

SAMPLE CONTRACT

CALWORKS EMPLOYMENT SERVICES AGREEMENT

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2 THIS AGREEMENT is made and entered into this _____ day of _____, 2010, by and
3 between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter
4 referred to as "COUNTY", and [REDACTED]
5 [REDACTED], whose address is [REDACTED], hereinafter referred
6 to as "CONTRACTOR".

WITNESSETH:

7
8 WHEREAS, pursuant to the California Work Opportunity and Responsibility to Kids Act
9 (Welfare and Institutions Code sections 11200 *et seq.*, hereinafter called "CalWORKs") and 42
10 United States Code sections 601 *et seq.* (Temporary Assistance for Needy Families (TANF) Block
11 Grant), COUNTY is mandated and funded to deliver a time-limited structural sequence of
12 employment related activities and supportive services that are designed to maximize unsubsidized
13 employment opportunities to able-bodied, non-exempt CalWORKs public assistance applicants and
14 recipients; and

15 WHEREAS, COUNTY's Department of Social Services (DSS), has developed and
16 submitted to the State of California, a CalWORKs COUNTY Plan meeting the requirements of the
17 CalWORKs Act to deliver employment and training services to public assistance recipients; and

18 WHEREAS, COUNTY, is authorized to enter into an Agreement with CONTRACTOR for
19 such services pursuant to CalWORKs and the rules and regulations of the California Department of
20 Social Services; and

21 WHEREAS, CONTRACTOR, has submitted a Statement of Capability and Experience
22 which demonstrate qualifications to provide such services.

23 NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties:
24 hereto agree as follows:

25 **1. SERVICES**

26 A. CONTRACTOR shall perform all services and fulfill all responsibilities as
27 identified in COUNTY's Request for Proposal (RFP) No. 952-4535, dated February 25, 2008,
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1 Addendum No. One (1) to COUNTY's RFP No. 952-4535 dated March 7, 2008, and Addendum
2 No. Two (2) to the COUNTY's RFP 952-4535 dated March 7, 2008, collectively hereinafter
3 referred to as COUNTY's Revised RFP No. 952-4535 and CONTRACTOR's response to said
4 Revised RFP, dated March 12, 2008 , all incorporated herein by reference and made part of this
5 Agreement.

6 B. CONTRACTOR shall also be held responsible for all services as set forth in
7 Exhibit A, Summary of Services, attached hereto and by this reference incorporated herein.

8 C. In the event of any inconsistency among the documents described in Paragraphs
9 1.A and 1.B hereinabove, the inconsistency shall be resolved by giving precedence in the following
10 order of priority; 1) to this Agreement, including all Exhibits attached hereto, 2) to the Revised
11 RFP, 3) to the response to Revised RFP. A copy of COUNTY's Revised RFP No. 952-4535, and
12 CONTRACTOR's response, shall be retained and made available during the term of this
13 Agreement by COUNTY's Department of Social Services.

14 D. Additionally, CONTRACTOR shall provide all services in accordance with the
15 State of California's Social Services Manual of Policies and Procedures, Eligibility and Assistance
16 Standards, incorporated herein by reference.

17 E. COUNTY shall be held responsible for services as set forth in the Summary of
18 Services, identified in Exhibit A, page four (4), under the heading "COUNTY SHALL BE
19 RESPONSIBLE FOR THE FOLLOWING".

20 **2. TERM**

21 This Agreement shall become effective on the [REDACTED] and shall terminate on
22 the [REDACTED].

23 **3. TERMINATION**

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

2 B. Breach of Contract – COUNTY may immediately suspend or terminate this
3 Agreement in whole or in part, wherein the determination of COUNTY there is:

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

8 In no event shall any payment by COUNTY constitute a waiver by COUNTY of
9 any breach of this Agreement or any default which may then exist on the part of CONTRACTOR.
10 Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to
11 the breach or default. COUNTY shall have the right to demand of CONTRACTOR the repayment
12 to COUNTY of any funds disbursed to CONTRACTOR under this Agreement, which in the
13 judgment of COUNTY were not expended in accordance with the terms of this Agreement.
14 CONTRACTOR shall promptly refund any funds upon demand or, at COUNTY's option such
15 repayment shall be deducted from future payments owing to CONTRACTOR under this
16 Agreement.

17 C. Without Cause – Under circumstances other than those set forth above, this
18 Agreement may be terminated by CONTRACTOR or COUNTY upon the giving of thirty (30) days
19 advance written notice of an intention to terminate.

20 **4. COMPENSATION**

21 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
22 compensation as follows: Payment shall be made upon certification or other proof satisfactory to
23 COUNTY's Department of Social Services, that services have actually been performed by
24 CONTRACTOR as specified in this Agreement. Allowable expenditures under this Agreement are
25 specifically established and identified in Exhibit B, attached hereto and by this reference
26 incorporated herein. In no event shall compensation for services performed under this Agreement
27 be in excess of [REDACTED] and No/100 Dollars

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1 (\$ [REDACTED]) for the term of this Agreement. It is understood that all expenses incidental to
2 CONTRACTOR's performance of services under this Agreement shall be borne by
3 CONTRACTOR.

4 To the extent permitted by State and Federal rules and regulations, advanced payment of
5 up to twenty percent (20%) of the compensation under this Agreement may be requested of
6 COUNTY by CONTRACTOR. Approval of an advanced payment is at the sole discretion of
7 COUNTY's Department of Social Services Director, or designee. If advanced payment occurs, the
8 amount of the advanced payment shall be deducted in equal installments from claims submitted for
9 the final six (6) months of this Agreement.

10 Except as provided above regarding advanced payment and as provide below regarding
11 state payment delays, payments by COUNTY shall be in arrears, for services provided during the
12 preceding month, within forty-five (45) days after receipt and verification of CONTRACTOR's
13 invoices by COUNTY's Department of Social Services. If CONTRACTOR should fail to comply
14 with any provision of this Agreement, COUNTY shall be relieved of its obligation for further
15 compensation. All final claims and/or any final budget modification requests shall be submitted by
16 CONTRACTOR within sixty (60) days following the final month of service for which payment is
17 claimed. No action shall be taken by COUNTY on claims submitted beyond the sixty (60) day
18 closeout period. Any compensation which is not expended by CONTRACTOR pursuant to the
19 terms and conditions of this Agreement shall automatically revert to COUNTY. The services
20 provided by the CONTRACTOR under this Agreement are funded in whole or in part by the State
21 of California. In the event that funding for these services is delayed by the State Controller, County
22 may defer payment to CONTRACTOR. The amount of the deferred payment shall not exceed the
23 amount of funding delayed by the State Controller to the COUNTY. The period of time of the
24 deferral by COUNTY shall not exceed the period of time of the State Controller's delay of payment
25 to COUNTY plus forty-five (45) days.

26 **5. INVOICING**

27 CONTRACTOR shall invoice COUNTY monthly, addressed to the Fresno County
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1 Department of Social Services, 2135 Fresno Street, Fresno, CA 93721, Attention: CalWORKS
2 Staff Analyst.

