTW participants.

14 C. Contractor is able to provide CalWORKs families facing domestic violence crises with  
15 comprehensive case management and mental health services tailored to their individual needs,  
16 facilitating their progression towards self-sufficiency. In accordance with the terms of this  
17 agreement, Contractor is both willing and able to provide these services needed by County.

18 The parties therefore agree as follows:

19 **Article 1**

20 **Contractor's Services**

21 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in  
22 Exhibit A to this Agreement, titled "Scope of Services," and pursuant to the program expenses  
23 detailed in Exhibit B, titled "Compensation."

24 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and  
25 able to perform all of the services provided in this Agreement.

26 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all  
27 applicable federal, state, and local laws and regulations in the performance of its obligations  
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1 under this Agreement, including but not limited to workers compensation, labor, and  
2 confidentiality laws and regulations.

## 3 **Article 2**

### 4 **County's Responsibilities**

5 2.1 The County shall meet all obligations provided in Exhibit A to this Agreement, titled  
6 "Scope of Services."

## 7 **Article 3**

### 8 **Compensation, Invoices, and Payments**

9 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for  
10 the performance of its services under this Agreement as described in Exhibit B to this  
11 Agreement, titled "Compensation."

12 3.2 The services provided by the Contractor under this Agreement are funded in whole  
13 or in part by the State of California and/or the United States Federal government. In the event  
14 that funding for these services is delayed by the State Controller or the Federal government, the  
15 County may defer payment to the Contractor. The amount of the deferred payment shall not  
16 exceed the amount of funding delayed to the County. The period of time of the deferral by the  
17 County shall not exceed the period of time of the State Controller's or Federal government's  
18 delay of payment to County plus forty-five (45) days.

19 3.3 **Maximum Compensation.** For the period of July 1, 2025 – June 30, 2030, in no  
20 event shall compensation paid for services performed under this Agreement be in excess of  
21 Four Million, Three Hundred Forty-Eight Thousand, Three Hundred Fifteen and no/100 dollars  
22 (\$4,348,315) during the term of the Agreement. For each 12-month term, in no event shall  
23 services performed under this Agreement be in excess of Eight Hundred Sixty-Nine Thousand,  
24 Six Hundred Sixty-Three and no/100 dollars (\$869,663).

25 3.4 The Contractor acknowledges that the County is a local government entity, and does  
26 so with notice that the County's powers are limited by the California Constitution and by State  
27 law, and with notice that the Contractor may receive compensation under this Agreement only  
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for services performed according to the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount payable under this section. The Contractor further acknowledges that County employees have no authority to pay the Contractor except as expressly provided in this Agreement.

**3.5 Invoices.** The Contractor shall submit monthly invoices in attention to Staff Analyst to: [DSSInvoices@fresnocountyca.gov](mailto:DSSInvoices@fresnocountyca.gov). The Contractor shall submit each invoice within 30 days following the month in which expenses were incurred and services rendered, and in any case within 60 days after the end of the term or termination of this Agreement. Contractor shall submit invoices to the County each month with a detailed general ledger (GL), itemizing costs incurred in the previous month, along with supporting documentation of costs. Failure to submit GL reports and supporting documentation shall be deemed sufficient cause for County to withhold payments until there is compliance, as further described in Section 3.7 herein. Supporting documentation shall include but is not limited to receipts, invoices received, and documented administrative / overhead costs. No reimbursement for services shall be made until invoices, reports and outcomes are received, reviewed and approved by County's DSS. Proof of payment may be required for certain funding streams and will be made available by the Contractor as requested by the County.

**3.6 Payment.** The County shall pay each correctly completed and timely submitted invoice within 45 days after receipt. If an invoice is incorrect or otherwise not in proper form or detail, County's DSS Director or designee shall have the right to withhold payment as to only that portion of the invoices that is incorrect or improper, after five (5) days prior written notice or email correspondence to Contractor. The County shall remit any payment to the Contractor's address specified in the invoice.

**3.7 Incidental Expenses.** The Contractor is solely responsible for all of its costs and expenses that are not specified as payable by the County under this Agreement.

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1 **Article 4**

2 **Term of Agreement**

3 4.1 **Term.** This Agreement is effective on July 1, 2025 and terminates on June 30, 2028,  
4 except as provided in section 4.2, "Extension," or Article 6, "Termination and Suspension,"  
5 below.

6 4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-  
7 year periods only upon written approval of both parties at least 30 days before the first day of  
8 the next one-year extension period. The County's DSS Director or his or her designee is  
9 authorized to sign the written approval on behalf of the County based on the Contractor's  
10 satisfactory performance. The extension of this Agreement by the County is not a waiver or  
11 compromise of any default or breach of this Agreement by the Contractor existing at the time of  
12 the extension whether or not known to the County.

13 **Article 5**

14 **Notices**

15 5.1 **Contact Information.** The persons and their addresses having authority to give and  
16 receive notices provided for or permitted under this Agreement include the following:

17 **For the County:**

18 Director of Department of Social Services  
19 County of Fresno  
20 205 W. Pontiac Way  
Clovis, CA 93612

21 **For the Contractor:**

22 CEO  
23 Marjaree Mason Center  
24 255 W. Bullard Ave  
25 Fresno, CA 93704

26 5.2 **Change of Contact Information.** Either party may change the information in section  
27 5.1 by giving notice as provided in section 5.3.

28 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided  
for or permitted under this Agreement must be in writing, state that it is a notice provided under  
this Agreement, and be delivered either by personal service, by first-class United States mail, by

1 an overnight commercial courier service, or by a Portable Document Format (PDF) document  
2 attached to an email.

3 (A) A notice delivered by personal service is effective upon service to the recipient.

4 (B) A notice delivered by first-class United States mail is effective three County  
5 business days after deposit in the United States mail, postage prepaid, addressed to the  
6 recipient.

7 (C) A notice delivered by an overnight commercial courier service is effective one  
8 County business day after deposit with the overnight commercial courier service,  
9 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to  
10 the recipient.

