

**A G R E E M E N T**

THIS AGREEMENT is made and entered into this 28th day of March, 2023, 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.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto 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,

1 Budget Summary, attached hereto and incorporated herein by this reference.

2 2. TERM

3 The term of this Agreement shall commence on March 1, 2023 through and including September  
4 30, 2023.

5 3. TERMINATION

6 A. Non-Allocation of Funds

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

11 B. Breach of Contract

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

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

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

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

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

1 SUBRECIPIENT shall promptly refund any such funds upon demand.

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

4 C. Without Cause

5 Under circumstances other than those set forth above, this Agreement may be terminated by  
6 SUBRECIPIENT, COUNTY or COUNTY's DSS Director, or designee, upon the giving of thirty (30) days  
7 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 to pay  
10 SUBRECIPIENT and SUBRECIPIENT agrees to receive compensation in accordance with the Exhibit  
11 B, Budget Summary. Mandated travel shall be reimbursed based on actual expenditures and mileage  
12 reimbursement shall be at SUBRECIPIENT's adopted rate per mile, not to exceed the IRS published  
13 rate. Payment shall be made upon certification or other proof satisfactory to COUNTY's DSS that  
14 services have actually been performed by SUBRECIPIENT as specified in this Agreement.

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

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

25 The SUBRECIPIENT is solely responsible for all of its costs and expenses that are not specified as  
26 payable by the County under this Agreement. If SUBRECIPIENT should fail to comply with any provision of  
27 the Agreement, COUNTY shall be relieved of its obligation for further compensation. Any compensation  
28 which is not expended by SUBRECIPIENT pursuant to the terms and conditions of this Agreement shall

1 automatically revert to COUNTY.

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

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

14 5. INVOICING

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

25 Monthly invoices must be submitted with accompanying back-up documentation, which must  
26 provide proof of payment for all costs billed on the invoice. Expenditures must be billed to the invoice  
27 corresponding to the month in which the expenditure was paid. All expenditures shall be reimbursed on  
28 a cash basis and will not be reimbursed until paid by SUBRECIPIENT. Costs incurred via credit card are

1 not considered paid until the credit card payment has been made and must be invoiced with verification  
2 of credit card payment included.

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

11 6. MODIFICATION

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

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

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

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1           7.       INDEPENDENT CONTRACTOR

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

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

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

20           8.       INDEMNITY AND DEFENSE

21           SUBRECIPIENT agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend  
22 the COUNTY, its officers, agents, employees, and volunteers from any and all demands, injuries,  
23 damages, costs, and expenses (including attorney's fees and costs), fines, penalties, liabilities, claims,  
24 and losses of any kind occurring or resulting to COUNTY, SUBRECIPIENT, or any third party that arise  
25 from or relate to the performance, or failure to perform, by SUBRECIPIENT, its officers, agents, or  
26 employees, or subcontractors under this Agreement, and from any and all costs and expenses  
27 (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to  
28 any person, firm, or corporation who may be injured or damaged by the performance, or failure to

1 perform, of SUBRECIPIENT, its officers, agents, or employees under this Agreement. COUNTY may  
2 conduct or participate in its own defense without affecting SUBRECIPIENT's obligation to indemnify and  
3 hold harmless or defend the COUNTY.

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

5 9. INSURANCE

6 Without limiting the COUNTY's right to obtain indemnification from SUBRECIPIENT or any third  
7 parties, SUBRECIPIENT, at its sole expense, shall maintain in full force and effect, the following insurance  
8 policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or  
9 Joint Powers Agreement (JPA) throughout the term of the Agreement:

10 A. Commercial General Liability

11 Commercial General Liability Insurance with limits of not less than Two Million Dollars  
12 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This  
13 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including  
14 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal  
15 liability or any other liability insurance deemed necessary because of the nature of this contract.

16 B. Automobile Liability

17 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars  
18 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto  
19 used in connection with this Agreement, including both owned and non-owned vehicles.

