

1 **SERVICE AGREEMENT**

2 This Service Agreement ("Agreement") is dated _____ and is between
3 the County of Fresno, a political subdivision of the State of California ("County") and the Fresno
4 County Superintendent of Schools, a California local educational agency, whose address is
5 1111 Van Ness Avenue, Fresno, CA 93721 ("Subrecipient") for the purpose of coordinating
6 Educational Support of Dependent Youth (Title IV-E Foster Care Administrative Activities).

7 **Recitals**

8 AB 854 requires a County Superintendent of Schools with a Foster Youth Services
9 Coordinating Program, hereinafter referred to as "FYSCP", to enter into an agreement with their
10 County's Child Welfare Department to leverage funds received in drawing down Title IV-E
11 dollars to be paid to the County Superintendent of Schools.

12 County's Department of Social Services is responsible for administration of the Title IV-E of
13 the Social Security Act pursuant to Assembly Bill 490 (Chapter 862, Statutes of 2003), where
14 the County is required to adhere to key provisions to support the educational opportunities
15 within the best interest of the child in foster care. Subrecipient operates FYSCP and is
16 responsible for providing services in accordance with Education Code Section 42920, 42926,
17 et.seq., to serve dependent foster youth residing in Fresno County. County utilized a Sole
18 Source Acquisition Request as the Title IV-E of the Social Security Act allows FYSCP agencies
19 as defined in 45 CFR 1356.60(c) to claim reimbursement for Federal Title IV-E activities that
20 include, but are not limited to, case plan development, referral to services, case reviews, case
21 management and supervision.

22 The parties therefore agree as follows:

23 **Article 1**

24 **Subrecipient 's Services**

25 1.1 **Scope of Services.** The Subrecipient shall perform all of the services provided in
26 Exhibit A to this Agreement, titled "Scope of Services," and pursuant to the staffing patterns
27 detailed in Exhibit B, titled "Title IV-E Activities, Claims, and Procedures."
28

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

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

Article 2

County's Responsibilities

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

Article 3

Compensation, Invoices, and Payments

3.1 The County agrees to pay, and the Subrecipient agrees to receive, compensation for the performance of its services under this Agreement as described in Exhibit B. Subrecipient agrees to receive compensation in accordance with Exhibit C, titled "Fresno County Superintendent of Schools – Foster Youth Services Maximum Eligible Title IV-E Draw Down", attached here to and by this reference incorporated herein.

3.2 **Maximum Compensation.** The maximum compensation payable to the Subrecipient under this Agreement is five million, six hundred and eighty-seven thousand, and sixteen dollars (\$5,687,016). For the period of July 1, 2025 through June 30, 2026, in no event shall compensation paid for services performed under this agreement be in excess of one million, thirty four thousand and ninety seven dollars (\$1,034,097). For the period of July 1, 2026 through June 30, 2027, in no event shall compensation paid for the services performed under this Agreement be in excess of one million, eighty seven thousand, three hundred and eighty six dollars (\$1,087,386). For the period of July 1, 2027 through June 30, 2028, in no event shall compensation for these services performed under this Agreement be in excess of one million, one hundred and thirty two thousand, eight hundred and twenty five dollars (\$1,132,825). For the optional twelve (12) month extension for the period of July 1, 2028 through June 30, 2029, in

no event shall compensation paid for services performed under this Agreement be in excess of one million, one hundred and eighty nine thousand, twenty three dollars (\$1,189,023). For the optional twelve (12) month extension for the period of July 1, 2029 through June 30, 2030, in no event shall compensation paid for services performed under this Agreement be in excess of one million, two hundred and forty three thousand, six hundred and eighty five dollars (\$1,243,685).

3.3 Subrecipient is responsible for the Non-Title IV-E eligible activities cost of their FCSS-Foster Youth Services as well as the Non-Federal Share of cost of Title IV-E eligible activities. The Non-Federal Share of Title IV-E eligible activities is estimated at approximately 50%, which accounts for the Non-Federal Share of federal cost claimed. The Non-Federal Share of cost is considered the Match. Subrecipient shall certify the expenditure of this share of cost, and that these funds were not used as a match to any other federal program. The match shall be documented on a quarterly claim and must be expended in order to claim Title IV-E reimbursement. Subrecipient is responsible to conduct a month-long Time Study for each quarterly claim filed as described in Exhibit B, Section 3 titled "Procedure".

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

3.5 **Invoices.** The Subrecipient shall file original claims to County's DSS in arrears by the tenth (10th) day after services rendered in the previous quarter in attention to Staff Analyst to: DSSInvoices@fresnocountyca.gov. Claims provided to County shall have the Non-Federal Discount Rate applied to the total cost of the invoice prior to submitting to County.

At the discretion of County's DSS Director or designee, if a claim is incorrect or is otherwise not in proper form or substance, County's DSS shall have the right to deny said claims. If claim is denied, County will provide Subrecipient the opportunity to correct the error and resubmit

1 claim within the approved timelines. In the event Subrecipient fails to file a claim for the whole
2 quarter or a portion thereof, Subrecipient may submit an adjusted claim before or by the given
3 due dates provided in Exhibit B, Section 2 titled "Claims", to allow DSS Accountants ample time
4 to make requested changes.