11 (D) A notice delivered by telephonic facsimile transmission or by PDF document  
12 attached to an email is effective when transmission to the recipient is completed (but, if  
13 such transmission is completed outside of County business hours, then such delivery is  
14 deemed to be effective at the next beginning of a County business day), provided that  
15 the sender maintains a machine record of the completed transmission.

16 5.4 **Claims Presentation.** For all claims arising from or related to this Agreement,  
17 nothing in this Agreement establishes, waives, or modifies any claims presentation  
18 requirements or procedures provided by law, including the Government Claims Act (Division 3.6  
19 of Title 1 of the Government Code, beginning with section 810).

## 20 **Article 6**

### 21 **Termination and Suspension**

22 6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are  
23 contingent on the approval of funds by the appropriating government agency. If sufficient funds  
24 are not allocated, then the County, upon at least 30 days' advance written notice to the  
25 Contractor, may:

26 (A) Modify the services provided by the Contractor under this Agreement; or

27 (B) Terminate this Agreement.

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1       **6.2 Termination for Breach.**

2           (A) Upon determining that a breach (as defined in paragraph (C) below) has  
3           occurred, the County may give written notice of the breach to the Contractor. The written  
4           notice may suspend performance under this Agreement, and must provide at least 30  
5           days for the Contractor to cure the breach.

6           (B) If the Contractor fails to cure the breach to the County's satisfaction within the  
7           time stated in the written notice, the County may terminate this Agreement immediately.

8           (C) For purposes of this section, a breach occurs when, in the determination of the  
9           County, the Contractor has:

- 10           (1) Obtained or used funds illegally or improperly;  
11           (2) Failed to comply with any part of this Agreement;  
12           (3) Submitted a substantially incorrect or incomplete report to the County; or  
13           (4) Improperly performed any of its obligations under this Agreement.

14       **6.3 Termination without Cause.** In circumstances other than those set forth above, the  
15       County or Contractor may terminate this Agreement by giving at least 30 days advance written  
16       notice to the Contractor.

17       **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County  
18       under this Article 6 is without penalty to or further obligation of the County.

19       **6.5 County's Rights upon Termination.** Upon termination for breach under this Article  
20       6, the County may demand repayment by the Contractor of any monies disbursed to the  
21       Contractor under this Agreement that, in the County's sole judgment, were not expended in  
22       compliance with this Agreement. The Contractor shall promptly refund all such monies upon  
23       demand. This section survives the termination of this Agreement.

24                               **Article 7**

25                               **Independent Contractor**

26       **7.1 Status.** In performing under this Agreement, the Contractor, including its officers,  
27       agents, employees, and volunteers, is at all times acting and performing as an independent  
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Contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the County.

7.2 **Verifying Performance.** The County has no right to control, supervise, or direct the manner or method of the Contractor's performance under this Agreement, but the County may verify that the Contractor is performing according to the terms of this Agreement.

7.3 **Benefits.** Because of its status as an independent Contractor, the Contractor has no right to employment rights or benefits available to County employees. The Contractor is solely responsible for providing to its own employees all employee benefits required by law. The Contractor shall save the County harmless from all matters relating to the payment of Contractor's employees, including compliance with Social Security withholding and all related regulations.

7.4 **Services to Others.** The parties acknowledge that, during the term of this Agreement, the Contractor may provide services to others unrelated to the County.

## **Article 8**

### **Indemnity and Defense**

8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the County (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to the performance or failure to perform by the Contractor (or any of its officers, agents, subcontractors, or employees) under this Agreement. The County may conduct or participate in its own defense without affecting the Contractor's obligation to indemnify and hold harmless or defend the County.

8.2 **Survival.** This Article 8 survives the termination of this Agreement.

## **Article 9**

### **Insurance**

9.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this Agreement.

1 **Article 10**

2 **Inspections, Audits, Record Maintenance, and Public Records**

3 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and  
4 the County may examine at any time during business hours and as often as the County deems  
5 necessary, all of the Contractor's records and data with respect to the matters covered by this  
6 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon  
7 request by the County, permit the County to audit and inspect all of such records and data to  
8 ensure the Contractor's compliance with the terms of this Agreement.

9 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this  
10 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the  
11 California State Auditor, as provided in Government Code section 8546.7, for a period of three  
12 years after final payment under this Agreement. This section survives the termination of this  
13 Agreement.

14 10.3 **Single Audit Clause.** If Contractor expends One Million Dollars (\$1,000,000) or  
15 more in Federal and Federal flow-through monies annually, Contractor agrees to conduct an  
16 annual audit in accordance with the requirements of the Single Audit Standards as set forth in  
17 Office of Management and Budget (OMB) Title 2 of the Code of Federal Regulations Part 200.  
18 Contractor shall submit said audit and management letter to County. The audit must include a  
19 statement of findings or a statement that there were no findings. If there were negative findings,  
20 Contractor must include a corrective action signed by an authorized individual. Contractor  
21 agrees to take action to correct any material non-compliance or weakness found as a result of  
22 such audit. Such audit shall be delivered to County's DSS, Administration, for review within nine  
23 (9) months of the end of any fiscal year in which funds were expended and/or received for the  
24 program. Failure to perform the requisite audit functions as required by this Agreement may  
25 result in County performing the necessary audit tasks, or at County's option, contracting with a  
26 public accountant to perform said audit, or, may result in the inability of County to enter into  
27 future agreements with Contractor. All audit costs related to this Agreement are the sole  
28 responsibility of Contractor.

1       **10.4 Program Audit Requirements.** A single audit report is not applicable if all  
2 Contractor's Federal contracts do not exceed the One Million Dollars (\$1,000,000) requirement  
3 or Contractor's funding is through Drug related Medi-Cal. If a single audit is not applicable, a  
4 program audit must be performed and a program audit report with management letter shall be  
5 submitted by Contractor to County as a minimum requirement to attest to Contractor's solvency.  
6 Said audit report shall be delivered to County's DSS, Administration, for review no later than  
7 nine (9) months after the close of the fiscal year in which the funds supplied through this  
8 Agreement are expended. Failure to comply with this Act may result in County performing the  
9 necessary audit tasks or contracting with a qualified accountant to perform said audit. All audit  
10 costs related to this Agreement are the sole responsibility of Contractor who agrees to take  
11 corrective action to eliminate any material noncompliance or weakness found as a result of such  
12 audit. Audit work performed by County under this paragraph shall be billed to the Contractor at  
13 County cost, as determined by County's Auditor-Controller/Treasurer-Tax Collector.

