

SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated September 23, 2025 and is between The Economic Development Corporation Serving Fresno County, a nonprofit corporation, whose address is 1060 Fulton Street 4th Floor, Fresno, CA 93721, ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County"), and Employers shall participate only as "Employers", under Contractor's administration, and shall not be direct parties to this Agreement.

Recitals

Pursuant to California Work Opportunity and Responsibility to Kids (CalWORKs) Act Division 9, Part 3, Chapter 2, Section 11320 et seq., County is mandated to deliver a time-limited structural sequence of employment related activities and supportive services that are designed to maximize unsubsidized employment opportunities to able-bodied, non-exempt CalWORKs public assistance applicants and recipients. County's Department of Social Services (DSS) is designated as the county welfare department responsible for CalWORKs implementation in Fresno County.

A. COUNTY's DSS, has an ongoing need for employment opportunities and development of training programs for CalWORKs Welfare-to-Work (WTW) participants; and Assembly Bill 74 (Chapter 21, Statutes of 2013) created the Expanded Subsidized Employment (ESE) Program to increase subsidized employment programs for CalWORKs clients in California with the goal of increasing job retention in an unsubsidized position of employment. County's Department of Social Services (DSS) is designated as the county welfare department responsible for CalWORKs implementation in Fresno County.

B. The County's DSS seeks to enter into this Agreement with the Contractor due to the unique and specialized services Contractor provides that directly support the CalWORKs ESE Program. No formal Request for Proposal (RFP), Request for Quotation (RFQ), or other competitive procurement was issued. Instead, a Suspension of Competition was approved based on Contractor's exclusive operation of the Ready2Hire platform, its extensive partnerships with employers and training programs, and its specialized knowledge of CalWORKs regulations and

1 participant needs. These factors establish Contractor as the only vendor uniquely qualified to fulfill
2 the program's objectives.

3 C. The purpose of this Agreement is to assist CalWORKs WTW participants in transitioning
4 to long-term, unsubsidized employment by connecting them with employers willing to hire and
5 providing a supportive framework for placement and wage reimbursement processing.
6 Contractor will maintain and operate the Ready2Hire web-based platform, recruit employers,
7 support onboarding and communication. The Agreement reflects the mutual intention of both
8 parties to enhance participant outcomes by leveraging Contractor's established infrastructure,
9 expertise, and relationships to implement the New Employment Opportunities (NEO) Expanded
10 Subsidized Employment (ESE) Program effectively.

11 The parties therefore agree as follows:

12 **Article 1**

13 **Contractor's Services**

14 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in
15 Exhibit A to this Agreement, titled "Scope of Services," and pursuant to the staffing patterns and
16 program expenses detailed in Exhibit B, titled "Compensation."

17 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and
18 able to perform all of the services provided in this Agreement.

19 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all
20 applicable federal, state, and local laws and regulations in the performance of its obligations
21 under this Agreement, including but not limited to workers compensation, labor, and
22 confidentiality laws and regulations.

23 **Article 2**

24 **County's Responsibilities**

25 2.1 The County shall meet all obligations provided in Exhibit A to this Agreement, titled
26 "Scope of Services."

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1 Agreement be in excess of One million, Sixty-Five Thousand, Six Hundred Thirty and no/100
2 dollars (\$1,065,630).

3 3.4 The Contractor acknowledges that the County is a local government entity and does
4 so with notice that the County's powers are limited by the California Constitution and by State
5 law, and with notice that the Contractor may receive compensation under this Agreement only
6 for services performed according to the terms of this Agreement and while this Agreement is in
7 effect, and subject to the maximum amount payable under this section. The Contractor further
8 acknowledges that County employees have no authority to pay the Contractor except as
9 expressly provided in this Agreement.

10 3.5 **Invoices.** The Contractor shall submit monthly invoices in attention to Staff Analyst
11 to: DSSInvoices@fresnocountyca.gov. The Contractor shall submit each invoice within thirty
12 (30) days following the month in which expenses were incurred and services rendered, and in
13 any case within sixty (60) days after the end of the term or termination of this Agreement.
14 Contractor shall submit invoices to the County each month with a detailed general ledger (GL),
15 itemizing costs incurred in the previous month, along with supporting documentation of costs.
16 Failure to submit GL reports and supporting documentation shall be deemed sufficient cause for
17 County to withhold payments until there is compliance, as further described in Section 3.7
18 herein. Supporting documentation shall include but is not limited to receipts, invoices received
19 and documented administrative / overhead costs. No reimbursement for services shall be made
20 until invoices, reports and outcomes are received, reviewed and approved by County's DSS.
21 Proof of payment may be required for certain funding streams and will be made available by the
22 Contractor as requested by the County.

23 Contractor shall direct Employers to invoice County's DSS in arrears by the tenth (10th)
24 of each month for wages paid in the previous month via the Ready2Hire website at
25 <http://ready2hire.org/>. Payments by County's DSS shall be in arrears, for actual wages paid
26 during the preceding month, within forty-five (45) days after receipt, verification, and approval of
27 Employer's invoices by County's DSS. A detailed monthly employee progress report/evaluation,
28 regarding employee performance should accompany each invoice. The forty-five (45) day

period referenced above will restart upon resubmission of an invoice that was returned due to errors, omissions, or failure to meet required format or detail. At the discretion of County's DSS Director or designee, if an invoice is incorrect and/or is not in proper form or detail, County's DSS Director or designee shall have the right to withhold full payment of the invoice that is incorrect or improper after five (5) days prior written notice or email correspondence to Employer. Contractor shall direct Employer to continue to provide services for a period of ninety (90) days after written or email notification of an incorrect or improper invoice.

3.6 **Payment.** The County shall pay each correctly completed and timely submitted invoice within forty-five (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 the invoicee. The County shall remit any payment to the address specified in the invoice.

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

Article 4

Term of Agreement

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

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

1 **Article 5**

2 **Notices**

3 5.1 **Contact Information.** The persons and their addresses having authority to give and
4 receive notices provided for or permitted under this Agreement include the following:

5 **For the County:**

6 Director of Department of Social Services
7 County of Fresno
8 205 W Pontiac Way
9 Clovis, CA 93612
10 dssasu@fresnocountyca.gov

11 **For the Contractor:**

12 President/CEO
13 The Economic Development Corporation Serving Fresno County
14 1060 Fulton St
15 4th Floor
16 Fresno, CA 93721
17 woliver@fresnoedc.com

18 5.2 **Change of Contact Information.** Either party may change the information in section
19 5.1 by giving notice as provided in section 5.3.

20 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided
21 for or permitted under this Agreement must be in writing, state that it is a notice provided under
22 this Agreement, and be delivered either by personal service, by first-class United States mail, by
23 an overnight commercial courier service, by telephonic facsimile transmission, or by a Portable
24 Document Format (PDF) document attached to an email.

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

26 (B) A notice delivered by first-class United States mail is effective three (3) County
27 business days after deposit in the United States mail, postage prepaid, addressed to the
28 recipient.

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

1 (D) A notice delivered by PDF document attached to an email is effective when
2 transmission to the recipient is completed (but, if such transmission is completed outside
3 of County business hours, then such delivery is deemed to be effective at the next
4 beginning of a County business day), provided that the sender maintains a machine
5 record of the completed transmission.

6 **5.4 Claims Presentation.** For all claims arising from or related to this Agreement,
7 nothing in this Agreement establishes, waives, or modifies any claims presentation
8 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
9 of Title 1 of the Government Code, beginning with section 810).

10 **Article 6**

11 **Termination and Suspension**

12 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are
13 contingent on the approval of funds by the appropriating government agency. If sufficient funds
14 are not allocated, then the County, upon at least thirty (30) days' advance written notice to the
15 Contractor, may:

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

17 (B) Terminate this Agreement.

18 **6.2 Termination for Breach.**

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

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

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

27 (1) Obtained or used funds illegally or improperly;

28 (2) Failed to comply with any part of this Agreement;

- 1 (3) Submitted a substantially incorrect or incomplete report to the County; or
2 (4) Improperly performed any of its obligations under this Agreement.