3 **6. INDEPENDENT CONTRACTOR**

4 In performance of the work, duties and obligations assumed by CONTRACTOR under
5 this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of
6 CONTRACTOR's officers, agents and employees will at all times be acting and performing as an
7 independent contractor, and shall act in an independent capacity and not as an officer, agent,
8 servant, employee, joint venturer, partner or associate of COUNTY. Furthermore, COUNTY shall
9 have no right to control or supervise or direct the manner or method by which CONTRACTOR
10 shall perform its work and function. However, COUNTY shall retain the right to administer this
11 Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the
12 terms and conditions thereof. CONTRACTOR and COUNTY shall comply with all applicable
13 provisions of law and the rules and regulations, if any, of government authorities having jurisdiction
14 over matters which are directly or indirectly the subject of this Agreement.

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

23 **7. MODIFICATION**

24 A. Any matters of this Agreement may be modified from time to time by the written
25 consent of CONTRACTOR and COUNTY without, in any way, affecting the remainder.
26 Notwithstanding the above, changes to line items in the budget, attached hereto as Exhibit B, that
27 do not exceed 10% of the maximum compensation payable to the contractor, may be made with the
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1 written approval of COUNTY's Department of Social Services Director, or designee. Said budget
2 line item changes shall not result in any change to the maximum compensation amount payable to
3 CONTRACTOR, as stated herein.

4 B. CONTRACTOR hereby agrees that changes to the compensation under this
5 agreement may be necessitated by a reduction in funding from State or Federal sources.

6 CONTRACTOR further understands that this Agreement is subject to any restrictions, limitations,
7 or enactments of all legislative bodies which affect the provisions, term, or funding of this
8 agreement in any manner.

9 **8. NON-ASSIGNMENT**

10 Neither party shall assign or transfer this Agreement nor their rights or duties under this
11 Agreement without the prior written consent of the other party.

12 **9. HOLD-HARMLESS**

13 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request,
14 defend COUNTY, its officers, agents and employees from any and all costs and expenses, including
15 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to
16 COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its
17 officers, agents or employees under this Agreement, and from any and all costs and expenses,
18 including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting
19 to any person, firm or corporation who may be injured or damaged by the performance, or failure to
20 perform, of CONTRACTOR, its officers, agents or employees under this Agreement. In addition,
21 CONTRACTOR agrees to indemnify COUNTY for Federal, State of California and/or local audit
22 exceptions resulting from non-compliance herein on the part of CONTRACTOR.

23 **10. INSURANCE**

24 Without limiting COUNTY's right to obtain indemnification from CONTRACTOR or
25 any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect the
26 following insurance policies throughout the term of this Agreement:

27 A. Commercial General Liability

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1 Commercial General Liability Insurance with limits of not less than One Million
2 Dollars (\$1,000,000.00.) per occurrence and an annual aggregate of Two Million
3 Dollars (\$2,000,000.00). This policy shall be issued on a per occurrence basis.
4 COUNTY may require specific coverage including completed operations, product
5 liability, contractual liability, Explosion-Collapse-Underground (XCU), fire, legal
6 liability or any other liability insurance deemed necessary because of the nature of
7 the Agreement.

6 B. Automobile Liability

7 Comprehensive Automobile Liability Insurance with limits for bodily injury of not
8 less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five
9 Hundred Thousand Dollars (\$500,000.00) per accident and for property damages
10 of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a
11 combined single limit of Five Hundred Thousand Dollars (\$500,000.00). If
12 CONTRACTOR provides transportation to COUNTY CalWORKs participants in
13 connection with this Agreement, a combined single limit of not less than One
14 Million Dollars (\$1,000,000) is required. Coverage should include owned and
15 non-owned vehicles used in connection with this Agreement.

13 C. Professional Liability

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

17 D. Worker's Compensation

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

20 E. Equipment Insurance

21 A policy or policies with minimum coverage(s) of Five Thousand Dollars (\$5,000)
22 to replace any equipment provided by COUNTY to CONTRACTOR, or purchased
23 by CONTRACTOR with funds provided through this Agreement, for
24 CONTRACTOR's use in fulfilling its obligations under this Agreement. Said
25 policy or policies shall provide coverage(s) against loss of any such equipment
26 resulting from casualty such as fire, theft or any other disappearance, and damage
27 that renders such equipment inoperable and regardless of cause. The policy or
28 policies shall be endorsed naming County of Fresno as loss payee.

CONTRACTOR shall obtain endorsements to the Commercial General Liability

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1 Insurance naming the County of Fresno, its officers, agents, and employees, individually and
2 collectively, as additional insured, but only insofar as the operations under this Agreement are
3 concerned. Such coverage for additional insured shall apply as primary insurance and any other
4 insurance, or self-insurance, maintained by the COUNTY, its officers, agents and employees shall
5 be in excess only and not contributing with insurance provided under the CONTRACTOR's
6 policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30)
7 days advance written notice given to COUNTY.

8 Within thirty (30) days from the date CONTRACTOR signs this Agreement,
9 CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all the
10 foregoing policies, as required herein, to the Fresno County Department of Social Services, 2135
11 Fresno Street., Fresno, California, 93721, Attention: CalWORKs Staff Analyst, stating that such
12 insurance coverages have been obtained and are in full force; that the County of Fresno, its officers,
13 agents and employees will not be responsible for any premiums on the policies; that such
14 Commercial General Liability insurance names the County of Fresno, its officers, agents and
15 employees, individually and collectively, as additional insured, but only insofar as the operations
16 under this Agreement are concerned; that such coverage for additional insured shall apply as
17 primary insurance and any other insurance, or self-insurance, maintained by the COUNTY, its
18 officers, agents and employees, shall be excess only and not contributing with insurance provided
19 under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed
20 without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

24 All policies shall be with admitted insurers licensed to do business in the State of
25 California. Insurance purchased shall be from companies possessing a current A.M. Best, Inc.
26 rating of A FSC VII or better.

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1 **11. SUBCONTRACTS**

2 CONTRACTOR shall obtain written approval from COUNTY or COUNTY's
3 Department of Social Services Director, or designee before subcontracting any of the services
4 delivered under this Agreement. Any transferee, assignee or subcontractor will be subject to all
5 applicable provisions of this Agreement, and all applicable State and Federal regulations.
6 CONTRACTOR shall be held primarily responsible by COUNTY for the performance of any
7 transferee, assignee or subcontractor unless otherwise expressly agreed to in writing by COUNTY.
8 The use of subcontractors by CONTRACTOR shall not entitle CONTRACTOR to any additional
9 compensation than is provided for under this Agreement.

10 **12. CONFLICT OF INTEREST**

11 No officer, employee or agent of COUNTY who exercises any function or responsibility
12 for planning and carrying out of the services provided under this Agreement shall have any direct or
13 indirect personal financial interest in this Agreement. CONTRACTOR shall comply with all
14 Federal, State and local conflict of interest laws, statutes and regulations, which shall be applicable
15 to all parties and beneficiaries under this Agreement and any officers, employee or agent of
16 COUNTY.