14       **10.5 Record Establishment and Maintenance.** Contractor shall establish and maintain  
15 records in accordance with those requirements prescribed by County, with respect to all matters  
16 covered by this Agreement. Contractor shall retain all fiscal books, account records and client  
17 files for services performed under this Agreement for at least five (5) years from date of final  
18 payment under this Agreement or until all State and Federal audits are completed for that fiscal  
19 year, whichever is later.

20               (A) Cost Documentation. Contractor agrees to maintain records to verify costs under  
21 this Agreement including a General Ledger, properly executed payrolls, time records,  
22 invoices, vouchers, orders, proof of payment, and any other accounting documents  
23 pertaining in whole or in part to this Agreement and they shall be clearly identified and  
24 readily accessible. The support documentation must indicate the line budget account  
25 number to which the cost is charged.

26               (B) Service Documentation. Contractor agrees to maintain records to verify services  
27 under this Agreement including names and addresses of clients served, if applicable,  
28 and the dates of service and a description of services provided on each occasion. These

1 records and any other documents pertaining in whole or in part to this Agreement shall  
2 be clearly identified and readily accessible.

3 (C) County shall notify Contractor in writing within thirty (30) days of any potential  
4 State or Federal audit exception discovered during an examination. Where findings  
5 indicate that program requirements are not being met and State or Federal participation  
6 in this program may be imperiled in the event that corrections are not accomplished by  
7 Contractor within thirty (30) days of receipt of such notice from County, written  
8 notification thereof shall constitute County's intent to terminate this Agreement.

9  
10 10.6 **Public Records.** The County is not limited in any manner with respect to its public  
11 disclosure of this Agreement or any record or data that the Contractor may provide to the  
12 County. The County's public disclosure of this Agreement or any record or data that the  
13 Contractor may provide to the County may include but is not limited to the following:

14 (A) The County may voluntarily, or upon request by any member of the public or  
15 governmental agency, disclose this Agreement to the public or such governmental  
16 agency.

17 (B) The County may voluntarily, or upon request by any member of the public or  
18 governmental agency, disclose to the public or such governmental agency any record or  
19 data that the Contractor may provide to the County, unless such disclosure is prohibited  
20 by court order.

21 (C) This Agreement, and any record or data that the Contractor may provide to the  
22 County, is subject to public disclosure under the Ralph M. Brown Act (California  
23 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

24 (D) This Agreement, and any record or data that the Contractor may provide to the  
25 County, is subject to public disclosure as a public record under the California Public  
26 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning  
27 with section 6250) ("CPRA").

28 (E) This Agreement, and any record or data that the Contractor may provide to the  
County, is subject to public disclosure as information concerning the conduct of the

1 people's business of the State of California under California Constitution, Article 1,  
2 section 3, subdivision (b).

3 (F) Any marking of confidentiality or restricted access upon or otherwise made with  
4 respect to any record or data that the Contractor may provide to the County shall be  
5 disregarded and have no effect on the County's right or duty to disclose to the public or  
6 governmental agency any such record or data.

7 (G) Notwithstanding sections A-F above, any information protected by law shall not  
8 be subject to public disclosure.

9 **10.7 Public Records Act Requests.** If the County receives a written or oral request  
10 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,  
11 and which the County has a right, under any provision of this Agreement or applicable law, to  
12 possess or control, then the County may demand, in writing, that the Contractor deliver to the  
13 County, for purposes of public disclosure, the requested records that may be in the possession  
14 or control of the Contractor. Within five business days after the County's demand, the  
15 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's  
16 possession or control, together with a written statement that the Contractor, after conducting a  
17 diligent search, has produced all requested records that are in the Contractor's possession or  
18 control, or (b) provide to the County a written statement that the Contractor, after conducting a  
19 diligent search, does not possess or control any of the requested records. The Contractor shall  
20 cooperate with the County with respect to any County demand for such records. If the  
21 Contractor wishes to assert that any specific record or data is exempt from disclosure under the  
22 CPRA or other applicable law, it must deliver the record or data to the County and assert the  
23 exemption by citation to specific legal authority within the written statement that it provides to  
24 the County under this section. The Contractor's assertion of any exemption from disclosure is  
25 not binding on the County, but the County will give at least 10 days' advance written notice to  
26 the Contractor before disclosing any record subject to the Contractor's assertion of exemption  
27 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs  
28 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,

1 failure to produce any such records, or failure to cooperate with the County with respect to any  
2 County demand for any such records.

## 3 **Article 11**

### 4 **Disclosure of Self-Dealing Transactions and Conflict of Interest**

5 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,  
6 or changes its status to operate as a corporation.

7 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a  
8 self-dealing transaction, he or she shall disclose the transaction by completing and signing a  
9 "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to  
10 the County before commencing the transaction or immediately after.

11 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is  
12 a party and in which one or more of its directors, as an individual, has a material financial  
13 interest.

14 11.4 **Conflict of Interest.** No officer, employee or agent of the County who exercises any  
15 function or responsibility for planning and carrying out of the services provided under this  
16 Agreement shall have any direct or indirect personal financial interest in this Agreement. In  
17 addition, no employee of the County shall be employed by the Contractor under this Agreement  
18 to fulfill any contractual obligations with the County. The Contractor shall comply with all  
19 Federal, State of California and local conflict of interest laws, statutes and regulations, which  
20 shall be applicable to all parties and beneficiaries under this Agreement and any officer,  
21 employee or agent of the County.

## 22 **Article 12**

### 23 **Medi-Cal Confidentiality**

24 12.1 **Conformance with Laws:** All services performed by Contractor under this Agreement  
25 shall be in strict conformance with all applicable Federal, State of California, and/or local laws  
26 and regulations relating to confidentiality. Contractor shall require its employees, agents, officers  
27 and subcontractors to comply with the provisions of Sections 10850 and 14100.2 of the Welfare  
28 and Institutions Code, as well as the California Department of Social Services (CDSS) Manual

1 of Policies and Procedures, Division 19-0000 and the California Department of Health Care  
2 Services (DHCS) Medi-Cal Eligibility Procedures Manual, Section 2H. These Code sections  
3 provide that:

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

10 (B) No person shall publish or disclose or permit or cause to be published or  
11 disclosed any list of persons receiving public social services, except as is provided by  
12 law.

