

## AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of April, 2024, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and READING AND BEYOND, a California non-profit corporation, whose address is 4670 E. Butler Avenue, Fresno, CA 93702, hereinafter referred to as "SUBRECIPIENT"

**RECITALS:**

COUNTY has a need for CalFresh Employment and Training (CFET) Services for recipients of Non-Assistance CalFresh (NACF) benefits residing in Fresno County; and

The Agricultural Act of 2014 was amended in 2018 to give the Food and Nutrition Service (FNS) the authority to reallocate unobligated, unexpended, 100 percent Employment and Training grant funds to continue the provision of CFET services for the previously funded 2014 Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T) Pilots; and

The COUNTY has applied for the above-mentioned reallocated funds to resume the aforementioned CFET services for NACF recipients in Fresno County and FNS granted reallocated CFET funds to Fresno County, and

The SUBRECIPIENT as the provider of services under the 2014 SNAP E&T Pilot, possesses the experience to provide the services to residents of Fresno County; and

COUNTY and SUBRECIPIENT have agreed to collaborate in the success of the CalFresh Employment and Training Program; and

COUNTY is authorized to enter into an Agreement with SUBRECIPIENT for such services pursuant to CalFresh Employment and Training and the rules and regulations of the California Department of Social Services

The parties therefore agree as follows:

## 1. SUBRECIPIENT'S OBLIGATIONS

SUBRECIPIENT shall perform all services as set forth in Exhibit A, Summary of Services, attached hereto and incorporated herein by this reference. SUBRECIPIENT shall provide specified services and activities pursuant to the staffing patterns and program expenses detailed in Exhibit B, Budget Summary, attached hereto and incorporated herein by this reference.

1           2.     TERM

2           The term of this Agreement shall commence on March 1, 2024 through and including  
3 September 30, 2024.

4           3.     TERMINATION

5           A.     Non-Allocation of Funds

6           The terms of this Agreement, and the services to be provided hereunder, are contingent  
7 on the approval of funds by the appropriating government agency. Should sufficient funds not be  
8 allocated, the services provided may be modified, or this Agreement terminated, at any time by giving  
9 the SUBRECIPIENT thirty (30) days advance written notice.

10          B.     Breach of Contract

11          The COUNTY may suspend or terminate this Agreement in whole or in part, where in the  
12 determination of the COUNTY there is a breach:

- 13          1)    Obtained or used funds illegally or improperly;
- 14          2)    A failure to comply with any term of this Agreement;
- 15          3)    A substantially incorrect or incomplete report submitted to the COUNTY; or
- 16          4)    Improperly performed any of its obligations under this Agreement.

17          Upon determining that a breach (as defined above) has occurred, COUNTY may give  
18 written notice of the breach to SUBRECIPIENT. The written notice may suspend performance under this  
19 Agreement, and must provide at least 30 days for SUBRECIPIENT to cure the breach.

20          If SUBRECIPIENT fails to cure the breach to COUNTY's satisfaction within the time  
21 stated in the written notice, COUNTY may terminate this Agreement immediately.

22          In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of  
23 any breach of this Agreement or any default which may then exist on the part of the SUBRECIPIENT.  
24 Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the  
25 breach or default. The COUNTY shall have the right to demand of the SUBRECIPIENT the repayment  
26 to the COUNTY of any funds disbursed to the SUBRECIPIENT under this Agreement, which in the  
27 judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The  
28 SUBRECIPIENT shall promptly refund any such funds upon demand.

1 Any termination of this Agreement by the COUNTY under this Section Three is without  
2 penalty to or further obligation of the COUNTY. This Section Three survives the termination of this  
3 Agreement.

4 C. Without Cause

5 Under circumstances other than those set forth above, this Agreement may be  
6 terminated by SUBRECIPIENT, COUNTY or COUNTY's DSS Director, or designee, upon the giving of  
7 thirty (30) days advance written notice of an intention to terminate this Agreement.

8 4. COMPENSATION

9 For actual services provided pursuant to the terms of this Agreement, COUNTY agrees  
10 to pay SUBRECIPIENT and SUBRECIPIENT agrees to receive compensation in accordance with the  
11 Exhibit B, Budget Summary. Mandated travel shall be reimbursed based on actual expenditures and  
12 mileage reimbursement shall be at SUBRECIPIENT's adopted rate per mile, not to exceed the IRS  
13 published rate. Payment shall be made upon certification or other proof satisfactory to COUNTY's DSS  
14 that services have been performed by SUBRECIPIENT as specified in this Agreement.

15 In no event shall compensation paid for services performed under this Agreement be in  
16 excess of Three Hundred Forty-Seven Thousand Eighty-Two and No/100 Dollars (\$347,082). In addition to  
17 payment for actual services performed, COUNTY shall reimburse SUBRECIPIENT for 50% of the  
18 ancillary/support service reimbursements made and claimed by the SUBRECIPIENT to participants served  
19 by SUBRECIPIENT under this Agreement. SUBRECIPIENT is responsible for paying the other 50% of the  
20 ancillary/support service reimbursements made and claimed by the SUBRECIPIENT. Total  
21 ancillary/support service expenditures made and claimed by the SUBRECIPIENT shall not exceed One  
22 Hundred Thousand and No/100 Dollars (\$100,000).

23 In no event shall the total compensation paid by COUNTY to SUBRECIPIENT under this  
24 Agreement, including for actual services performed and for 50% of the ancillary/support service  
25 reimbursements made and claimed by the SUBRECIPIENT, exceed Three Hundred Ninety-Seven  
26 Thousand Eighty-Two and No/100 Dollars (\$397,082).

27 The SUBRECIPIENT is solely responsible for all of its costs and expenses that are not  
28 specified as payable by the County under this Agreement. If SUBRECIPIENT should fail to comply with any

1 provision of the Agreement, COUNTY shall be relieved of its obligation for further compensation. Any  
2 compensation which is not expended by SUBRECIPIENT pursuant to the terms and conditions of this  
3 Agreement shall automatically revert to COUNTY.

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

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

16 5. INVOICING

17 SUBRECIPIENT shall invoice COUNTY's DSS in arrears by the tenth (10<sup>th</sup>) of each  
18 month for expenditures incurred and services rendered in the previous month to:  
19 DSSInvoices@fresnocountyca.gov. Payments by COUNTY's DSS shall be in arrears for actual services  
20 provided during the preceding month, within forty-five (45) days after receipt, verification, and approval  
21 of SUBRECIPIENT's invoices by COUNTY's DSS. A monthly activity report shall accompany the  
22 invoice, reflecting services supported by the invoiced expenditures and be in a form and in such detail  
23 as acceptable to the COUNTY's DSS. All final claims for funding shall be submitted by SUBRECIPIENT  
24 within sixty (60) days following the final month of services. At the discretion of COUNTY's DSS Director  
25 or his/her designee, COUNTY's DSS may deny payment of any invoice received more than sixty (60)  
26 days following the final month of services.

27 Monthly invoices must be submitted with accompanying back-up documentation, which  
28 must provide proof of payment for all costs billed on the invoice. Expenditures must be billed to the

1 invoice corresponding to the month in which the expenditure was paid. All expenditures shall be  
2 reimbursed on a cash basis and will not be reimbursed until paid by SUBRECIPIENT. Costs incurred via  
3 credit card are not considered paid until the credit card payment has been made and must be invoiced  
4 with verification of credit card payment included.

5                   At the discretion of COUNTY's DSS Director or designee, if an invoice is incorrect or is  
6 otherwise not in proper form or detail, COUNTY's DSS Director or designee shall have the right to  
7 withhold payment as to only that portion of the invoice that is incorrect or improper after five (5) days  
8 prior written notice or email correspondence to SUBRECIPIENT. SUBRECIPIENT agrees to continue to  
9 provide services for a period of ninety (90) days after written or email notification of an incorrect or  
10 improper invoice. If after the ninety (90) day period the invoice has still not been corrected to COUNTY's  
11 DSS satisfaction, COUNTY or COUNTY's DSS Director or designee may elect to terminate this  
12 Agreement, pursuant to the termination provisions stated in Paragraph Three (3) of this Agreement.

13                 6.        MODIFICATION

14                 A.        Any matters of this Agreement may be modified from time to time by the written  
15 consent of SUBRECIPIENT and COUNTY without, in any way, affecting the remainder.

16                 B.        Notwithstanding the above, changes to line items in Exhibit B, Budget Summary,  
17 in an amount not to exceed 10% of the total maximum compensation payable to the SUBRECIPIENT as  
18 identified in Section Four (4) of this Agreement, may be made with the written approval of COUNTY's  
19 DSS Director, or designee and SUBRECIPIENT. Budget line item changes shall not result in any  
20 change to the total maximum compensation amount payable to SUBRECIPIENT, as stated herein.

21                 C.        SUBRECIPIENT agrees that reductions to the maximum compensation set forth  
22 in Section Four (4) of this Agreement may be necessitated by a reduction in funding from State or  
23 Federal sources. Any such reduction to the maximum compensation may be made with the written  
24 approval of COUNTY's DSS Director or designee and SUBRECIPIENT. SUBRECIPIENT further  
25 understands that this Agreement is subject to any restrictions, limitations, or enactments of all legislative  
26 bodies which affect the provisions, term, or funding of this agreement in any manner. If the parties do  
27 not provide written approval for modification due to reduced funding, this Agreement may be terminated  
28 in accordance with Section 3.A. above.

1           7.     INSURANCE

2           SUBRECIPIENT shall comply with the insurance requirements in Exhibit to this  
3 Agreement.

4           8.     INDEPENDENT CONTRACTOR

5           In performance of the work, duties and obligations assumed by SUBRECIPIENT under  
6 this Agreement, it is mutually understood and agreed that SUBRECIPIENT, including any and all of the  
7 SUBRECIPIENT'S officers, agents, and employees will at all times be acting and performing as an  
8 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,  
9 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no  
10 right to control or supervise or direct the manner or method by which SUBRECIPIENT shall perform its  
11 work and function. However, COUNTY shall retain the right to verify that SUBRECIPIENT is performing  
12 its obligations in accordance with the terms and conditions of this Agreement.

13           SUBRECIPIENT and COUNTY shall comply with all applicable provisions of law and the  
14 rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject  
15 thereof.

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

24           9.     INDEMNITY AND DEFENSE

25           SUBRECIPIENT agrees to indemnify, save, hold harmless, and at COUNTY'S request,  
26 defend the COUNTY, its officers, agents, employees, and volunteers from any and all demands, injuries,  
27 damages, costs, and expenses (including attorney's fees and costs), , fines, penalties, liabilities, claims,  
28 and losses of any kind occurring or resulting to COUNTY, SUBRECIPIENT, or any third party that arise

1 from or relate to the performance, or failure to perform, by SUBRECIPIENT, its officers, agents, or  
2 employees, or subcontractors under this Agreement, and from any and all costs and expenses  
3 (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to  
4 any person, firm, or corporation who may be injured or damaged by the performance, or failure to  
5 perform, of SUBRECIPIENT, its officers, agents, or employees under this Agreement. COUNTY may  
6 conduct or participate in its own defense without affecting SUBRECIPIENT's obligation to indemnify and  
7 hold harmless or defend the COUNTY.

8                   The provisions of this Section Eight (8) shall survive termination of this Agreement.

9                   10. ASSIGNMENT AND SUBCONTRACTS

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

17                 11. CONFLICT OF INTEREST

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

25                 12. DISCLOSURE OF SELF-DEALING TRANSACTIONS

26                 This provision is only applicable if the SUBRECIPIENT is operating as a corporation or if  
27 during the term of the agreement, the SUBRECIPIENT changes its status to operate as a corporation.

28                 Members of the SUBRECIPIENT's Board of Directors shall disclose any self-dealing

1 transactions that they are a party to while SUBRECIPIENT is providing goods or performing services  
2 under this agreement. A self-dealing transaction shall mean a transaction to which the SUBRECIPIENT  
3 is a party and in which one or more of its directors has a material financial interest. Members of the  
4 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and  
5 signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit D and incorporated  
6 herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing  
7 transaction or immediately thereafter.

8           13.    NON-DISCRIMINATION

9           During the performance of this Agreement, SUBRECIPIENT and its officers, employees,  
10 agents and subcontractors shall not unlawfully discriminate in violation of any Federal, State or local  
11 law, rule or regulation against any employee or applicant for employment, or recipient of services under  
12 this Agreement, because of age, ethnic group identification, sex, gender, gender identity, gender  
13 expression, sexual orientation, color, physical disability, mental disability, medical condition, national  
14 origin, race, ancestry, genetic information, marital status, religion, religious creed, military status, or  
15 veteran status.

16           A.    Domestic Partners and Gender Identity

17           For State fund-funded contracts of \$100,000 or more, SUBRECIPIENT certifies  
18 that it complies with Public Contract Code Section 10295.3.

19           B.    Americans with Disabilities Act

20           SUBRECIPIENT shall comply with the Americans with Disabilities Act (ADA) of  
21 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and  
22 guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.)

23           C.    SUBRECIPIENT shall include the non-discrimination and compliance provisions  
24 of this section in all subcontracts to perform work under this Agreement.

25           14.    LIMITED ENGLISH PROFICIENCY

26           SUBRECIPIENT shall provide interpreting and translation services to persons  
27 participating in SUBRECIPIENT's services who have limited or no English language proficiency,  
28 including services to persons who are deaf or blind. Interpreter and translation services shall be

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

10       15. MEDI-CAL CONFIDENTIALITY

11           All services performed by SUBRECIPIENT under this Agreement shall be in strict  
12 conformance with all applicable Federal, State of California, and/or local laws and regulations relating to  
13 confidentiality. SUBRECIPIENT shall require its employees, agents, officers and subcontractors to  
14 comply with the provisions of Sections 10850 and 14100.2 of the Welfare and Institutions Code, as well  
15 as the California Department of Social Services (CDSS) Manual of Policies and Procedures, Division  
16 19-0000 and the California Department of Health Care Services (DHCS) Medi-Cal Eligibility Procedures  
17 Manual, Section 2H. These Code sections provide that:

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

24           B.       No person shall publish, disclose or use or permit or cause to be published or  
25 disclosed any list of persons receiving public social services, except as is provided by law.

26           C.       No person shall publish, disclose, or use or permit or cause to be published,  
27 disclosed or used any confidential information pertaining to an applicant or recipient, except as is  
28 provided by laws.

1                   SUBRECIPIENT shall inform all of its employees, agents, officers and subcontractors of the  
2 above provisions and that any person knowingly and intentionally violating such provisions is guilty of a  
3 misdemeanor.

4                   In addition, SUBRECIPIENT, its employees, agents, and officers shall comply, and  
5 require all of its subcontractors to comply, with (1) the DHCS Medi-Cal Privacy and Security Agreement  
6 between the California DHCS and the County of Fresno that is then in effect, and (2) the Privacy and  
7 Security Agreement between the CDSS and the County of Fresno that is then in effect, both of which  
8 together shall be referred to in this section as "the Agreements" and are incorporated herein by this  
9 reference. The current versions of both the DHCS and CDSS Privacy and Security agreements are  
10 available upon request or can be viewed at: <https://www.fresnocountyca.gov/Departments/Social-Services/DSS-Administration/Privacy-and-Security-Agreements>. SUBRECIPIENT shall insure that all  
11 personally identifiable information (PII), as defined in the Agreements, concerning program recipients  
12 shall be kept confidential and shall not be opened to examination, publicized, disclosed, or used for any  
13 purpose not directly connected with the administration of the program. SUBRECIPIENT shall use  
14 appropriate administrative, physical, and technical safeguards to protect PII, as set forth in the  
15 Agreements. Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or  
16 disclosure of PII, SUBRECIPIENT shall immediately report the incident to the COUNTY by calling (559)  
17 600-2300 or E-mailing at [dssprivacyincident@fresnocountyca.gov](mailto:dssprivacyincident@fresnocountyca.gov). SUBRECIPIENT shall certify that all  
18 employees, agents, officers and subcontractors have received privacy and security training before  
19 accessing any PII and have received refresher training annually, as required by the Agreements.

21                 16.     CLEAN AIR AND WATER

22                 In the event the funding under this Agreement exceeds One Hundred Fifty Thousand and  
23 No/100 Dollars (\$150,000.00), SUBRECIPIENT shall comply with all applicable standards, orders or  
24 requirements issued under the Clean Air Act, as amended, 42 U.S. Code 7401 *et seq.*, and the Federal  
25 Water Pollution Control Act, 33 U.S. Code 1251 *et seq.* Under these laws and regulations,  
26 SUBRECIPIENT shall:

27                 A.     Assure the COUNTY that no facility shall be utilized in the performance of this  
28 Agreement that has been listed on the Environmental Protection Agency (EPA) list of Violating Facilities;

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

C. Report each violation of the above laws to COUNTY and understand and agree that the COUNTY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA) and the appropriate Environmental Protection Agency Regional Office; and

D. Include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

## **17. PROCUREMENT OF RECOVERED MATERIALS**

In the performance of this Agreement, SUBRECIPIENT shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000. For contracts meeting this threshold SUBRECIPIENT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

18. DRUG-FREE WORKPLACE REQUIREMENTS

For purposes of this paragraph, SUBRECIPIENT will be referred to as the "grantee". By drawing funds against this grant award, the grantee is providing the certification that is required by regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. These

1 regulations require certification by grantees that they will maintain a drug-free workplace. False  
2 certification or violation of the certification shall be grounds for suspension of payments, suspension or  
3 termination of grants, or government wide suspension or debarment. SUBRECIPIENT shall also comply  
4 with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code section  
5 8350 et seq.).

6           19.    CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
7           VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

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

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

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

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

23           C.     SUBRECIPIENT shall include a clause titled "Certification Regarding Debarment,  
24 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" and similar in  
25 nature to this Paragraph Nineteen (19) in all lower tier covered transactions and in all solicitations for  
26 lower tier covered transactions.

27           D.     SUBRECIPIENT shall, prior to soliciting or purchasing goods and services in  
28 excess of \$25,000 funded by this Agreement, review and retain the proposed vendor's suspension and

1 debarment status at <https://sam.gov/SAM/>.

2                   E. The certification in Paragraph Nineteen (19) of this Agreement is a material  
3 representation of fact upon which COUNTY relied in entering into this Agreement.

4                   20. GRIEVANCES

5                   SUBRECIPIENT shall establish procedures for handling client complaints and/or  
6 grievances. Such procedures will include provisions for informing clients of their rights to a State  
7 Hearing to resolve such issues when appropriate.

8                   21. PROHIBITION ON PUBLICITY

9                   None of the funds, materials, property or services provided directly or indirectly under this  
10 Agreement shall be used for SUBRECIPIENT's advertising, fundraising, or publicity (i.e., purchasing of  
11 tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the  
12 above, publicity of the services described in Paragraph One (1) of this Agreement shall be allowed as  
13 necessary to raise public awareness about the availability of such specific services when approved in  
14 advance by the Director or designee and at a cost as provided by SUBRECIPIENT in writing for such  
15 items as written/printed materials, the use of media (i.e., radio, television, newspapers) and any other  
16 related expense(s).

17                   22. LOBBYING AND POLITICAL ACTIVITY

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

21                   SUBRECIPIENT shall not directly or indirectly use any of the funds under this Agreement  
22 for any political activity or to further the election or defeat of any candidate for public office.

23                   23. STATE ENERGY CONSERVATION

24                   SUBRECIPIENT must comply with the mandatory standard and policies relating to  
25 energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with  
26 42 United States (US) Code sections 6321, et. Seq.

27                   24. FRATERNIZATION

28                   SUBRECIPIENT shall establish procedures addressing fraternization between

1 SUBRECIPIENT'S staff and clients. Such procedures will include provisions for informing  
2 SUBRECIPIENT'S staff and clients regarding fraternization guidelines.

3       25. INTERPRETATION OF LAWS AND REGULATIONS

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

6       26. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

7                   SUBRECIPIENT, its officers, consultants, subcontractors, agents and employees shall  
8 comply with all applicable State, Federal and local laws, regulations, and executive orders, as well as  
9 Federal policies, procedures, and directives governing projects that utilize State and Federal Funds.  
10 This includes laws, rules and regulations that pertain to construction, health and safety, labor, fair  
11 employment practices, environmental protection, equal opportunity, fair housing, and all other matters  
12 applicable or related to SUBRECIPIENT's services, the SUBRECIPIENT, its subcontractors, and all  
13 eligible activities.

14                   SUBRECIPIENT shall be responsible for obtaining all permits, licenses, and approvals  
15 required for performing any activities under this Agreement, including those necessary to perform  
16 design, implementation, operation, and maintenance of the activities. SUBRECIPIENT shall be  
17 responsible for observing and complying with any applicable federal, state, and local laws, rules, and  
18 regulations affecting any such work, specifically those including, but not limited to, environmental  
19 protection, procurement, and safety laws, rules, regulations, and ordinances. SUBRECIPIENT shall  
20 provide copies of permits and approvals to COUNTY upon request.

21       27. NO OBLIGATION BY FEDERAL GOVERNMENT

22                   The Federal Government is not a party to this contract and is not subject to any  
23 obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter  
24 resulting from this Agreement.

25       28. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED  
26                   ACTS

27                   SUBRECIPIENT acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for  
28 False Claims and Statements) applies to SUBRECIPIENT's actions pertaining to this contract.

1           29.    RECORDS

2           A.     Record Establishment and Maintenance

3                   SUBRECIPIENT shall establish and maintain records in accordance with those  
4 requirements prescribed by COUNTY, with respect to all matters covered by this Agreement.

5                   SUBRECIPIENT shall retain all fiscal books, account records and client files for services performed  
6 under this Agreement for at least five (5) years from date of final payment under this Agreement or until  
7 all State and Federal audits are completed for that fiscal year, whichever is later.

8           B.     Cost Documentation

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

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

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

25           C.     Service Documentation

26                   SUBRECIPIENT agrees to maintain records to verify services under this  
27 Agreement including names and addresses of clients served, if applicable, and the dates of service and  
28 a description of services provided on each occasion. These records and any other documents pertaining

1 in whole or in part to this Agreement shall be clearly identified and readily accessible.

2       30. PUBLIC RECORDS

3           The COUNTY is not limited in any manner with respect to its public disclosure of this  
4 Agreement or any record or data that the SUBRECIPIENT may provide to the COUNTY. The  
5 COUNTY's public disclosure of this Agreement or any record or data that the SUBRECIPIENT may  
6 provide to the COUNTY may include but is not limited to the following:

7           A.       The COUNTY may voluntarily, or upon request by any member of the public or  
8 governmental agency, disclose this Agreement to the public or such governmental agency.

9           B.       The COUNTY may voluntarily, or upon request by any member of the public or  
10 governmental agency, disclose to the public or such governmental agency any record or data that the  
11 SUBRECIPIENT may provide to the COUNTY, unless such disclosure is prohibited by court order.

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

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

18           E.       This Agreement, and any record or data that the SUBRECIPIENT may provide to  
19 the COUNTY, is subject to public disclosure as information concerning the conduct of the people's  
20 business of the State of California under California Constitution, Article 1, 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 SUBRECIPIENT 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 governmental  
24 agency any such record or data.

25       31. SINGLE AUDIT CLAUSE

26           If SUBRECIPIENT expends Seven Hundred Fifty Thousand Dollars (\$750,000) or more  
27 in Federal and Federal flow-through monies annually, SUBRECIPIENT agrees to conduct an annual  
28 audit in accordance with the requirements of the Single Audit Standards as set forth in Office of

1 Management and Budget (OMB) Title 2 of the Code of Federal Regulations Part 200. SUBRECIPIENT  
2 shall submit said audit and management letter to COUNTY. The audit must include a statement of  
3 findings or a statement that there were no findings. If there were negative findings, SUBRECIPIENT  
4 must include a corrective action signed by an authorized individual. SUBRECIPIENT agrees to take  
5 action to correct any material non-compliance or weakness found as a result of such audit. Such audit  
6 shall be delivered to COUNTY's DSS, Administration, for review within nine (9) months of the end of any  
7 fiscal year in which funds were expended and/or received for the program. Failure to perform the  
8 requisite audit functions as required by this Agreement may result in COUNTY performing the necessary  
9 audit tasks, or at COUNTY's option, contracting with a public accountant to perform said audit, or, may  
10 result in the inability of COUNTY to enter into future agreements with SUBRECIPIENT. All audit costs  
11 related to this Agreement are the sole responsibility of SUBRECIPIENT.

12           A.       A single audit report is not applicable if all SUBRECIPIENT's Federal contracts do  
13 not exceed the Seven Hundred Fifty Thousand Dollars (\$750,000) requirement or SUBRECIPIENT's  
14 funding is through Drug related Medi-Cal. If a single audit is not applicable, a program audit must be  
15 performed and a program audit report with management letter shall be submitted by SUBRECIPIENT to  
16 COUNTY as a minimum requirement to attest to SUBRECIPIENT's solvency. Said audit report shall be  
17 delivered to COUNTY's DSS, Administration, for review no later than nine (9) months after the close of  
18 the fiscal year in which the funds supplied through this Agreement are expended. Failure to comply with  
19 this Act may result in COUNTY performing the necessary audit tasks or contracting with a qualified  
20 accountant to perform said audit. All audit costs related to this Agreement are the sole responsibility of  
21 SUBRECIPIENT who agrees to take corrective action to eliminate any material noncompliance or  
22 weakness found as a result of such audit. Audit work performed by COUNTY under this paragraph shall  
23 be billed to the SUBRECIPIENT at COUNTY cost, as determined by COUNTY's Auditor-  
24 Controller/Treasurer-Tax Collector.

25           B.       SUBRECIPIENT shall make available all records and accounts for inspection by  
26 COUNTY, the State of California, if applicable, the Comptroller General of the United States, the Federal  
27 Grantor Agency, or any of their duly authorized representatives, at all reasonable times for a period of at  
28 least three (3) years following final payment under this Agreement or the closure of all other pending

1 matters, whichever is later.

2       32.    AUDITS AND INSPECTIONS

3           The SUBRECIPIENT shall at any time during business hours, and as often as the  
4 COUNTY may deem necessary, make available to the COUNTY for examination all of its records and  
5 data with respect to the matters covered by this Agreement, excluding attorney-client privileged  
6 communications. The SUBRECIPIENT shall, upon request by the COUNTY, permit the COUNTY to  
7 audit and inspect all of such records and data necessary to ensure SUBRECIPIENT'S compliance with  
8 the terms of this Agreement.

9           If this Agreement exceeds ten thousand dollars (\$10,000.00), SUBRECIPIENT shall be  
10 subject to the examination and audit of the Auditor General for a period of three (3) years after final  
11 payment under contract (California Government Code Section 8546.7). This section survives the  
12 termination of this Agreement.

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

23       33.    CHILD SUPPORT COMPLIANCE ACT

24           If this Agreement includes State funding in excess of \$100,000, the SUBRECIPIENT  
25 acknowledges in accordance with Public Contract Code 7110, that:

26           A.      SUBRECIPIENT recognizes the importance of child and family support  
27 obligations and shall fully comply with all applicable state and federal laws relating to child and family  
28 support enforcement, including, but not limited to, disclosure of information and compliance with

1 earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of  
2 Division 9 of the Family Code; and

3                   B.        SUBRECIPIENT to the best of its knowledge is fully complying with the earnings  
4 assignment orders of all employees and is providing the names of all new employees to the New Hire  
5 Registry maintained by the California Employment Development Department.

6                   34.      PRIORITY HIRING CONSIDERATIONS

7                   If this Agreement includes State funding and services in excess of \$200,000,  
8 SUBRECIPIENT shall give priority consideration in filling vacancies in positions funded by the  
9 Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200, in  
10 accordance with Public Contract Code Section 10353.

11                  35.      SUBRECIPIENT'S NAME CHANGE

12                  An amendment, assignment, or new agreement is required to change the name of  
13 SUBRECIPIENT as listed on this Agreement. Upon receipt of legal documentation of the name change  
14 COUNTY will process the agreement. Payment of invoices presented with a new name cannot be paid  
15 prior to approval of said agreement.

16                  36.      CHILD ABUSE REPORTING

17                  SUBRECIPIENT shall utilize a procedure acceptable to COUNTY to ensure that all of  
18 SUBRECIPIENT'S employees, volunteers, consultants, subcontractor or agents performing services  
19 under this Agreement shall report all known or suspected child abuse or neglect to one or more of the  
20 agencies set forth in Penal Code Section 11165.9. This procedure shall include having all of  
21 SUBRECIPIENTS' employees, volunteers, consultants, subcontractor, or agents performing services  
22 under this Agreement sign a statement that he or she knows of and will comply with the reporting  
23 requirements set forth in Penal Code Section 11166. The statement to be utilized by SUBRECIPIENTS  
24 is set forth in Exhibit E, attached hereto and by this reference incorporated herein.

25                  37.      PROPERTY OF COUNTY

26                  Any use of COUNTY funds provided under this Agreement, as specified in Exhibit B, for  
27 the purchase of computer hardware, software, and printers must be approved by COUNTY prior to  
28 purchase and must meet COUNTY specifications. SUBRECIPIENT agrees to take reasonable and

1 prudent steps to ensure the security of any and all said hardware and software provided to it by  
2 COUNTY under this Agreement, and to maintain replacement-value insurance coverages on said  
3 hardware and software approved by COUNTY.

4 In addition, all purchases over Five Thousand and No/100 Dollars (\$5,000.00) made  
5 during the life of this Agreement shall be identified as fixed assets with an assigned COUNTY  
6 Accounting Inventory Number. These fixed assets shall be retained by COUNTY, as COUNTY property,  
7 in the event this Agreement is terminated or upon expiration of this Agreement. The SUBRECIPIENT  
8 agrees to participate in an annual inventory of all COUNTY fixed assets and shall be physically present  
9 when fixed assets are returned to COUNTY possession at the termination or expiration of this  
10 Agreement. SUBRECIPIENT is responsible for returning to COUNTY all COUNTY owned fixed assets  
11 upon the expiration or termination of this Agreement.

12 38. PUBLIC INFORMATION

13 SUBRECIPIENT shall disclose COUNTY as a funding source in all public information and  
14 program materials developed in support of contracted services.

15 39. NOTICES

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

18 COUNTY

19 Director of Social Services, County of Fresno  
20 205 W Pontiac Way, Building 2  
21 Clovis, CA 93612

SUBRECIPIENT

Chief Executive Officer, Reading and Beyond  
4670 E Butler Avenue  
Fresno, CA 93727

22 Either party may change the information in this section by giving notice as provided in this  
23 section. All notices between the COUNTY and SUBRECIPIENT provided for or permitted under this  
24 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by  
25 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable Document  
26 Format (PDF) document attached to an email. A notice delivered by personal service is effective upon  
27 service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY  
28 business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice

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

11       40.    CHANGE OF LEADERSHIP/MANAGEMENT

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

18       41.    NO THIRD PARTY BENEFICIARIES

19           This Agreement does not and is not intended to create any rights or obligations for any  
20 person or entity except for the parties.

21       42.    AUTHORIZED SIGNATURE

22           SUBRECIPIENT represents and warrants to COUNTY that:

23       (A)    SUBRECIPIENT is duly authorized and empowered to sign and perform its  
24 obligations under this Agreement.

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

28       ///

1           43.    ELECTRONIC SIGNATURE

2           The parties agree that this Agreement may be executed by electronic signature as  
3 provided in this section. An “electronic signature” means any symbol or process intended by an  
4 individual signing this Agreement to represent their signature, including but not limited to (1) a digital  
5 signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and  
6 transmitted (for example by PDF document) of a handwritten signature. Each electronic signature  
7 affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature  
8 of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any  
9 administrative or judicial proceeding, and (2) has the same force and effect as the valid original  
10 handwritten signature of that person. The provisions of this section satisfy the requirements of Civil  
11 Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
12 Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it  
13 has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a),  
14 paragraphs (1) through (5), and agrees that each other party may rely upon that representation. This  
15 Agreement is not conditioned upon the parties conducting the transactions under it by electronic means  
16 and either party may sign this Agreement with an original handwritten signature.

17           44.    COUNTERPARTS

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

20           45.    GOVERNING LAW, JURISDICTION, AND VENUE

21           The laws of the State of California govern all matters arising from or related to this  
22 Agreement. This Agreement is signed and performed in Fresno County, California. SUBRECIPIENT  
23 consents to California jurisdiction for actions arising from or related to this Agreement, and, subject to  
24 the Government Claims Act, all such actions must be brought and maintained in Fresno County.

25           46.    NO WAIVER

26           Payment, waiver, or discharge by COUNTY of any liability or obligation of  
27 SUBRECIPIENT under this Agreement on any one or more occasions is not a waiver of performance of  
28 any continuing or other obligation of SUBRECIPIENT and does not prohibit enforcement by COUNTY of

1 any obligation on any other occasion.

2       47.    DISPUTES

3           In the event of any dispute, claim, question, or disagreement arising from or relating to  
4 this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute,  
5 claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good  
6 faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to  
7 both parties. During this time, the parties will continue meeting their contract responsibilities. If the  
8 parties do not reach such solution within a period of 60 days, then the parties may take whatever action  
9 is available to them by law.

10       48.    SEVERABILITY

11           If anything in this Agreement is found by a court of competent jurisdiction to be unlawful  
12 or otherwise unenforceable, the balance of this Agreement remains in effect, and the parties shall make  
13 best efforts to replace the unlawful or unenforceable part of this Agreement with lawful and enforceable  
14 terms intended to accomplish the parties' original intent.

15       49.    CONSTRUCTION

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

19       50.    DAYS

20           Unless otherwise specified, "days" means calendar days.

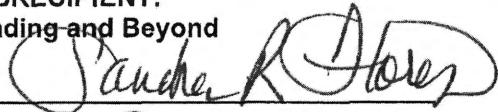
21       51.    ENTIRE AGREEMENT

22           This Agreement, including its exhibits, constitutes the entire agreement between the  
23 SUBRECIPIENT and COUNTY with respect to the subject matter hereof and supersedes all previous  
24 negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any  
25 nature whatsoever unless expressly included in this Agreement. If there is any inconsistency between  
26 the terms of this Agreement without its exhibits and the terms of the exhibits, then the inconsistency will  
27 be resolved by giving precedence first to the terms of this Agreement without its exhibits, and then to  
28 the terms of the exhibits.

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

2 **SUBRECIPIENT:**

3 Reading and Beyond



4 Print Name: Sandra R. Flores

5 Title: CEO

6 Chairman of the Board, or  
7 President, or any Vice President

8 \_\_\_\_\_  
9 \_\_\_\_\_  
10 \_\_\_\_\_  
11 \_\_\_\_\_  
12 \_\_\_\_\_

13 Print Name: \_\_\_\_\_

14 Title: \_\_\_\_\_

15 Secretary (of Corporation), or  
any Assistant Secretary, or  
Chief Financial Officer, or  
any Assistant Treasurer

16 \_\_\_\_\_  
17 Mailing Address:  
18 4670 E. Butler Avenue  
19 Fresno, CA 93702  
20 Contact: Chief Executive Officer  
Phone No: (559) 342-8616

21 \_\_\_\_\_  
22 FOR ACCOUNTING USE ONLY:

23 Fund/Subclass: 0001/10000

24 ORG No.: 56107001

25 Account No.: 7870

26 SB:jrl  
27 \_\_\_\_\_  
28 \_\_\_\_\_

2 **COUNTY OF FRESNO:**



3 Nathan Magsig, Chairman of the Board of  
4 Supervisors of the County of Fresno

5 **ATTEST:**

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

9 By: Hanami  
10 Deputy

11 \_\_\_\_\_  
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## **SUMMARY OF SERVICES**

ORGANIZATION: Reading and Beyond  
ADDRESS: 4670 E. Butler Avenue Fresno, CA 93702-4608  
CONTACT: Sandra Flores, Chief Executive Officer  
TELEPHONE: (559) 342-8616  
SERVICES: CalFresh Employment and Training  
CONTRACT PERIOD: March 1, 2024, through September 30, 2024

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### **I. SUMMARY OF SERVICES**

Reading and Beyond (RAB) shall provide a CalFresh Employment and Training (CFET) program for Non-Assistance CalFresh (NACF) recipients. Program components will include Supervised Job Search, Education, and Job Retention. Dependent on individual needs, RAB shall provide additional services to improve employment, including but not limited to, supportive services, information, and referral services to external partners.

### **II. TARGET POPULATION**

The target population are NACF recipients who reside in Fresno County. Referral to the CFET program will be dependent on Departmental Eligibility Workers' determination of the client's ability to participate. The majority of services will be provided in metropolitan (metro) Fresno with services for rural participants delivered as mutually determined in Reedley, Selma, Kerman, or Coalinga.

### **III. SUBRECIPIENT RESPONSIBILITIES**

RAB will receive direct referrals from the Department for enrollment into the CFET program. When a referral is received, RAB will review the referral, conduct a comprehensive intake assessment, and work with the participant to develop an Individualized Service Plan (ISP). RAB may reverse-refer potential clients to the Department to request a screening and referral for the program. The client may be referred to RAB for enrollment into the CFET program.

RAB will ensure all participants enrolled in the CFET program are CalFresh eligible. Eligibility verification will be completed monthly to ensure participants remain eligible to the program. RAB will not deny services to any participant sent by the Department that is determined eligible. RAB will not terminate a participant from the CFET program without first discussing the reasoning and possible alternatives with the Department.

RAB will ensure that limited English Proficiency (LEP) participants have meaningful, effective and equal access at every point of contact with program services for threshold languages: English, Spanish, and Hmong.

RAB will meet with Department staff as often as needed to exchange pertinent information, resolve issues, and work together to coordinate services in the best interest of the participant. Emails shall be responded to within 24 hours.

RAB shall provide the following:

**A. Operational Hours**

1. Hours of operation are Monday through Friday 8:00am-5:00pm.

**B. Intake, Orientation and Assessment**

1. A Career and Family Navigator (CFN) with RAB will perform a brief intake of all referrals sent by the Department within five business days, build the case file, and schedule the Orientation and Assessment.
2. Assessment and Orientation will be conducted on an individual basis by a CFN, generally this CFN becomes the case manager. Orientation and Assessment includes:
  - a) Verification of eligibility for CFET
  - b) Collection of participant data for the case file
  - c) Review of RAB policies and procedures
  - d) Test of Adult Basic Education (TABE)
  - e) O\*Net Skills Assessment
  - f) Barriers to Success Inventory (BESI)
3. An Individualized Service Plan (ISP) developed jointly by the participant and RaB. which includes:
  - a) Participation in the appropriate CFET component(s)
  - b) Services to be provided by RAB
  - c) An opportunity to change the plan at the request of participant
4. RAB will attempt to contact participants who fail to attend their scheduled Orientation/Assessment within five business days. Contact, or attempt thereof, will be made twice per week for two weeks and may be made by one of the following:
  - a) Phone call
  - b) Text message
  - c) Email
  - d) Letter

**C. Supervised Job Search**

1. RAB will assist participants with building skills required to effectively search for and obtain employment.

2. RAB will guide participants toward appropriate job opportunities and assist with the application process as needed.
3. Supervised Job Search (SJS) services and activities include, but are not limited to the following:
  - a) Job search training
    - Basic computer skills
    - Online and handwritten application processes
    - Effective job searching techniques
  - b) Comprehensive interview preparation
    - Resume & Cover Letter Preparation
    - Mock interviews
    - Face-to-face and telephone interview skills
    - Appropriate dress and hygiene
  - c) Obtaining and retaining employment
    - Career coaching
    - Job opportunities
    - Common workplace etiquette
    - Understanding employer expectations
    - Effective communication
    - Teamwork
    - Problem solving
  - d) Social support development
  - e) Financial counseling & budget planning
  - f) Supportive services (Participant reimbursements)
4. Participants in supervised job search must have a minimum of one meeting per week with a qualified staff member to review job search activities, receive feedback, troubleshoot issues, and discuss next steps.

#### **D. Education**

1. Participants interested in acquiring additional education may be provided the following as needed:
  - a) Adult Basic Education (ABE) and/or Foundational Skills Instruction  
High School Diploma, General Education Diploma (GED) and/or courses that improve basic literacy, numeracy, and transferrable skills.
  - b) Career and Technical Education (CTE) and/or Vocational Training  
Courses or programs of study that are part of a program of career and technical education as defined in Section 3 of the Carl D. Perkins Act of 2006.
  - c) English Language Acquisition (ELA)  
Examples of ELA include, but are not limited to ESL, ELL and vocational

English as a second language. Courses should be designed to increase competence in reading, writing, speaking, and comprehension of the English language.

d) Integrated Education and Training (IET) or Bridge Programs

These programs combine basic skill instruction in reading, math, writing, English language, and GED test preparation with occupational content, employment skills, and college success strategies.

e) Work Readiness Training (WRT)

WRT can include instruction of topics such as general skills building, developing good work habits, and building a work history. Work readiness skills are often referred to as soft skills.

f) Enrollment in Fresno Regional Workforce Development Board (WDB) sponsored trainings.

2. For participants interested in certificate or vocational training, RAB will assist with finding an approved local training provider.
3. Approved institutions can be found at California Community Colleges site (ccco.edu) or California Adult Education site (caladulted.org). Participants attending an institution not listed may be pre-approved by the Department.
4. All other sources of funding for education must be explored, including other educational grants such as the Pell grant, excluding student loans, before CFET funds are used for tuition. The cost of tuition must be the same for CFET participants as it is for students not participating in CFET.

#### **E. Job Retention**

1. RAB will provide case management and reimbursement for job related needs for up to 90 days from the date of employment, including but not limited to:
  - a) Transportation to and from authorized activities
  - b) Work-related clothing
  - c) Work-related tools
  - d) Work licenses such as job training certifications
2. RAB will make weekly contact with participants to discuss status of employment including job satisfaction and address any possible concerns the participant may have.
3. If termination from the job occurs, RAB will:
  - a) Meet with participant to discuss the reason for termination and connect any issues back to the lessons learned in SJS by reviewing the curriculum.
  - b) Work with participant to ensure job readiness.

- c) Connect participant to new job opportunities.

**F. Supportive Services (Participant Reimbursement)**

RAB is required to provide supportive services to participants for expenses that are directly related to participation in the CFET program. Expenses must be reasonable, necessary, follow the CFET guidelines and be approved by the Department. Supportive services, include transportation and ancillary expenses.

Supportive services may include but are not limited to the following:

- Transportation in the form of bus tickets, monthly bus passes, or gas vouchers
- Work clothing and uniforms
- Books and school supplies
- Work tools or other necessary equipment
- Minor Vision correction (such as eye exam, eyeglasses, bifocals, capped at \$150 per participant during the FFY)
- Basic dental work (such as teeth cleaning)
- Minor automobile repairs (capped at \$250 per participant during the FFY)
- Test fees
- Union Dues
- Licensing and bonding fees

**G. Disengaged Participants**

1. RAB will attempt to contact disengaged participants by:
  - a) Contacting the participant by phone, text, and email twice per week for two weeks.
  - b) Send a letter to those not reached by phone, text, and email.
2. Participants will have 10 days from the final notice to schedule and comply with an in-office appointment or CFET services will be discontinued.
3. RAB will notify DSS within five business days of a participant becoming disengaged.

**H. Referrals**

RAB will refer participants, when needed, to external supportive services including but not limited to mental health services, legal assistance, and family counseling.

**I. Rural Participants**

1. RAB will provide the same employment and training services provided in metro Fresno to rural participants in Reedley, Selma, Kerman, and Coalinga. RAB will contact the Department representative at the appropriate rural DSS office to reserve the office space for CFET service delivery.
2. RAB will have access to space to conduct Orientation in the rural DSS Office.
3. Services will be provided on a set schedule mutually agreed upon by the Department and RAB consisting of visits once a month at minimum.
4. Participants will be seen by appointment at the DSS rural offices.

**J. Case Documentation and Reports**

RAB will maintain accurate and timely case documentation which includes, but is not limited to:

1. Job search records
2. Job application, Resume and Cover Letter
3. Employment data entered weekly including:
  - a) Start date
  - b) Hours worked per week
  - c) Pay rate
  - d) Timesheets/Schedule
5. Component data entered weekly including:
  - a) Attendance
  - b) Grade (if applicable to the education component)
  - c) Completion records
  - d) Other relevant information pertaining to the component
6. Case narrative including:
  - a) Chronological record of individual interviews
  - b) Counseling sessions
  - c) Referred Services
  - d) Other relevant contacts with participants
  - e) Termination summary indicating the reason for termination from the program, services provided, and outcomes
  - f) A completion summary indicating services provided and outcomes
7. Signed and dated ISP
8. Signed and dated Grievance Procedure

RAB will provide participant data reports to the Department on a weekly, monthly, and quarterly basis. Requested data will include, but is not limited to:

1. Number of referrals from the Department
2. Number of participants that were enrolled into CFET services
3. Number of referred clients who did not enroll and reason for declining service.
4. Number of referred clients who were not responsive and contact attempts made.
5. Number of participants to become employed
6. Number of participants engaged in each component, including Orientation and Assessment.

**IV. COUNTY RESPONSIBILITIES**

The Department shall be responsible for referring eligible NACF receiving clients to RAB for assessment and enrollment to the CFET program.

The Department shall meet with RAB monthly, or more often if necessary, to exchange pertinent information, resolve issues, and work together to coordinate services in the best interest of the participant.

**V. OUTCOMES**

Outcomes will be determined mutually between SUBRECIPIENT and the Department during the first month of services.

## **BUDGET SUMMARY**

ORGANIZATION: Reading and Beyond  
SERVICES: CalFresh Employment and Training  
CONTRACT PERIOD: March 2024 through September 30, 2024  
CONTRACT AMOUNT: \$397,082

<b><u>BUDGET CATEGORIES</u></b>	<b><u>ACCOUNT NUMBER</u></b>	<b><u>AMOUNT</u></b>
<b><u>SALARIES &amp; BENEFITS</u></b>		
Salaries	0100	\$152,303
Payroll Taxes	0150	\$13,174
Benefits	0200	\$56,352
Salaries & Benefits Subtotal		<b>\$221,829</b>
<b><u>SERVICES &amp; SUPPLIES</u></b>		
Insurance	0250	\$3,500
Communications	0300	\$7,500
Office Expense	0350	\$5,000
Office Rental – Facilities	0450	\$15,000
Equipment Rental	0400	\$
Tuition	0460	\$60,200
Transportation – Mileage	0700	\$2,500
Program Supplies	0550	\$
Indirect Costs *	0850	\$31,553
Services & Supplies Subtotal		<b>\$93,700</b>
<b>TOTAL</b>		<b>\$125,253</b>

\*May only be billed at 10% of actual expenditures

## **PERSONNEL SALARIES AND EMPLOYEE BENEFITS**

ORGANIZATION: Reading and Beyond

SERVICES: CalFresh Employment and Training

CONTRACT PERIOD: March 2024 through September 30, 2024

CONTRACT AMOUNT: Not to exceed \$397,082

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### **PERSONNEL & SALARIES**

Title	No. of Persons	% of time on Project	Total Cost
Program Director	1	.5	\$23,665
Program Manager	1	.5	\$22,686
Accounting Manager	1	.2	\$8,885
Career & Family Navigator	4.0	4.0	\$97,067
<b>TOTAL COST</b>			<b>\$152,303</b>

### **BENEFITS**

#### Employment Benefits & Payroll Taxes

#### Item Total

FICA	Payroll Taxes	7.65%	\$11,651
SDI	Payroll Taxes	1.00%	\$1,523
401K	Employment Benefits	4%	\$6,092
Health Benefits	Employment Benefits	23%	\$35,030
PTO	Employment Benefits	10%	\$15,230
	<b>Total Benefits/Payroll Taxes</b>		<b>\$69,526</b>
	<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$221,829</b>

### **BUDGET DETAIL**

ORGANIZATION: Reading and Beyond  
SERVICES: CalFresh Employment and Training  
CONTRACT PERIOD: March 2024 through September 30, 2024  
CONTRACT AMOUNT: Not to exceed \$397,082

ACCOUNT NUMBER	CATEGORY & DESCRIPTION	TOTAL
	<u>INSURANCE</u> Worker's Compensation Insurance @ \$.036 X \$187,630 Liability Insurance @ \$125 X 7 mos.	\$3,500
	<u>COMMUNICATION</u> Telephone @ \$75 mo. X 5.20 FTE X 7 mos. Internet @ \$50 X 5.20 FTE X 7 mos. Case mgmt. Software @ \$70.20 X 5.20 FTE X 7 mos. Cell phone allowance @ \$40 X 1.0 FTE X 7 mos	\$7,500
	<u>OFFICE EXPENSE</u> Paper, pens, toner, paperclips, printing and copying etc. @ \$5,000	\$5,000
	<u>OFFICE RENTAL</u> Office rent to include a prorated share of repairs and maintenance, depreciation, utilities, etc. Estimation: Repairs/Maintenance: \$1000 mo., Utilities: \$800.00 mo, depreciation: \$1,200.00 mo @ 5.20 FTE out of 10.20 FTE at the site = 5.20/10.20 = 51% x 7 mons of total prorated share.	\$15,000
	<u>TUITION</u> Tuition for clients.	\$60,200
	<u>TRANSPORTATION</u> Mileage @ 50 miles per mo. X 5.20 FTE x 7 mo. X \$0.67	\$2,500
	<u>OTHER (INDIRECT COSTS)</u> May only be billed at 10% of actual expenditures.	\$31,553
<b>TOTAL</b>		<b>\$125,253</b>

**BUDGET DETAIL – PARTICIPANT REIMBURSEMENT**

ORGANIZATION: Reading and Beyond

SERVICES: CalFresh Employment and Training

CONTRACT PERIOD: March 2024 through September 30, 2024

CONTRACT AMOUNT: Not to exceed \$397,082

TOTAL SALARIES & BENEFITS: \$221,829

TOTAL SERVICE & SUPPLIES: \$125,253

MAXIMUM ANCILLARY/SUPPORT SERVICES EXPENDITURES\*: \$100,000

MAXIMUM CONTRACTOR CASH MATCH REQUIRED: (\$50,000)

MAXIMUM CONTRACTOR REIMBURSEMENT: \$397,082

\*Ancillary/Support Services Reimbursements to Participants May Include:

- Transportation in the form of bus tickets, monthly bus passes, or gas vouchers
- Work clothing and uniforms
- Books and school supplies
- Work tools or other necessary equipment
- Minor Vision correction (such as eye exam, eyeglasses, bifocals, capped at \$150 per participant during the FFY)
- Basic dental work (such as teeth cleaning)
- Minor automobile repairs (capped at \$250 per participant during the FFY)
- Test fees
- Union Dues
- Licensing and bonding fees
- Housing assistance (Up to two (2) months)

## 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.

### 2. Additional Requirements

(A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County of Fresno Department of Social Services, at P.O. Box 1912, Fresno, California 93712, or [DSSContractInsurance@fresnocountyca.gov](mailto:DSSContractInsurance@fresnocountyca.gov), and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (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.

**(B) Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

**(C) Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.

**(D) County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

**(E) Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.

**(F) County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such 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.

## **SELF-DEALING TRANSACTION DISCLOSURE FORM**

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "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 utilized 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.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

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

## NOTICE OF CHILD ABUSE REPORTING LAW

The undersigned hereby acknowledges that Penal Code section 11166 and the contractual obligations between County of Fresno (COUNTY) and Reading and Beyond (PROVIDER) related to provision of emergency shelter care services for COUNTY's dependent children, requires that the undersigned report all known or suspected child abuse or neglect to one or more of the agencies set forth in Penal Code (P.C.) section (§) 11165.9.

For purposes of the undersigned's child abuse reporting requirements, "child abuse or neglect" includes physical injury inflicted by other than accidental means upon a child by another person, sexual abuse as defined in P.C. §11165.1, neglect as defined in P.C. §11165.2, willful cruelty or unjustifiable punishment as defined in P.C. §11165.3, and unlawful corporal punishment or injury as defined in P.C. §11165.4.

A child abuse report shall be made whenever the undersigned, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the undersigned knows or reasonably suspects has been the victim of child abuse or neglect. (P.C §11166.) The child abuse report shall be made to any police department or sheriff's department (not including a school district police or security department), or to any county welfare department, including Fresno County Department of Social Services' 24 Hour CARELINE. (See PC §11165.9.)

For purposes of child abuse reporting, a "reasonable suspicion" means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect. The pregnancy of a child does not, in and of itself, constitute a basis for reasonable suspicion of sexual abuse. (P.C. §11166(a)(1).)

Substantial penalties may be imposed for failure to comply with these child abuse reporting requirements.

Further information and a copy of the law may be obtained from the department head or designee.

I have read and understand the above statement and agree to comply with the child abuse reporting requirements.

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SIGNATURE

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DATE