3 6.3 **Termination without Cause.** In circumstances other than those set forth above, the
4 County or Contractor may terminate this Agreement by giving at least thirty (30) days advance
5 written notice to the Contractor.

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

8 6.5 **County's Rights upon Termination.** Upon termination for breach under this Article
9 6, the County may demand repayment by the Contractor of any monies disbursed to the
10 Contractor under this Agreement that, in the County's sole judgment, were not expended in
11 compliance with this Agreement. The Contractor shall promptly refund all such monies upon
12 demand. This section survives the termination of this Agreement.

13 **Article 7**

14 **Independent Contractor**

15 7.1 **Status.** In performing under this Agreement, the Contractor, including its officers,
16 agents, employees, and volunteers, is at all times acting and performing as an independent
17 Contractor in an independent capacity, and not as an officer, agent, servant, employee, joint
18 venturer, partner, or associate of the County.

19 7.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
20 manner or method of the Contractor's performance under this Agreement, but the County may
21 verify that the Contractor is performing according to the terms of this Agreement.

22 7.3 **Benefits.** Because of its status as an independent Contractor, the Contractor has no
23 right to employment rights or benefits available to County employees. The Contractor is solely
24 responsible for providing to its own employees all employee benefits required by law. The
25 Contractor shall save the County harmless from all matters relating to the payment of
26 Contractor's employees, including compliance with Social Security withholding and all related
27 regulations.
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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.

Article 10

Inspections, Audits, Record Maintenance, and Public Records

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

10.2 **State Audit Requirements.** If the compensation to be paid by the County under this Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three

1 years after final payment under this Agreement. This section survives the termination of this
2 Agreement.

3 **10.3 Single Audit Clause.** If Contractor expends One Million Dollars (\$1,000,000) or
4 more in Federal and Federal flow-through monies annually, Contractor agrees to conduct an
5 annual audit in accordance with the requirements of the Single Audit Standards as set forth in
6 Office of Management and Budget (OMB) Title 2 of the Code of Federal Regulations Part 200.
7 Contractor shall submit said audit and management letter to County. The audit must include a
8 statement of findings or a statement that there were no findings. If there were negative findings,
9 Contractor must include a corrective action signed by an authorized individual. Contractor
10 agrees to take action to correct any material non-compliance or weakness found as a result of
11 such audit. Such audit shall be delivered to County's DSS, Administration, for review within nine
12 (9) months of the end of any fiscal year in which funds were expended and/or received for the
13 program. Failure to perform the requisite audit functions as required by this Agreement may
14 result in County performing the necessary audit tasks, or at County's option, contracting with a
15 public accountant to perform said audit, or, may result in the inability of County to enter into
16 future agreements with Contractor. All audit costs related to this Agreement are the sole
17 responsibility of Contractor.

18 **10.4 Program Audit Requirements.** A single audit report is not applicable if all
19 Contractor's Federal contracts do not exceed the One Million Dollars (\$1,000,000) requirement
20 or Contractor's funding is through Drug related Medi-Cal. If a single audit is not applicable, a
21 program audit must be performed and a program audit report with management letter shall be
22 submitted by Contractor to County as a minimum requirement to attest to Contractor's solvency.
23 Said audit report shall be delivered to County's DSS, Administration, for review no later than
24 nine (9) months after the close of the fiscal year in which the funds supplied through this
25 Agreement are expended. Failure to comply with this Act may result in County performing the
26 necessary audit tasks or contracting with a qualified accountant to perform said audit. All audit
27 costs related to this Agreement are the sole responsibility of Contractor who agrees to take
28 corrective action to eliminate any material noncompliance or weakness found as a result of such

1 audit. Audit work performed by County under this paragraph shall be billed to the Contractor at
2 County cost, as determined by County's Auditor-Controller/Treasurer-Tax Collector.

3 **10.5 Record Establishment and Maintenance.** Contractor shall establish and maintain
4 records in accordance with those requirements prescribed by County, with respect to all matters
5 covered by this Agreement. Contractor shall retain all fiscal books, account records and client
6 files for services performed under this Agreement for at least five (5) years from date of final
7 payment under this Agreement or until all State and Federal audits are completed for that fiscal
8 year, whichever is later.

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

15 (B) Service Documentation. Contractor agrees to maintain records to verify services
16 under this Agreement including names and addresses of clients served, if applicable,
17 and the dates of service and a description of services provided on each occasion. These
18 records and any other documents pertaining in whole or in part to this Agreement shall
19 be clearly identified and readily accessible.

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

26 **10.6 Public Records.** The County is not limited in any manner with respect to its public
27 disclosure of this Agreement or any record or data that the Contractor may provide to the
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1 County. The County's public disclosure of this Agreement or any record or data that the
2 Contractor may provide to the County may include but is not limited to the following:

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

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

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

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

17 (E) This Agreement, and any record or data that the Contractor may provide to the
18 County, is subject to public disclosure as information concerning the conduct of the
19 people's business of the State of California under California Constitution, Article 1,
20 section 3, subdivision (b).

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

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

27 **10.7 Public Records Act Requests.** If the County receives a written or oral request
28 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,

1 and which the County has a right, under any provision of this Agreement or applicable law, to
2 possess or control, then the County may demand, in writing, that the Contractor deliver to the
3 County, for purposes of public disclosure, the requested records that may be in the possession
4 or control of the Contractor. Within five (5) business days after the County's demand, the
5 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
6 possession or control, together with a written statement that the Contractor, after conducting a
7 diligent search, has produced all requested records that are in the Contractor's possession or
8 control, or (b) provide to the County a written statement that the Contractor, after conducting a
9 diligent search, does not possess or control any of the requested records. The Contractor shall
10 cooperate with the County with respect to any County demand for such records. If the
11 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
12 CPRA or other applicable law, it must deliver the record or data to the County and assert the
13 exemption by citation to specific legal authority within the written statement that it provides to
14 the County under this section. The Contractor's assertion of any exemption from disclosure is
15 not binding on the County, but the County will give at least ten (10) days' advance written notice
16 to the Contractor before disclosing any record subject to the Contractor's assertion of exemption
17 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
18 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
19 failure to produce any such records, or failure to cooperate with the County with respect to any
20 County demand for any such records.

21 **Article 11**

22 **Disclosure of Self-Dealing Transactions and Conflict of Interest**

23 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,
24 or changes its status to operate as a corporation.

25 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
26 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
27 "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to
28 the County before commencing the transaction or immediately after.

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

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

Article 12

Medi-Cal Confidentiality

12.1 **Conformance with Laws:** All services performed by Contractor under this Agreement shall be in strict conformance with all applicable Federal, State of California, and/or local laws and regulations relating to confidentiality. Contractor shall require its employees, agents, officers and subcontractors to comply with the provisions of Sections 10850 and 14100.2 of the Welfare and Institutions Code, as well as the California Department of Social Services (CDSS) Manual of Policies and Procedures, Division 19-0000 and the California Department of Health Care Services (DHCS) Medi-Cal Eligibility Procedures Manual, Section 2H. These Code sections provide that:

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

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

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

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

10 (E) In addition, Contractor, its employees, agents, and officers shall comply, and
11 require all of its subcontractors to comply, with (1) the DHCS Medi-Cal Privacy and
12 Security Agreement between the California DHCS and the County of Fresno that is then
13 in effect, and (2) the Privacy and Security Agreement between the CDSS and the
14 County of Fresno that is then in effect, both of which together shall be referred to in this
15 section as "the Agreements" and are incorporated herein by this reference. The current
16 versions of both the DHCS and CDSS Privacy and Security agreements are available
17 upon request or can be viewed at: <http://www.co.fresno.ca.us/MediCalPrivacy/>.

18 Contractor shall insure that all personally identifiable information (PII), as defined in the
19 Agreements, concerning program recipients shall be kept confidential and shall not be
20 opened to examination, publicized, disclosed, or used for any purpose not directly
21 connected with the administration of the program. Contractor shall use appropriate
22 administrative, physical, and technical safeguards to protect PII, as set forth in the
23 Agreements. Upon discovery of a breach, security incident, intrusion, or unauthorized
24 access, use, or disclosure of PII, Contractor shall immediately report the incident to the
25 County by calling (559) 600-2300 or emailing the privacy mailbox at
26 dssomvaprovider@fresnocounty.ca.gov. Contractor shall certify that all employees,
27 agents, officers and subcontractors have received privacy and security training before
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1 accessing any PII and have received refresher training annually, as required by the
2 Agreements.