13 (C) No person shall publish, disclose, or use, or permit or cause to be published,  
14 disclosed, or used any confidential information pertaining to an applicant or recipient,  
15 except as is provided by laws.

16 (D) Contractor shall inform all of its employees, agents, officers and subcontractors  
17 of the above provisions and that any person knowingly and intentionally violating such  
18 provisions is guilty of a misdemeanor.

19 (E) In addition, Contractor, its employees, agents, and officers shall comply, and  
20 require all of its subcontractors to comply, with (1) the DHCS Medi-Cal Privacy and  
21 Security Agreement between the California DHCS and the County of Fresno that is then  
22 in effect, and (2) the Privacy and Security Agreement between the CDSS and the  
23 County of Fresno that is then in effect, both of which together shall be referred to in this  
24 section as “the Agreements” and are incorporated herein by this reference. The current  
25 versions of both the DHCS and CDSS Privacy and Security agreements are available  
26 upon request or can be viewed at: [https://www.fresnocountyca.gov/Departments/Social-](https://www.fresnocountyca.gov/Departments/Social-Services/DSS-Administration/Privacy-and-Security-Agreements)  
27 [Services/DSS-Administration/Privacy-and-Security-Agreements](https://www.fresnocountyca.gov/Departments/Social-Services/DSS-Administration/Privacy-and-Security-Agreements). Contractor shall insure  
28 that all personally identifiable information (PII), as defined in the Agreements, concerning

1 program recipients shall be kept confidential and shall not be opened to examination,  
2 publicized, disclosed, or used for any purpose not directly connected with the  
3 administration of the program. Contractor shall use appropriate administrative, physical,  
4 and technical safeguards to protect PII, as set forth in the Agreements. Upon discovery  
5 of a breach, security incident, intrusion, or unauthorized access, use, or disclosure of PII,  
6 Contractor shall immediately report the incident to the County by calling (559) 600-2300  
7 or emailing the privacy mailbox at [dssprivacyincident@fresnocountyca.gov](mailto:dssprivacyincident@fresnocountyca.gov). Contractor  
8 shall certify that all employees, agents, officers and subcontractors have received  
9 privacy and security training before accessing any PII and have received refresher  
10 training annually, as required by the Agreements.

### 11 **Article 13**

#### 12 **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-** 13 **Lower Tier Covered Transactions.**

14 13.1 County and Contractor recognize that Contractor is a recipient of State or Federal  
15 assistance funds under the terms of this Agreement. By signing this Agreement, Contractor  
16 agrees to comply with applicable Federal suspension and debarment regulations, including but  
17 not limited to: 7 CFR 3016.35, 29 CFR 97.35, 45 CFR 92.35, and Executive Order 12549. By  
18 signing this Agreement, Contractor attests to the best of its knowledge and belief, that it and its  
19 principals:

20 (A) Are not presently debarred, suspended, proposed for debarment, declared  
21 ineligible, or voluntarily excluded from participation in this transaction by any Federal  
22 department or agency; and

23 (B) Shall not knowingly enter into any lower tier covered transaction with an entity or  
24 person who is debarred, suspended, proposed for debarment, declared ineligible, or  
25 voluntarily excluded from participation in this transaction by any Federal department or  
26 agency.

27 (C) Contractor shall provide immediate written notice to County if at any time during  
28 the term of this Agreement Contractor learns that the representations it makes above

1 were erroneous when made or have become erroneous by reason of changed  
2 circumstances.

3 13.2 Contractor shall include a clause titled "Certification Regarding Debarment,  
4 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" and  
5 similar in nature to this Article Thirteen (13) in all lower tier covered transactions and in all  
6 solicitations for lower tier covered transactions.

7 13.3 Contractor shall, prior to soliciting or purchasing goods and services in excess of  
8 \$25,000 funded by this Agreement, review and retain the proposed vendor's suspension and  
9 debarment status at <https://sam.gov/SAM/>.

10 13.4 The certification in Article Thirteen (13) of this Agreement is a material representation  
11 of fact upon which County relied in entering into this Agreement.

## 12 **Article 14**

### 13 **General Terms**

14 14.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this  
15 Agreement may not be modified, and no waiver is effective, except by written consent by both  
16 parties. The Contractor acknowledges that County employees have no authority to modify this  
17 Agreement except as expressly provided in this Agreement.

18 (A) Changes to line items in the Exhibit B, Compensation, in an amount not to  
19 exceed 10% of the maximum annual compensation payable to the Contractor may be  
20 made with the written approval of County's DSS Director or their designee. Said  
21 modifications shall not result in any changes to the maximum compensation amount  
22 payable to Contractor, as stated in this Agreement.

23 (B) Contractor agrees that reductions to the maximum compensation set forth under  
24 Article Three (3) of this Agreement may be necessitated by a reduction in funding from  
25 State or Federal sources. Any such reduction to the maximum compensation may be  
26 made with the written approval of County's DSS Director or their designee and  
27 Contractor. Contractor further understands that this Agreement is subject to any  
28 restriction, limitations, or enactments of all legislative bodies which affect the provisions,

term, or funding of this Agreement in any manner. If the parties do not provide written approval for modification due to reduced funding, this Agreement may be terminated in accordance with Section 6.1 above.

**14.2 Contractor's Name Change.** An amendment, assignment, or new agreement is required to change the name of Contractor as listed on this Agreement. Upon receipt of legal documentation of the name change, County will process the agreement. Payment of invoices presented with a new name cannot be paid prior to approval of said agreement.

**14.3 Public Information.** Contractor shall disclose County as a funding source in all public information and program materials developed in support of contracted services.