17 **13. NON-DISCRIMINATION**

18 CONTRACTOR hereby agrees that in the performance of this Agreement, it will comply
19 with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation
20 Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of
21 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of
22 1990; California Civil Code Section 51 et seq., as amended; California Government Code section
23 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j);
24 California Government Code section 4450; Title 22, California Code of Regulations section 98000
25 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre
26 Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the
27 Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state
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1 laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR)
2 Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices
3 and the administration of public assistance and social services programs are nondiscriminatory, to
4 the effect that no person shall because of ethnic group identification, age, sex, color, disability,
5 medical condition, national origin, race, ancestry, marital status, religion, religious creed or political
6 belief be excluded from participation in or be denied the benefits of, or be otherwise subject to
7 discrimination under any program or activity receiving federal or state financial assistance.

8 Contractor agrees that it will immediately take any measures necessary to effectuate the terms of
9 this Non-Discrimination agreement.

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

15 CONTRACTOR agrees to compile data, maintain records and submit reports as
16 required, to permit effective enforcement of the aforementioned laws, rules and regulations and
17 permit authorized COUNTY, CDSS and/or federal government personnel, during normal working
18 hours, to review such records, books and accounts as needed to ascertain compliance. If there are
19 any violations of this Non-Discrimination section, CDSS shall have the right to invoke fiscal
20 sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605,
21 or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the
22 appropriate federal agency for further compliance action and enforcement of this section.

23 Furthermore, if an allegation of discrimination occurs, COUNTY may withhold all further funds,
24 until CONTRACTOR can show clear and convincing evidence to the satisfaction of COUNTY that
25 funds provided under this Agreement were not used in connection with the alleged discrimination.

26 A. Eligibility for Services

27 CONTRACTOR shall prepare and make available to COUNTY and to the public
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1 all eligibility requirements to participate in the program plan set forth in Exhibit A.

2 B. Employment Opportunity

3 CONTRACTOR shall comply with the COUNTY policy, and the Equal
4 Employment Opportunity Commission guidelines, which forbids discrimination against any person
5 on the grounds of race, color, national origin, sex, religion, age or handicapped status in
6 employment practices. Such practices include retirement, recruitment advertising, hiring, layoff,
7 termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of
8 facilities and other terms and conditions of employment.

9 C. Nepotism

10 Except by consent of the COUNTY'S Department of Social Services Director, or
11 designee, no person shall be employed by CONTRACTOR who is related by blood or marriage to,
12 or who is a member of the Board of Directors or an officer of CONTRACTOR.

13 D. The requirements stated above are binding on CONTRACTOR directly or through
14 contract, license, or other provider services, as long as it receives federal or state assistance.

15 **14. RECRUITMENT OF EMPLOYEES AND SERVICE TO CLIENTS**

16 CONTRACTOR shall ensure that its employment recruitment efforts, including
17 administrative and professional staff positions, are carried out so as to adequately reflect the cultural
18 and ethnic diversity of the population of Fresno County. CONTRACTOR shall use its best efforts
19 to serve all cultural and ethnic groups residing in Fresno County. CONTRACTOR's employment
20 efforts will be monitored by COUNTY at periodic intervals.

21 **15. LIMITED ENGLISH PROFICIENCY**

22 CONTRACTOR shall provide interpreting and translation services to persons
23 participating in CONTRACTOR's services who have limited or no English language proficiency,
24 including services to persons who are deaf or blind. Interpreter and translation services shall be
25 provided as necessary to allow such participants meaningful access to the programs, services and
26 benefits provided by CONTRACTOR. Interpreter and translation services, including translation of
27 CONTRACTOR's "vital documents" (those documents that contain information that is critical for
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1 accessing CONTRACTOR's services or are required by law) shall be provided to participants at no
2 cost to the participant. CONTRACTOR shall ensure that any employees, agents, subcontractors, or
3 partners who interpret or translate for a program participant, or who directly communicate with a
4 program participant in a language other than English, demonstrate proficiency in the participant's
5 language and can effectively communicate any specialized terms and concepts peculiar to
6 CONTRACTOR's services.

7 **16. CONFIDENTIALITY**

8 All services performed by CONTRACTOR under this Agreement shall be in strict
9 conformance with all applicable Federal, State of California and/or local laws and regulations
10 relating to confidentiality including, but not limited to, California Welfare and Institutions Code
11 sections 10850 and 14100.2, the California Department of Social Services (CDSS) Manual of
12 Policies and Procedures, Division 19-0000 the California Department of Health Services Medi-Cal
13 Eligibility Manual, Section 2H, and the Medi-Cal Data Privacy and Security Agreement between
14 the California Department of Health Care Services and the County of Fresno, identified in Exhibit
15 C, attached hereto and incorporated herein, to assure that all applications and records concerning
16 program recipients shall be kept confidential and shall not be opened to examination, publicized,
17 disclosed or used for any purpose not directly connected with administration of the program.
18 CONTRACTOR shall inform all of its employees, agents, officers, subcontractors, Board of
19 Directors member or partners of this provision and that any person knowingly and intentionally
20 violating this provision is guilty of a misdemeanor. The confidentiality statement to be utilized by
21 CONTRACTOR is set forth in Exhibit D, attached hereto and incorporated herein.
22 CONTRACTOR will provide copies of the signed Confidentiality forms to the COUNTY'S
23 designated CalWORKs Staff Analyst.

24 **17. DATA SECURITY**

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

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

8 B. Contractor-Owned Computers or Computer Peripherals may not brought into the
9 COUNTY for use without prior authorization from the COUNTY's Chief Information Officer
10 and/or designee(s), including and not limited to mobile storage devices. Data must be stored on a
11 secure server approved by the COUNTY and transferred by means of a VPN (Virtual Private
12 Network) connection, or another type of secure connection of this type if any data is approved to be
13 transferred.

14 C. County-Owned Computer Equipment – CONTRACTOR or anyone having an
15 employment relationship with the COUNTY may not use COUNTY computers or computer
16 peripherals on non-COUNTY premises without prior authorization from the COUNTY's Chief
17 Information Officer and/or designee(s).

18 D. CONTRACTOR may not store COUNTY's private, confidential or sensitive data on
19 any hard-disk drive.

20 E. CONTRACTOR is responsible to employ strict controls to insure the integrity and
21 security of the COUNTY's confidential information and to prevent unauthorized access to data
22 maintained in computer files, program documentation, data processing systems, data files and data
23 processing equipment which stores or processes COUNTY data internally and externally.

24 F. Confidential client information transmitted to one party by the other by means of
25 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of
26 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

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1 G. CONTRACTOR is responsible to immediately notify COUNTY of any breaches or
2 potential breaches of security related to COUNTY's confidential information, data maintained in
3 computer files, program documentation, data processing systems, data files and data processing
4 equipment which stores or processes COUNTY data internally or externally.

5 H. In the event of a breach of security related to COUNTY's confidential client
6 information provided to CONTRACTOR, COUNTY will manage the response to the incident,
7 however, CONTRACTOR will be responsible to issue any notification to affected individuals as
8 required by law or as deemed necessary by COUNTY in its sole discretion. CONTRACTOR will
9 be responsible for all costs incurred as a result of providing the required notification.