3 **Article 13**

4 **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-** 5 **Lower Tier Covered Transactions.**

6 13.1 County and Contractor recognize that Contractor is a recipient of State or Federal
7 assistance funds under the terms of this Agreement. By signing this Agreement, Contractor
8 agrees to comply with applicable Federal suspension and debarment regulations, including but
9 not limited to: 7 CFR 3016.35, 29 CFR 97.35, 45 CFR 92.35, and Executive Order 12549. By
10 signing this Agreement, Contractor attests to the best of its knowledge and belief, that it and its
11 principals:

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

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

19 (C) Contractor shall provide immediate written notice to County if at any time during
20 the term of this Agreement Contractor learns that the representations it makes above
21 were erroneous when made or have become erroneous by reason of changed
22 circumstances.

23 13.2 Contractor shall include a clause titled "Certification Regarding Debarment,
24 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" and
25 similar in nature to this Article Thirteen (13) in all lower tier covered transactions and in all
26 solicitations for lower tier covered transactions.

1 13.3 Contractor shall, prior to soliciting or purchasing goods and services in excess of
2 \$25,000 funded by this Agreement, review and retain the proposed vendor's suspension and
3 debarment status at <https://sam.gov/SAM/>.

4 13.4 The certification in Article Thirteen (13) of this Agreement is a material representation
5 of fact upon which County relied in entering into this Agreement.

6 **Article 14**

7 **General Terms**

8 14.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
9 Agreement may not be modified, and no waiver is effective, except by written consent by both
10 parties. The Contractor acknowledges that County employees have no authority to modify this
11 Agreement except as expressly provided in this Agreement.

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

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

24 14.2 **Contractor's Name Change.** An amendment, assignment, or new agreement is
25 required to change the name of Contractor as listed on this Agreement. Upon receipt of legal
26 documentation of the name change, County will process the agreement. Payment of invoices
27 presented with a new name cannot be paid prior to approval of said agreement.

1 14.3 **Public Information.** Contractor shall disclose County as a funding source in all
2 public information and program materials developed in support of contracted services.

3 14.4 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
4 under this Agreement without the prior written consent of the other party. Any transferee,
5 assignee or subcontractor will be subject to all applicable provisions of this Agreement, and all
6 applicable State and Federal regulations. Contractor shall be held primarily responsible by
7 County for the performance of any transferee, assignee or subcontractor unless otherwise
8 expressly agreed to in writing by County. The use of subcontractor by Contractor shall not
9 entitle Contractor to any additional compensation than provided for under this Agreement.

10 14.5 **Governing Law.** The laws of the State of California govern all matters arising from
11 or related to this Agreement.

12 14.6 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
13 County, California. Contractor consents to California jurisdiction for actions arising from or
14 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
15 brought and maintained in Fresno County.

16 14.7 **Construction.** The final form of this Agreement is the result of the parties' combined
17 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
18 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
19 against either party.

20 14.8 **Days.** Unless otherwise specified, "days" means calendar days.

21 14.9 **Headings.** The headings and section titles in this Agreement are for convenience
22 only and are not part of this Agreement.

23 14.10 **Severability.** If anything in this Agreement is found by a court of competent
24 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
25 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
26 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
27 intent.
28

1 **14.11 Nondiscrimination.** During the performance of this Agreement, the Contractor shall
2 not unlawfully discriminate against any employee or applicant for employment, or recipient of
3 services, because of race, religious creed, color, national origin, ancestry, physical disability,
4 mental disability, medical condition, genetic information, marital status, sex, gender, gender
5 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
6 all applicable State of California and federal statutes and regulation.

7 (A) Domestic Partners and Gender Identity. For State fund-funded contracts of
8 \$100,000 or more, Contractor certifies that it complies with Public Contract Code Section
9 10295.3.

10 (B) Americans with Disabilities Act. Contractor shall comply with the Americans with
11 Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as
12 well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C.
13 12101 et seq.).

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

16 **14.12 Limited English Proficiency.** Contractor shall provide interpreting and translation
17 services to persons participating in Contractor's services who have limited or no English
18 language proficiency, including services to persons who are deaf or blind. Interpreter and
19 translation services shall be provided as necessary to allow such participants meaningful
20 access to the programs, services and benefits provided by Contractor. Interpreter and
21 translation services, including translation of Contractor's "vital documents" (those documents
22 that contain information that is critical for accessing Contractor's services or are required by law)
23 shall be provided to participants at no cost to the participant. Contractor shall ensure that any
24 employees, agents, subcontractors, or partners who interpret or translate for a program
25 participant, or who directly communicate with a program participant in a language other than
26 English, demonstrate proficiency in the participant's language and can effectively communicate
27 any specialized terms and concepts peculiar to contractor's services.
28

1 **14.13 Drug-Free Workplace Requirements.** For purposes of this paragraph, Contractor
2 will be referred to as the "grantee". By drawing funds against this grant award, the grantee is
3 providing the certification that it is required by regulations implementing the Drug-Free
4 Workplace Act of 1988, 45 CFR Part 76, Subpart F. These regulations require certification by
5 grantees that they will maintain a drug-free workplace. False certification or violation of the
6 certification shall be grounds for suspension of payments, suspension or termination of grants,
7 or government wide suspension or debarment. Contractor shall also comply with the
8 requirements of the Drug-Free Workplace Act of 1990 (California Government Code section
9 8350 et seq.).

10 **14.14 Grievances.** Contractor shall establish procedures for handling client complaints
11 and/or grievances. Such procedures will include provisions for informing clients of their rights to
12 a State Hearing to resolve such issues when appropriate.

13 **14.15 Lobbying and Political Activity.** None of the funds provided under this Agreement
14 shall be used for publicity, lobbying or propaganda purposes designed to support or defeat
15 legislation pending in the Congress of the United States of America or the Legislature of the
16 State of California. Contractor shall not directly or indirectly use any of the funds under this
17 Agreement for any political activity or to further the election or defeat of any candidate for public
18 office.

19 **14.16 Clean Air Act and the Federal Water Pollution Control Act.** If the compensation
20 to be paid by the County under this Agreement exceeds One Hundred Fifty Thousand and
21 No/100 Dollars (\$150,000) of Federal funding, Contractor agrees to comply with all applicable
22 standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q)
23 and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations
24 must be reported to the Federal awarding agency and the Regional Office of the Environmental
25 Protection Agency (EPA).

26 **14.17 Procurement of Recovered Materials.** If compensation to be paid by the County
27 under this Agreement is funded in whole or in part with Federal funding, In the performance of
28 this Agreement, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as

1 amended by the Resource Conservation and Recovery Act. The requirements of Section 6002
2 include procuring only items designated in guidelines of the Environmental Protection Agency
3 (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials
4 practicable, consistent with maintaining a satisfactory level of competition, where the purchase
5 price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding
6 fiscal year exceeded \$10,000; procuring solid waste management services in a manner that
7 maximizes energy and resource recovery; and establishing an affirmative procurement program
8 for procurement of recovered materials identified in the EPA guidelines.

9 14.18 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
10 of the Contractor under this Agreement on any one or more occasions is not a waiver of
11 performance of any continuing or other obligation of the Contractor and does not prohibit
12 enforcement by the County of any obligation on any other occasion.

13 14.19 **Child Support Compliance Act.** If compensation to be paid by the County under
14 this Agreement includes State funding in excess of \$100,000, the Contractor acknowledges in
15 accordance with Public Contract Code 7110, that:

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

21 (B) Contractor to the best of its knowledge is fully complying with the earnings
22 assignment orders of all employees and is providing the names of all new employees to
23 the New Hire Registry maintained by the California Employment Development
24 Department.

25 14.20 **Priority Hiring Considerations.** If compensation to be paid by the County under this
26 Agreement includes State funding and services in excess of \$200,000, Contractor shall give
27 priority consideration in filling vacancies in positions funded by the Agreement to qualified
28

recipients of aid under Welfare and Institutions Code Section 11200, in accordance with Public Contract Code Section 10353.