**14.4 Non-Assignment.** Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party. Any transferee, assignee or subcontractor will be subject to all applicable provisions of this Agreement, and all applicable State and Federal regulations. Contractor shall be held primarily responsible by County for the performance of any transferee, assignee or subcontractor unless otherwise expressly agreed to in writing by County. The use of subcontractor by Contractor shall not entitle Contractor to any additional compensation than provided for under this Agreement.

**14.5 Governing Law.** The laws of the State of California govern all matters arising from or related to this Agreement.

**14.6 Jurisdiction and Venue.** This Agreement is signed and performed in Fresno County, California. Contractor consents to California jurisdiction for actions arising from or related to this Agreement, and, subject to the Government Claims Act, all such actions must be brought and maintained in Fresno County.

**14.7 Construction.** The final form of this Agreement is the result of the parties' combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement against either party.

**14.8 Days.** Unless otherwise specified, "days" means calendar days.

1       14.9   **Headings.** The headings and section titles in this Agreement are for convenience  
2 only and are not part of this Agreement.

3       14.10   **Severability.** If anything in this Agreement is found by a court of competent  
4 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
5 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of  
6 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
7 intent.

8       14.11   **Nondiscrimination.** During the performance of this Agreement, the Contractor shall  
9 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
10 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
11 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
12 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
13 all applicable State of California and federal statutes and regulation.

14               (A) Domestic Partners and Gender Identity. For State fund-funded contracts of  
15 \$100,000 or more, Contractor certifies that it complies with Public Contract Code Section  
16 10295.3.

17               (B) Americans with Disabilities Act. Contractor shall comply with the Americans with  
18 Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as  
19 well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C.  
20 12101 et seq.).

21               (C) Contractor shall include the non-discrimination and compliance provisions of this  
22 section in all subcontracts to perform work under this Agreement.

23       14.12   **Limited English Proficiency.** Contractor shall provide interpreting and translation  
24 services to persons participating in Contractor's services who have limited or no English  
25 language proficiency, including services to persons who are deaf or blind. Interpreter and  
26 translation services shall be provided as necessary to allow such participants meaningful  
27 access to the programs, services and benefits provided by Contractor. Interpreter and  
28 translation services, including translation of Contractor's "vital documents" (those documents

that contain information that is critical for accessing Contractor's services or are required by law) shall be provided to participants at no cost to the participant. Contractor shall ensure that any employees, agents, subcontractors, or partners who interpret or translate for a program participant, or who directly communicate with a program participant in a language other than English, demonstrate proficiency in the participant's language and can effectively communicate any specialized terms and concepts peculiar to contractor's services.

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

**14.14 Grievances.** Contractor shall establish procedures for handling client complaints and/or grievances. Such procedures will include provisions for informing clients of their rights to a State Hearing to resolve such issues when appropriate.

**14.15 Lobbying and Political Activity.** None of the funds provided under this Agreement shall be used for publicity, lobbying or propaganda purposes designed to support or defeat legislation pending in the Congress of the United States of America or the Legislature of the State of California. Contractor shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

**14.16 Clean Air Act and the Federal Water Pollution Control Act.** If the compensation to be paid by the County under this Agreement exceeds One Hundred Fifty Thousand and No/100 Dollars (\$150,000) of Federal funding, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q)

1 and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations  
2 must be reported to the Federal awarding agency and the Regional Office of the Environmental  
3 Protection Agency (EPA).

4     **14.17 Procurement of Recovered Materials.** If compensation to be paid by the County  
5 under this Agreement is funded in whole or in part with Federal funding, In the performance of  
6 this Agreement, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as  
7 amended by the Resource Conservation and Recovery Act. The requirements of Section 6002  
8 include procuring only items designated in guidelines of the Environmental Protection Agency  
9 (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials  
10 practicable, consistent with maintaining a satisfactory level of competition, where the purchase  
11 price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding  
12 fiscal year exceeded \$10,000; procuring solid waste management services in a manner that  
13 maximizes energy and resource recovery; and establishing an affirmative procurement program  
14 for procurement of recovered materials identified in the EPA guidelines.

15     **14.18 No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
16 of the Contractor under this Agreement on any one or more occasions is not a waiver of  
17 performance of any continuing or other obligation of the Contractor and does not prohibit  
18 enforcement by the County of any obligation on any other occasion.

19     **14.19 Child Support Compliance Act.** If compensation to be paid by the County under  
20 this Agreement includes State funding in excess of \$100,000, the Contractor acknowledges in  
21 accordance with Public Contract Code 7110, that:

22             (A) Contractor recognizes the importance of child and family support obligations and  
23 shall fully comply with all applicable state and federal laws relating to child and family  
24 support enforcement, including, but not limited to, disclosure of information and  
25 compliance with earnings assignment orders, as provided in Chapter 8 (commencing  
26 with section 5200) of Part 5 of Division 9 of the Family Code; and

27             (B) Contractor to the best of its knowledge is fully complying with the earnings  
28 assignment orders of all employees and is providing the names of all new employees to

1 the New Hire Registry maintained by the California Employment Development  
2 Department.

3 14.20 **Priority Hiring Considerations.** If compensation to be paid by the County under this  
4 Agreement includes State funding and services in excess of \$200,000, Contractor shall give  
5 priority consideration in filling vacancies in positions funded by the Agreement to qualified  
6 recipients of aid under Welfare and Institutions Code Section 11200, in accordance with Public  
7 Contract Code Section 10353.

8 14.21 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
9 between the Contractor and the County with respect to the subject matter of this Agreement,  
10 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
11 publications, and understandings of any nature unless those things are expressly included in  
12 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
13 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving  
14 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
15 exhibits.

16 14.22 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
17 create any rights or obligations for any person or entity except for the parties.

18 14.23 **Authorized Signature.** The Contractor represents and warrants to the County that:

19 (A) The Contractor is duly authorized and empowered to sign and perform its  
20 obligations under this Agreement.

21 (B) The individual signing this Agreement on behalf of the Contractor is duly  
22 authorized to do so and his or her signature on this Agreement legally binds the  
23 Contractor to the terms of this Agreement.

24 14.24 **Electronic Signatures.** The parties agree that this Agreement may be executed by  
25 electronic signature as provided in this section.