20 C. Professional Liability

21 If SUBRECIPIENT employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in  
22 providing services, Professional Liability Insurance with limits of not less than One Million Dollars  
23 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. SUBRECIPIENT  
24 agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years  
25 following the termination of this Agreement, one or more policies of professional liability insurance with  
26 limits of coverage as specified herein.

27 D. Worker's Compensation

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

1 E. Additional Requirements Relating to Insurance

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

10 SUBRECIPIENT hereby waives its right to recover from COUNTY, its officers, agents, and  
11 employees any amounts paid by the policy of worker's compensation insurance required by this  
12 Agreement. SUBRECIPIENT is solely responsible to obtain any endorsement to such policy that may be  
13 necessary to accomplish such waiver of subrogation, but SUBRECIPIENT's waiver of subrogation under  
14 this paragraph is effective whether or not SUBRECIPIENT obtains such an endorsement.

15 Within Thirty (30) days from the date SUBRECIPIENT signs and executes this Agreement,  
16 SUBRECIPIENT shall provide certificates of insurance and endorsement as stated above for all of the  
17 foregoing policies, as required herein, to the County of Fresno,  
18 [DSSContractInsurance@fresnocountyca.gov](mailto:DSSContractInsurance@fresnocountyca.gov), Attention: Contract Analyst, stating that such insurance  
19 coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and  
20 employees will not be responsible for any premiums on the policies; that for such worker's  
21 compensation insurance the SUBRECIPIENT has waived its right to recover from the COUNTY, its  
22 officers, agents, and employees any amounts paid under the insurance policy and that waiver does not  
23 invalidate the insurance policy; that such Commercial General Liability insurance names the County of  
24 Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only  
25 insofar as the operations under this Agreement are concerned; that such coverage for additional insured  
26 shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its  
27 officers, agents and employees, shall be excess only and not contributing with insurance provided under  
28 SUBRECIPIENT's policies herein; and that this insurance shall not be cancelled or changed without a

1 minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

8 10. ASSIGNMENT AND SUBCONTRACTS

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

16 11. CONFLICT OF INTEREST

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

24 12. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

27 Members of the SUBRECIPIENT's Board of Directors shall disclose any self-dealing  
28 transactions that they are a party to while SUBRECIPIENT is providing goods or performing services

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

7 13. NON-DISCRIMINATION

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

14 A. Americans with Disabilities Act

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

18 B. SUBRECIPIENT shall include the non-discrimination and compliance provisions of this  
19 section in all subcontracts to perform work under this Agreement.

20 14. LIMITED ENGLISH PROFICIENCY

21 SUBRECIPIENT shall provide interpreting and translation services to persons participating in  
22 SUBRECIPIENT's services who have limited or no English language proficiency, including services to  
23 persons who are deaf or blind. Interpreter and translation services shall be provided as necessary to  
24 allow such participants meaningful access to the programs, services and benefits provided by  
25 SUBRECIPIENT. Interpreter and translation services, including translation of SUBRECIPIENT's "vital  
26 documents" (those documents that contain information that is critical for accessing SUBRECIPIENT's  
27 services or are required by law) shall be provided to participants at no cost to the participant.

28 SUBRECIPIENT shall ensure that any employees, agents, subcontractors, or partners who interpret or

1 translate for a program participant, or who directly communicate with a program participant in a  
2 language other than English, demonstrate proficiency in the participant's language and can effectively  
3 communicate any specialized terms and concepts peculiar to SUBRECIPIENT's services.

4 15. MEDI-CAL CONFIDENTIALITY

5 All services performed by SUBRECIPIENT under this Agreement shall be in strict conformance  
6 with all applicable Federal, State of California, and/or local laws and regulations relating to  
7 confidentiality. SUBRECIPIENT shall require its employees, agents, officers and subcontractors to  
8 comply with the provisions of Sections 10850 and 14100.2 of the Welfare and Institutions Code, as well  
9 as the California Department of Social Services (CDSS) Manual of Policies and Procedures, Division  
10 19-0000 and the California Department of Health Care Services (DHCS) Medi-Cal Eligibility Procedures  
11 Manual, Section 2H. These Code sections provide that:

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

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

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

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

26 In addition, SUBRECIPIENT, its employees, agents, and officers shall comply, and require all of  
27 its subcontractors to comply, with (1) the DHCS Medi-Cal Privacy and Security Agreement between the  
28 California DHCS and the County of Fresno that is then in effect, and (2) the Privacy and Security

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

14 16. CLEAN AIR AND WATER

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

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

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

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

1 Regional Office; and

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

4 17. PROCUREMENT OF RECOVERED MATERIALS

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

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

18 18. DRUG-FREE WORKPLACE REQUIREMENTS

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

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

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

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

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

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

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

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

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

27           20.    GRIEVANCES

28           SUBRECIPIENT shall establish procedures for handling client complaints and/or grievances.

1 Such procedures will include provisions for informing clients of their rights to a State Hearing to resolve  
2 such issues when appropriate.

3 21. PROHIBITION ON PUBLICITY

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

12 22. LOBBYING AND POLITICAL ACTIVITY

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

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

18 23. STATE ENERGY CONSERVATION

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

22 24. FRATERNIZATION

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

26 25. INTERPRETATION OF LAWS AND REGULATIONS

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

1           26.    COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

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

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

16           27.    NO OBLIGATION BY FEDERAL GOVERNMENT

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

20           28.    PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

23           29.    RECORDS

24           A.    Record Establishment and Maintenance

25           SUBRECIPIENT shall establish and maintain records in accordance with those  
26 requirements prescribed by COUNTY, with respect to all matters covered by this Agreement.  
27 SUBRECIPIENT shall retain all fiscal books, account records and client files for services performed  
28 under this Agreement for at least five (5) years from date of final payment under this Agreement or until

1 all State and Federal audits are completed for that fiscal year, whichever is later.

2 B. Cost Documentation

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

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

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

19 C. Service Documentation

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

24 30. PUBLIC RECORDS

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

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

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

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

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

12          E.     This Agreement, and any record or data that the SUBRECIPIENT may provide to  
13 the COUNTY, is subject to public disclosure as information concerning the conduct of the people's  
14 business of the State of California under California Constitution, Article 1, section 3, subdivision (b).

15          F.     Any marking of confidentiality or restricted access upon or otherwise made with  
16 respect to any record or data that the SUBRECIPIENT may provide to the COUNTY shall be  
17 disregarded and have no effect on the COUNTY's right or duty to disclose to the public or governmental  
18 agency any such record or data.

19           31.    SINGLE AUDIT CLAUSE

20           If SUBRECIPIENT expends Seven Hundred Fifty Thousand Dollars (\$750,000) or more  
21 in Federal and Federal flow-through monies annually, SUBRECIPIENT agrees to conduct an annual  
22 audit in accordance with the requirements of the Single Audit Standards as set forth in Office of  
23 Management and Budget (OMB) Title 2 of the Code of Federal Regulations Part 200. SUBRECIPIENT  
24 shall submit said audit and management letter to COUNTY. The audit must include a statement of  
25 findings or a statement that there were no findings. If there were negative findings, SUBRECIPIENT  
26 must include a corrective action signed by an authorized individual. SUBRECIPIENT agrees to take  
27 action to correct any material non-compliance or weakness found as a result of such audit. Such audit  
28 shall be delivered to COUNTY's DSS, Administration, for review within nine (9) months of the end of any

1 fiscal year in which funds were expended and/or received for the program. Failure to perform the  
2 requisite audit functions as required by this Agreement may result in COUNTY performing the necessary  
3 audit tasks, or at COUNTY's option, contracting with a public accountant to perform said audit, or, may  
4 result in the inability of COUNTY to enter into future agreements with SUBRECIPIENT. All audit costs  
5 related to this Agreement are the sole responsibility of SUBRECIPIENT.

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

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

24           32.     AUDITS AND INSPECTIONS

25           The SUBRECIPIENT shall at any time during business hours, and as often as the COUNTY may  
26 deem necessary, make available to the COUNTY for examination all of its records and data with respect  
27 to the matters covered by this Agreement, excluding attorney-client privileged communications. The  
28 SUBRECIPIENT shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of

1 such records and data necessary to ensure SUBRECIPIENT'S compliance with the terms of this  
2 Agreement.