10 **18. PERSONNEL DISCLOSURE**

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

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

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

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

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

20 **19. CLEAN AIR AND WATER**

21 In the event the funding under this Agreement exceeds One Hundred Thousand and
22 No/100 Dollars (\$100,000.00), CONTRACTOR shall comply with all applicable standards, orders
23 or requirements issued under the Clean Air Act contained in 42 U.S. Code 7601 *et seq*; the Clean
24 Water Act contained in 33 U.S. Code 1368 *et seq.*; and any standards, laws and regulations,
25 promulgated thereunder. Under these laws and regulations, CONTRACTOR shall assure:

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

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

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

7 D. This assurance shall be included in every nonexempt subgrant, contract, or
8 subcontract.

9 **20. DRUG-FREE WORKPLACE REQUIREMENTS**

10 For purposes of this Paragraph, CONTRACTOR will be referred to as the “grantee”. By
11 drawing funds against this grant award, the grantee is providing the certification that is required by
12 regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. These
13 regulations require certification by grantees that they will maintain a drug-free workplace. False
14 certification or violation of the certification shall be grounds for suspension of payments,
15 suspension or termination of grants, or government wide suspension or debarment.

16 CONTRACTOR shall also comply with the requirements of the Drug-Free Workplace Act of 1990
17 (California Government Code section 8350 *et seq.*)

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

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

24 B. This certification is required by the regulation implementing Executive Order
25 12549, Debarment and Suspension, 29 CFR Part 98, section 98.510, Participant’s responsibilities.
26 The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-
27 19211).

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1 1) The prospective recipient of Federal assistance funds certified by entering
2 into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for
3 debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any
4 Federal department or agency.

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

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

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

17 5) The prospective recipient further agrees that by entering into this Agreement,
18 it will include a clause identical to Paragraph Twenty-One (21) of this Agreement and titled
19 “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier
20 Covered Transactions”, in all lower tier covered transactions and in all solicitations for lower tier
21 covered transaction.

22 6) This assurance shall be included in every nonexempt subgrant, contract, or
23 subcontract.

24 7) The certification in Paragraph Twenty-One (21) of this Agreement is a
25 material representation of fact upon which COUNTY relied in entering into this Agreement.

26 **22. ACKNOWLEDGEMENT**

27 CONTRACTOR shall acknowledge in all public relations activities, materials and
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1 publications that COUNTY is the funding source for services to be provided through this
2 Agreement.

3 **23. POLITICAL ACTIVITY**

4 None of the funds, materials, property or services provided directly or indirectly under
5 this Agreement shall be used for any political activity, or to further the election or defeat of any
6 candidate for public office.

7 **24. LOBBYING ACTIVITY**

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

11 **25. STATE ENERGY CONSERVATION**

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

15 **26. GRIEVANCES**

16 CONTRACTOR shall establish procedures for handling client complaints and/or
17 grievances. Such procedures will include provisions for informing clients of their rights to a State
18 Hearing to resolve such issues.

19 **27. FRATERNIZATION**

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

23 **28. INTERPRETATION OF LAWS AND REGULATIONS**

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

26 **29. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

27 COUNTY, its officers, consultants, subcontractors, agents and employees shall comply
28

SAMPLE CONTRACT

1 with all applicable State, Federal and local laws and regulations governing projects that utilize
2 Federal Funds.

3 **30. EQUIPMENT**

4 A. All items purchased with funds provided under this Agreement or which are
5 furnished to CONTRACTOR which have a single unit cost in excess of Five Thousand and No/100
6 Dollars (\$5,000.00) including sales tax and have a useful life of more than one (1) year shall be
7 considered capital equipment. Title to all items of capital equipment purchased shall vest and will
8 remain vested in the County of Fresno. CONTRACTOR further agrees to the following:

9 1) To maintain all items of capital equipment in good working order and
10 condition, normal wear and tear excepted; and

11 2) To label all items of capital equipment, perform periodic inventories as
12 required by COUNTY and to maintain an inventory list showing where and how the capital
13 equipment is being used, in accordance with procedures developed by COUNTY. All such lists
14 shall be submitted to COUNTY within ten (10) days of any request therefore; and

15 3) To report in writing to COUNTY immediately after discovery, the loss or
16 theft of any items of capital equipment. For stolen items, the local law enforcement agency must be
17 contacted and a copy of the police report submitted to COUNTY.

18 B. The purchase of any capital equipment by CONTRACTOR shall require the prior
19 written approval of COUNTY, and must be appropriate and directly related to CONTRACTOR's
20 service or activity under the terms of the Agreement. COUNTY may refuse reimbursement for any
21 costs resulting from capital equipment purchased, which are incurred by CONTRACTOR, if prior
22 written approval has not been obtained from COUNTY.

23 **31. RECORDS**

24 A. Record Establishment and Maintenance

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

27 CONTRACTOR shall retain all fiscal books, account records and client files for services performed
28

SAMPLE CONTRACT

1 under this Agreement for at least three (3) years from date of final payment under this Agreement or
2 until all State and Federal audits are completed for that fiscal year, whichever is later.

3 B. Cost Documentation

4 1) CONTRACTOR shall submit to COUNTY within ten (10) calendar days
5 following the end of each month, all fiscal and program reports for that month. CONTRACTOR
6 shall also furnish to COUNTY such statements, records, data and information as COUNTY may
7 request pertaining to matters covered by this Agreement. In the event that CONTRACTOR fails to
8 provide reports as provided herein, it shall be deemed sufficient cause for COUNTY to withhold
9 payments until compliance is established.

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

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

20 C. Service Documentation

21 CONTRACTOR agrees to maintain records to verify services under this
22 Agreement including names and addresses of clients served, the date of service and a description of
23 services provided on each occasion. These records and any other document pertaining in whole or
24 in part to this Agreement, shall be clearly identified and readily accessible.

25 D. Use of Data

26 CONTRACTOR shall grant to COUNTY and the United States Department Health
27 and Human Services the royalty-free, nonexclusive and irrevocable license throughout the world to
28

SAMPLE CONTRACT

1 publish, translate, reproduce, deliver, perform, dispose of, duplicate, use, disclose in any manner
2 and for any purpose whatsoever and to authorize others to do so, all subject data now or hereafter
3 covered by copyright. However, with respect to subject data not originated in the performance of
4 this Agreement, such license shall be only to the extent that CONTRACTOR has the right to grant
5 such license without becoming liable to pay any compensation to others because of such grant.
6 CONTRACTOR shall exert all reasonable effort to advise COUNTY at time of delivery of subject
7 data furnished under this Agreement, of all possible invasions of the right of privacy therein
8 contained, and of all portions of such subject data copied from work not composed or produced in
9 the performance of this Agreement and not licensed under this provision.

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

16 CONTRACTOR shall report to COUNTY promptly and in written detail, each
17 notice of claim of copyright infringement received by CONTRACTOR with respect to all subject
18 data delivered under this Agreement. CONTRACTOR shall not affix any restrictive markings upon
19 any data. If markings are affixed, COUNTY shall have the right at any time to modify, remove,
20 obliterate or ignore such markings.