26 (A) An "electronic signature" means any symbol or process intended by an individual  
27 signing this Agreement to represent their signature, including but not limited to (1) a  
28 digital signature; (2) a faxed version of an original handwritten signature; or (3) an

1 electronically scanned and transmitted (for example by PDF document) version of an  
2 original handwritten signature.

3 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed  
4 equivalent to a valid original handwritten signature of the person signing this Agreement  
5 for all purposes, including but not limited to evidentiary proof in any administrative or  
6 judicial proceeding, and (2) has the same force and effect as the valid original  
7 handwritten signature of that person.

8 (C) The provisions of this section satisfy the requirements of Civil Code section  
9 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
10 Part 2, Title 2.5, beginning with section 1633.1).

11 (D) Each party using a digital signature represents that it has undertaken and  
12 satisfied the requirements of Government Code section 16.5, subdivision (a),  
13 paragraphs (1) through (5), and agrees that each other party may rely upon that  
14 representation.

15 (E) This Agreement is not conditioned upon the parties conducting the transactions  
16 under it by electronic means and either party may sign this Agreement with an original  
17 handwritten signature.

18 14.25 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
19 original, and all of which together constitute this Agreement.

20 [SIGNATURE PAGE FOLLOWS]  
21  
22  
23  
24  
25  
26  
27  
28

1 The parties are signing this Agreement on the date stated in the introductory clause.

2 MARJAREE MASON CENTER, INC.

COUNTY OF FRESNO

3  
4 

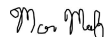
5 Nicole Linder, CEO

6 255 W. Bullard Ave  
7 Fresno, CA 93704

Ernest Buddy Mendes, Chairman of the  
Board of Supervisors of the County of Fresno

**Attest:**

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

8  
9 

Marcus Martin, Chief Financial Officer

10 255 W. Bullard Ave  
11 Fresno, CA 93704

By: \_\_\_\_\_  
Deputy

12  
13 For accounting use only:

14 Org No.: 56107001  
15 Account No.: 7870  
16 Fund No.: 0001  
17 Subclass No.: 10000  
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## **SCOPE OF SERVICES**

ORGANIZATION: MARJAREE MASON CENTER, INC.

SERVICES: DOMESTIC VIOLENCE SERVICES  
**CalWORKs FAMILY STABILIZATION PROGRAM (FSP)**

ADDRESS: 255 W. Bullard, Fresno CA 93704

SERVICE ADDRESS: 255 W. Bullard, Fresno CA 93704

TELEPHONE: (559) 237-4706

CONTACT: Nicole Linder, CEO

EMAIL: Nicole@mmcenter.org

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### **A. SCOPE OF SERVICES**

The Marjaree Mason Center (MMC) shall provide and coordinate Domestic Violence (DV) services for participants referred by the County Department of Social Services (DSS) in the California Work Opportunity and Responsibility to Kids (CalWORKs) program as part of the Family Stabilization Program (FSP). Services shall include domestic violence specific intensive case management, mental health, and children's supportive services, as outlined below. MMC shall also provide specialized domestic violence training for DSS staff for each fiscal year of the agreement to improve recognition of the signs and symptoms of domestic violence throughout the community, increase knowledge of the interventions and resources available to combat the issue, cover how to access services for DV victims, and equip DSS staff with the skills necessary to engage in and navigate the challenging discussions regarding domestic violence.

### **B. TARGET POPULATION**

CalWORKs participants experiencing an identified situation or crisis that is destabilizing the family and would interfere with participation in welfare-to-work activities. MMC is to provide services to 450 clients each year in both the metropolitan and rural areas of Fresno County.

### **C. CONTRACTOR'S RESPONSIBILITIES**

MMC and DSS shall develop a plan of care, specific to each family's needs around domestic abuse and mental health for each DSS-referred CalWORKs family. Safe house shelters located in Fresno County, as well as crisis intervention services will be made available to FSP clients, when appropriate. MMC shall provide appropriate translation for clients on an as-needed basis with no cost to the client.

#### **I) DOMESTIC ABUSE SERVICES**

- (1) During intake, MMC will capture the client's history of domestic violence and conduct a risk assessment to measure the client's current risk for lethality. Should the client present with a high level of lethality or disclose any current domestic violence that poses a safety concern, the case manager will screen for emergency safe house eligibility and proceed if deemed necessary. Once assessments have been completed the case manager and client

will begin developing an individual plan of care that addresses their specific goals and barriers.

- (2) Clients will be scheduled to participate in the following: weekly case management sessions, weekly clinical sessions, and classes and groups.
- (3) MMC weekly Case Management Meetings will consist of the FSP Case Manager identifying barriers to WTW participation that the client may be experiencing due to domestic violence and assessing for specific services.
- (4) Should any modifications need to be made to the client's schedule, the FSP Case Manager will work with the job specialist to establish the appropriate next steps.
- (5) The FSP Case Manager will provide the DSS Case Managing Job Specialist (CMJS) with monthly progress reports identifying satisfactory, marginal, or unsatisfactory progress.
- (6) Other services to include:
  - (a) Legal services, such as assistance with filing for a restraining order, filing for divorce, and child custody with paralegal staff.
  - (b) Standbys with law enforcement to get personal belongings safely from the home.
  - (c) Court accompaniment
  - (d) Accompaniment for support to Child and Family Team Meetings (CFTs) with Child Welfare Services.
  - (e) Crisis Hotline
  - (f) Emergency transportation to Safe House
  - (g) Emergency safe housing
  - (h) Connection to MMC housing and referral to MMC's coordinated entry program
  - (i) Linkage to other appropriate community resources.

## **II) MENTAL HEALTH SERVICES**

All FSP clients shall be encouraged to complete an initial mental health assessment with an MMC FSP Clinician. The client may decide at any time whether to utilize clinical services or not. Clients participating in clinical services will participate in 1-hour weekly sessions. MMC provides all counseling services by therapeutic staff and shall deliver these services for:

- (1) Adult Individuals
- (2) Adult Groups
- (3) Families
- (4) Children (individual and in groups)

Due to family location, size, and need, occasionally outside service providers may supplement counseling interventions, particularly in rural areas. MMC is expected to collaborate with other community providers as necessary to ensure access to mental health treatment for FSP participants across Fresno County.