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

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

17 33. SUBRECIPIENT'S NAME CHANGE

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

22 34. CHILD ABUSE REPORTING

23 SUBRECIPIENT shall utilize a procedure acceptable to COUNTY to ensure that all of  
24 SUBRECIPIENT'S employees, volunteers, consultants, subcontractor or agents performing services  
25 under this Agreement shall report all known or suspected child abuse or neglect to one or more of the  
26 agencies set forth in Penal Code Section 11165.9. This procedure shall include having all of  
27 SUBRECIPIENTS' employees, volunteers, consultants, subcontractor, or agents performing services  
28 under this Agreement sign a statement that he or she knows of and will comply with the reporting

1 requirements set forth in Penal Code Section 11166. The statement to be utilized by SUBRECIPIENTS  
2 is set forth in Exhibit D, attached hereto and by this reference incorporated herein.

3 35. PROPERTY OF COUNTY

4 Any use of COUNTY funds provided under this Agreement, as specified in Exhibit B, for the  
5 purchase of computer hardware, software, and printers must be approved by COUNTY prior to  
6 purchase and must meet COUNTY specifications. SUBRECIPIENT agrees to take reasonable and  
7 prudent steps to ensure the security of any and all said hardware and software provided to it by  
8 COUNTY under this Agreement, and to maintain replacement-value insurance coverages on said  
9 hardware and software approved by COUNTY.

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

18 36. PUBLIC INFORMATION

19 SUBRECIPIENT shall disclose the U.S. Department of Agriculture and COUNTY as a funding  
20 source in all public information and program materials developed in support of contracted services.  
21 Disclosure shall include a nondiscrimination statement.

22 37. NOTICES

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

25 COUNTY

SUBRECIPIENT

26 Director of Social Services, County of Fresno

Chief Executive Officer, Reading and Beyond

27 205 W Pontiac Way, Building 2

4670 E Butler Avenue

28 ///

1 Clovis, CA 93612

Fresno, CA 93727

2 Either party may change the information in this section by giving notice as provided in this section.

3 All notices between the COUNTY and SUBRECIPIENT provided for or permitted under this Agreement  
4 must be in writing and delivered either by personal service, by first-class United States mail, by an overnight  
5 commercial courier service, by telephonic facsimile transmission, or by Portable Document Format (PDF)  
6 document attached to an email. A notice delivered by personal service is effective upon service to the  
7 recipient. A notice delivered by first-class United States mail is effective three COUNTY business days  
8 after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by  
9 an overnight commercial courier service is effective one COUNTY business day after deposit with the  
10 overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day  
11 delivery, addressed to the recipient. A notice delivered by telephonic facsimile transmission or by PDF  
12 document attached to an email is effective when transmission to the recipient is completed (but, if such  
13 transmission is completed outside of COUNTY's business hours, then such delivery is deemed to be  
14 effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine  
15 record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in  
16 this section establishes, waives, or modifies any claims presentation requirements or procedures provided  
17 by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government  
18 Code, beginning with section 810).

19 38. CHANGE OF LEADERSHIP/MANAGEMENT

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

26 39. NO THIRD PARY BENEFICIARIES

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

1           40.    AUTHORIZED SIGNATURE

2           SUBRECIPIENT represents and warrants to COUNTY that:

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

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

8           41.    ELECTRONIC SIGNATURE

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

24           42.    COUNTERPARTS

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

27           43.    GOVERNING LAW, JURISDICTION, AND VENUE

28           The laws of the State of California govern all matters arising from or related to this Agreement.

1 This Agreement is signed and performed in Fresno County, California. SUBRECIPIENT consents to  
2 California jurisdiction for actions arising from or related to this Agreement, and, subject to the  
3 Government Claims Act, all such actions must be brought and maintained in Fresno County.