21 COUNTY shall have access to any report, preliminary findings or data assembled
22 by CONTRACTOR under this Agreement. In addition, CONTRACTOR must receive written
23 permission from COUNTY prior to publication of any materials developed under this Agreement
24 and file with COUNTY a copy of all educational and training materials, curricula, audio/visual aids,
25 printed material and periodicals, assembled pursuant to this Agreement prior to publication.

26 **32. SINGLE AUDIT CLAUSE**

27 As a subrecipient of Federal financial assistance, CONTRACTOR, agrees to provide a
28

SAMPLE CONTRACT

1 copy of its audit report, performed in accordance with the requirements of the Single Audit Act of
2 1984 (31 USC section 7502) and subject to the terms of Office of Management and Budget (OMB)
3 Circulars (A-110, A-122 and A-133), to the County of Fresno. Such audit shall be delivered to
4 COUNTY's Department of Social Services, for review not later than nine (9) months after the close
5 of the subrecipient's fiscal year in which the funds supplied through this Agreement are expended
6 and/or received for this program. The audit must include a statement of findings or a statement that
7 there were no findings. If there were negative findings, CONTRACTOR must include a corrective
8 action plan signed by an authorized individual. Failure to comply with this Act may result in
9 COUNTY performing the necessary audit tasks, or, at COUNTY's option, contracting with a
10 qualified accountant to perform this audit. All audit costs related to this Agreement are the sole
11 responsibility of CONTRACTOR who agrees to take corrective action to eliminate any material
12 noncompliance or weakness found as a result of such audit. Audit work performed by COUNTY
13 under this paragraph shall be billed at COUNTY cost as determined by COUNTY's Auditor-
14 Controller/Treasurer-Tax Collector.

15 **33. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

16 To the extent necessary to prevent disallowance of reimbursement under section
17 1861(v)(1)(I) of the Social Security Act (42 U.S.C. § 1395x(v)(1)[I]), until the expiration of four (4)
18 years after the furnishing of services under this Agreement, CONTRACTOR shall make available,
19 upon written request to the Secretary of the United States Department of Health and Human
20 Services, or upon request to the Comptroller General of the United States General Accounting
21 Office, or any of their duly authorized representatives, a copy of this Agreement and such books,
22 documents and records as are necessary to certify the nature and extent of the costs of these services
23 provided by CONTRACTOR under this Agreement. CONTRACTOR further agrees that in the
24 event CONTRACTOR carries out any of its duties under this Agreement through a subcontract,
25 with a value or cost of Ten Thousand and No/100 Dollars (\$10,000.00) or more over a twelve (12)
26 month period, with a related organization, such Agreement shall contain a clause to the effect that
27 until the expiration of four (4) years after the furnishing of such services pursuant to such
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SAMPLE CONTRACT

1 subcontract, the related organizations shall make available, upon written request to the Secretary of
2 the United States Department of Health and Human Services, or upon request to the Comptroller
3 General of the United States General Accounting Office, or any of their duly authorized
4 representatives, a copy of such subcontract and such books, documents and records of such
5 organization as are necessary to verify the nature and extent of such costs.

6 **34. AUDITS AND INSPECTIONS**

7 CONTRACTOR shall at any time during business hours, and as often as COUNTY may
8 deem necessary, make available to COUNTY for examination all of its records and data with
9 respect to the matters covered by this Agreement. CONTRACTOR shall, upon request to
10 COUNTY, permit COUNTY to audit and inspect all such records and data necessary to ensure
11 CONTRACTOR's compliance with the terms of this Agreement.

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

15 Notwithstanding the term provision stated in Paragraph Two (2) of this Agreement, it is
16 acknowledged by the parties hereto that this Agreement shall continue in full force and effect until
17 all audit procedures and requirements as stated in this Agreement have been completed to the
18 review and satisfaction of COUNTY. CONTRACTOR shall bear all costs in connection with or
19 resulting from any audit and/or inspection including but not limited to actual costs incurred and the
20 payment of any expenditures disallowed by either COUNTY, State or Federal governmental
21 entities, including any assessed interest and penalties.

22 **35. NOTICES**

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

25
26 COUNTY
27 Director, Department of
28 Social Services
P.O. Box 1912

CONTRACTOR


SAMPLE CONTRACT

Fresno, CA 3718-1912

Any and all notices between COUNTY and CONTRACTOR provided for or permitted under this Agreement, or by law, shall be in writing and shall be deemed duly serviced when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party.

36. GOVERNING LAW

The parties agree, that for purposes of venue, performance under this Agreement is to be in Fresno County, California.

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

37. ENTIRE AGREEMENT

This Agreement, including all Exhibits, COUNTY's Revised RFP No. 952-4535, and CONTRACTOR's response thereto, constitutes the entire agreement between CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

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SAMPLE CONTRACT

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

3 ATTEST:

4 **CONTRACTOR:**

COUNTY OF FRESNO

5 [REDACTED]

6 _____

7 By _____

By _____

Chair, Board of Supervisors

8 Print Name: _____

9 Title: _____

10 Chairman of the Board, or
11 President, or any Vice President

BERNICE E. SEIDEL, Clerk
Board of Supervisors

12 Date: _____

13
14 By _____

By _____

15 Print Name: _____

16 Title: _____

17 Secretary (of Corporation), or
18 any Assistant Secretary, or
19 Chief Financial Officer, or
any Assistant Treasurer

**PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED**

20
21 Mailing Address:

22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

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SAMPLE CONTRACT

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APPROVED AS TO LEGAL FORM:
KEVIN BRIGGS, COUNTY COUNSEL

By _____

APPROVED AS TO ACCOUNTING FORM:
VICKI CROW, C.P.A., AUDITOR-CONTROLLER/
TREASURER-TAX COLLECTOR

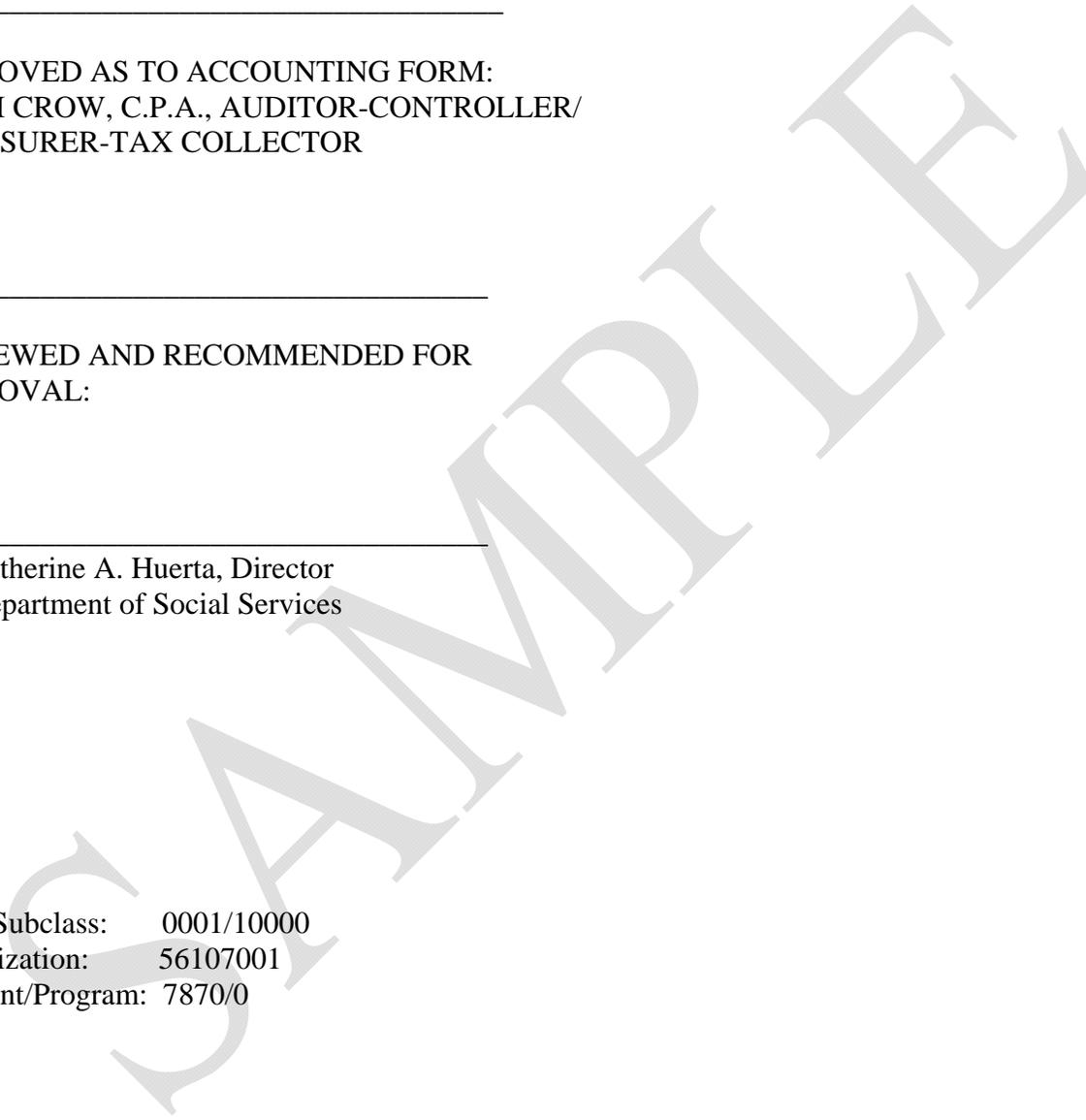
By _____

REVIEWED AND RECOMMENDED FOR
APPROVAL:

By _____

Catherine A. Huerta, Director
Department of Social Services

Fund/Subclass: 0001/10000
Organization: 56107001
Account/Program: 7870/0



Sample Exhibit A

Summary of Services FY 2010-11

ORGANIZATION: [REDACTED]
ADDRESS: [REDACTED]
SERVICES: [REDACTED]
CONTRACT AMOUNT: [REDACTED]
CONTRACT PERIOD: July 1, 2010 – June 30, 2011

SUMMARY OF SERVICES: The [REDACTED] is a collaborative effort between the Fresno County, Department of Social Services (DSS); other government agencies and community based organizations. [REDACTED] provides comprehensive services including job search, appraisal, problem resolution of various employment barriers including; drivers license issues, legal issues, childcare, transportation, clothing, tools, work licenses, and housing, among others. Unsubsidized employment is still the primary objective, but a greater emphasis is placed on identifying the participants' barriers and overcoming the barriers by referring participants for needed services while still in the program, and addressing day-to-day issues that for some are an obstacle to success. Additional services include anger management, nutrition education and parenting classes.

As part of the job readiness workshop, participants will undergo a criminal and legal background check, driving record check, substance abuse screening, the ROPES course (a teambuilding exercise), and small group interaction. The criminal and legal background check and the driving record check will be completed by representatives from the District Attorney and Public Defender's office. A Substance Abuse Specialist from the Department of Behavioral Health will provide the substance abuse screening for the four week workshop.

SCHEDULE AND LOCATION OF SERVICES: Component activities shall be provided daily, except Saturdays, Sundays and Holidays which are observed by the COUNTY. The COUNTY may approve other holidays if appropriate. Workshop activities are to begin and end at appropriate times and take into account the required participation hours of participants. There shall be a minimum of twenty (20) workshops conducted in Fresno County, which will include Fresno Regional Office (11), Selma (4), and Reedley (4), and Coalinga (1).

TARGET POPULATION: Services will be restricted to all post-assessed CalWORKs recipients who do not have active felonies and/or no-bail misdemeanor warrants. Services are limited to English proficient recipients.

I. CONTRACTOR AGREES TO PROVIDE THE FOLLOWING SERVICES:

CONTRACTOR shall provide comprehensive [REDACTED] Job Readiness Workshops for each referred CalWORKs recipients residing in Fresno County. The CalWORKs recipients to be referred will be identified and referred by DSS.

CONTRACTOR shall provide enough support staff to complement the Workshop facilitators. The Anger Management and Parenting Education course work must be provided by a certified

Sample Exhibit A

facilitator/instructor. Transportation for group activities is required as well as occasional transportation assistance for recipients in the rural area on a case by case basis.

A. ACTIVITY REPORTS:

Monthly program activity reports will include but are not limited to the following information:

- a. Number of referrals received
- b. Number of participants attending the first day (DSS notification required the same day)
- c. Number of participants currently in the workshop
- d. Number of participants completing workshop (DSS notification i.e. exit packets are required within five (5) working days)
- e. Number of employed participants (employed while in the workshop and up to 45 days after graduating from the program)

B. CASE MANAGEMENT:

Participants will receive case management services, which shall include but not limited to the following:

- a. Confirmation/verification of participant eligibility to services
- b. Tracking of all referrals made to assist client in removing barriers such as substance abuse, mental health etc.
- c. Monitoring of attendance and progress
- d. Ongoing coordination with DSS (timely compliance resolution, exchange of participant information, program changes).
- e. Maintenance of individual participant service records/case files.

Case Management will include communication with the CalWORKs Case Manager and the [REDACTED] Job Specialist liaison to ensure that participants receive needed supportive services, including referrals for substance abuse, domestic abuse and mental health services.

Participant case files will include chronological records of interviews, counseling sessions and other relevant contact with participants, relevant information, documentation, and correspondence relating to the services provided. Additionally, case files will be maintained in a secure location with access limited to appropriate staff to ensure that confidentiality is maintained and protected.

C. JOB SEARCH:

During the fifth week of the workshop, all participants will conduct a five day job search with the CONTRACTOR. Prior to the fourth week, participants shall have completed the following:

- a. Development of a resume and cover letter
- b. Master application
- c. Mock interviewing
- d. Review appropriate dress attire for job search. Participants will have completed shopping field trip to purchase interview clothing.

CONTRACTOR shall meet with participants daily during the job search activity to verify that the participant is completing the job search as required per COUNTY regulations. The job search forms will be included in the exit packet from [REDACTED]. Collaboration between the CONTRACTOR, the [REDACTED] liaison and the DSS Case Manager will ensure that the participant receives the needed supportive services to conduct the job search.