Case Management services will be maintained by MMC, and all progress information related to FSP- referred mental health services provided by any third-party providers, regardless of site, shall be monitored by MMC and sent to the appropriate DSS CMJS monthly or as often as required by the DSS CMJS.

## **III) CHILDREN'S SERVICES**

MMC will provide comprehensive services for children ages 0 to 17 years old. Children's services include intake assessments to determine levels of safety as well as behavioral, emotional and social development through clinical and therapy-based play, art-based processing activities, individual counseling, and group counseling. The Children's Enrichment Centers (CEC) at both the Fresno Metro and Reedley sites, feature a large open area equipped with play areas, books, toys, and staff-led therapeutic activities. The Enrichment Center staff will focus on healthy parent-child relationships and will often reinforce the need for parents to engage in healthy bonding activities with their child. The Enrichment Center staff and MMC Case Manager will collaborate regarding the overall wellbeing of the family, while exploring alternative strategies in strengthening the family relationship. MMC will provide the CMJS with monthly updates of families' participation and progress.

**IV) CLASSES AND GROUPS**

The groups help build self-esteem, promote problem solving, discuss healthy relationships, and nurturing parenting techniques. Classes to be provided include:

- (1) Safe Group: (Survivors of Abuse, Free and Empowered): A 12-week course covering domestic violence with topics that include but are not limited to: defining domestic violence, red flags, codependency, effects of domestic violence on children, and safety planning.
- (2) Parenting: A 12-week nurturing parenting course/curriculum that focuses on nurturing positive parenting skills, while promoting and instilling skills that support emotional and healthy development.
- (3) Health Lifestyles: An 8-week curriculum course that focuses on emotional intelligence, managing stress and anger, transforming negative thinking, conflict resolution, breaking the cycle of abuse, building self-esteem, and choosing healthy partners.
- (4) Expressions through Art: A 6 to 8-week course providing healing art interventions for those impacted by domestic violence, utilizing a Windows Between Worlds curriculum. This is a hands-on approach and creation of art. The goal of this course is to reduce stress, increase self-reflection and self-awareness, and build resilience.

All FSP groups and classes shall promote the participant's successful integration into their family, community, and home.

**V) TRAINING**

- (1) MMC shall provide introductory level training on Domestic Violence including an overview of the family dynamics affected by Domestic Violence, how to recognize signs of Domestic Violence, and how to discuss services available. This training shall be provided to a minimum of 700 DSS staff, in 4-hour segments, over the full life of this agreement.
- (2) MMC shall also provide State Certified 40-hour Domestic Violence training to a minimum of 25 designated DSS staff for each fiscal year of the Agreement, as outlined in State Evidence Code §1037- 1037.8. Training shall identify the complexity of domestic violence, dynamics of families experiencing domestic violence and increase DSS staff knowledge, understanding, and awareness of the issues faced by the families, allowing an integrated approach in the facilitation of services.
- (3) MMC shall complete the annual Civil Rights training provided by DSS.

**VI) LOCATIONS:**

- (1) Metro Fresno – In the Fresno Metro area FSP services will be provided at an office located in Fresno.
- (2) Kerman – FSP participants located in Kerman can access FSP programmatic services at this location, however initial assessments are conducted off site in Kerman by mobile case managers. DSS and MMC will work together to coordinate designated FSP services to be conducted out of the DSS Kerman location.
- (3) Reedley, Sanger, and Selma – FSP clients residing in Reedley, Sanger, and Selma can access services at the MMC Reedley office directly or off site via mobile case managers.
- (4) Coalinga – FSP participants in Coalinga will be served via mobile case managers. DSS and MMC will work together to coordinate designated FSP services to be conducted out of the DSS Coalinga location.

**D. COUNTY RESPONSIBILITIES**

DSS shall:

- (1) Designate liaison to work closely with MMC and provide training as required for working through the FSP.
- (2) Support MMC staff in providing services and work with MMC for an appropriate exit of a family from FSP, when these services are not appropriate, or the client is non-participatory.

## **E. REPORTS AND OUTCOMES**

### **I. Reporting Requirements**

#### **(1) Meeting With DSS**

CONTRACTOR will be responsible for meeting with DSS, if requested on a monthly basis, or more often as requested by DSS for contract and performance monitoring.

#### **(2) Monthly Reporting**

Contractor will be required to submit a monthly report to DSS that will include, but not be limited to:

- (a) The number of clients served by region
- (b) Utilization of services by client
- (c) CFT attendance
- (d) Outcomes
- (e) Other data as needed or requested by DSS

(3) CONTRACTOR will track outcome measures and other relevant client data as requested by DSS.

(4) CONTRACTOR shall be responsible for administering satisfaction surveys to all participants of the WTW program on a monthly basis.

(5) CONTRACTOR will be required to maintain adequate files and records that meet all reporting requirements.

### **II. Outcomes**

DSS will consider CONTRACTOR performance levels when determining funding recommendations for future Agreements. For the contract period, CONTRACTOR shall:

- I) Outcome 1: 75% of FSP clients who continue to meet CalWORKs eligibility will be scheduled for a WTW activity within thirty days upon exiting the program.
- II) Outcome 2: 90% of surveyed clients who participate in FSP will learn strategies for enhancing their safety and have an increase in knowledge of community resources and safety planning as indicated by positive responses on client satisfaction surveys.
- III) Expectation 1: 100% of referred clients will be contacted within 3 business days of referral.
- IV) Expectation 2: MMC to participate in 90% of the CFTs concerning DV to which they are invited.

**Exhibit B**

**Compensation**

The Contractor will be compensated for performance of its services under this Agreement as provided in this Exhibit B. The Contractor is not entitled to any compensation except as expressly provided in this Exhibit B.

**BUDGET SUMMARY - YEAR 1 (July 1, 2025 – June 30, 2026)**

VENDOR NAME: Marjaree Mason Center, Inc.