5 In the event the County or Subrecipient make an error in any claim, the County or
6 Subrecipient may submit a corrected claim as shown in Exhibit B Section 2 titled "Claims".
7 County's obligation for payment to Subrecipient under this Agreement will be limited to the
8 amounts claimed, including corrected claims, as reimbursed by CDSS.

9 3.6 **Incidental Expenses.** Subrecipient is solely responsible for all of its costs and
10 expenses that are not specified as payable by the County under this Agreement.

11 **Article 4**

12 **Term of Agreement**

13 4.1 **Term.** This Agreement is effective on July 1, 2025, and terminates on June 30, 2028
14 except as provided in section 4.2, "Extension," or Article 6, "Termination and Suspension,"
15 below.

16 4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-
17 year periods only upon written approval of both parties at least 30 days before the first day of
18 the next one-year extension period. The County's DSS Director or his or her designee is
19 authorized to sign the written approval on behalf of the County based on the Subrecipient's
20 satisfactory performance. The extension of this Agreement by the County is not a waiver or
21 compromise of any default or breach of this Agreement by the Subrecipient existing at the time
22 of the extension whether or not known to the County.

23 **Article 5**

24 **Notices**

25 5.1 **Contact Information.** The persons and their addresses having authority to give and
26 receive notices provided for or permitted under this Agreement include the following:

27 ///

28 ///

For the County:

Director, Department of Social Services
County of Fresno
PO Box 1912
Fresno, CA 93718-1912

For the Subrecipient:

Superintendent, Fresno County
Superintendent of Schools
1111 Van Ness Avenue
Fresno, CA 93721

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

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

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

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

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

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

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

Article 6

Termination and Suspension

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

- (A) Modify the services provided by the Subrecipient under this Agreement; or
- (B) Terminate this Agreement.

6.2 Termination for Breach.

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

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

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

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

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

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

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

Article 7

Independent Contractor

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

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

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

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

Article 8

Indemnity and Defense

8.1 **Indemnity.** Subrecipient shall indemnify and hold harmless and defend the County (including its officers, agents, employees, and volunteers) against all claims, demands, injuries,

1 damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of
2 any kind to the County, the Contractor, or any third party that arise from or relate to the
3 performance or failure to perform by the Subrecipient (or any of its officers, agents,
4 subcontractors, or employees) under this Agreement. The County may conduct or participate in
5 its own defense without affecting the Subrecipient's obligation to indemnify and hold harmless or
6 defend the County.

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

14 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

15 **Article 9**

16 **Insurance**

17 9.1 The Subrecipient shall comply with all the insurance requirements in Exhibit E to this
18 Agreement.

19 **Article 10**

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

21 10.1 **Inspection of Documents.** The Subrecipient shall make available to the County,
22 and the County may examine at any time during business hours and as often as the County
23 deems necessary, all of the Subrecipient's records and data with respect to the matters covered
24 by this Agreement, excluding attorney-client privileged communications. The Subrecipient shall,
25 upon request by the County, permit the County to audit and inspect all of such records and data
26 to ensure the Subrecipient's compliance with the terms of this Agreement.

27 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
28 Agreement exceeds \$10,000, the Subrecipient is subject to the examination and audit of the

1 California State Auditor, as provided in Government Code section 8546.7, for a period of three
2 years after final payment under this Agreement. This section survives the termination of this
3 Agreement.

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

15 Subrecipient shall be financially responsible for audit exceptions on disallowances by the
16 State and Federal Government. Subrecipient shall provide audit records in compliance with 2
17 CFR part 200 Subparts E and F (previously OMB Circular A-122) and provide a copy of the
18 organizational wide audit annually. Failure to do so may end in the denial of payment under this
19 or subsequent Agreement's.

20 **10.3 Single Audit Clause.** If Subrecipient expends One Million Dollars (\$1,000,000) or
21 more in Federal and Federal flow-through monies annually, Subrecipient agrees to conduct an
22 annual audit in accordance with the requirements of the Single Audit Standards as set forth in
23 Office of Management and Budget (OMB) Title 2 of the Code of Federal Regulations Part 200.
24 Subrecipient shall submit said audit and management letter to County. The audit must include a
25 statement of findings or a statement that there were no findings. If there were negative findings,
26 Subrecipient must include a corrective action signed by an authorized individual. Subrecipient
27 agrees to take action to correct any material non-compliance or weakness found as a result of
28 such audit. Such audit shall be delivered to County's DSS, Administration, for review within nine

(9) months of the end of any fiscal year in which funds were expended and/or received for the program. Failure to perform the requisite audit functions as required by this Agreement may result in County performing the necessary audit tasks, or at County's option, contracting with a public accountant to perform said audit, or may result in the inability of County to enter into future agreements with Subrecipient. All audit costs related to this Agreement are the sole responsibility of Subrecipient.