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

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

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

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

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

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

(A) An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.

(B) Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or

1 judicial proceeding, and (2) has the same force and effect as the valid original
2 handwritten signature of that person.

3 (C) The provisions of this section satisfy the requirements of Civil Code section
4 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
5 Part 2, Title 2.5, beginning with section 1633.1).

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

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

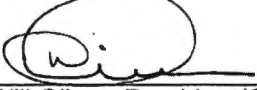
13 14.25 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
14 original, and all of which together constitute this Agreement.

15 [SIGNATURE PAGE FOLLOWS]
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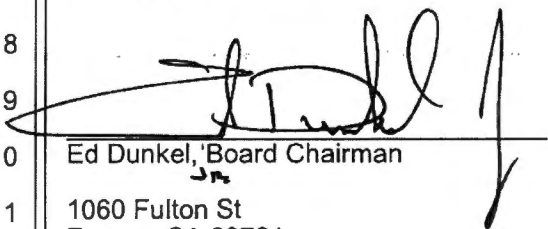
1 The parties are signing this Agreement on the date stated in the introductory clause.

2 THE ECONOMIC DEVELOPMENT
3 CORPORATION SERVING FRESNO
4 COUNTY

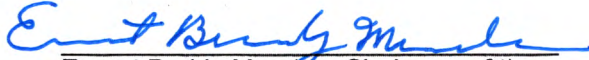
COUNTY OF FRESNO

5 
6 Will Oliver, President/CEO

7 1060 Fulton St 4th Floor
8 Fresno, CA 93721

9 
10 Ed Dunkel, Board Chairman

11 1060 Fulton St
12 Fresno, CA 93721


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

By: 
Deputy

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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Exhibit A

SCOPE OF SERVICES

ORGANIZATION: Fresno County Economic Development Corporation

SERVICES: Employment Services, Marketing, and Web Development

MAILING ADDRESS: 1060 Fulton St, Fresno, CA 93721

TELEPHONE: 559-476-2500

CONTACT: Will Oliver

EMAIL: woliver@fresnoedc.com

CONTRACTOR

AMOUNT/TERMS:	\$799,000	10/01/2025 to 06/30/2026
	\$1,065,630	07/01/2026 to 06/30/2027
	\$1,065,630	07/01/2027 to 06/30/2028
	\$1,065,630	07/01/2028 to 06/30/2029 (optional)
	\$1,065,630	07/01/2029 to 06/30/2030 (optional)

A. SCOPE OF SERVICES:

The **Fresno County Economic Development Corporation (EDC) (CONTRACTOR)** will provide services to assist the **Department of Social Services (DSS)** in job creation, leveraging vocational training, updating and maintaining the Ready2Hire website, and promote, market, and recruit businesses for The New Employment Opportunities Expanded Subsidized Employment (NEO ESE) Program.

CONTRACTOR shall assess industry and employment trends, and, in partnership with DSS, identify current leveraged, i.e., funded by other sources, training needs which lead to long-term employment, with the objective that California Work Opportunity and Responsibility to Kids (CalWORKs) Welfare to Work (WTW) participants obtain and retain employment that leads to self-sufficiency.

For DSS employment programs, CONTRACTOR will serve as the sole point of contact for all interested and participating **employers (EMPLOYER)**. DSS intends to provide short term wage reimbursement to qualified EMPLOYERS willing and able to hire CalWORKs WTW participants. Through these efforts, CalWORKs WTW participants gain valuable work experience, develop their skills, and transition into long-term employment. EMPLOYERS are expected to make good faith efforts to retain employees beyond the subsidized employment period.

All EMPLOYERS will work with CONTRACTOR, and DSS, as necessary, on all matters pertaining to this contract.

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CONTRACTOR will provide regular maintenance and upgrades to the Ready2Hire website to gather EMPLOYER and CalWORKs WTW Participant information to facilitate employment through its job-matching function, which recommends employment connections between EMPLOYERS and CalWORKs WTW Participants, based on the CalWORKs WTW Participants' skills and experience. The Ready2Hire website will also collect data and generate reports regarding CalWORKs WTW Participants, EMPLOYER, employment positions, employment status, invoices, and reimbursement. Additional features may be added to the Ready2Hire website, as needed, contingent upon availability of funding.

The CONTRACTOR shall provide DSS with a Staffing Plan allocating the contract's Salaries, Benefits, and Payroll Taxes across Full-Time Equivalents. With prior approval, the CONTRACTOR may amend the Staffing Plan as circumstances dictate to maximize the effectiveness of the program for DSS in accordance with the Outcomes and Services in this Scope.

B. CONTRACTOR'S RESPONSIBILITIES:

CONTRACTOR is to ensure the employment of a subsidized participant:

- a. Does not result in the displacement of currently employed workers or impair existing contracts.
- b. Shall be subject to the same hours of work, rules and regulations, rate of pay and accorded the same benefits as other non-subsidized employees of EMPLOYER.
- c. Shall be compensated equitably to similarly situated employees and will be no less than the minimum or prevailing wage.
- d. Shall not be hired or remain working in any position when any person not supported by this Agreement is on layoff from the same or substantially equivalent job, or at a location affected by a labor dispute involving a work stoppage.
- e. Shall not infringe on promotional opportunities of regular employees.
- f. Shall be provided with Worker's Compensation coverage and with safety instructions and equipment necessary for reasonable protection against injury and damage.
- g. Shall not encompass political and/or sectarian activities, or the

Exhibit A

promotion or deterrence of union organizing.

h. Shall provide a grievance procedure for participants which will include the requirements outlined in Manual Policies and Procedures (MPP) Section 42-720.4, by this reference incorporated herein and at a minimum include:

- i. Information about the employees' rights under the law regarding displacement by a subsidized participant;
- ii. Information about the informal resolution and formal hearing processes;
- iii. Specific requirements about how to submit a grievance; and
- iv. Where to send the grievance.

A notice will be developed for the EMPLOYER use and will be distributed to EMPLOYER upon placement of a subsidized participant.

- i. Will not occur if a member of the subsidized employee's immediate family is the EMPLOYER or a person engaged in an administrative capacity for the EMPLOYER.

CONTRACTOR shall provide the following services:

I. SUBSIDIZED EMPLOYMENT:

- a. CONTRACTOR shall ensure that each EMPLOYER attends a mandatory subsidized employment program orientation with a CONTRACTOR representative prior to employing a referred participant.
- b. CONTRACTOR shall ensure that each EMPLOYER designates a private location on site and permits CONTRACTOR or DSS staff to meet with the employee at the work site, if necessary.
- c. CONTRACTOR shall ensure that each EMPLOYER provides a list of all CalWORKs WTW participants' ancillary service needs, including but not limited to clothing, tools, and equipment, necessary for participation in employment.
- d. CONTRACTOR shall ensure that each EMPLOYER informs CONTRACTOR of a CalWORKs WTW participant's employment

Exhibit A

performance issues at least ten (10) business days prior to job termination, to allow time for resolution.