<b>CATEGORY</b>	<b>BUDGET ITEM #</b>	<b>TOTAL</b>
Salaries	0100	\$ 577,116
Payroll Taxes	0150	\$ 44,149
Benefits	0200	\$ 77,681
<b>SUBTOTAL:</b>		<b>\$ 698,946</b>
<b>SERVICES &amp; SUPPLIES</b>		
Insurance	0250	\$ 17,313
Communications	0300	\$ 3,600
Office Expense	0350	\$ 3,600
Equipment	0400	\$ 10,700
Facilities	0450	\$ 29,700
Travel Costs	0500	\$ 9,744
Program Supplies	0550	\$ 15,000
Consultancy/Subcontracts	0600	\$ -
Fiscal & Audits	0650	\$ -
Training	0700	\$ 2,000
Indirect Costs	0750	\$ 79,060
<b>SUBTOTAL:</b>		<b>\$ 170,717</b>
<b>TOTAL EXPENSES:</b>		<b>\$ 869,663</b>

**BUDGET SUMMARY - YEAR 2 (July 1, 2026 – June 30, 2027)**VENDOR NAME: Marjaree Mason Center, Inc.

<b>CATEGORY</b>	<b>BUDGET ITEM #</b>	<b>TOTAL</b>
Salaries	0100	\$ 576,576
Payroll Taxes	0150	\$ 44,108
Benefits	0200	\$ 79,678
<b>SUBTOTAL:</b>		<b>\$700,362</b>
<b>SERVICES &amp; SUPPLIES</b>		
Insurance	0250	\$17,297
Communications	0300	\$ 3,600
Office Expense	0350	\$ 3,600
Equipment	0400	\$ 10,200
Facilities	0450	\$ 28,800
Travel Costs	0500	\$ 9,744
Program Supplies	0550	\$ 15,000
Consultancy/Subcontracts	0600	\$ -
Fiscal & Audits	0650	\$ -
Training	0700	\$ 2,000
Indirect Costs	0750	\$ 79,060
<b>SUBTOTAL:</b>		<b>\$ 169,301</b>
<b>TOTAL EXPENSES:</b>		<b>\$ 869,663</b>

**BUDGET SUMMARY- YEAR 3 (July 1, 2027 – June 30, 2028)**VENDOR NAME: Marjaree Mason Center, Inc.

<b>CATEGORY</b>	<b>BUDGET ITEM #</b>	<b>TOTAL</b>
Salaries	0100	\$ 575,069
Payroll Taxes	0150	\$ 43,992
Benefits	0200	\$ 82,646
<b>SUBTOTAL:</b>		<b>\$ 701,707</b>
<b>SERVICES &amp; SUPPLIES</b>		
Insurance	0250	\$ 17,252
Communications	0300	\$ 3,500
Office Expense	0350	\$ 3,600
Equipment	0400	\$ 9,000
Facilities	0450	\$ 28,800
Travel Costs	0500	\$ 9,744
Program Supplies	0550	\$ 15,000
Consultancy/Subcontracts	0600	\$ -
Fiscal & Audits	0650	\$ -
Training	0700	\$ 2,000
Indirect Costs	0750	\$ 79,060
<b>SUBTOTAL:</b>		<b>\$ 167,956</b>
<b>TOTAL EXPENSES:</b>		<b>\$ 869,663</b>

**BUDGET SUMMARY - YEAR 4 (July 1, 2028 – June 30, 2029)**VENDOR NAME: Marjaree Mason Center, Inc.

<b>CATEGORY</b>	<b>BUDGET ITEM #</b>	<b>TOTAL</b>
Salaries	0100	\$ 570,476
Payroll Taxes	0150	\$ 43,641
Benefits	0200	\$ 87,728
<b>SUBTOTAL:</b>		<b>\$ 701,845</b>
<b>SERVICES &amp; SUPPLIES</b>		
Insurance	0250	\$17,114
Communications	0300	\$ 3,500
Office Expense	0350	\$ 3,600
Equipment	0400	\$ 9,000
Facilities	0450	\$ 28,800
Travel Costs	0500	\$ 9,744
Program Supplies	0550	\$ 15,000
Consultancy/Subcontracts	0600	\$ -
Fiscal & Audits	0650	\$ -
Training	0700	\$ 2,000
Indirect Costs	0750	\$ 79,060
<b>SUBTOTAL:</b>		<b>\$ 167,818</b>
<b>TOTAL EXPENSES:</b>		<b>\$ 869,663</b>

**BUDGET SUMMARY - YEAR 5 (July 1, 2029 – June 30, 2030)**VENDOR NAME: Marjaree Mason Center, Inc.

<b>CATEGORY</b>	<b>BUDGET ITEM #</b>	<b>TOTAL</b>
Salaries	0100	\$ 564,595
Payroll Taxes	0150	\$ 43,191
Benefits	0200	\$ 93,035
<b>SUBTOTAL:</b>		<b>\$ 700,821</b>
<b>SERVICES &amp; SUPPLIES</b>		
Insurance	0250	\$ 16,938
Communications	0300	\$ 3,600
Office Expense	0350	\$ 3,600
Equipment	0400	\$ 10,100
Facilities	0450	\$ 28,800
Travel Costs	0500	\$ 9,744
Program Supplies	0550	\$ 15,000
Consultancy/Subcontracts	0600	\$ -
Fiscal & Audits	0650	\$ -
Training	0700	\$ 2,000
Indirect Costs	0750	\$ 79,060
<b>SUBTOTAL:</b>		<b>\$ 168,842</b>
<b>TOTAL EXPENSES:</b>		<b>\$ 869,663</b>

## **Exhibit C**

### **Self-Dealing Transaction Disclosure Form**

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

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

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

#### **Instructions**

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

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

## Exhibit C

<b>(1) Company Board Member Information:</b>			
<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			
<b>(2) Company/Agency Name and Address:</b>			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)</b>			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)</b>			
<b>(5) Authorized Signature</b>			
<b>Signature:</b>		<b>Date:</b>	

# Exhibit D

## Insurance Requirements

### 1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.

### 2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the [DSSContractinsurance@fresnocountyca.gov](mailto:DSSContractinsurance@fresnocountyca.gov), Attention: Contract Analyst.
  - (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.

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- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
  - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such

## Exhibit D

charges against any amounts owed by the County to the Contractor under this Agreement.

- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.