10.4 Program Audit Requirements. A single audit report is not applicable if all Subrecipient's Federal contracts do not exceed the One Million Dollars (\$1,000,000) requirement per 2 CFR 200.501(b) or Subrecipient's funding is through Drug related Medi-Cal. If a single audit is not applicable, a program audit must be performed and a program audit report with management letter shall be submitted by Subrecipient to County as a minimum requirement to attest to Subrecipient's solvency. Said audit report shall be delivered to County's DSS, Administration, for review no later than nine (9) months after the close of the fiscal year in which the funds supplied through this Agreement are expended. Failure to comply with this Act may result in County performing the necessary audit tasks or contracting with a qualified accountant to perform said audit. All audit costs related to this Agreement are the sole responsibility of Subrecipient who agrees to take corrective action to eliminate any material noncompliance or weakness found as a result of such audit. Audit work performed by County under this paragraph shall be billed to the Subrecipient at County cost, as determined by County's Auditor-Controller/Treasurer-Tax Collector.

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

(A) Cost Documentation. Subrecipient agrees to maintain records to verify costs under this Agreement including a General Ledger, properly executed payrolls, time

1 records, invoices, vouchers, orders, proof of payment, and any other accounting
2 documents pertaining in whole or in part to this Agreement and they shall be clearly
3 identified and readily accessible. The support documentation must indicate the line
4 budget account number to which the cost is charged.

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

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

16 10.6 **Public Records.** The County is not limited in any manner with respect to its public
17 disclosure of this Agreement or any record or data that the Subrecipient may provide to the
18 County. The County's public disclosure of this Agreement or any record or data that the
19 Subrecipient may provide to the County may include but is not limited to the following:

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

23 (B) The County may voluntarily, or upon request by any member of the public or
24 governmental agency, disclose to the public or such governmental agency any record or
25 data that the Subrecipient may provide to the County, unless such disclosure is
26 prohibited by court order.
27
28

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

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

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

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

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

18 **10.7 Public Records Act Requests.** If the County receives a written or oral request
19 under the CPRA to publicly disclose any record that is in the Subrecipient's possession or
20 control, and which the County has a right, under any provision of this Agreement or applicable
21 law, to possess or control, then the County may demand, in writing, that the Subrecipient deliver
22 to the County, for purposes of public disclosure, the requested records that may be in the
23 possession or control of the Subrecipient . Within five business days after the County's demand,
24 the Subrecipient shall (a) deliver to the County all of the requested records that are in the
25 Subrecipient's possession or control, together with a written statement that the Subrecipient,
26 after conducting a diligent search, has produced all requested records that are in the
27 Subrecipient's possession or control, or (b) provide to the County a written statement that the
28 Subrecipient, after conducting a diligent search, does not possess or control any of the

requested records. The Subrecipient shall cooperate with the County with respect to any County demand for such records. If the Subrecipient wishes to assert that any specific record or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the record or data to the County and assert the exemption by citation to specific legal authority within the written statement that it provides to the County under this section. The Subrecipient's assertion of any exemption from disclosure is not binding on the County, but the County will give at least 10 days' advance written notice to the Subrecipient before disclosing any record subject to the Subrecipient's assertion of exemption from disclosure. The Subrecipient shall indemnify the County for any court-ordered award of costs or attorney's fees under the CPRA that results from the Subrecipient's delay, claim of exemption, failure to produce any such records, or failure to cooperate with the County with respect to any County demand for any such records.

Article 11

Confidentiality and Data Security

11.1 All services performed by Subrecipient under this Agreement shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality. For the purpose of preventing the potential loss, misappropriation or inadvertent disclosure of County data including sensitive or personal client information; abuse of County resources; and/or disruption to County operations, individuals and/or agencies that enter into a contractual relationship with County for the purpose of providing services under this Agreement must employ adequate data security measures to protect the confidential information provided to Subrecipient by County, including but not limited to the following:

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

(B) Subrecipient -Owned Computers or Computer Peripherals may not be brought into County for use, including and not limited to mobile storage devices, without prior authorization from County's Chief Information Officer or their designee. Data must be

1 stored on a secure server approved by County and transferred by means of a VPN
2 (Virtual Private Network) connection, or another type of secure connection of this type if
3 any data is approved to be transferred.

4 (C) County-Owned Computer Equipment – Subrecipient or anyone having an
5 employment relationship with County may not use County computers or computer
6 peripherals on non-County premises without prior authorization from County’s Chief
7 Information Officer or their designee.

8 (D) Subrecipient may not store County’s private, confidential or sensitive data on any
9 hard-disk drive.

10 (E) Subrecipient is responsible to employ strict controls to ensure the integrity and
11 security of County’s confidential information and to prevent unauthorized access to data
12 maintained in computer files, program documentation, data processing systems, data
13 files and data processing equipment which stores or processes County data internally
14 and externally.

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

19 (G) Subrecipient is responsible to immediately notify County of any breaches or
20 potential breaches of security related to County’s confidential information, data
21 maintained in computer files, program documentation, data processing systems, data
22 files and data processing equipment which stores or processes County data internally or
23 externally.

24 (H) Subrecipient shall require its subcontractors to comply with the provisions of this
25 Data Security section.