4 44. NO WAIVER

5 Payment, waiver, or discharge by COUNTY of any liability or obligation of SUBRECIPIENT  
6 under this Agreement on any one or more occasions is not a waiver of performance of any continuing or  
7 other obligation of SUBRECIPIENT and does not prohibit enforcement by COUNTY of any obligation on  
8 any other occasion.

9 45. DISPUTES

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

17 46. SEVERABILITY

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

22 47. CONSTRUCTION

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

26 48. DAYS

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

28 ///

1           49.    ENTIRE AGREEMENT

2           This Agreement, including its exhibits, constitutes the entire agreement between the  
3 SUBRECIPIENT and COUNTY with respect to the subject matter hereof and supersedes all previous  
4 negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any  
5 nature whatsoever unless expressly included in this Agreement. If there is any inconsistency between  
6 the terms of this Agreement without its exhibits and the terms of the exhibits, then the inconsistency will  
7 be resolved by giving precedence first to the terms of this Agreement without its exhibits, and then to the  
8 terms of the exhibits.

9  
10 The parties are executing this Agreement on the date stated in the introductory clause.

11 **SUBRECIPIENT:**

**COUNTY OF FRESNO:**

12 \_\_\_\_\_

12 Sal Quintero  
13 Sal Quintero, Chairman of the Board of  
14 Supervisors of the County of Fresno

14 Print Name: Randy Dhindsa

15 Title: [Signature]  
16 ~~Chairman of the Board, or~~  
17 President, or any Vice President

17 **ATTEST:**  
18 Bernice E. Seidel  
19 Clerk of the Board of Supervisors  
20 County of Fresno, State of California

18 [Signature]

20 Print Name: Korbe Dill

20 By: Haname  
21 Deputy

21 Title: Secretary  
22 Secretary (of Corporation), or  
23 any Assistant Secretary, or  
24 Chief Financial Officer, or  
25 any Assistant Treasurer

26 Mailing Address:  
27 4670 E. Butler Avenue  
28 Fresno, CA 93702  
Contact: Sandra Flores, Chief Executive Officer  
Phone No: (559) 342-8616

1 FOR ACCOUNTING USE ONLY:  
Fund/Subclass: 0001/10000  
2 ORG No.: 56107001  
3 Account No.: 7870

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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, 2023, through September 30, 2023

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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 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. NACF is defined as a CalFresh household in which all members do not receive some type of public assistance in addition to CalFresh, including CalWORKs, Tribal TANF, Supplemental Security Incomes/State Supplementary Payment, and GA/GR. 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 in Reedley.

### **III. CONTRACTOR'S RESPONSIBILITIES**

RAB shall provide CFET services to clients referred and enrolled into the program. When a referral is received, RAB shall review the referral, conduct an intake assessment, and provide services accordingly. RAB may reverse-refer potential clients to the Department to apply for CalFresh (CF) benefits, and, if CF benefits are approved, the client may be referred to RAB for enrollment into the CFET program.

RAB shall 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 will refer or transition all eligible participants to another program for ongoing services prior to the contract termination.

RAB shall provide the following:

**A. Operational Hours**

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

**B. Intake, Assessment and Orientation**

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 accept all appropriate referrals.
2. Assessment and Orientation will be conducted on an individual basis by a CFN, generally this CFN becomes the case manager. Assessment and Orientation 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. RAB will create an Individual Employment Plan (IEP) for participants which includes:
  - a) Participation in the appropriate CFET component
  - 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 that fail to show for their Assessment and/or Orientation within five business days. Contact, or attempt thereof, will be made twice per week for two weeks and may be made by:
  - a) Contacting the participant by phone (Including by telephone call and text messaging).
  - b) Contacting the participant by email if an email address was provided.
  - c) Sending a letter to participants not reached by phone or email.