Sample Exhibit A

PROGRAM CURRICULUM

Curriculum: [REDACTED] will consist of a four-week job readiness workshop followed by a one week job search. A team of two Workshop Facilitators will conduct the workshops. The Workshop Facilitators will monitor the job search daily during the fifth week. DSS reserves the right to continuously monitor CONTRACTOR's facilitators to ensure quality service to the participants. Should a conflict arise with a facilitator, DSS reserves the right to request that the facilitator in question be removed from [REDACTED].

Curriculum must include the following topics:

JOB READINESS

Workshop topics must include the following;

Lifestyle Changes

Problem Solving

Employer Expectations

Domestic Abuse

Substance Abuse

Appropriate Dress & Hygiene/Body

Parenting & Family Wellness (min. 10 hrs.)

Anger Management (min. 10 hrs.)

Goal Setting & Attainment

Obtaining & Retaining Employment

Lifelong Learning

Effective Communication

Teamwork

Money Management

Resume Preparation

Nutrition Education

*Graduation Ceremony to be held on the last day of week four (4)

CONTRACTOR shall provide the below listed, additional [REDACTED] required elements:

The intent of the [REDACTED] is to provide services through a collaborative in the One Stop environment making it easier for the participant to obtain various services through one location. The following elements are required at each site unless noted otherwise.

1. Facility must be open Monday through Friday from 8:00 a.m. to 5:00 p.m., so partners may hold appointments outside of class instruction hours.
2. There must be private a large conference room in the primary service site available at all times.
3. Provide continental breakfast (for example, Danish and coffee) every day of each session.
4. Hold a graduation ceremony at the conclusion of the fourth week for participants and their immediate family. The graduation ceremony is to include refreshments (cake and punch).

II. COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

The DSS CalWORKs Case Managers shall be responsible for referring appropriate participants to CONTRACTOR for [REDACTED]. It is anticipated that approximately 600 participants will be referred for [REDACTED] services during the 12-month contract period. Participants will be screened and enrolled during a face-to-face interview with an DSS Job Specialist to determine their level of motivation and willingness to make the needed commitment to the program.

1. [REDACTED] participants will be referred after a screening appointment has been made and a detailed explanation of [REDACTED] activities has been presented. The Case Manager will

Sample Exhibit A

review and have the participant sign the Participation Consent form before a referral is made to [REDACTED]. In addition, a reminder letter, with a map describing the location, will be mailed to each referred participant prior to commencement of the workshop.

2. Case Managers shall ensure that all referred participants have been assessed and have a current Welfare to Work plan on file.
3. Case Managers shall ensure that CONTRACTOR is provided with all relevant information on each referred participant within the boundaries of confidentiality restrictions.
4. COORDINATION AND ASSISTANCE: DSS staff shall meet with CONTRACTOR's staff as often as needed to exchange pertinent information, resolve problems, and work together to effectively coordinate services.

III. FEDERAL WORK PARTICIPATION RATE

In response to the Federal Temporary Assistance to Needy Families (TANF) Program reauthorization, the Fresno County Department of Social Services (DSS) is committed to implementing activities and practices that support to achieve TANF program goals and meet the CalWORK's Welfare To Work (WTW) Federal Work Participation Rates (WPR). WPR requires at least 50% work participation among all CalWORKs families and 90% for two parent families. Effective October 1, 2006, the State and counties are subject to Federal penalties on an annual basis if these rates are not met. As a result, DSS requires CONTRACTOR's assistance in engaging WTW participants in activities that will increase the County's WPR and assist recipients to become self-sufficient. Our primary objective is job placement and retention, work experience, and/or training activities that meet the WPR requirements. Counseling and supportive services in conjunction with job placement will assist our recipients in obtaining financial self-sufficiency.

The following services provided by the CONTRACTOR will support WTW WPR:

1. Direct Services
 - a. Supervised Job Search: CONTRACTOR will keep verification records for any time spent in job search related activities (ES0167).
 - b. Job Readiness Activities:
 - Assistance with supportive services (i.e. transportation and childcare) and other employment barriers (i.e. housing and DMV issues)
 - Referrals for mental health, domestic abuse, and substance abuse services.
 - Assistance with Parenting, Family Wellness, Anger Management, Money Management, Resume Preparation, etc. (other topics as listed in the curriculum).
2. Indirect Services
 - a. All services provided during the workshop will be considered Job Readiness activities.

IV. PERFORMANCE MEASUREMENTS

Overall Service Objective:

CONTRACTOR shall provide Job Readiness activities to assist CalWORKs recipients with removal of barriers in order to obtain employment and become self-sufficient.

Sample Exhibit A

Specific Performance Measurements:

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

PERFORMANCE OUTCOMES:

PERFORMANCE MEASURE	EXPECTED LEVEL OF PERFORMANCE
<p><u>Performance Measure 1:</u> Referral Rate- the number of CalWORKs recipients to be referred for [REDACTED] Job Readiness services by the end of the contract term.</p> <p>Measurement Parameters: CalWORKs recipients eligible for services.</p> <p>Data Sources: The primary data sources are referrals from DSS.</p>	<p>600 CalWORKs recipients will be referred for services by the end of the contract term.</p>
<p><u>Performance Measure 2:</u> Enrollment Rate – the number of CalWORKs recipients to be enrolled in [REDACTED] on the first day of attendance by the end of the contract term.</p> <p>Measurement Parameters: CalWORKs recipients eligible for services.</p> <p>Data Sources: The primary data sources are referrals from DSS.</p>	<p>50% of the referred CalWORKs recipients will be enrolled in [REDACTED] for services by the end of the contract term.</p>
<p><u>Performance Measure 3:</u> Graduation Rate- the number of participants to graduate from [REDACTED] by the end of the contract term.</p> <p>Measurement Parameters:</p> <ul style="list-style-type: none"> • Participants who complete all four weeks of the program by the end of the contract term. • Participants who are employed while participating in the program by the end of the contract term. <p>Data Sources: The primary data sources are referrals from DSS.</p>	<p>75% of the CalWORKs participants who enrolled in the program will graduate from the four week workshop by the end of the contract term.</p>

Sample Exhibit A

<p><u>Performance Measure 4:</u> Development of a resume, master application and cover letter– All recipients remaining in the workshop will have a resume, master application and cover letter developed which meets the participant’s employment goal. This will exclude those recipients that become employed while in the workshop.</p> <p>Measurement Parameters: The resume, master application and cover must be included in all exit packets from the program.</p> <p>Data Sources: The primary data sources are referrals from DSS.</p>	<p>100% of the CalWORKs participants who have not been employed prior to the fourth week, will have a resume, master application and cover letter developed by the end of the contract term.</p>
<p><u>Performance Measure 5:</u> Employment Rate – The number of clients employed by the end of the contract term.</p> <p>Measurement Parameters: Clients must be employed while in the workshop or be employed within 45 days of graduation by the end of the contract term.</p> <p>Data Sources: The primary data sources are referrals from DSS.</p>	<p>30% of the CalWORKs participants that graduate from the workshop will be employed either while in the workshop or within 45 days of graduation.</p>
<p><u>Performance Measure 6:</u> Outreach Activities – the number of outreach activities conducted to promote [REDACTED] Job Readiness services by the end of the contract term.</p> <p>Measurement Parameters:</p> <ul style="list-style-type: none"> • Activities include presentations at designated DSS locations per semester, presentations to specialized DSS units on a quarterly basis, community events and publications for the DSS PS Newsletter. • Articles in the PS Newsletter can be submitted on a monthly basis and will include program information and success stories. <p>Data Sources: The primary data sources are invites from DSS.</p>	<p>20 Outreach activities will be performed by the end of the contract term.</p>

SAMPLE EXHIBIT B

BUDGET SUMMARY
FY 2010-2011

ORGANIZATION: [REDACTED]

SERVICES: [REDACTED]

CONTRACT PERIOD: July 1, 2010 – June 30, 2011

CONTRACT AMOUNT: \$696,243

<u>BUDGET CATEGORIES</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>
<u>SALARIES & BENEFITS</u>		
Personnel Salaries	0100	\$320,057
Employee Benefits	0150	84,817
Subtotal		\$404,874
SERVICE & SUPPLIES		
Insurance	0200	\$15,802
Communications	0250	13,410
Office Expense	0300	76,521
Equipment Rental	0350	7,500
Utilities	0400	12,000
Contracts	0450	3,625
Transportation	0500	33,000
Program Supplies/Services	0550	32,000
Other (Indirect Costs)	0600	97,511
Subtotal		\$291,369
TOTAL		\$696,243

SAMPLE EXHIBIT B

PERSONNEL AND EMPLOYEE BENEFITS
FY 2010-2011

ORGANIZATION: [REDACTED]

SERVICES: [REDACTED]

CONTRACT PERIOD: July 1, 2010 – June 30, 2011

CONTRACT AMOUNT: \$696,243

PERSONNEL/SALARIES:

<u>Position and/or Title</u>	<u>No. of Persons</u>	<u>% of Time On</u>	<u>Months Employed</u>	<u>Monthly Salary</u>	<u>Total Cost</u>
Adult Division Manger	1	10%	12	5,992	7,190
Program Support Specialist	1	15%	12	2,428	4,370
Program Support Specialist	1	15%	12	2,549	4,588
Program Support Specialist	1	15%	12	2,335	4,203
Program Support Specialist	1	15%	12	2,428	4,370
Service Center Manager	1	13%	12	4,358	6,798
Service Center Manager	1	13%	12	4,358	6,798
Service Center Manager	1	13%	12	4,358	6,798
Program Support Specialist-IF	1	100%	12	2,450	29,400
Workshop Facilitator	1	100%	12	3,864	46,368
Workshop Facilitator	1	100%	12	4,139	49,668
Workshop Facilitator	1	100%	12	4,055	48,660
Workshop Facilitator	1	100%	12	3,058	36,696
Program Support Specialist-PA	1	100%	12	2,821	33,852
Network Support Specialist	1	5%	12	2,883	1,730
Network Support Specialist	1	5%	12	2,746	1,648
Program Development Assoc.	1	10%	12	3,312	3,974
Services Coordinator	1	5%	12	5,742	3,445
Posse Trainer/Program Asst	1	5%	12	4,055	2,433
Adult North Area Manager	1	30%	12	4,741	17,068

TOTAL SALARIES \$320,057

EMPLOYEE BENEFITS:

- 1. FICA (7.65%) \$24,484
- 2. SUI (5.4% of 1st \$7,000 for 7.2 FTEs) \$2,722
- 3. Medical (15%) \$ 48,009
- 4. Retirement (3%) \$9,602

TOTAL EMPLOYEE BENEFITS \$84,817

TOTAL (personnel Salaries & Benefits) \$404,874

SAMPLE EXHIBIT B

BUDGET DETAIL
FY 2010-2011

ORGANIZATION: [REDACTED]

SERVICES: [REDACTED]

CONTRACT PERIOD: July 1, 2010 – June 30, 2011

CONTRACT AMOUNT: \$696,243

SERVICE SITES: Fresno, Coalinga, Selma, Reedley

Number	Category Descriptions	Sub-Total	Total
0200	<u>INSURANCE</u> General Liability Workers Compensation	3,000 12,802	15,802
0250	<u>COMMUNICATIONS</u> Courier Telephone Advertising/Promotion	900 7,510 5,000	13,410
0300	<u>OFFICE EXPENSE</u> Consumable Supplies Membership Staff Training Building Rent/Use Fee Building Maintenance/Repair	15,521 1,000 6,000 45,000 9,000	76,521
0350	<u>EQUIPMENT RENTAL</u> Equipment Rental/Lease Equipment Repair/Maintenance Property Taxes	6,000 1,000 500	7,500
0400	<u>UTILITIES & SERVICES</u> Electricity, Gas, Water, etc.	12,000	12,000
0450	<u>CONTRACTS</u> Riccardi Inc Certified Public Accounts – Audit Consultant	2,125 1,500	3,625
0500	<u>TRANSPORTATION</u> Participant van rentals Mileage (\$.50 per mile)	18,000 15,000	33,000
0550	<u>PROGRAM SUPPLIES/SERVICES</u> ROPES Direct Supportive Services Graduation Supplies	8,000 21,000 3,000	32,000

SAMPLE EXHIBIT B

0600	<u>OTHER (INDIRECT ADMIN COST)</u> Federally Approved Indirect Cost Rate (discounted by DSS limitations)	97,511	97,511
TOTAL			\$291,369

SAMPLE

Sample Exhibit B

CalWORKs EMPLOYMENT SERVICES
MONTHLY FINANCIAL REPORT

ORGANIZATION: ██████████
 SERVICES: ██
 CONTRACT PERIOD: July 1, 2010 – June 30, 2011
 CONTRACT AMOUNT: \$696,243
 REPORT MONTH: _____

<u>BUDGET CATEGORY</u>	<u>ACCOUNT NUMBER</u>	<u>APPROVED BUDGET</u>	<u>CURRENT EXPENSES</u>	<u>EXPENSES TO DATE</u>	<u>BUDGET BALANCE</u>
Salaries	0100	\$320,057	\$	\$	\$
Benefits	0150	\$84,817	\$	\$	\$
SUBTOTALS		\$404,874			
Insurance	0200	\$15,802	\$	\$	\$
Communications	0250	\$13,410	\$	\$	\$
Office Expense	0300	\$76,521	\$	\$	\$
Equipment Rental	0350	\$7,500	\$	\$	\$
Utilities	0400	\$12,000	\$	\$	\$
Contracts	0450	\$3,625	\$	\$	\$
Transportation	0500	\$33,000	\$	\$	\$
Program Supplies/Serv	0550	\$32,000	\$	\$	\$
Other (Indirect Costs)	0600	\$97,511	\$	\$	\$
SUBTOTALS		\$291,369	\$	\$	\$
TOTALS		\$696,243			

REPORTED PREPARED BY: _____ DATE: _____

 APPROVED FOR PAYMENT: _____ DATE: _____