- e. CONTRACTOR shall require each EMPLOYER to notify CONTRACTOR by telephone or email on the first day of placement that the CalWORKs WTW participant has begun employment activities.
- f. CONTRACTOR shall ensure that each EMPLOYER notifies CONTRACTOR by telephone or email within three (3) business days of a participant's employment termination.
- g. CONTRACTOR shall ensure all EMPLOYERS comply with all applicable Federal, State of California, and local laws regarding employment and training programs.
- h. CONTRACTOR will work with EMPLOYER to ensure timely placement and wage reimbursement processing.
 - i. CONTRACTOR will have EMPLOYER notify CONTRACTOR upon extending a job offer to CalWORKs WTW participant.
 - ii. CONTRACTOR will submit the required DSS form (ES 0225) to initiate the subsidized employment placement with CalWORKs WTW participant.
 - iii. CONTRACTOR will ensure that EMPLOYER observes a ten (10) business day waiting period after agreeing to hire a CalWORKs WTW participant through submitting DSS form ES 0225. The CalWORKs WTW participant may not begin their subsidized employment placement until the ten (10) business day waiting period has been completed prior to the placement start date.
 - iv. CONTRACTOR shall ensure that each EMPLOYER does not allow a CalWORKs WTW participant to begin employment before the confirmed start date and shall ensure that EMPLOYER understand that wage reimbursement will be forfeited for any days worked prior to the confirmed start date.
 - v. CONTRACTOR shall ensure that each EMPLOYER submits any subsidy period extension request to CONTRACTOR using form ES 0224 no later than thirty (30) calendar days prior to the end of the current placement period. CONTRACTOR shall

Exhibit A

ensure that EMPLOYER understand that if the ES 0224 is not submitted timely, the extension will be denied, and the original subsidized employment contract end date will be upheld.

vi. EMPLOYER may request an extension, and it may be granted if DSS determines that the additional time will increase the likelihood of either of the following:

1. The participant obtaining unsubsidized employment with the participating EMPLOYER
2. The participant obtaining specific skills and experiences relevant for unsubsidized employment in a particular field.
3. In addition to the criteria listed above in this same section, the EMPLOYER agrees to an increase in the WTW participant's wages for the first extension period.

i. CONTRACTOR will work directly with EMPLOYERS that are represented by third parties to address any participant complaints toward either the third-party representative or EMPLOYER.

j. CONTRACTOR shall ensure that each EMPLOYER provides all non-union employees staffed at worksites with CalWORKs WTW participants with information regarding their rights to file displacement grievances, in accordance with All County Information Notice No. I-33-13, which is incorporated herein by reference.

II. CONTRACT COMPLIANCE:

a. CONTRACTOR will work with EMPLOYER in all matters related to contract compliance.

b. CONTRACTOR shall track and maintain all contract documents, and ensure all documents are current.

c. CONTRACTOR shall review all EMPLOYER required documents, including but not limited to tax forms and insurance policies (as indicated in Exhibit D of this Agreement) with correct endorsements, to ensure accuracy and completeness prior to submitting documents to DSS.

d. CONTRACTOR will ensure that EMPLOYER submit updated contract compliance documents to CONTRACTOR within thirty (30) calendar days of the documents' expiration. Failure to do so will result in the

Exhibit A

ineligibility of the EMPLOYER to receive wage reimbursement funds and the suspension of WTW participant placements at the affected worksite(s).

- e. CONTRACTOR shall maintain records of EMPLOYER contract documentation, job offer request forms and statuses, extension request forms and statuses, placement periods, and job offer outcomes.
- f. CONTRACTOR shall ensure that all EMPLOYER required contract compliance documents are submitted to CONTRACTOR within thirty (30) calendar days after expiration of documents.
- g. CONTRACTOR will place EMPLOYER who fails to submit the required documentation to CONTRACTOR within the thirty (30) calendar day timeframe will be placed on the inactive list. While inactive, the EMPLOYER shall not be permitted to place WTW participants in any worksite placements, nor will the EMPLOYER be eligible to receive wage reimbursement funds.
- h. CONTRACTOR will ensure that EMPLOYER shall be solely responsible for paying any participant wages incurred during the period in which EMPLOYER is on the inactive list.

III. BUSINESS RECRUITMENT AND ENROLLMENT:

- a. CONTRACTOR shall conduct research and data analysis to identify prospective industries and companies, both new and existing, suitable for participation in the NEO ESE program.
- b. CONTRACTOR shall create new employment opportunities through the recruitment and enrollment of both newly located and existing businesses into the NEO ESE program.
- c. CONTRACTOR shall identify and report current and projected industry trends in Fresno County on a quarterly basis.
- d. CONTRACTOR shall record and track business recruitment activities, EMPLOYER feedback, participation rates, and any additional outcomes as requested by DSS.
- e. CONTRACTOR will update DSS on new and upcoming developments regarding employment and training opportunities.

Exhibit A

1 f. CONTRACTOR will conduct meetings with DSS Staff, quarterly or as
2 needed, to discuss:

- 3 i. Upcoming recruitments
- 4 ii. Labor market conditions
- 5 iii. CalWORKs WTW participant pool availability

6 IV. MARKETING CAMPAIGN:

- 7 a. CONTRACTOR shall develop and implement, with the approval of
8 DSS Director or designee, a marketing and media campaign for DSS
9 employment programs and events to private industry employers,
10 municipal bodies, and local nonprofit agencies.
- 11 b. CONTRACTOR shall market the CalWORKs WTW job-ready
12 participant pool to all potential existing and newly located businesses.
13 CalWORKs WTW participants shall be given early access to job
14 openings when possible.
- 15 c. CONTRACTOR shall record and track information regarding
16 marketing schedules, activities, business feedback, including how
17 each business heard about the ESE Program, and additional
18 outcomes as requested by DSS. CONTRACTOR shall provide
19 marketing campaign updates and outcomes to DSS quarterly.

20 V. TRAINING:

- 21 a. CONTRACTOR shall identify workforce demands and potential
22 training programs to meet such demands and potential
23 subcontractor(s) to provide training services.
- 24 b. CONTRACTOR shall provide DSS with a report, which describes the
25 workforce demand, training needs for CalWORKs WTW Participants,
26 potential training programs to address workforce demand and
27 minimum requirements for CalWORKs WTW Participant referrals.
 - 28 i. CONTRACTOR shall submit the written report to DSS at a
minimum sixty (60) days before the potential start date of each
new training program for DSS approval.
 - ii. DSS shall assess training outcomes to determine if a
subcontracted training program will be approved for future
training sessions, contingent upon availability of funds.

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- c. CONTRACTOR shall provide DSS with annual leveraged training calendar (July 1st – June 30th) funded outside of this agreement by May 1st of each annual contract term. Contingent upon availability of additional funds, subcontracted trainings will be added to the calendar when authorized by DSS.
- d. CONTRACTOR shall provide regular updates of CalWORKs WTW Participants' progress and attendance for each leveraged and subcontracted training program.
 - i. Collaborate with DSS staff to obtain CalWORKs WTW Participant attendance, performance, and progress information.
 - ii. Collaborate with DSS staff to obtain CalWORKs WTW Participant evaluations regarding training programs, instructors, and program logistics.
 - iii. Conduct initial site visits with DSS and regular site visits thereafter.
 - iv. Notify DSS of any changes to the training program, curriculum and location.
- e. CONTRACTOR shall provide employment and retention data for CalWORKs WTW Participant for a total of twelve (12) months after completion of a subcontracted training program. CONTRACTOR shall provide to DSS employment and retention data for CalWORKs WTW Participants enrolled in leveraged training programs in accordance with the established reporting requirements of the funder(s) of these programs. CONTRACTOR shall ensure the list of the reporting requirements are shared with DSS.
- f. CONTRACTOR shall facilitate meetings between DSS and subcontracted training providers upon DSS request. CONTRACTOR shall endeavor to facilitate meetings between DSS and leveraged training providers as needed.
- g. CONTRACTOR shall ensure appropriate materials and supplies are available for subcontracted training programs. CONTRACTOR shall work with DSS and leveraged training providers to ensure CalWORKs WTW Participants received required materials and supplies if eligible for such supports.
- h. CONTRACTOR shall ensure subcontractor(s) are compensated for trainings in a timely manner.

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VI. EMPLOYER APPROVAL PROCESS

- a. CONTRACTOR will serve as the sole point of contact for EMPLOYER approved and interested in participating in DSS programs.
- b. CONTRACTOR shall provide prospective Employer with requirements for participation in the program. CONTRACTOR shall review all documents for accuracy and completeness and submit them to DSS Director or designee for final approval.
- c. CONTRACTOR shall provide prospective EMPLOYER with requirements for participation in the program. CONTRACTOR shall review all documents for accuracy and completeness and submit them to DSS Director or designee for final approval prior to authorizing any subsidized reimbursements.
- d. CONTRACTOR shall track and maintain all contract documents, and ensure all documents are current.
- e. CONTRACTOR shall collect, review, and submit updated contract compliance documents on behalf of EMPLOYER to DSS within thirty (30) calendar days of the documents' expiration. Failure to do so will result in the ineligibility of the EMPLOYER to receive wage reimbursement funds and the suspension of WTW participant placements at the affected worksite(s).
- f. CONTRACTOR shall maintain records of EMPLOYER contract documentation, job offer request forms and statuses, extension request forms and statuses, placement periods, and job offer outcomes.
- g. CONTRACTOR shall contact EMPLOYERS interested in participating in the subsidized employment program within three (3) business days of referral, including EMPLOYERS referred by DSS staff.
- h. CONTRACTOR and DSS shall mutually assess and determine individual EMPLOYERS' appropriateness to participate in DSS Programs and when an EMPLOYER should no longer participate in DSS Programs.

VII. Ready2Hire Website User Guides:

- a. CONTRACTOR shall update and maintain the Ready2Hire website

Exhibit A

(www.Ready2Hire.org) modules based on the assessed needs of DSS.

- b. CONTRACTOR shall define each security profile category created for the Ready2Hire website, including the function and restrictions of each.
 - i. The security profiles will be accessible for designated DSS staff on the Ready2Hire website and, upon request, on a separate document.
 - ii. CONTRACTOR and DSS shall develop and implement a protocol to add, update, change, or delete security profiles within Ready2Hire regularly to ensure data is up to date. The protocol shall be completed no later than three (3) months after the execution of this Agreement by all parties.
- c. CONTRACTOR shall update website user guides in coordination with DSS to meet DSS and DSS Participant needs for each Ready2Hire website security profile category, including but not limited to CalWORKs WTW Participant, EMPLOYER, and DSS staff.
- d. CONTRACTOR shall provide updated Ready2Hire website user guides within five (5) business days of implementation of a new module, or after updates, patches, or other changes to the Ready2Hire website are completed.
- e. CONTRACTOR shall provide DSS and EMPLOYER with training and ongoing support for the Ready2Hire website.

VIII. Ready2Hire Website Use and Registration:

- a. CONTRACTOR shall ensure employee registration is not open to the general public and limited to individuals approved by DSS to use the Ready2Hire website.
 - i. DSS shall provide CONTRACTOR a monthly list of CalWORKs WTW Participants qualified to register in the Ready2Hire website.
 - ii. DSS shall notify CONTRACTOR immediately if CalWORKs WTW Participants are unable to register on the Ready2Hire website.
 - iii. CONTRACTOR shall work expeditiously with EMPLOYER to resolve registration errors and provide regular updates and

Exhibit A

1 notify DSS when the correction is completed.

- 2 b. CONTRACTOR shall ensure job fairs, employment, training or
3 educational opportunities are available and posted on the Ready2Hire
4 website homepage.
- 5 c. CONTRACTOR shall review the Ready2Hire website homepage at
6 minimum on a bi-weekly to ensure all information is current.
- 7 d. CONTRACTOR shall restrict EMPLOYER registration in the
8 Ready2Hire website to EMPLOYER approved by the DSS Director or
9 designee.
- 10 e. CONTRACTOR is to ensure the proper functioning of the Help and
11 Information features to assist users in navigating and completing fields
12 on the website, that users are able to search and sort information
13 stored on the site, and that each hyperlink on the Ready2Hire website
14 functions properly.
- 15 f. CONTRACTOR shall work expeditiously with EMPLOYER(S)
16 maintaining the Ready2Hire website when notified by DSS of hyperlink
17 malfunctions and provide regular updates and notify DSS when the
18 corrections are completed.

19 **IX. Timesheet, Employee Progress Report/Evaluation, and Invoice** 20 **Requirements:**

- 21 a. CONTRACTOR will inform approved EMPLOYER that the utilization
22 of the Ready2Hire website is mandatory to participate for DSS
23 programs. No exceptions will be made.
- 24 b. CONTRACTOR will ensure that EMPLOYERS submit timesheets and
25 evaluations for employee wage reimbursement by the 10th of each
26 month for the previous month's expenditures.
 - 27 i. Payments by DSS shall be in arrears, for actual wages paid
28 during the preceding month, within forty-five (45) days after
receipt, verification, and approval of EMPLOYER's invoices by
DSS. A detailed monthly employee progress report/evaluation,
regarding employee performance should accompany each
invoice. The forty-five (45) day period will restart upon
resubmission of an invoice that was returned due to errors,
omissions, or failure to meet required format or detail.

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- c. CONTRACTOR shall ensure approved EMPLOYERS complete and submit monthly timesheets and employee progress reports/evaluations for each employee via the Ready2Hire website and note the date when the recorded information was shared with the employee.
 - i. CONTRACTOR shall inform EMPLOYERS that failure to complete both the timesheet and employee progress report/evaluation portions of Ready2Hire will result in a non-payment of invoice or a delay of reimbursement for wages.
- d. CONTRACTOR and DSS shall develop a protocol for EMPLOYERS to conduct verifications of timecards and monthly evaluations are conducted in accordance with the rules and regulations of the State Department of Industrial Relations, Federal rules and regulations and any other applicable rules, regulations or local ordinances.
- e. CONTRACTOR shall ensure EMPLOYERS submit timesheets and evaluations for employee wage reimbursement by the 10th of each month for the previous month's expenditures.
- f. CONTRACTOR shall ensure timesheets reflect actual hours worked by each employee, including overtime hours, for the approved job placement period.
 - i. If a correction is required for timesheet reimbursement, CONTRACTOR shall contact and direct EMPLOYER to correct and resubmit the timesheet.
 - ii. If EMPLOYER does not correct or provide the timesheet, DSS shall have the right to withhold payment in accordance with Article Three (3) of this Agreement.
- g. CONTRACTOR shall ensure the Ready2Hire evaluation module includes details specific to each employee's work performance.
 - i. Evaluation comments must be specific. DSS will not accept or approve invoices with generic evaluation comments. Failure to provide sufficient information will result in delayed payments.
 - ii. CONTRACTOR and DSS may modify or update the evaluation module at the discretion of the DSS Director or designee.
- h. CONTRACTOR will develop and implement in coordination with DSS,

Exhibit A

a uniform timesheet review and response protocol to address payment delays from DSS to EMPLOYER. The protocol shall include but is not limited to the response time for each EMPLOYER, CONTRACTOR and, DSS to address and obtain resolution to the issue(s).

- i. CONTRACTOR will provide invoices in PDF format via Ready2Hire.

X. Ready2Hire Job Posts and Job Matching:

- a. CONTRACTOR will require all EMPLOYERS to utilize the Ready2Hire website. No exceptions will be made.
- b. CONTRACTOR shall review all job posts and ensure that all relevant information is provided. Relevant information may include but is not limited to:
 - i. Minimum Requirements: skills, education level, licenses/certification, training, experience and language skills.
 - ii. Equipment Needs: pre-employment screens, tools and work attire.
 - iii. Work Schedule: work site, hours, wage and possibility of overtime.
 - iv. Number of positions available per job post.
- c. CONTRACTOR shall require EMPLOYERS to register on the subsidized employment website at: <https://ready2hire.org/> (Ready2Hire) and set up an Employer account to manage requests for employees and new hire information. EMPLOYERS who fail to add their new hire information on the website will not receive wage reimbursement until completed.
- d. CONTRACTOR shall remove all outdated or filled job posts one (1) business day after CONTRACTOR is notified the job post is obsolete.
- e. CONTRACTOR shall encourage EMPLOYERS to post any and all available job positions on the Ready2Hire website.
- f. CONTRACTOR shall ensure the job matching functionality in the Ready2Hire website works properly. CONTRACTOR shall make the appropriate changes to correct malfunctions, and notify DSS of corrections or status, within two (2) business days.
- g. CONTRACTOR shall enable interview request features for

Exhibit A

EMPLOYER and CalWORKs WTW Participant.

XI. Job Recruitments:

- a. CONTRACTOR shall ensure job recruitments are limited in quantity and individually approved by DSS. Job recruitments may occur for one of the following circumstances:
 - i. CONTRACTOR and the EMPLOYER have reviewed all DSS CalWORKs WTW Participant registered on the website and are unable to find a qualified candidate for employment.
 - ii. The EMPLOYER has an immediate need to hire more than five (5) DSS CalWORKs WTW Participant at the same time.
- b. CONTRACTOR shall facilitate all job recruitments, secure recruitment sites and provide signage and supplies. DSS staff shall work with CalWORKs WTW Participants to prepare for job recruitments and be present during job recruitments to support CalWORKs WTW Participant on-site.
- c. CONTRACTOR shall ensure jobs offered through job recruitments do not begin until the DSS has approved the job placement through the confirmation process established by DSS.

XII. Job Placement, Retention, and Termination:

- a. CONTRACTOR shall update the Ready2Hire website to reflect the job placement start and end date, upon DSS confirmation of the CalWORKs WTW Participants' eligibility for job placement, within three (3) business days.
- b. CONTRACTOR shall update CalWORKs WTW Participant statuses in the website within three (3) business days of any status change.
- c. CONTRACTOR shall contact the EMPLOYER on the first day of placement to verify that the employee arrived for work. CONTRACTOR shall update the verification fields on the website within three (3) business days of contact with the EMPLOYER.
- d. CONTRACTOR shall contact the EMPLOYER ten (10) days following the placement start date, and monthly thereafter, to ensure all EMPLOYER concerns are addressed. CONTRACTOR shall update the verification date for the placement after each contact with the

Exhibit A

1 EMPLOYER. CONTRACTOR shall notify DSS within three (3)
2 business days should the EMPLOYER provide information regarding
3 the employee that requires immediate action from DSS.

- 4 i. Notify DSS within three (3) business days when an EMPLOYER
5 informs CONTRACTOR of urgent issues or concerns with a
6 placement which could affect employment.
- 7 ii. Contact the EMPLOYER upon notification from DSS of an
8 employee's complaint regarding the EMPLOYER and provide a
9 status update or resolution to DSS within ten (10) business days
10 of initial complaint notification.
- 11 e. CONTRACTOR shall update the placement end date to reflect the last
12 day worked and enter the reason for early termination within three (3)
13 business days of termination notification from the EMPLOYER.
- 14 f. CONTRACTOR shall update the placement end date upon DSS
15 approval of an extension to the job placement within three (3) business
16 days of approval.
- 17 g. CONTRACTOR shall ensure all placements do not start prior to the
18 placement start date confirmed by DSS.
- 19 h. CONTRACTOR shall ensure all job placements are captured in the
20 Ready2Hire website.
- 21 i. CONTRACTOR shall provide retention data for DSS Participants for a
22 total of twelve (12) months after a subsidized placement has ended.

23 **XIII. Third-Party Representatives for EMPLOYER:**

- 24 a. CONTRACTOR may engage with a third-party representative of an
25 EMPLOYER but is not obligated to collaborate or communicate with
26 any third-party representative.
- 27 b. If CONTRACTOR chooses to engage third-party representatives,
28 CONTRACTOR shall not communicate with a third party on behalf of
an EMPLOYER until written approval is received from EMPLOYER
and reviewed, verified and approved by CONTRACTOR.
- c. Retain an original written approval from each EMPLOYER using the
form mentioned above to authorize third party representative
responsibilities. CONTRACTOR shall retain an original copy and

Exhibit A

provide a copy to DSS within one (1) business day of receipt from the EMPLOYER.

- d. Obtain written notification from the EMPLOYER upon retraction or modification of the third-party representative responsibilities as defined in the written approval. CONTRACTOR shall retain an original notice and provide a copy to DSS within one (1) business day of receipt from EMPLOYER.
- e. CONTRACTOR is responsible for any approved and authorized third-party representing an EMPLOYER to adhere to all local, State and Federal privacy rules and regulations, including DSS Medi-Cal Privacy and Data Security.
- f. CONTRACTOR shall serve as the sole point of contact for third-party representatives of EMPLOYERS, as DSS does not have a contractual relationship with any third party representing a participating EMPLOYER.
- g. CONTRACTOR shall work directly with an EMPLOYER if a CalWORKs WTW Participant makes a complaint regarding the third-party representative.
- h. DSS shall not respond verbally or in writing to inquiries by a third-party representative or provide information about any EMPLOYER or employee. All third-party inquiries shall be directed to CONTRACTOR.
- i. CONTRACTOR shall develop a protocol for third party representatives to ensure monthly evaluations are completed in accordance with DSS requirements, and verify timesheets are completed in accordance with State and Federal rules and regulations as enforced by the State Department of Industrial Relations, and any other applicable rules, regulations or local ordinances.

XIV. CIVIL RIGHTS AND PRIVACY TRAINING

- a. CONTRACTOR, its employees, agents, and officers will require all of its EMPLOYERS to comply with the following Civil Rights and Privacy training requirements:
 - i. Provide Civil Rights and Privacy training to their staff within thirty (30) days of the commencement of this Agreement.

Exhibit A

- ii. Provide annual Civil Rights and Privacy training to their staff in the beginning of every calendar year and will provide relevant proof of completion to DSS by April 1st of every calendar year.
- iii. Ensure all new hires receive Civil Rights and Privacy training and proof of completion is submitted to DSS within thirty (30) days of their hire.

C. DSS RESPONSIBILITIES:

I. REFERRAL AND COORDINATION OF ACTIVITIES

- a. DSS will provide pamphlets and flyers provided by CONTRACTOR to CalWORKs WTW participants.
- b. DSS will screen and refer eligible, job-ready (individuals who have overcome barriers and are seeking and willing to gain employment) CalWORKs WTW participants based on minimum qualifications provided by CONTRACTOR and EMPLOYERS as training cohorts and subsidized employment opportunities become available.
- c. DSS will provide CalWORKs WTW participants with basic employment skills training or certify that the participant has sufficient workplace skills to be successful in the employment placement considered based on prior work history.
 - a. Workplace skills may include, but not be limited to:
 - Attendance
 - Timeliness
 - Appropriate Dress
 - Communication
 - Conflict resolution
- d. DSS will coordinate with CONTRACTOR to acquire job specific training and/or certification as may be required for their subsidized employment placement, contingent upon available funding.
- e. DSS will meet with CONTRACTOR staff as often as needed to exchange information, resolve problems and work together to coordinate services.
- f. DSS will ensure that each CalWORKs WTW participant has an assigned Case Managing Job Specialist (CMJS).

Exhibit A

- g. DSS will work with the CalWORKs WTW participant to address barriers to employment, within the scope and limitations of the CalWORKs program, including but not limited to assistance with transportation, childcare, clothing, tools and equipment.
- h. DSS will establish formal communication pathways to facilitate communication with CONTRACTOR.
 - i. CONTRACTOR shall utilize the DSS-designated mailbox (dssneo@fresnocountyca.gov) as the primary communication channel for all matters related to EMPLOYER reimbursement invoices, CalWORKs program inquiries, and other program-related issues.
 - ii. CONTRACTOR shall utilize the assigned DSS Staff Analyst's email for all matters related to contract compliance documentation and any questions pertaining to CONTRACTOR's own invoices.
- i. DSS will address employment concerns with CalWORKs WTW participant to increase employment retention within three (3) County business days.
- j. DSS Director or designee shall provide final approval of EMPLOYER submitted by CONTRACTOR within ten (10) business days, prior to subsidized employment placement.
 - i. Approval of EMPLOYER applications are contingent upon the accuracy and completeness of the submitted documentation. If documentation is incomplete or contains errors, it will be returned to CONTRACTOR for correction and resubmission by the EMPLOYER.
- k. DSS will review all required documents, including but not limited to tax forms and insurance policies with correct endorsements, to ensure accuracy and completeness in accordance with the requirements set forth in this agreement.

D. REPORTING AND OUTCOMES:

I. MEETING WITH DSS:

- a. CONTRACTOR will be responsible for meeting with DSS on a

Exhibit A

quarterly basis, or more frequently as determined by DSS, in accordance with the contract monitoring plan for service coordination, problem/issue resolution, information sharing, training, and review and monitoring of services.

II. REPORTING REQUIREMENTS:

- a. CONTRACTOR will be required to submit reports on a monthly basis, as well as additional reports upon DSS request. These reports shall include, but are not limited to, the following:
 1. The number of CalWORKs WTW participant served.
 2. Utilization of services by client.
 3. Other data as needed or requested by DSS.
- b. CONTRACTOR will track relevant client data as requested by DSS.
- c. CONTRACTOR will be required to maintain adequate files and records that meet all reporting requirements.

III. OUTCOMES

- a. New Approved or Renewed EMPLOYER: 75 newly approved or renewed EMPLOYER for subsidized employment, per contract year.
- b. Job Positions: 400 positions per contract year; minimum 75% full-time (i.e., 35 hours or more per week) positions.
- c. Job Placements: 150 new active job placements per year, in which the CalWORKs WTW Participant began work, contingent upon DSS referrals of job ready CalWORKs WTW Participants.
- d. Recruitment Events: 2 per contract year.
- e. Trainings: Leverage training programs funded through other resources to provide upskilling opportunities related to in-demand industries and/or occupations for CalWORKs WTW Participants. Contingent upon available funding, conduct a specified number of trainings/cohorts available primarily to CalWORKs WTW participants per contract year targeted toward job market demands and DSS vocational training needs.
- f. Retention:

Exhibit A

1. EMPLOYMENT: 75% retention rate for all completed job placements per contract year.
2. PARTICIPANT TRAINING: 75% of clients who complete a training will be employed 6 months after the training completes in the corresponding industry.

E. SUBSIDIZED EMPLOYMENT WAGE REIMBURSEMENT:

- a. EMPLOYER will be reimbursed for actual wages paid to subsidized employees, subject to available funding and programmatic discretion. Reimbursement will be provided based on actual wages paid and in accordance with guidelines established by DSS and California Department of Social Services (CDSS). Any continuation or extension of this agreement will be contingent upon funding availability and programmatic priorities.
- b. EMPLOYER interested in receiving wage reimbursements via Automated Clearing House (ACH) must initiate contact with the Fresno County Auditor-Controller/Treasurer-Tax Collector. Inquiries should be directed to the ACH processing mailbox at ACTTCAP-ACH@fresnocountyca.gov (subject to change). The ACH enrollment is not immediate and may require several weeks to complete.
 1. EMPLOYERS with multiple instances of fraud will be required to enroll in the ACH reimbursement process. Reimbursements will be withheld until the ACH setup has been successfully completed.
- c. EMPLOYER will be reimbursed in accordance with the tier payment identified below.

Wage Reimbursement Structure	
Placement Week	Wage Reimbursement
1-13	100%
14-26	75%
27-39 (if extension is granted)	50%
40-52 (if extension is granted)	25%

Exhibit B

Compensation

BUDGET SUMMARY - Term 1 (October 1, 2025 – June 30, 2026)

VENDOR NAME: Economic Development Corporation serving Fresno County

CATEGORY	BUDGET ITEM #	TOTAL
Salaries	0100	\$ 476,401
Payroll Taxes	0150	\$ 36,473
Benefits	0200	\$ 131,500
SUBTOTAL:		\$644,375
SERVICES & SUPPLIES		
Insurance	0250	\$ 3,750
Communications	0300	\$ 5,250
Office Expense	0350	\$ 14,000
Equipment	0400	\$ 1,500
Facilities	0450	\$ 0
Travel Costs	0500	\$ 18,750
Program Supplies	0550	\$ 22,500
Consultancy/Subcontracts	0600	\$ 15,000
Fiscal & Audits	0650	\$ 0
Training	0700	\$ 1,875
Indirect Costs	0750	\$ 72,000
SUBTOTAL:		\$ 154,625
TOTAL EXPENSES:		\$ 799,000

Exhibit B

BUDGET SUMMARY - Term 2 (July 1, 2026 – June 30, 2027)

VENDOR NAME: Economic Development Corporation serving Fresno County

CATEGORY	BUDGET ITEM #	TOTAL
Salaries	0100	\$635,499
Payroll Taxes	0150	\$48,631
Benefits	0200	\$180,000
SUBTOTAL:		\$864,130
SERVICES & SUPPLIES		
Insurance	0250	\$5,000
Communications	0300	\$7,000
Office Expense	0350	\$14,000
Equipment	0400	\$2,000
Facilities	0450	\$0
Travel Costs	0500	\$25,000
Program Supplies	0550	\$30,000
Consultancy/Subcontracts	0600	\$20,000
Fiscal & Audits	0650	\$0
Training	0700	\$2,500
Indirect Costs	0750	\$96,000
SUBTOTAL:		\$201,500
TOTAL EXPENSES:		\$1,065,630

Exhibit B

BUDGET SUMMARY - Term 3 (July 1, 2027 – June 30, 2028)

VENDOR NAME: Economic Development Corporation serving Fresno County

CATEGORY	BUDGET ITEM #	TOTAL
Salaries	0100	\$635,499
Payroll Taxes	0150	\$48,631
Benefits	0200	\$180,000
SUBTOTAL:		\$864,130
SERVICES & SUPPLIES		
Insurance	0250	\$5,000
Communications	0300	\$7,000
Office Expense	0350	\$14,000
Equipment	0400	\$2,000
Facilities	0450	\$0
Travel Costs	0500	\$25,000
Program Supplies	0550	\$30,000
Consultancy/Subcontracts	0600	\$20,000
Fiscal & Audits	0650	\$0
Training	0700	\$2,500
Indirect Costs	0750	\$96,000
SUBTOTAL:		\$201,500
TOTAL EXPENSES:		\$1,065,630

Exhibit B

BUDGET SUMMARY - Term 4 (July 1, 2028– June 30, 2029 - OPTIONAL)

VENDOR NAME: Economic Development Corporation serving Fresno County

CATEGORY	BUDGET ITEM #	TOTAL
Salaries	0100	\$635,499
Payroll Taxes	0150	\$48,631
Benefits	0200	\$180,000
SUBTOTAL:		\$864,130
SERVICES & SUPPLIES		
Insurance	0250	\$5,000
Communications	0300	\$7,000
Office Expense	0350	\$14,000
Equipment	0400	\$2,000
Facilities	0450	\$0
Travel Costs	0500	\$25,000
Program Supplies	0550	\$30,000
Consultancy/Subcontracts	0600	\$20,000
Fiscal & Audits	0650	\$0
Training	0700	\$2,500
Indirect Costs	0750	\$96,000
SUBTOTAL:		\$201,500
TOTAL EXPENSES:		\$1,065,630

Exhibit B

BUDGET SUMMARY - Term 5 (July 1, 2029 – June 30, 2030 - OPTIONAL)

VENDOR NAME: Economic Development Corporation serving Fresno County

CATEGORY	BUDGET ITEM #	TOTAL
Salaries	0100	\$635,499
Payroll Taxes	0150	\$48,631
Benefits	0200	\$180,000
SUBTOTAL:		\$864,130
SERVICES & SUPPLIES		
Insurance	0250	\$5,000
Communications	0300	\$7,000
Office Expense	0350	\$14,000
Equipment	0400	\$2,000
Facilities	0450	\$0
Travel Costs	0500	\$25,000
Program Supplies	0550	\$30,000
Consultancy/Subcontracts	0600	\$20,000
Fiscal & Audits	0650	\$0
Training	0700	\$2,500
Indirect Costs	0750	\$96,000
SUBTOTAL:		\$201,500
TOTAL EXPENSES:		\$1,065,630

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

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

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) **Technology Professional Liability (Errors and Omissions).** Technology professional liability (errors and omissions) insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate. Coverage must encompass all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks.
- (F) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor's obligations under Article 12 of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion

Exhibit D

related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

2. Additional Requirements

- (A) **Verification of Coverage.** Within thirty (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, 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.
 - (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.
 - (iv) The technology professional liability insurance certificate must also state that coverage encompasses all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.
 - (v) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.
- (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.

Exhibit D

- (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 ten (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 thirty (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 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.
- (H) **Employers.** The Contractor shall require and verify that all Employers participating with Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement, except as indicated below. This paragraph does not authorize the Contractor to provide services under this Agreement using Employers.
- (i) **Commercial General Liability.** Commercial general liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy must be issued on a

Exhibit D

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.

- (ii) **Professional Liability.** If CONTRACTOR employs professional staff, (e.g., Ph.D., R.N., L.C.S.W.M.F.C.C.) in providing services, Professional Liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (iii) **Molestation Liability.** If CONTRACTOR employs staff to work with vulnerable persons such as children or the elderly, 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.