**C. Supervised Job Search**

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

3. Curriculum in Supervised Job Search (SJS) includes, but is not limited to the following:
  - a) Basic computer skills
  - b) Job search strategies
  - c) Comprehensive interview preparation
  - d) Mock interviews
  - e) Common workplace etiquette
  - f) Career coaching
  - g) Job opportunities
  - h) Financial counseling & budget planning
  - i) Problem solving for transportation issues
  - j) Social support development
  - k) Resume & Cover Letter Preparation
  - l) Effective job searching techniques
  - m) Online and handwritten application processes
  - n) Face-to-face and telephone interview skills
  - o) Appropriate dress and hygiene
  - p) Understanding employer expectations
  - q) Teamwork
  - r) Effective communication
  - s) Problem solving
  - t) Obtaining and retaining employment
4. RAB will guide participants toward available job opportunities and assist with the application process as needed.

#### **D. Education**

1. Participants determined by their CFN to require additional education may be provided the following as needed:
  - a) GED/High School Diploma preparation
  - b) Adult Basic Education
  - c) Digital literacy and English as a Second Language
  - d) Enrollment in appropriate certificate or vocational training programs
  - e) Enrollment in Fresno Regional Workforce Development Board (WDB) sponsored trainings
2. Approved institutions can be found at California Community Colleges site ([ccco.edu](http://ccco.edu)) or California Adult Education site ([caladulthood.org](http://caladulthood.org)). Participants attending an institution not listed may be pre-approved by the Department.
3. 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. Ancillary/Support Reimbursement**

RAB is required to provide ancillary/support reimbursement to aid in barrier removal for participation in the CFET program. Allowable reimbursements must be reasonable and necessary, follow CFET guidelines and be approved by the Department. These ancillary/support services 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
- Tuition and 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 2 months).

#### **G. Disengaged Participants**

1. RAB will attempt to contact disengaged participants by:
  - a) Contacting the participant by phone twice per week for two weeks (including by telephone call and text messaging).
  - b) Send a letter to those not reached by phone.
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 or substance abuse services, legal assistance, and family counseling.

#### **I. Reedley Participants**

1. RAB will provide the same employment and training services provided in metro Fresno to rural participants in Reedley. RAB will contact the Department representative in Reedley to reserve the office space for CFET service delivery.
2. RAB will have access to space to conduct Orientation in the DSS Office located in Reedley.

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 Reedley office.

#### **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 IEP
8. Signed and dated Grievance Procedure

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

1. Number of referrals from the Department
2. Number of participants that accepted and were enrolled into CFET services
3. Number of participants to become employed
4. Number of participants engaged in each component
5. Number of participants who do not enroll including why they declined.

#### **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**

RAB shall meet the following performance outcomes:

1. **Participant Enrollment:** Enroll a minimum of 50% of NACF recipients referred by the Department into CFET.
2. **Participant Employment:** A minimum of 40% of all enrolled CFET participants will find gainful employment working an average of 20 hours or more per week within 6 months of program enrollment. This outcome will include participant follow-ups 3 months after the termination date of this agreement (9/30/23), through 12/31/23, to be submitted to the County by 1/31/24.
3. **Educational or Vocational Program Completion:** Of the enrolled educational or vocational participants, 80% will complete their program with the accompanying certificate. This outcome will include participant follow-ups 3 months after the termination date of this agreement (9/30/23), through 12/31/23, to be submitted to the County by 1/31/24.
4. **Reduction or Termination of CalFresh Benefits:** A minimum of 40% of participants will experience either a reduction or termination of their CF benefits due to increased income; no longer meeting income guidelines for eligibility. This outcome will include a participant follow-up by RAB at 3 months after the termination date of this agreement (9/30/23), through 12/31/23, to be submitted to the County by 1/31/24.