26 **Article 12**

27 **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-** 28 **Lower Tier Covered Transactions.**

1 12.1 County and Subrecipient recognize that Subrecipient is a recipient of State or
2 Federal assistance funds under the terms of this Agreement. By signing this Agreement,
3 Subrecipient agrees to comply with applicable Federal suspension and debarment regulations,
4 including but not limited to: 7 CFR 3016.35, 29 CFR 97.35, 45 CFR 92.35, and Executive Order
5 12549. By signing this Agreement, Subrecipient attests to the best of its knowledge and belief,
6 that it and its principals:

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

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

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

18 12.2 Subrecipient shall include a clause titled "Certification Regarding Debarment,
19 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" and
20 similar in nature to this Article Thirteen (13) in all lower tier covered transactions and in all
21 solicitations for lower tier covered transactions.

22 12.3 Subrecipient shall, prior to soliciting or purchasing goods and services in excess of
23 \$25,000 funded by this Agreement, review and retain the proposed vendor's suspension and
24 debarment status at <https://sam.gov/SAM/>.

25 12.4 The certification in Article Thirteen (13) of this Agreement is a material representation
26 of fact upon which County relied in entering into this Agreement.
27
28

1 **Article 13**

2 **General Terms**

3 13.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
4 Agreement may not be modified, and no waiver is effective, except by written consent by both
5 parties. The Subrecipient acknowledges that County employees have no authority to modify this
6 Agreement except as expressly provided in this Agreement.

7 (A) Subrecipient agrees that reductions to the maximum compensation set forth
8 under Article Three (3) of this Agreement may be necessitated by a reduction in funding
9 from State or Federal sources. Any such reduction to the maximum compensation may
10 be made with the written approval of County's DSS Director or their designee and
11 Subrecipient. Subrecipient further understands that this Agreement is subject to any
12 restriction, limitations, or enactments of all legislative bodies which affect the provisions,
13 term, or funding of this Agreement in any manner. If the parties do not provide written
14 approval for modification due to reduced funding, this Agreement may be terminated in
15 accordance with Section 6.1 above.

16 13.2 **Subrecipient's Name Change.** An amendment, assignment, or new agreement is
17 required to change the name of Subrecipient as listed on this Agreement. Upon receipt of legal
18 documentation of the name change, County will process the agreement. Payment of invoices
19 presented with a new name cannot be paid prior to approval of said agreement.

20 13.3 **Public Information.** Subrecipient shall disclose County as a funding source in all
21 public information and program materials developed in support of contracted services.

22 13.4 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
23 under this Agreement without the prior written consent of the other party. Any transferee,
24 assignee or subcontractor will be subject to all applicable provisions of this Agreement, and all
25 applicable State and Federal regulations. Subrecipient shall be held primarily responsible by
26 County for the performance of any transferee, assignee or subcontractor unless otherwise
27 expressly agreed to in writing by County. The use of subcontractor by Subrecipient shall not
28 entitle Subrecipient to any additional compensation than provided for under this Agreement.

1 13.5 **Governing Law.** The laws of the State of California govern all matters arising from
2 or related to this Agreement.

3 13.6 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
4 County, California. Subrecipient consents to California jurisdiction for actions arising from or
5 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
6 brought and maintained in Fresno County.

7 13.7 **Construction.** The final form of this Agreement is the result of the parties' combined
8 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
9 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
10 against either party.

11 13.8 **Days.** Unless otherwise specified, "days" means calendar days.

12 13.9 **Headings.** The headings and section titles in this Agreement are for convenience
13 only and are not part of this Agreement.

14 13.10 **Severability.** If anything in this Agreement is found by a court of competent
15 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
16 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
17 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
18 intent.

19 13.11 **Nondiscrimination.** During the performance of this Agreement, the Subrecipient
20 shall not unlawfully discriminate against any employee or applicant for employment, or recipient
21 of services, because of race, religious creed, color, national origin, ancestry, physical disability,
22 mental disability, medical condition, genetic information, marital status, sex, gender, gender
23 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
24 all applicable State of California and federal statutes and regulation.

25 (A) Domestic Partners and Gender Identity. For State fund-funded contracts of
26 \$100,000 or more, Subrecipient certifies that it complies with Public Contract Code
27 Section 10295.3.
28

1 (B) Americans with Disabilities Act. Subrecipient shall comply with the Americans
2 with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of
3 disability, as well as all applicable regulations and guidelines issued pursuant to the ADA
4 (42 U.S.C. 12101 et seq.).

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

7 **13.12 Limited English Proficiency.** Subrecipient shall provide interpreting and translation
8 services to persons participating in Subrecipient's services who have limited or no English
9 language proficiency, including services to persons who are deaf or blind. Interpreter and
10 translation services shall be provided as necessary to allow such participants meaningful
11 access to the programs, services and benefits provided by Subrecipient. Interpreter and
12 translation services, including translation of Subrecipient's "vital documents" (those documents
13 that contain information that is critical for accessing Subrecipient's services or are required by
14 law) shall be provided to participants at no cost to the participant. Subrecipient shall ensure that
15 any employees, agents, subcontractors, or partners who interpret or translate for a program
16 participant, or who directly communicate with a program participant in a language other than
17 English, demonstrate proficiency in the participant's language and can effectively communicate
18 any specialized terms and concepts peculiar to Subrecipient's services.

19 **13.13 Drug-Free Workplace Requirements.** For purposes of this paragraph, Subrecipient
20 will be referred to as the "grantee". By drawing funds against this grant award, the grantee is
21 providing the certification that it is required by regulations implementing the Drug-Free
22 Workplace Act of 1988, 45 CFR Part 76, Subpart F. These regulations require certification by
23 grantees that they will maintain a drug-free workplace. False certification or violation of the
24 certification shall be grounds for suspension of payments, suspension or termination of grants,
25 or government wide suspension or debarment. Subrecipient shall also comply with the
26 requirements of the Drug-Free Workplace Act of 1990 (California Government Code section
27 8350 et seq.).
28

1 13.14 **Grievances.** Subrecipient shall establish procedures for handling client complaints
2 and/or grievances. Such procedures will include provisions for informing clients of their rights to
3 a State Hearing to resolve such issues when appropriate.

4 13.15 **Lobbying and Political Activity.** None of the funds provided under this Agreement
5 shall be used for publicity, lobbying or propaganda purposes designed to support or defeat
6 legislation pending in the Congress of the United States of America or the Legislature of the
7 State of California. Subrecipient shall not directly or indirectly use any of the funds under this
8 Agreement for any political activity or to further the election or defeat of any candidate for public
9 office.

10 13.16 **Clean Air Act and the Federal Water Pollution Control Act.** If the compensation
11 to be paid by the County under this Agreement exceeds One Hundred Fifty Thousand and
12 No/100 Dollars (\$150,000) of Federal funding, Subrecipient agrees to comply with all applicable
13 standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q)
14 and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations
15 must be reported to the Federal awarding agency and the Regional Office of the Environmental
16 Protection Agency (EPA).

17 13.17 **Procurement of Recovered Materials.** If compensation to be paid by the County
18 under this Agreement is funded in whole or in part with Federal funding, in the performance of
19 this Agreement, Subrecipient shall comply with section 6002 of the Solid Waste Disposal Act, as
20 amended by the Resource Conservation and Recovery Act. The requirements of Section 6002
21 include procuring only items designated in guidelines of the Environmental Protection Agency
22 (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials
23 practicable, consistent with maintaining a satisfactory level of competition, where the purchase
24 price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding
25 fiscal year exceeded \$10,000; procuring solid waste management services in a manner that
26 maximizes energy and resource recovery; and establishing an affirmative procurement program
27 for procurement of recovered materials identified in the EPA guidelines.

1 13.18 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
2 of the Subrecipient under this Agreement on any one or more occasions is not a waiver of
3 performance of any continuing or other obligation of the Subrecipient and does not prohibit
4 enforcement by the County of any obligation on any other occasion.

5 13.19 **Child Support Compliance Act.** If compensation to be paid by the County under
6 this Agreement includes State funding in excess of \$100,000, the Subrecipient acknowledges in
7 accordance with Public Contract Code 7110, that:

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

13 (B) Subrecipient to the best of its knowledge is fully complying with the earnings
14 assignment orders of all employees and is providing the names of all new employees to
15 the New Hire Registry maintained by the California Employment Development
16 Department.

17 13.20 **Priority Hiring Considerations.** If compensation to be paid by the County under this
18 Agreement includes State funding and services in excess of \$200,000, Subrecipient shall give
19 priority consideration in filling vacancies in positions funded by the Agreement to qualified
20 recipients of aid under Welfare and Institutions Code Section 11200, in accordance with Public
21 Contract Code Section 10353.

22 13.21 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
23 between the Subrecipient and the County with respect to the subject matter of this Agreement,
24 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
25 publications, and understandings of any nature unless those things are expressly included in
26 this Agreement. If there is any inconsistency between the terms of this Agreement without its
27 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
28

precedence first to the terms of this Agreement without its exhibits, and then to the terms of the exhibits.

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

13.23 **Authorized Signature.** The Subrecipient represents and warrants to the County that:

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

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

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

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

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

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

(D) Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a),

1 paragraphs (1) through (5), and agrees that each other party may rely upon that
2 representation.

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

6 13.25 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
7 original, and all of which together constitute this Agreement.

8 [SIGNATURE PAGE FOLLOWS]

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

Fresno County Superintendent of Schools

County OF FRESNO



Dr. Diane Lira, Deputy Superintendent
Fresno County Superintendent of Schools
1111 Van Ness Avenue
Fresno, CA 93721

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

Attest:

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

By: _____
Deputy

For accounting use only:

Org No.: 56107001
Account No.: 7870/0
Fund No.: 0001
Subclass No.:10000

Exhibit A

Scope of Services

Subrecipient's Responsibilities

Subrecipient agrees to provide the following types of educational support, as described in Education Code Section 42921 and as guided by the FYSCP Executive Advisory Committee, to pupils in foster care (as defined in paragraph (b) of Educational Code Section 42238.01):

- A. Work with the County to ensure no duplication of activities in serving foster youth;
- B. Work with the County to minimize changes in school placement and chronic absenteeism of youth for school stability;
- C. Support local education agencies in facilitating the prompt transfer of educational records between educational institutions when placement changes are necessary, ensure transfers are done at an educationally appropriate time, ensure appropriate partial credits are awarded and the pupil in foster care is quickly enrolled in classes;
- D. Provide educational-related information to the County as necessary to assist in delivering services to foster youth, including, but not limited to, educational status and progress information required for inclusion in court reports by Welfare and Institutions ("W&I") Code Section 16010.
- E. Conduct a month-long Time Study for each quarterly claim filed and submit to DSSInvoices@fresnocountyca.gov.
- F. Respond to requests from the juvenile court for information and work with the court to ensure the delivery of coordination of necessary educational services;
- G. Work to obtain, identify, and link dependent youth to mentoring, tutoring, vocational training, higher education and other services designated to enhance the educational prospects of foster youth;
- H. Facilitate communication between the birth parents/legal guardians, foster care provider, the teacher, the youth if 10 and older, and any other school staff or education service providers for the dependent youth

Exhibit A

- I. Share information with the birth parents/legal guardians, foster care provider and the youth if age 10 or older regarding available training programs that address education issues for youth in foster care;
- J. Refer birth parents/legal guardians, foster care provider, youth if age 10 or older and educational rights holders, of foster youth who have special education needs to special education programs and services;
- K. Refer foster youth to educational support and services;
- L. Refer foster youth to services that meet local needs identified through collaborative relationships and local advisory groups, which may include, but shall not be limited to, all of the following:
 - 1. Mentoring;
 - 2. Counseling;
 - 3. Transition services;
 - 4. Emancipation services and
 - 5. Education case management and services.
- M. Establish collaborative relationships and local advisory groups;
- N. Establish a mechanism for the efficient and expeditious transfer of health and education records and the health and education passport;
- O. Provide regular updates on the status, grades, and performance of Fresno County foster youth, including but not limited to 504 agreements, Individual Education Plans and evaluations, to the extent allowed by law; and
- P. Track data and report on outcomes within the time schedule established in joint agreement with County's Department of Social Services.

Examples of these activities are further described in Exhibit B, Title IV-E Activities, Invoicing, and Procedures, attached hereto and by this reference incorporated herein.

County's Responsibilities

County agrees to:

- A. Work in partnership with Subrecipient to achieve the identified goals and outcomes;
- B. Work with Subrecipient to coordinate issues, resolve problems, and facilitate the timely referral or notification of placement moves for eligible foster youth;
- C. Work with Subrecipient to implement a jointly-developed process for the sharing/mutual exchange of information and data for all youth served pursuant to this Agreement;
- D. Facilitate and participate in joint problem solving with Subrecipient to address youth needs while partnering to establish target youth populations;
- E. Provide a venue to leverage California Department of Education Foster Youth Services Coordinating Program funding to allow the claiming of Title IV-E allowable administrative costs;
- F. Provide a quarterly basis Title IV-E discount rate to be used by Subrecipient on their quarterly invoice.

Exhibit B

Title IV-E Activities, Claims, and Procedures

Organization: Fresno County Superintendent of Schools
Address: 1111 Van Ness Avenue
 Fresno, CA 93721
Telephone: (559) 265-3000
Contact: Pamela Hancock

1. Activity	Non-exclusive examples of Subrecipient Services & Activities
Working with Child Welfare Department and/or Juvenile Probation Department to minimize changes in school placement and decrease youth chronic absenteeism	<ul style="list-style-type: none"> ▪ Process potential school change forms ▪ Monitor the School Notification process implemented Fresno County Wide October 2024 ▪ Trainings, inquiries, professional development, advisory
Support local Educational Agencies in facilitating the prompt transfer of educational records between educational institutions when placement changes are necessary, ensure transfers are done at an educationally appropriate time, ensure appropriate partial credits are awarded and the pupil in Foster Care is quickly enrolled in classes.	<ul style="list-style-type: none"> ▪ Foster Focus – Child Welfare Services/Case Management System report/uploads ▪ Foster Focus – uploading/scanning records such as transcripts, education documents ▪ Advocacy/emails to award partial credits, inquiries, trainings, professional development ▪ Record requests and transfer of records to/from schools, facilitating transfer ▪ Maintain Foster Focus database, consulting, training. ▪ Create, develop, implement and support inter and intra agency collaborations.
Provide education-related information to the Child Welfare Department and/or Juvenile Probation Department to assist in delivering services to, educational status and progress information required for inclusion in court reports	<ul style="list-style-type: none"> ▪ Maintain Foster Focus database, consulting, professional development, training; ▪ Transfer of educational records to the Child Welfare Department Social Worker and/or Probation Officers. ▪ Providing educational information through email to the Child Welfare Department Social Workers and/or Probation Officers. ▪ Attend Child and Family Team and/or case planning meetings as requested by Child Welfare and/or Probation ▪ Create, develop, implement and support inter and intra agency collaborations.

Exhibit B

Respond to request from juvenile court for information and work with the court to ensure the delivery or coordination of necessary educational services	<ul style="list-style-type: none"> ▪ Training professional development ▪ Inquires ▪ Create, develop, implement and support inter and intra agency collaborations.
Activity	▪ Non-exclusive examples of Subrecipient Services & Activities
Work to obtain, identify and link foster youth to mentoring, tutoring, vocational training, higher education and other services designed to enhance the educational prospects of foster youth	<ul style="list-style-type: none"> ▪ Emails consulting with birth parents/legal guardians, counselors, foster care providers and teachers ▪ Academic counseling referral (referring student to their counselor after iPlan consultation) ▪ Infant/preschool/head start/ intervention referral ▪ Referral for birth certificate ▪ Referral for California identification card ▪ Referral to district for tutoring, academic intervention, or other district services ▪ Summer enrichment programs – referrals, recruiting ▪ Referral to college support programs (Next Up/ Renaissance Scholars, etc.) ▪ College/career events (preparation only) ▪ Create, develop, implement and support inter and intra agency collaborations.
Facilitating communication between the birth parents/legal guardians, foster care provider, the teacher, the youth if age 10 or older and any other school staff or education service providers for the foster youth	<ul style="list-style-type: none"> ▪ JV-535 uploads so districts can identify who holds education rights ▪ Contact list – when people are referred to School District Education Liaisons ▪ Link Child Welfare, Social Worker, Probation Officer, etc. ▪ iPlan (inquiries) ▪ Create, develop, implement and support inter and intra agency collaborations.
Sharing information with the birth parents/legal guardians, foster care provider and youth if age 10 or older regarding available training programs that address education issues for youth in foster care	<ul style="list-style-type: none"> ▪ Preparation for trainings/workshops and conducting trainings ▪ College/career events (planning) ▪ iPlan development ▪ Adult/counselor iPlan trainings ▪ Create, develop, implement and support inter and intra agency collaborations.
Refer birth parents/legal guardians, foster care provider of foster youth and youth if age 10 or older who have special education programs & services	<ul style="list-style-type: none"> ▪ Consultation or referral to district special education contacts ▪ Create, develop, implement and support inter and intra agency collaborations.

Exhibit B

<p>Refer Foster Youth to Educational Support and Services</p>	<ul style="list-style-type: none"> ▪ Emails consulting with counselors, foster care provider and teachers ▪ Academic counseling referral (referring student to their counselor after iPlan consultation) ▪ Infant/preschool/head start/intervention referral ▪ Referral for birth certificate ▪ Referral for California identification card ▪ Referral to district for tutoring, academic intervention, or other district services ▪ Summer enrichment programs – referrals recruiting ▪ Referral to college support programs (Next Up/Renaissance Scholars, etc.) ▪ College/career events (preparation only) ▪ Inquiries ▪ Staff meetings, advisory meeting ▪ Create, develop, implement and support inter and intra agency collaborations.
<p>Refer foster youth to services that meet local needs identified through collaborative relationships and local advisory groups, which may include, but shall not be limited to: 1.) Mentoring; 2.) Counseling; 3.) Transitional Services; 4.) Emancipation Services; 5.) Education case management and services.</p>	<ul style="list-style-type: none"> ▪ Emails consulting with counselors, birth parents/legal guardians foster care provider and teachers ▪ Academic counseling referral (referring student to their counselor after iPlan consultation) ▪ Infant/ preschool/head start/intervention referral ▪ Referral for birth certificate ▪ Referral for California identification card ▪ Referral to District for tutoring, academic intervention, or other district services ▪ Summer enrichment programs – referrals, recruiting ▪ Referral to college support programs (Next Up/Renaissance Scholars, etc.) ▪ College/career events (preparation only) ▪ Create, develop, implement and support inter and intra agency collaborations.
<p>Facilitation of timely Individualized Education Programs</p>	<ul style="list-style-type: none"> ▪ Consultation or referral to district special education contacts ▪ Create, develop, implement and support inter and intra agency collaborations.
<p>Establishing collaborative relationships & local advisory groups</p>	<ul style="list-style-type: none"> ▪ Advisory Committee meetings ▪ Other committee meetings (Foster Care and Oversight, Early Childhood Collaborative, ACCESS to Higher Education, etc.) ▪ Planning meetings ▪ Staffing meetings

Exhibit B

	<ul style="list-style-type: none"> ▪ Create, develop, implement and support inter and intra agency collaborations.
Establish a mechanism for the efficient and expeditious transfer of health and education records and the health and education passport	<ul style="list-style-type: none"> ▪ Data/database consultation and development ▪ Foster Focus database maintenance (uploads, new users, training) ▪ Create, develop, implement and support inter and intra agency collaborations.
Providing regular updates on the status, grades and performance of Fresno County Foster Youth	<ul style="list-style-type: none"> ▪ Transcript analysis ▪ Foster Focus database entries/uploads ▪ Communication with counselors of student needs after iPlan consultation ▪ Communication regarding academic progress ▪ Maintenance ▪ Create, develop, implement and support inter and intra agency collaborations.
Tracking data & reporting outcomes within the time schedule established in joint agreement with Child Welfare Department and/or Juvenile Probation Department	<ul style="list-style-type: none"> ▪ Data processed for presentations, agencies, system improvement, guidance. ▪ Provide Quarterly Activity Report to Child Welfare Department and assigned Analyst ▪ Create, develop, implement and support inter and intra agency collaborations.

Exhibit B

2. Claims:

Claims to be sent to: DSSinvoices@fresnocountyca.gov

Original County Expense Claims (CEC)	Months	Claims Submission Deadline to DSS	Expected Title IV-E Transfers to FCSS
Q1	July, August, September	October 10 th	January
Q2	October, November, December	January 10 th	April
Q3	January, February, March	April 10 th	July
Q4	April, May, June	July 10 th	October

Adjusted County Expense Claims (CEC)	Months (Due at the End of the End of the Same Quarter the Following Fiscal Year)	Adjusted Claims Submission Deadline to DSS	Adjusted CEC Claim Expected Title IV-E Transfers to FCSS
Q1	July, August, September	August 15 th	December
Q2	October, November, December	November 15 th	March
Q3	January, February, March	February 15 th	June
Q4	April, May, June	May 15 th	September

3. Procedure

A month-long Time Study will be conducted and submitted for each quarterly claim filed by FCSS. Please submit an emailed copy of the Time Study log to DSSinvoices@fresnocountyca.gov.

Quarter	Quarterly Time Study is Conducted for Following Months	Corresponding Months in Quarter
1	August 1 st through August 31 st	July, August , September
2	November 1 st through November 30 th	October, November , December
3	February 1 st through February 28 th / 29 th	January, February , March
4	May 1 st through May 31 st	April, May , June

Exhibit B

4. Sample Claim Form

As provided by the State of California All County Letter (ACL) No. 16-91, attached on the following page.

B-7

FOR THE QUARTER OF: _____

[illegible]

Verification of sufficient match reported/claimed on the monthly invoice:

I hereby certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract. In addition I certify that the funds used as the county share meet all requirements for matching federal Title IV-E and are not used as match for any other funding source.

Authorized Signature

Print Name / Title

Date _____

Approved for Payment:

 Authorize County Representative

Date _____

Title IV-E MOU

INSERT MONTH YEAR-INSERT
MONTH YEAR

Exhibit C

Fresno County Superintendent of Schools - Foster Youth Services

Maximum Eligible Title IV E Draw Down

Budget Breakdown of Eligible Activities

	Percent	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30
Total FCSS Budget		\$ 6,695,786	\$ 7,040,833	\$ 7,335,046	\$ 7,698,932	\$ 8,052,868
Non-Eligible Activities	42.80%	\$ 2,865,797	\$ 3,013,477	\$ 3,139,400	\$ 3,295,143	\$ 3,446,628
Eligible Title IV E Activities	57.20%	\$ 3,829,990	\$ 4,027,356	\$ 4,195,646	\$ 4,403,789	\$ 4,606,240

Breakdown of Eligible Activities / Federal and Non-Federal

	Percent	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30
All Eligible Title IV E Activities		\$ 3,829,990	\$ 4,027,356	\$ 4,195,646	\$ 4,403,789	\$ 4,606,240
Non-Federal Eligible Activities (Non-Federal Discount Rate)	46.00%	\$ 1,761,795	\$ 1,852,854	\$ 1,929,997	\$ 2,025,743	\$ 2,118,871
Federally Eligible Activities	54.00%	\$ 2,068,194	\$ 2,174,772	\$ 2,265,649	\$ 2,378,046	\$ 2,487,370

Breakdown of Federally Eligible Activities

	Percent	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30
Federally Eligible Activities		\$ 2,068,194	\$ 2,174,772	\$ 2,265,649	\$ 2,378,046	\$ 2,487,370
Federal Financial Participation Rate	50.00%	\$ 1,034,097	\$ 1,087,386	\$ 1,132,825	\$ 1,189,023	\$ 1,243,685
Total Allowable Federal Cost		\$1,034,097	\$1,087,386	\$1,132,825	\$1,189,023	\$1,243,685

(Annual Title IVE Draw Down)

Total Five-Year Cumulative Draw Down

\$ 5,687,016

Exhibit D

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Subrecipient or any third parties, Subrecipient, 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 Subrecipient 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 Subrecipient's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Subrecipient shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Subrecipient shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.
- (G) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to,

Exhibit D

alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Subrecipient.

Definition of Cyber Risks. “Cyber Risks” include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Subrecipient’s obligations under [identify the Article, section, or exhibit containing data security obligations] of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Subrecipient’s obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Subrecipient’s obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

If the Subrecipient is a governmental entity, it may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

2. Additional Requirements

(A) **Verification of Coverage.** Within 30 days after the Subrecipient 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 Subrecipient shall deliver, or cause its broker or producer to deliver, to the DSSContractinsurance@fresnocountyca.gov, Attention: Contract Analyst.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Subrecipient 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 Subrecipient’s policy.

Exhibit D

- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
 - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
 - (v) The technology professional liability insurance certificate must also state that coverage encompasses all of the Subrecipient's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.
 - (vi) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Subrecipient.
- (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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Subrecipient's waiver of subrogation under this paragraph is effective whether or not the Subrecipient obtains such an endorsement.

Exhibit D

- (F) **County's Remedy for Subrecipient's Failure to Maintain.** If the Subrecipient 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 Subrecipient. The County may offset such charges against any amounts owed by the County to the Subrecipient under this Agreement.
- (G) **Subcontractors.** The Subrecipient shall require and verify that all subcontractors used by the Subrecipient to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Subrecipient to provide services under this Agreement using subcontractors.