**BUDGET SUMMARY**

ORGANIZATION: Reading and Beyond  
 SERVICES: CalFresh Employment and Training  
 CONTRACT PERIOD: March 1, 2023 through September 30, 2023  
 CONTRACT AMOUNT: \$397,082

<u>BUDGET CATEGORIES</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>
<b><u>SALARIES &amp; BENEFITS</u></b>		
Salaries	0100	\$161,793
Payroll Taxes	0150	\$13,995
Benefits	0200	\$63,098
Salaries & Benefits Subtotal		\$238,886
<b><u>SERVICES &amp; SUPPLIES</u></b>		
Insurance	0250	\$630
Communications	0300	\$6,461
Office Expense/ Equipment Rental	0350	\$6,000
Office Rental – Facilities	0450	\$6,300
Tuition	0460	\$50,000
Transportation – Mileage	0700	\$2,707
Program Supplies	0550	\$4,545
Indirect Costs *	0850	\$31,553
Services & Supplies Subtotal		\$108,196
Maximum Ancillary/Support Services Reimbursement		\$50,000
<b>TOTAL</b>		<b>\$397,082</b>

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

**PERSONNEL AND EMPLOYEE BENEFITS**

ORGANIZATION: Reading and Beyond  
 SERVICES: CalFresh Employment and Training  
 CONTRACT PERIOD: March 1, 2023 through September 30, 2023  
 CONTRACT AMOUNT: Not to exceed \$397,082

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**PERSONNEL & SALARIES**

Title	No. of Persons	% of time on Project	Total Cost
Senior Manager	1	.20	\$16,333
Program Manager	1	1.0	\$37,613
Controller	1	.20	\$11,037
Career & Family Navigator	3.5	1.0	\$85,680
Operations Director	1	.20	\$11,130
<b>TOTAL COST</b>			<b>\$161,793</b>

**BENEFITS**

<u>Employment Benefits &amp; Payroll Taxes</u>			<u>Item Total</u>
FICA	Payroll Taxes	7.65%	<u>\$12,377</u>
SDI	Payroll Taxes	1.00%	<u>\$1,618</u>
401K	Employment Benefits	4%	<u>\$6,471</u>
Health Benefits	Employment Benefits	25%	<u>\$40,448</u>
PTO	Employment Benefits	10%	<u>\$16,179</u>
Total Benefits/Payroll Taxes			<u>\$77,093</u>
<b>TOTAL SALARIES &amp; BENEFITS</b>			<b><u>\$238,886</u></b>

**BUDGET DETAIL**

ORGANIZATION: Reading and Beyond  
 SERVICES: CalFresh Employment and Training  
 CONTRACT PERIOD: March 1, 2023 through September 30, 2023  
 CONTRACT AMOUNT: Not to exceed \$397,082

ACCOUNT NUMBER	CATEGORY & DESCRIPTION	TOTAL
	<u>INSURANCE</u>	\$630
	Workers compensation insurance @ \$161,793 X .0039	
	<u>COMMUNICATION</u>	\$6,461
	Telephone @ 50 X 5.1 FTE X 7 months Internet @ \$50 X 5.1 X 7 months Social Solutions (case mgmt. Software) @ \$70 X 5.1 X 7 months Cell phone allowance @ \$40 X 1.4 X 7 months	
	<u>OFFICE EXPENSE / EQUIPMENT RENTAL</u>	\$6,000
	Paper, pens, toner, paperclips, fingerprinting, etc. @ \$6,000	
	<u>OFFICE RENTAL</u>	\$6,300
	Office rent to include a prorated share of repairs and maintenance, depreciation, utilities, etc. Estimate \$900 per month	
	<u>TUITION</u>	\$50,000
	Tuition for clients.	
	<u>TRANSPORTATION</u>	\$2,707
	Mileage @ approximately 590 miles X 7 months X \$.655 per mile	
	<u>PROGRAM SUPPLIES</u>	\$4,545
	Materials for clients @ \$4,545	
	<u>OTHER (INDIRECT COSTS)</u>	\$31,553
	May only be billed at 10% of actual expenditures.	
<b>TOTAL</b>		<b>\$108,196</b>

**BUDGET DETAIL – PARTICIPANT REIMBURSEMENT**

ORGANIZATION: Reading and Beyond

SERVICES: CalFresh Employment and Training

CONTRACT PERIOD: March 1, 2023 through September 30, 2023

CONTRACT AMOUNT: Not to exceed \$397,082

TOTAL SALARIES & BENEFITS: \$238,886

TOTAL SERVICE & SUPPLIES: \$108,196

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
- Tuition and 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 2 months)

## 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.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE