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Contract Number

24-991

SAP Number

Workforce Development Department

Department Contract Representative	<u>Bradley Gates</u>
Telephone Number	<u>909-387-9856</u>
Contractor	<u>Goodwill Industries of Southern California</u>
Contractor Representative	<u>Patrick McClenahan</u>
Telephone Number	<u>On File</u>
Contract Term	<u>October 23, 2024 to September 30, 2029</u>
Original Contract Amount	<u>\$1,750,000</u>
Amendment Amount	<u></u>
Total Contract Amount	<u>\$1,750,000</u>
Cost Center	<u></u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County), through its Workforce Development Department (WDD), requires the professional services of a contractor to provide training services, job placement activities, and supportive services to CalFresh Employment and Training (CFET) customers; and

WHEREAS, the County conducted a competitive process to find Goodwill Industries of Southern California (Contractor) to provide these CFET training services, job placement activities, and supportive services, and

WHEREAS, the County finds Contractor qualified to provide such services; and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

A. DEFINITIONS

A.1 CalFresh Employment and Training (CFET) – Also known as CFET, the federally-funded food and nutrition program, also known as the Supplemental Nutrition Assistance Program (SNAP), which increases household food budgets in the effort to help improve the health and well-being of eligible families and individuals by giving them means to meet their nutritional needs.

- A.2** CFET Program - A non-paid work experience assignment with a public or private non-profit agency serving a useful public purpose or providing a needed community service. The primary goal is to assist CalFresh customers find and retain employment that will lead to reducing or eliminating the need for CalFresh assistance. The assignment should provide the customer with basic job skills, or enhanced existing job skills.
- A.3** Education and Training - One of the three components of the CFET. This component is designed to improve the employability of CalFresh customers by providing training in a skill or trade that allows the participants to move directly into employment.
- A.4** Transitional Assistance Department (TAD) - TAD determines eligibility for CalWORKs cash benefits, Medi-Cal and CalFresh customers. TAD is also responsible for administering the Welfare-to-Work activities for CalWORKs recipients.
- A.5** Workforce Development Department (WDD) - WDD administers and operates programs under the Department of Labor's Workforce Innovation and Opportunity Act. The County Workforce Development Board oversees programs offered through WDD.

B. CONTRACTOR RESPONSIBILITIES

- B.1** Provide training services to a minimum of thirty (30) CalFresh customers per federal program year (October through September), for a total number up to one hundred and fifty (150) CalFresh customers for the period of October 23, 2024, through September 30, 2029 for the CFET program.
- B.2** Adhere to Sections "II" through "X" of the MOU between TAD and WDD for the CFET program, attached here to as Attachment "B".
- B.3** At WDD's request, Contractor shall provide information regarding its qualifications and a listing of the Contractor's key personnel including, if requested by WDD, resumes of proposed Contractor's personnel.
- B.4** Provide training services to a minimum of two and a half (2.5) CFET customers per month until reaching the minimum of 30 customers served.
- B.5** Accept referrals of CFET customers from WDD who are part of the CFET Program.
- B.6** Offer individualized and focused case management services to include a training assessment to each CFET customer.
- B.7** Assist CFET customers towards self-sufficiency through workforce development activities, which include adult basic education, General Education Diploma (GED) exam preparation and vocational training.
- B.8** Enroll customers in vocational training in order to receive a certificate, credential, diploma, degree and/or job placement. The program will seek to address educational goals, which could include:
 1. Enrollment in Workforce Development Board sponsored trainings,
 2. Enrollment in appropriate certificate training program,
 3. GED/High School Diploma (HSD) preparation,
 4. Adult Basic Education, digital literacy, and/or language improvement, or
 5. Traditional post-secondary education including Associate's and Bachelor's Degree programs.
- B.9** Provide training assistance up to \$3,000 per CFET customer.

- B10.** Ensure the following reimbursements, with appropriate caps, will be available to CFET customers, with additional reimbursements considered on a case-by-case basis (proof of continued training enrollment is required on a monthly basis for monthly or recurring requests):
1. Transportation:
 - a. Bus token as needed for participation and intermittent transportation needs uncapped,
 - b. Bus pass and/or gas cards up to the value of a bus pass, or equivalent monthly gas reimbursements for a full-time employment up to \$80.00 per month based on local transportation costs, capped at 2 months.
 - c. Bus pass or equivalent monthly gas reimbursement for part-time employment up to \$80 per month based on local public transportation costs, capped at 2 months. Additional months considered if participant is actively job searching for full-time employment,
 - d. Bus pass or equivalent monthly gas reimbursement for participants in an education program (GED/HSD, vocational training, or post-secondary education) up to \$80 per month based on local public transportation costs for the duration of the training program,
 2. Minor car repairs (non-cosmetic/non-maintenance purposes) capped at \$250.00,
 3. Interview attire one-time assistance up to \$150.00; business casual attire for employment one time assistance up to \$150.00 at approved stores,
 4. Required work uniforms uncapped with proof of requirement directly from employer,
 5. Work/training materials uncapped with proof of requirement from employer or training institution,
 6. Credentialing/Licensure up to \$500.00 for testing and credential/license fees,
 7. Pre-hire requirements (background check, etc.) uncapped with proof of requirement from employer, and
 8. Eyeglasses up to \$150.00.
 9. On-the-Job Training
- B.11** Ensure customers receive non-traditional training services including financial literacy training, nutrition classes, parenting classes, and other trainings and referrals as needed.
- B.12** Utilize Contractor's own resources, collaborations, and professional relationships with other entities, to refer customers to appropriate service providers to help achieve proficiency and performance goals.
- B.13** Maintain a monthly dialog via conference calls with WDD for the purpose of monitoring CFET customers' success.
- B.14** Provide supportive services to CFET customers while they are in job search, education and job retention per the Contractor's eligibility requirements.
- B.15** Provide monthly reports of CFET customers participating to WDD Administration with monthly invoices no later than the last day of the month for each month. The monthly reports shall contain the following information:
1. Name of customer (first and last name),
 2. Gender
 3. Social security number,
 4. Date of birth,
 5. E & T Component Type,
 6. Start date and end date of component participation,
 7. HSD/GED prior to participation,
 8. ESL status,
 9. CFET customer's reimbursement costs,
 10. Name of training,
 11. Name of school/provider, and
 12. Employment status

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

C.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

C.4 Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

C.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (d) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

C.7 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C. 9 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed

in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10 Confidentiality

Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any customer. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract. Except as may be required by California or Federal law to be disclosed as a public record, the Contractor shall require its officers, agents, employees, volunteers and any subcontractor to comply with the provisions of WIOA Section 116 (i)(3) to assure that records (or personally identifiable information contained therein) will be confidential and will not be open to examination for any person not directly connected with the administration, performance, compliance, monitoring or auditing of the services provided pursuant to this Contract.

C.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Representative

The Director of the Workforce Development Department of his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

C.13 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C. 14 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be

registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.15 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

C.16 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.17 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally

preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.19 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.20 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.21 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.22 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.23 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.24 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.25 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of “good faith” and “fair dealing”.

C.26 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor’s agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.28 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section IV–Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

C.29 Participation Clause

The County desires that Municipalities, School Districts, and other Tax Districts within the San Bernardino County requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

C.29.1 Such governmental body does not have and will not have in force any other contract for like purchases.

C.29.2 Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this contract.

C.30 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.31 Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

C.32 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.33 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

C.34 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

C.35 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.36 Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- 36.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 36.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 36.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

C. 37 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C.38 Termination for Convenience

The County reserves the right to terminate the Contract, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.39 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.40 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

C.41 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.42 Former County Administrative Officials

Contractor agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or

group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.44 Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

C.45 Artwork, Proofs and Negatives

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

C.46 Reserved

C.47 Reserved

C.48 California Consumer Privacy Act

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

C. 49 Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

C.50 Campaign Contribution Disclosure (SB 1439)

Contractor has disclosed to the County using Attachment A - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor’s proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County’s consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

D. TERM OF CONTRACT

This Contract is effective as of October 23, 2024 and expires September 30, 2029, but may be terminated earlier in accordance with provisions of this Contract.

E. COUNTY RESPONSIBILITIES

- E.1** Designate a primary point of contact for any issues or concerns arising as a result of this Contract, which is set forth in Section J of this Contract.
- E.2** Monitor and evaluate on a monthly basis the performance of the Contractor to ensure the Contractor is meeting the terms of the Contract, and the quality and effectiveness of services provided.
- E.3** Work closely with Contractor to assist with the success of the CFET Program.
- E.4** Compensate Contractor for approved expenses in accordance with the terms of this Contract, providing the Contractor provides the County with timely invoices and all required supporting documentation.
- E.5** Provide CFET referrals to Contractor who are part of the CFET Pilot Program.

F. FISCAL PROVISIONS

- F.1** The maximum amount of payment under this Contract shall not exceed \$350,000 per year, for a total amount of \$1.75 Million for the term of the Contract, of which \$1.75 Million may be federally funded, and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
- F.2** County shall make payment within sixty (60) calendar days following WDD Fiscal's receipt of an undisputed invoice from Contractor. Contractor shall provide the corresponding Contract number on its invoice, including required back-up documentation.
- F.3** Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- F.4** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- F.5** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F.6** Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- F.7** Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

F.8 Cost Allocation Plan and Methodology. The Contractor shall submit to WDD for approval a Cost Allocation Plan. The Plan will explain the allocation method used to distribute allowable direct and indirect costs. Such a Plan will describe the method for the distribution of allowable costs to the benefiting/funded program(s) and cost categories using reasonable and equitable distribution methods to ensure each funding source is fairly charged. The Plan will include the process for distributing costs that benefit more than one final cost objective, and ensure that costs are equitably distributed to all benefiting activities.

F.9 Contractor's Accounting Systems

F.9.1 Contractor warrants that it has adopted and will make available to the County all internal management systems policy and/or procedure manuals.

F.9.2 Contractor's financial and accounting system will reflect standard accounting practices and shall include records of expenditures, claims for reimbursements, cash payment, check deposits, and evidence of reconciliation with WDD records. Financial and accounting records shall be maintained in a ready condition for fiscal review, monitoring and audits, etc.

F.9.3 The Contractor shall establish an internal control structure and fund accounting procedures as required by State, Federal, or local regulations, as deemed necessary, to assure proper disbursements of, and accounting for, funds paid to the Contractor under this contract.

F.10 Compensation Details

F.10.1 Funding of this Contract is subject to continuing availability of CFET funds provided to the County during the Contract period. The County will inform the Contractor of any limitation of the availability of funds. The County also reserves the right to renegotiate any awarded Contract amount(s).

F.10.2 The total compensation to be paid to Contractor of CFET services shall not exceed County's Aggregate Maximum Obligation.

F.10.3 Contractor attests that its agency has the financial capacity to carry all costs associated with this Contract for 90 days.

F.10.4 The compensation to be paid to the Contractor, as provided herein, shall be payment in full for all the Contractor's services and expenses incurred in the performance hereof, including travel and per diem, as appropriate.

F.10.5 The Contractor shall be paid on a Cost-Reimbursement basis for allowable, reasonable and budgeted expenses under the terms and conditions of this Contract. The Contractor shall invoice the County on a monthly basis for expenditures actually incurred during the previous month(s). Reimbursement under this Contract is limited to the obligations and expenditures specified in the Program Budget.

F.10.6 Contractor shall be reimbursed for one hundred percent (100%) of a Customer's education expenses, not to exceed \$3,000 and fifty percent (50%) of a customer's education expenses exceeding \$3,000 or the annual budget, whichever comes first, for the term of the Contract, per Customer.

F.10.7 Contractor shall be reimbursed for one hundred percent (100%) of approved administrative costs and fifty percent (50%) for ancillary or transportation costs within the limits of B10 above.

F.10.8 Claims for reimbursement shall be submitted on an approved format provided by WDD no later than ten (10) calendar days following the month of service at a minimum. The invoice shall include a line-item detail of the total cost to Contractor for each budgeted line item. Reimbursement claims shall include supporting documentation for each expense classification, such as copies of payroll records, billing invoices, education invoices or receipts for costs incurred. Cost allocation (percentage) on all supporting documents should be clearly marked. The Contractor shall submit a claim for reimbursement to WDD, by email/cloud solution. WDD will provide instructions will be provided prior to submission of first invoice.

F.10.9 Contractor is responsible for providing Supportive Services to CFET customers and must use non-federal sources of funding to meet these particular program costs. The Contractor will be reimbursed for 50% of supportive service costs with the maximum reimbursement of \$50,000.00 for Transportation services, Ancillary/Materials, or training costs above the \$3,000.00 cap per year; for a total amount up to \$250,000.00 for the period of October 23, 2024 through September 30, 2029.

F.11 Advance Payments

F.11.1 The County may, at its sole discretion, approve an advance payment of the Contract budget. Advance payment will only be approved for costs based upon the anticipated expenditures and cash flow needs of Contractor. All advances will be repaid to the County within the Contract period. Advance payments are considered earned payments, unless an overpayment, monitoring finding, or audit makes repayment necessary.

F.11.2 Funds advanced shall be expended only in direct support of this Contract.

F.11.3 Release of advance funds and repayment are executed according to procedural rules adopted by WDD.

F.12 Stop Payments

F.12.1 Payments under this Contract may be suspended or terminated if grant funds to the County are suspended or terminated, or if the Contractor refuses to accept additional conditions imposed on it by the Department of Labor, Department of Health and Human Services, the State, or the County. In the event of such suspension or termination, the Contractor will be paid, up to the date of suspension or termination, for any amount that is properly incurred by the Contractor as a result of performance of this Contract.

F.12.2 WDD has the authority to withhold payments under this Contract, pending a final determination by the County, of questioned costs and/or expenditures or indebtedness to the County arising from past or present Contracts between the County and the Contractor.

F.13 Program Income

F.13.1 Program income is defined as income received by the Contractor directly generated by a grant or sub grant support activities, or earned only as a result of the grant or sub grant.

F.13.2 Such income includes income from fees for services performed, conferences, use or rental of real or personal property acquired with grant or sub grant funds, sale of property or sale of commodities, or items fabricated under a grant or sub grant, from revenues earned by governmental/public or private non-profit agencies in excess of the actual costs incurred in providing the services and from interest earned on advance of grant or sub grant funds, etc

F.13.3 The Contractor may retain any program income earned only if such income is added to the funds committed to the grant and used for CFET purposes, and under the terms and conditions applicable to the use of the grant. The Contractor receiving funds, shall maintain records sufficient to determine the amount of income received, and the purpose for which such income is utilized.

F.14 Auditing Requirements

F.14.1 The Contractor shall hire a licensed Certified Public Accountant (CPA), who shall prepare and file with the County, a certified audit of related expenditures. Audits shall be performed annually in accordance with Generally Accepted Accounting Principles (GAAP) and/or Generally Accepted Government Accounting Standards (GAGAS). In addition to the requirements of GAAP/GAGAS, the auditor will determine whether the Contractor has complied with laws, regulations, and the provisions of the Contract.

F.14.2 Pursuant to 2 CFR 200, Subpart F, Contractors expending \$750,000 or more in federal funds beginning on or after December 26, 2014, within the Contractor's fiscal year must have a single audit performed. Contractors expending less than \$750,000 must have a program-specific audit performed. A copy of the audit performed in accordance with 2 CFR 200, Subpart F, shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year.

F.14.3 As a condition of receiving CFET funds, the independent auditor or monitor of the Local Workforce Investment Area (L WIA) and TAD auditors, investigators, monitors and their representatives shall, at all times during the period that the grant is in force, and for a period of four (4) years thereafter, have access to all related records and financial statements and to individuals with knowledge of the records and financial statements as may be necessary to ensure compliance with the CFET statute, regulations and directives.

F.14.4 The Contractor will be responsible for providing the County with information that will assist the County in determining if the Contractor has met its audit requirements. This responsibility may include, but is not limited to, providing the County with a copy of the Contractor's Annual Audit Report.

F.14.5 The County is not responsible for arranging or paying for audits outside the Contract. The responsibility for audits will be that of the Contractor.

F.14.6 The County will be notified by the auditors/monitors performing audits of any incidents of fraud, misuse of funds, abuse, or other criminal activity in relation to this Contract.

F.14.7 The Contractor acknowledges that San Bernardino County may not contract with any organization, which is not in compliance with these requirements, and/or payment to the Contractor may be withheld if the Contractor fails to comply with the request.

F.15 End of Contract Report

Within forty-five (45) days following the termination of this Contract, the Contractor shall submit the End of Contract Financial Closeout and all final claims for funds under this Contract. It must accurately reflect all actual costs during the term of this Contract. In the event the Contractor does not submit the closeout within the prescribed time limits, the County reserves the right to unilaterally prepare and finalize the financial report, using the latest paid invoices and WDD payment records. All excess payments paid to the

Contractor, but not expended, shall be returned to the County as a result of the Year-End/End of Contract Financial Closeout Report.

F.16 Additional Stipulations

F.16.1 The Contractor shall assure that funds provided by this Contract must be used exclusively for activities authorized under this CFET Program. Commingling and/or diverting funds to support the activities of other programs is NOT authorized. Documentation supporting expenditures should be readily available at all times for audit and monitoring purposes.

F.16.2 For cash management, the Contractor shall not be required to maintain a separate bank account for this training program, but shall separately maintain an account for Federal funds (including CFET) on deposit in a bank insured by Federal Deposit Insurance Corporation (FDIC).

F.16.3 The Contractor shall not incur expenditures prior to the commencement date or after the termination date of this Contract. In addition, at the expiration of this Contract or upon termination prior to the expiration, funds not obligated or expended shall revert to the County.

F.16.4 The Contractor shall be responsible for any funds expended on customers who were found ineligible for CFET services or found in violation of rules, regulations, grant, or Contract.

F.16.5 The County reserves the right to negotiate the percentage of the total Contract amount directly expended on Customer.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

G.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.3 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

G.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

G.5 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

- G.11** The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- G.11.1** Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- G.11.2** Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
- a. Premises operations and mobile equipment.
 - b. Products and completed operations.
 - c. Broad form property damage (including completed operations).
 - d. Explosion, collapse and underground hazards.
 - e. Personal injury.
 - f. Contractual liability.
 - g. \$2,000,000 general aggregate limit.

- G.11.3** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- G.11.4** Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary

coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

G.11.5 Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

G.11.6 **Reserved**

G.11.7 **Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

G.11.8 **Abuse/Molestation Insurance** – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

H. RIGHT TO MONITOR AND AUDIT

H.1 The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

H.2 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

- I.1** Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- I.2** In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
 - b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - c. Withhold funds pending duration of the breach; and/or
 - d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
 - e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County
Workforce Development Department
290 North D Street, Suite 600
San Bernardino, CA 92415

Goodwill Industries of Southern California
342 N San Fernando Road
Los Angeles, CA 90031

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

K. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

L. ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

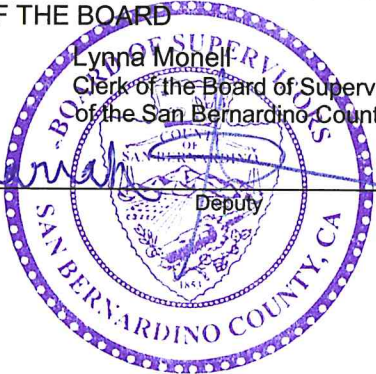
IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

► *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: OCT 2 2 2024
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

B
y *Lynna Monell*
Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County
Deputy



Goodwill Industries of Southern California
(Print or type name of corporation, company, contractor, etc.)

B
y *Patrick McClenahan*
F6F76A50A366480... Authorized signature - sign in blue ink

Name Patrick McClenahan
(Print or type name of person signing contract)

Title President & CEO
(Print or Type)

Dated: 10/04/2024 | 8:09 PM PDT

Address 342 N San Fernando Road
Los Angeles, CA 90031

FOR COUNTY USE ONLY

Signed by: *Sophia A. Curtis*
Sophia A. Curtis, Deputy County Counsel
Date 10/07/2024 | 11:13 AM PDT

Reviewed for Contract Compliance
DocuSigned by: *Robert Chavez*
Robert Chavez, Assistant Director
Date 10/07/2024 | 2:27 PM PDT

Reviewed/Approved by Department
DocuSigned by: *Bradley Gates*
Bradley Gates, Director
Date 10/07/2024 | 2:43 PM PDT



ATTACHMENT A

Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Goodwill Industries of Southern California
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: _____
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	N/A

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A	N/A	N/A

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):
N/A	N/A	N/A

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	N/A

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If **no**, please skip Question No. 10.

Yes If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.

Attachment B

MOU #M-1575-20

**MEMORANDUM OF UNDERSTANDING
between
Transitional Assistance Department
and
Workforce Development Department
for
CalFresh Employment and Training Program**

October 1, 2020

WHEREAS, the County of San Bernardino Transitional Assistance Department (TAD), desires to operate a CalFresh Employment and Training (E&T) Program to increase the earning capacity of Non-Assistance CalFresh (NACF) applicants and recipients through employment and training; and

WHEREAS, TAD has been allocated funds by the California Department of Social Services (CDSS) to provide such services; and

WHEREAS, TAD finds the County of San Bernardino Workforce Development Department (WDD), qualified and experienced to provide CalFresh E&T Program services; and

WHEREAS, TAD desires that such services be provided by WDD and WDD agrees to perform these services as set forth below;

NOW THEREFORE, TAD and WDD mutually agree to the following terms and conditions of this Memorandum of Understanding (MOU):

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ATTACHMENTS:

- ATTACHMENT A – CALFRESH EMPLOYMENT AND TRAINING SUPPORTIVE SERVICES/ANCILLARY REQUEST AND ACKNOWLEDGMENT**
- ATTACHMENT B – CALFRESH EMPLOYMENT AND TRAINING PARTICIPANT REIMBURSEMENT GUIDE**
- ATTACHMENT C – CALFRESH EMPLOYMENT AND TRAINING PROGRAM MONTHLY REPORT**
- ATTACHMENT D – CALFRESH EMPLOYMENT AND TRAINING PROGRAM BUDGET**
- ATTACHMENT E – CALFRESH EMPLOYMENT AND TRAINING PROGRAM INVOICE TEMPLATE**

I. DEFINITIONS

- A. CalFresh – The federally funded food and nutrition program, also known as the Supplemental Nutrition Assistance Program (SNAP), which increases household food budgets in the effort to help improve the health and well-being of eligible families and individuals by giving them a means to meet their nutritional needs.
- B. CalFresh Employment and Training (E&T) Program – A volunteer program for Non-Assistance CalFresh (NACF) customers that provides employment and training activities for those who are not exempt from CalFresh Work Registration. The goal of the CalFresh E&T Program is to increase the earning capacity of recipients through employment and training to achieve self-sufficiency.
- C. Case Management – A process that assures that a Customer, as defined below, receives needed services within a complex multi- and trans-disciplinary network in an efficient, supportive, and cost effective manner. Case management is client-centered, culturally appropriate, and goal-oriented. It is interactive, involves the Customer with the case manager in identifying needs and defining ways to meet those needs. Building interpersonal relationships among the Customer and case managers is both a method and goal of case management. Case management for CalFresh E&T must include, Orientation, Comprehensive Intake and Employability Assessment, Progress Monitoring, and Coordination with Service Providers.
- D. Comprehensive Intake and Employability Assessment – A process to collect and evaluate information to identify a participant's employment capabilities, barriers, and supportive service needs.
- E. Coordination with Service Providers – Process for documenting, monitoring and tracking referrals, if referrals for services are conducted.
- F. Customer – An individual who is receiving SNAP/CalFresh benefits who is registered with TAD and has been determined eligible to participate in, and who is receiving services under, a program or agreement authorized by TAD. Used interchangeably with "client," "participant," "recipient," or "enrollee."
- G. Education – One (1) of the three (3) components of the CalFresh E&T Program. This component is designed to improve the employability of participants by providing training in a skill or enhancing basic and advanced technical skills through educational programs and activities to include, but are not limited to: High School Equivalency/Diploma; General Education Development (GED); English as a Second Language (ESL) classes; Vocational Training; and Career & Technical Education (CTE). Examples of providers of vocational training activities include Community Based Organizations, adult schools, community colleges (when education program is directly linked to employment), and Regional Occupational Programs.
- H. Eligibility Worker (EW) – CalFresh staff member who provides eligibility to Customers that apply for CalFresh benefits.
- I. Human Services (HS) – A system of integrated services, where the programs and resources of nine (9) County departments come together to provide a rich, more complete array of services to the residents of the County under one coordinated effort.
- J. Job Retention – One (1) of the three (3) components of the CalFresh E&T Program. Job Retention services must be offered for a minimum of thirty (30) days and may be provided for up to ninety (90) days to those Customers who secure employment, provided they have received other employment/training services as part of CalFresh E&T Program. Job Retention services may include continued case management and assistance with items needed for the position. Contacts include ongoing case management, coaching, and mentoring to continue increasing the skills of the participant in an effort to enable participants to obtain a better job that will lead to a career.

- K. Non-Assistance CalFresh (NACF) Families – CalFresh households containing some or all members not eligible to, or not receiving, federal cash aid benefits.
- L. Orientation – Meeting designed to provide customers with in depth information regarding the CalFresh E&T and the services available.
- M. Progress Monitoring – Documentation to assist in tracking participant progress in the form of, at a minimum, monthly case notes.
- N. Qualitative Measures – An assessment of the degree of an enrollee’s success in obtaining job search skills or technical skills needed to obtain employment.
- O. Quantitative Measures – An assessment of the degree of an enrollee’s success completing his/her assigned CalFresh E&T Program activity.
- P. Subcontractor – A contract with a third party to perform all or part of the work included in this MOU.
- Q. Supervised Job Search – One (1) of the three (3) components of the CalFresh E&T Program. Participants who are ready to enter the workforce must make a minimum of three inquiries to prospective employers per week; a total of 12 inquiries per month. The Supervised Job Search component must be conducted at county-approved locations and staff must monitor and record participation in accordance with guidelines outlined in the annual plan. Activities under this component may also include, but are not limited to: Job Search Training; Work Readiness Workshops; and Mock Interviews. Participants must attend workshops a total of three (3) hours per week for four (4) weeks to complete the Supervised Job Search Workshop series within the first three (3) months of enrollment. This component typically includes ten to fifteen (10-15) hours of mentoring and coaching time and five to ten (5-10) hours of individual job search time per month. An additional twelve (12) hours of workshops are included during the month the participant completes the Supervised Job Search Workshop series.
- R. Support Services – Services that may be provided to a CalFresh E&T participant. Payment may be provided for transportation, and other reasonable and necessary expenses that are directly related to participation in an Employment & Training component.
- S. Transitional Assistance Department (TAD) – The County department that administers the financial support systems that assist needy families with basic living expenses.
- T. Workforce Development Department (WDD) – The County department that administers employment and training programs in accordance with WIOA.
- U. Workforce Innovation and Opportunity Act (WIOA) – Replaced the Workforce Investment Act of 1998. WIOA is designed to strengthen and improve our nation’s public workforce system and help get Americans, including those with significant barriers to employment, into high-quality jobs and careers and helps employers obtain skilled workers. WIOA supports innovative strategies to keep pace with changing economic conditions and seeks to improve coordination between the core WIOA and other Federal programs that support employment services, job training, adult education and literacy, and vocational rehabilitation activities.

II. **WDD SERVICE RESPONSIBILITIES**

WDD shall:

- A. Designate a primary point of contact for any issues or concerns arising as a result of this MOU.
- B. Accept referrals for CalFresh Customers for the voluntary CalFresh E&T Program and enroll participants with the goal of placing families on a pathway to self-reliance with a goal of serving

approximately thirty-five (35) CalFresh E&T participants per month in Supervised Job Search; approximately six (6) participants per month in the Education component; and approximately two (2) participants per month in Job Retention.

- C. Designate a dedicated CalFresh E&T email box for referrals, reverse referrals, monthly reports or other correspondence regarding the CalFresh E&T program.
- D. Provide an Orientation for individuals referred informing him/her/them of the information and services available through the CalFresh E&T Program.
- E. Perform a Comprehensive Intake and Employability Assessment for all TAD referred enrollees prior to placement in an E&T component to include evaluation of employability skills by examining literacy levels, communication skills, education, employment history and employment related skills, abilities and interests, barriers, and supportive service needs and, as appropriate, assign enrollees to a CalFresh E&T activity.
- F. Assign enrollees to a variety of activities, which include Supervised Job Search, Job Retention, and Education, as defined in Section I, Definitions.
- G. Monitor and track Customer progress and include in the Other Notes/Comments field on the CalFresh Employment and Training Program Monthly Report (Attachment C).
- H. Ensure CalFresh E&T Program participants receive non-traditional employment and training and other services such as financial literacy training, nutrition classes, parenting classes, and other trainings and referrals as needed.
- I. Assist NACF families towards self-sufficiency through workforce development including providing job readiness (soft skills) training, adult basic education (GED) exam preparation, and referral to vocational training.
- J. Assess need and determine all participant reimbursements for the CalFresh E&T Program. The following reimbursements, with appropriate caps, will be available to CalFresh E&T participants, with additional reimbursements considered on a case-by-case basis. All requests are to be submitted on a CalFresh Employment and Training Supportive Services/Ancillary Request and Acknowledgement (Attachment A) and is to be filled out and signed by the Customer for each item received. All Ancillary items are to be disbursed per the CalFresh Employment and Training Participant Reimbursement Guide (Attachment B) and the following:
 - Training cost assistance; capped at \$1,000.
 - Transportation:
 - Bus token as needed for CalFresh E&T participation and intermittent transportation needs; uncapped.
 - Bus pass, gas cards up to the value of a bus pass, or equivalent monthly gas reimbursement for full-time employment; up to \$80 per month based on local public transportation costs; capped at two (2) months.
 - Bus pass or equivalent monthly gas reimbursement for part-time employment; up to \$80 per month based on local public transportation costs; capped at two (2) months. Additional months considered if participant is actively job searching for full-time employment.
 - Bus pass or equivalent monthly gas reimbursement for participants in an education program (GED/HSD), vocational training, or post-secondary education; up to \$80 per month based on local public transportation costs for the duration of the training program.
 - Minor car repairs (non-cosmetic/non-maintenance purposes); capped at \$250.
 - Work or interview attire:
 - Interview attire; one-time assistance up to \$150 at approved stores.

- Business casual attire for employment; one-time assistance up to \$150 at approved stores.
- Required work uniforms; uncapped with proof of requirement directly from employer.
- Work/training materials; uncapped with proof of requirement directly from employer or training institution.
- Credentialing/Licensure; up to \$500 for testing and credential/license fees.
- Pre-hire requirements (background check, etc.); uncapped with proof of requirement from employer.
- Eyeglasses; up to \$150.

Proof of continued employment, training enrollment, or requirements are required on a monthly basis for monthly or recurring requests.

- K. Confirm a CalFresh E&T participant has secured employment, at which time he/she becomes eligible for Job Retention-related supportive services for up to ninety (90) days after he/she has secured employment. WDD shall authorize the issuing of bus tickets or other allowable participant reimbursements to enrollees as needed for participation or transportation to and from the job site. The cost will not exceed the actual cost of the required expense ticket, up to a maximum of \$80 per month per enrollee.
- L. Manually track attendance, assessments, orientations, and the following reporting measures for each program component and report in excel format to TAD on a monthly basis via the monthly report (Attachment C):

Supervised Job Search:

1. The percentage and number of program participants who received CalFresh E&T services and are in unsubsidized employment subsequent to the receipt of those services.
2. The percentage and number of participants who are gaining skills likely to lead to employment as measured through the number of participants who complete the Supervised Job Search CalFresh E&T component.

Job Retention:

1. The percentage and number of program participants who received CalFresh E&T services and are in unsubsidized employment, subsequent to the receipt of service.
Success in this component will be measured by retaining employment for at least ninety (90) days following employment attainment.

Education:

1. The percentage and number of participants who obtain a recognized credential, including a registered apprenticeship, or a regular secondary school diploma or its recognized equivalent, while participating in, or within one (1) year after receiving CalFresh E&T services.
2. The percentage and number of participants who are in an education or training program that is intended to lead to a recognized credential, including a registered apprenticeships or on-the-job training program, a regular secondary school diploma or its recognized equivalent, or unsubsidized employment.

Success in this component will be measured by the successful completion of a GED/HSD, certificate program, vocational training, or degree program (directly linked to employment).

- M. Ensure that any documents provided to a CalFresh E&T Customer include the SNAP terminology "Funding provided in part by the United States Department of Agriculture (USDA). USDA is an Equal Opportunity Provider, Employer, and Lender."
- N. Provide proof (i.e. certificate) of CalFresh E&T participation to enrollee when requirements are met.
- O. Notify TAD Employment Services Specialist (ESS) within three (3) business days, whenever at all practicable, when a CalFresh E&T Customer stops attending or terminates the CalFresh E&T Program and the reason for termination. Whenever practical, encourage participation by mailing out letters and following up with Customers before closing out services to eligible participants.
- P. Agree that any printed materials that will be distributed to Customers, news releases, advertisements, public announcements or photographs arising out of the MOU or WDD's relationship with TAD shall not be made or used without prior written approval of the TAD Director or his/her designee.
- Q. Be responsible for ensuring that all participating agencies comply with all requirements outlined in this MOU.

III. WDD GENERAL RESPONSIBILITIES

- A. Without the prior written consent of TAD, this MOU is not assignable by WDD either in whole or in part.
- B. WDD agrees not to enter into any subcontracting agreements for work contemplated under the MOU without first obtaining written approval from the Director of TAD. Any subcontractor shall be subject to the same provisions as WDD in addition to all terms and conditions as required by TAD. WDD shall be fully responsible for the performance of any subcontractor. WDD shall be responsible for performing annual monitoring of subcontracts to determine the subcontractors' compliance with the Code of Federal Regulations.

At TAD's request, WDD shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by TAD, resumes of proposed subcontractor personnel. WDD shall remain directly responsible to TAD for its subcontractors and shall indemnify TAD for the actions or omissions of its subcontractors under the terms and conditions specified in Paragraph E of Section X. All approved subcontractors shall be subject to the provisions of this MOU.

For any subcontractor, WDD shall:

1. Be responsible for subcontractor compliance with the MOU and the subcontract terms and conditions;
 2. Ensure that the subcontractor follows TAD's reporting formats and procedures as specified by TAD; and
 3. Include in the subcontractor's subcontract substantially similar terms as are provided in this MOU.
- C. WDD shall maintain all records and books pertaining to the delivery of services under this MOU and demonstrate accountability for MOU performance. Said records shall be kept and maintained within the County of San Bernardino. TAD shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

Records should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Code of Federal Regulations (CFR) that state the

administrative requirements, cost principles and other standards for accountancy. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl for further information.

All records shall be complete and current and comply with all MOU requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the MOU.

- D. WDD shall notify TAD in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify TAD of changes in telephone or fax numbers.
- E. WDD shall notify TAD of any continuing vacancies and any positions that become vacant during the term of this MOU that will result in reduction of services to be provided under this MOU. Upon notice of vacancies, WDD shall apprise TAD of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to TAD on each periodically required report for the duration of said vacancies and/or problems.
- F. WDD shall provide a system, approved by TAD, through which Customers will have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all Customers.
- G. WDD shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this MOU, except for statistical information not identifying any Customer. WDD shall not use or disclose any identifying information for any other purpose other than carrying out their obligations under this MOU, except as may be otherwise required by law. This provision will remain in force even after the termination of the MOU.
- H. WDD shall ensure that all staff, volunteers and/or subcontractors performing services under this MOU comply with the items below prior to providing any services. Additional information concerning these requirements is specified at <http://hss.sbcounty.gov/Privacy>. The information contained thereat is hereby incorporated by this reference.
 - 1. Read, understand and comply with the Privacy and Security Requirements Summary.
 - 2. Ensure employees, subcontractors, agents, volunteers and interns who have access to PII complete the Privacy and Security Training and execute the training acknowledgement form and other training materials annually.
 - 3. Ensure employees, subcontractors, agents, volunteers and interns who have access to PII sign the Confidentiality Statement annually.
 - 4. Report actual, suspected or potential breaches of PII immediately to the Human Services Privacy and Security Office via e-mail at: HSPrivacySecurityOfficer@hss.sbcounty.gov.
- I. WDD shall obtain and complete required documents as well as maintain satisfactory performance as outlined in this MOU.

IV. TAD RESPONSIBILITIES

TAD shall:

- A. Designate a primary point of contact for any issues or concerns arising as a result of this MOU.
- B. Designate a dedicated email box for acceptance of confirmation of referrals, reverse referrals, monthly reports, or other correspondence regarding the CalFresh E&T Program.

- C. Shall verify and confirm that participants referred to the CalFresh E&T Program meet CalFresh E&T requirements.
- D. Target outcomes for this CalFresh E&T Program as follows:
 - Percentage of enrolled individuals in which Customer will obtain full-time employment if starting without employment – 16%.
 - Percentage of enrolled individuals in which Customer materially increases wage income if entering with employment – 80%.
 - Percentage of enrolled individuals which will achieve self-reliance (over-income for CalFresh benefits) eighteen (18) months after date of enrollment – 30%.
- E. Provide WDD with electronic reporting and invoice templates (Attachments C and E) in Microsoft Excel format.
- F. Notify WDD prior to the effective discontinuance date whenever a Customer is no longer eligible for CalFresh funded services. Customer will be allowed to continue services through the end of the notification month prior to CalFresh discontinuance.
- G. Monitor and evaluate the performance of WDD in meeting terms of the MOU, and the quality and effectiveness of services provided, based on criteria determined by TAD. HS staff shall monitor the performance of WDD at least annually, or as deemed necessary by TAD.
- H. Reimburse WDD, at a minimum, on a monthly basis through an inter-departmental fund transfer for approved expenses per provisions of Section VI of this MOU provided WDD provides TAD with timely invoices and all the required supporting documentation.

V. MUTUAL RESPONSIBILITIES

- A. TAD and WDD agree that they will establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this MOU and appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.
- B. TAD and WDD agree that they will establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem resolution up through TAD's and WDD's respective chain of command, as deemed necessary.
- C. TAD and WDD agree to develop and implement procedures and forms necessary to administer and document program referral, participation, compliance, and effectiveness.
- D. TAD and WDD agree to develop procedures for resolving grievances including the specific steps a Customer must follow, and the time limits for resolution.

VI. FISCAL PROVISIONS

- A. The total funding which WDD may receive for its services under this MOU shall not exceed \$800,000, of which \$800,000 may be federally funded.
- B. Reimbursement under this MOU shall be based on a cost reimbursement method and is limited to the obligations and expenditures specified in the Program Budget, included as Attachment D. Such expenditures shall be further limited to those that are considered both reasonable and necessary, meaning the nature and amount does not exceed what an ordinary prudent person in the conduct of competitive business would incur.

- C. WDD staff shall time-track and WDD shall be accountable for all program and administration costs invoiced to TAD for the term of the MOU.
- D. TAD's reimbursement to WDD for services provided under this MOU shall be subject to availability of CalFresh Employment & Training funds. In the event of the unavailability or reduction in funds available, the parties reserve the right to amend this MOU with respect to services and compensation as described in Section IX, Paragraph C.
- E. TAD may, at its sole discretion, approve an advance payment of the MOU budget. Advance payment will only be approved for costs based upon the anticipated expenditures and cash flow needs of WDD. Advance payments are considered earned payments, unless an overpayment, monitoring finding, or audit makes repayment necessary. Funds advanced shall be expended only in direct support of this MOU. Release of advance funds and repayment are executed according to procedural rules adopted by TAD. Any such advance will cause the amounts payable to WDD in subsequent months to be reduced to the amount determined by dividing the balance left by the number of months remaining in the MOU term. No advance will increase the amount shown in Paragraph A of this Section. Final approval of any advance must be made by the Assistant Executive Officer – Human Services.
- F. Compensation may be reduced or withheld, through negotiation, in the event that WDD fails to comply with the provisions of this MOU, or does not perform in accordance with the terms of this MOU. In the event of unsatisfactory performance by WDD, the parties agree to meet, discuss, and attempt to resolve performance issues prior to reducing or withholding compensation.
- G. WDD shall submit a monthly invoice, in electronic format utilizing the Invoice Template, included in this MOU as Attachment E, to HS Contracts by the 10th calendar day of the month following the month of service. The monthly invoice shall consist of the actual invoice, copies of signed CalFresh Employment and Training Supportive Services/Ancillary Request and Acknowledgement Forms (Attachment A), the CalFresh Employment Training Program Monthly Report (Attachment C), and all other completed reports as requested by TAD. WDD shall acknowledge and agree by signing the invoice that WDD will be reimbursed for fifty percent (50%) of the total allowable Ancillary or Supportive Services monthly expenditures by TAD. WDD must enter into an agreement with a third party provider in order to receive the fifty percent (50%) match for the cost of Ancillary or Supportive Services. Federal funds may not be used for the 50% match.
- H. TAD will approve (as appropriate) the claim for reimbursement. Payment shall be limited to approved budget costs and other conditions that apply.
- I. Payments shall be made in full within sixty (60) working days after receipt of an approved claim for reimbursement and all required supporting documentation from WDD.
- J. Costs for services under the terms of this MOU will be incurred during the term set forth in Section VIII unless otherwise approved by TAD. WDD will not use current year funds to pay prior or future year obligations.
- K. Funds made available under this MOU shall not supplant any federal, state or governmental funds intended for services of the same nature as this MOU. WDD shall not claim reimbursement or payment from TAD for, or apply sums received from TAD with respect to that portion of its obligations, which have been paid by another source of revenue. WDD agrees that it will not use funds received pursuant to this MOU, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of TAD.
- L. WDD shall request a budget amendment, in writing, in advance of expenditures: 1) when aggregate expenditures are expected to exceed an approved budgeted line item by more than fifteen percent (15%); or 2) to add a new budget line item. No budget revision may result in an increase of the maximum dollar amount stated in Paragraph A, of this Section. The written request must specify the changes requested, by line item and amount, and must include justification. Prior to implementation

of a budget revision, TAD shall approve (or deny) the budget revision request. TAD has the authority to approve line item budget changes to the budget herein, as long as these changes do not exceed the total MOU amount. TAD shall notify WDD in writing of the status of the budget revision request within fourteen (14) calendar days of receipt of WDD's written request. TAD reserves the right to deny WDD's invoice for expenditures in excess of the approved budgeted line item amount.

VII. RIGHT TO MONITOR AND AUDIT

- A. HS contract, program, and fiscal staff for TAD shall have the absolute right to monitor the performance of WDD in the delivery of services provided under this MOU. Performance evaluation shall include, but will not be limited to, site visits, Customer interviews, and review of program files and documentation.
- B. HS administrative support staff for TAD or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Inspector General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of WDD in the delivery of CalFresh services provided under this MOU. Full cooperation shall be given by WDD in any auditing or monitoring conducted.
- C. WDD shall cooperate with TAD in the implementation, monitoring and evaluation of this MOU and comply with any and all reporting requirements established by this MOU.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by HS administrative support staff for TAD, Federal and State representatives for a period of three (3) years after final payment under the MOU or until all pending County, State and Federal audits are completed, whichever is later. Records of WDD, which do not pertain to the services under this MOU, shall not be subject to review or audit unless provided in this MOU or another agreement. Technical program data shall be retained locally and made available upon TAD's reasonable advance written notice or turned over to TAD.
- E. WDD shall provide all reasonable facilities and assistance for the safety and convenience of TAD's representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of WDD.

VIII. TERM

This MOU is effective as of October 1, 2020 and expires September 30, 2021, but may be terminated earlier in accordance with the provisions of Section IX of this MOU. The MOU term may be extended for four (4) additional one-year periods by mutual agreement of the parties, prior to its expiration, by the mutual written agreement of the parties.

IX. EARLY TERMINATION

- A. This MOU may be terminated without cause upon thirty (30) days written notice by either party. The TAD Director is authorized to exercise TAD's rights with respect to any termination of this MOU. The WDD Director, or his/her appointed designee, has authority to terminate this MOU on behalf of WDD.
- B. WDD will only be reimbursed for costs and non-cancelable obligations incurred prior to the date of termination. WDD will not be reimbursed for costs incurred after the date of termination. Employment contracts will be terminated if this MOU is terminated. WDD will be responsible for any expenditure(s) they obligate after the MOU is terminated.
- C. If, during the term of this MOU, State and/or Federal funds appropriated for the purposes of this MOU are reduced or eliminated, TAD shall notify WDD, and within thirty (30) days written notice, move to reduce or terminate this MOU.

X. GENERAL PROVISIONS

- A. Equipment – All equipment, materials, supplies or property of any kind (including vehicles, publications, copyrights, etc.) which has a single unit cost of five hundred dollars (\$500) or more, including tax, purchased with funds received under the terms of this MOU and not fully consumed in one (1) year shall be the property of TAD, unless otherwise required by Funding Source, and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by TAD when the MOU is terminated. Additional terms are as follows:
1. The purchase of any furniture or equipment which exceeds a single unit cost of five hundred dollars (\$500) and/or was not included in WDD's approved budget, shall require the prior written approval of TAD, and shall fulfill the provisions of this MOU which are appropriate and directly related to WDD's services or activities under the terms of the MOU. TAD may refuse reimbursement for any cost resulting from such items purchased, which are incurred by WDD, if prior written approval has not been obtained from TAD.
 2. Before equipment purchases made by WDD are reimbursed by TAD, WDD must submit paid vendor receipts identifying the purchase price, description of the item, serial numbers, model number and location where equipment will be used during the term of this MOU.
 3. WDD shall submit an inventory of equipment purchased under the terms of this MOU as part of the monthly activity report for the month in which the equipment is purchased.
 4. At the termination of this MOU, WDD shall provide a final inventory to TAD and shall at that time query TAD as to requirements, including the manner and method in returning said equipment to TAD. Final disposition of such equipment shall be in accordance with instructions from TAD.
- B. All documents, data, products, graphics, computer programs and reports generated by WDD pursuant to the MOU shall be considered property of TAD upon payment for services (and product, if applicable). All such items shall be delivered to TAD at the completion of work under the MOU, subject to the requirements of Section VIII, Term. Unless otherwise directed by TAD, WDD may retain copies of such items.
- C. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any MOU document shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- D. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- E. As Departments of the County, TAD and WDD have sufficient policies on file to cover any liabilities. TAD and WDD employees performing services covered under this MOU are County employees.

XI. CONCLUSION

- A. This MOU, consisting of thirteen (13) pages and Attachments A, B, C, D, and E, is the full and complete document describing services to be rendered by WDD to TAD including all covenants, conditions and benefits.
- B. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments to the terms and conditions set forth in this document.
- C. This MOU may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same MOU. The parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request.

**COUNTY OF SAN BERNARDINO
HUMAN SERVICES
TRANSITIONAL ASSISTANCE DEPARTMENT**

Gilbert Ramos

E552416BE564413

Name: Gilbert Ramos
Title: Director
Address: 860 E. Brier Drive
San Bernardino, CA

Date: October 5, 2020

**COUNTY OF SAN BERNARDINO
ECONOMIC DEVELOPMENT
WORKFORCE DEVELOPMENT DEPARTMENT**

Marlena Sessions

Name: Marlena Sessions
Title: Director
Address: 290 North D Street, Suite 600
San Bernardino, CA

Date: October 1, 2020



Transitional Assistance

**CalFresh
Employment and Training
Supportive Services/Ancillary Request
and Acknowledgement**

Section I - Supportive Services/Ancillary Request	
Participant's Name:	
Address:	
Phone:	Phone (Alternate):
E-mail Address:	Social Security Number (SSN) (Last four):
Supportive Services/Ancillary Request Made:	
Program of Study or Name of School (If applicable):	
Supportive Services/Ancillary Funding Amount Requested:	
Reason for Ancillary Request (Connection to workforce development):	
How Does This Expense Help Your Monthly Budget? (Please be detailed):	
What Attempts Have Been Made To Secure Other Funding For This Supportive Service/Ancillary Request?	
How Will These Funds Eliminate A Barrier To Job Development/Job Retention?	
By signing below, I certify that I am not receiving payment or reimbursement from any other source for the item(s) included in this Ancillary Request.	
Participant's Signature:	Date:

Section II – Receipt of Goods Acknowledgement	
Participant's Name:	SSN (last four):
Detailed Description of Good(s) Received:	
Participant's Signature:	Date:

Funding provided in part by the United States Department of Agriculture (USDA).
USDA is an Equal Opportunity Provider, Employer, and Lender.



Transitional Assistance

**CalFresh
Employment and Training
Participant Reimbursement
Guide**

Prior to reimbursing eligible CalFresh Employment and Training (E&T) participants, the following items are required:

- Supportive Services/Ancillary Request and Acknowledgment (Sections I & II)
- Original receipt/invoices that indicate item(s) purchased

Supportive Services/Ancillary	
Item	Notes
Background Check	Allowable, if required for employment.
Books/Training Materials	<ul style="list-style-type: none"> • Education coursework must list requirements. • Class schedule must reflect active enrollment.
Clothing/Uniforms	Supporting document (i.e., letter, email, new hire document, etc.) must indicate requirement for the position and work schedule.
Drug Test	Allowable, if required for employment.
Eye Exam/Prescription Lenses/Frames	Allowable, if required for training or employment and only if they cannot be paid by another program (need includes eye exam and prescription).
Fingerprinting	Allowable, if required for employment.
GED Exam	<ul style="list-style-type: none"> • Supporting documentation must reflect passing score on practice test, completed Test for Adult Basic Education (TABE), and/or verification from the General Education Development (GED) program indicating the customer is ready to take exam. • GED test vendor price and receipt of payment are required verifications.
Interview Clothing	<ul style="list-style-type: none"> • May not exceed \$150. • Customer must be enrolled in job search activity.
Licensing	Allowable, if required for employment.
Testing Fee	Allowable, if required for a CalFresh E&T activity (includes medical tests required for job).
Tools	Allowable, if required for a CalFresh E&T activity.

Transportation	
<i>Transportation reimbursement assistance is available for transportation services within the three-county region consisting of San Bernardino, Riverside and Los Angeles Counties.</i>	
Item	Notes
Bus Pass	Activity participation for month.
Bus Ticket	If customer is not scheduled to participate the entire month, then daily bus ticket cost will be reimbursed for each day of scheduled participation (e.g., 10 days of activity, 17 bus tickets x \$4.50 = \$76.50) and is not to exceed the cost of a monthly bus pass (\$80).
Gasoline Reimbursement	The mileage rate is 38.1 cents per mile.
Parking Reimbursement	<ul style="list-style-type: none"> • Allowable, if necessary for customer to participate in E&T activity. • Receipt is required and must reflect parking meter or coin lot amount.

PROGRAM COSTS (List only those items of cost which are chargeable, in whole or part, to the CF E&T program.)

A. SALARIES/BENEFITS - WDD STAFF	TOTAL COST TO ORGANIZATION	PERCENT CHARGED TO GRANT	TOTAL COST TO GRANT
1. Job Title: Deputy Director			
Salary: \$126,595 annually	\$ 126,595.00	10.00%	\$ 12,659.50
Benefits: 53% of Salary	\$ 66,538.00	10.00%	\$ 6,653.80
2. Job Title: Workforce Development Supervisor			
Salary: \$61,667 annually	\$ 61,667.00	20.00%	\$ 12,333.40
Benefits: 53% of Salary	\$ 32,613.00	20.00%	\$ 6,522.60
3. Job Title: Admin Sup I			
Salary: \$86,798 annually	\$ 86,798.00	15.00%	\$ 13,019.70
Benefits: 44% of Salary	\$ 38,573.00	15.00%	\$ 5,785.95
4. Job Title: Staff Analyst II			
Salary: \$78,264 annually	\$ 78,264.00	18.00%	\$ 14,087.52
Benefits: 58% of Salary	\$ 45,252.00	18.00%	\$ 8,145.36
5. Job Title: Accountant			
Salary: \$64,018 annually	\$ 64,018.00	15.00%	\$ 9,602.70
Benefits: 50% of Salary	\$ 31,703.00	15.00%	\$ 4,755.45
6. Job Title: Contract Workforce Development Specialists (3 FTE)			
Salary: \$47,084 annually	\$ 141,251.00	100.00%	\$ 141,251.00
Benefits: 50% of Salary	\$ 70,625.50	100.00%	\$ 70,625.50
A. SUBTOTALS	\$ 843,897.50		\$ 305,442.48

B. OPERATING/DIRECT COSTS - WDD STAFF	TOTAL COST TO ORGANIZATION	PERCENT CHARGED TO GRANT	TOTAL COST TO GRANT
1. Computer Equipment (3)	\$ 3,000.00	100.00%	\$ 3,000.00
2. Staff Development	\$ 10,000.00	100.00%	\$ 10,000.00
3. Office Supplies	\$ 15,000.00	100.00%	\$ 15,000.00
4. Operating costs	\$ 30,193.88	100.00%	\$ 30,193.88
B. SUBTOTALS	\$ 58,193.88		\$ 58,193.88

C. SUB-CONTRACTOR	TOTAL COST TO ORGANIZATION	PERCENT CHARGED TO GRANT	TOTAL COST TO GRANT
1. Personnel Salaries	\$ 155,265.34	100.00%	\$ 155,265.34
2. Fringe Benefits	\$ 74,527.36	100.00%	\$ 74,527.36
4. Operating Expense	\$ 25,310.10	100.00%	\$ 25,310.10
6. Tuition Fees	\$ 72,000.00	100.00%	\$ 72,000.00
7. Administrative Costs (7%)	\$ 22,897.20	100.00%	\$ 22,897.20
C. SUBTOTALS	\$ 350,000.00		\$ 350,000.00

D. PARTICIPANT REIMBURSEMENT COSTS	TOTAL COST TO ORGANIZATION	PERCENT CHARGED TO GRANT	TOTAL COST TO GRANT
1. Transportation	\$ 80,000.00	50.00%	\$ 40,000.00
2. Ancillary / Materials	\$ 20,000.00	50.00%	\$ 10,000.00
D. SUBTOTALS	\$ 100,000.00		\$ 50,000.00

A. SALARIES/BENEFITS - WDD STAFF	TOTAL COST TO ORGANIZATION	PERCENT CHARGED TO GRANT	TOTAL COST TO GRANT
1. Job Title: Deputy Director			
Salary/Benefits: \$XX annually			\$ -
Benefits: XX% of Salary	\$ -		\$ -
2. Job Title: Workforce Development Supervisor			
Salary: \$XX annually			\$ -
Benefits: XX% of Salary	\$ -		\$ -
3. Job Title: Admin Sup I			
Salary: \$XX annually			\$ -
Benefits: XX% of Salary	\$ -		\$ -
4. Job Title: Staff Analyst II			
Salary: \$XX annually			\$ -
Benefits: XX% of Salary	\$ -		\$ -
5. Job Title: Accountant			
Salary: \$XX annually			\$ -
Benefits: XX% of Salary	\$ -		\$ -
6. Job Title: Workforce Development Specialists (6 FTE)			
Salary: \$XX annually			\$ -
Benefits: XX% of Salary	\$ -		\$ -
A. SUBTOTALS	\$ -		\$ -

B. OPERATING/DIRECT COSTS - WDD STAFF	TOTAL COST TO ORGANIZATION	PERCENT CHARGED TO GRANT	TOTAL COST TO GRANT
1. Computer Equipment (6)	\$ -	100%	\$ -
2. Staff Development	\$ -	100%	\$ -
3. Office Supplies	\$ -	100%	\$ -
4. Operating costs	\$ -	100%	\$ -
B. SUBTOTALS	\$ -		\$ -

C. SUB-CONTRACTOR	TOTAL COST TO ORGANIZATION	PERCENT CHARGED TO GRANT	TOTAL COST TO GRANT
1. Personnel Salaries	\$ -		\$ -
2. Fringe Benefits	\$ -		\$ -
3. Operating Expense	\$ -		\$ -
4. Tuition Fees	\$ -		\$ -
5. Administrative Costs (7%)	\$ -	100%	\$ -
C. SUBTOTALS	\$ -		\$ -

D. PARTICIPANT REIMBURSEMENT COSTS	*TOTAL COST TO ORGANIZATION	PERCENT CHARGED TO GRANT	TOTAL COST TO GRANT
1. Transportation		50%	\$ -
2. Ancillary / Materials		50%	\$ -
D. SUBTOTALS	\$ -		\$ -

SUBTOTALS (A + B) above	\$ -		\$ -
ADMINISTRATION COSTS 10% of (A + B) above	\$ -		\$ -
Sub-Contractor SUBTOTAL (C)	\$ -		\$ -
Participant Reimbursements SUBTOTAL (D)	\$ -		\$ -
TOTAL COST	\$ -	TOTAL BILLED	\$ -

*The amounts shown in this column must be invoiced by the third party provider to WDD in order to be reimbursed with funds from CalFresh E&T. 100% of the total funds spent on participant reimbursements must be shown as the total cost to the organization.

ACKNOWLEDGEMENT & AGREEMENT:

**RESTATED AND AMENDMENT NO. 4 TO THE
MEMORANDUM OF UNDERSTANDING**

**between
Transitional Assistance Department
and
Workforce Development Department
for
CalFresh Employment and Training Program**

October 1, 2020

The MEMORANDUM OF UNDERSTANDING (MOU) entered into October 1, 2020, by and between the **Transitional Assistance Department**, therein referred to as “**TAD**,” and the **Workforce Development Department**, therein referred to as “**WDD**,” is hereby restated and amended as follows:

Amendment No. 1 is restated and amended to be effective September 29, 2021,
Amendment No. 2 is restated and amended to be effective September 29, 2022, and
Amendment No. 3 is amended to be effective September 29, 2023, in the following manner:
Amendment No. 4 is amended to be effective October 1, 2024, in the following manner:

I. DEFINITIONS

Paragraph G is amended to read as follows:

- G.** Education – One (1) of the three (3) components of the CalFresh E&T Program. This component is designed to improve the employability of participants by providing training in a skill or enhancing basic and advanced technical skills through educational programs and activities to include, but are not limited to: High School Equivalency/Diploma; General Education Development (GED); English as a Second Language (ESL) classes; Vocational Training; and Career & Technical Education (CTE). Examples of providers of vocational training activities include Community Based Organizations, adult schools, community colleges (when education program is directly linked to employment), and Regional Occupational Programs. Training cost assistance; capped at \$3,000.

II. WDD SERVICE RESPONSIBILITIES

Paragraph A is amended to read as follows:

- J.** Assess need and determine all participant reimbursements for the CalFresh E&T Program. The following reimbursements, with appropriate caps, will be available to CalFresh E&T participants, with additional reimbursements considered on a case-by-case basis. All requests are to be submitted on a CalFresh Employment and Training Supportive Services/Ancillary Request and Acknowledgement (Attachment A) and is to be filled out and signed by the Customer for each item received. All Ancillary items are to be disbursed per the CalFresh Employment and Training Participant Reimbursement Guide (Attachment B) and the following:
- Transportation:
 - Bus token as needed for CalFresh E&T participation and intermittent transportation needs; uncapped.

- Bus pass, gas cards up to the value of a bus pass, or equivalent monthly gas reimbursement for full-time employment; up to \$80 per month based on local public transportation costs; capped at two (2) months.
- Bus pass or equivalent monthly gas reimbursement for part-time employment; up to \$80 per month based on local public transportation costs; capped at two (2) months. Additional months considered if participant is actively job searching for full-time employment.
- Bus pass or equivalent monthly gas reimbursement for participants in an education program (GED/HSD), vocational training, or post-secondary education; up to \$80 per month based on local public transportation costs for the duration of the training program.
- Minor car repairs (non-cosmetic/non-maintenance purposes); capped at \$250.
- Work or interview attire:
 - Interview attire; one-time assistance up to \$150 at approved stores.
 - Business casual attire for employment; one-time assistance up to \$150 at approved stores.
 - Required work uniforms; uncapped with proof of requirement directly from employer.
- Work/training materials; uncapped with proof of requirement directly from employer or training institution.
- Credentialing/Licensure; up to \$500 for testing and credential/license fees.
- Pre-hire requirements (background check, etc.); uncapped with proof of requirement from employer.
- Eyeglasses
- On the job training.

L. Manually track attendance, assessments, orientations, and the following reporting measures for each program component and report in excel format to TAD on a monthly basis via the monthly report (Attachment C):

Education:

1. The percentage and number of participants who obtain a recognized credential, including a registered apprenticeship, or a regular secondary school diploma or its recognized equivalent, while participating in, or within one (1) year after receiving CalFresh E&T services.
2. The percentage and number of participants who are in an education or training program that is intended to lead to a recognized credential, including a registered apprenticeships or on-the-job training program, a regular secondary school diploma or its recognized equivalent, or unsubsidized employment.

Success in this component will be measured by the successful completion of a GED/HSD, certificate program, vocational training, or degree program (directly linked to employment).

3. Training Cost assistance; capped at \$3,000.

VI. FISCAL PROVISIONS

Paragraph A is amended to read as follows:

- A. The total funding which WDD may receive for its services under this MOU shall not exceed \$2,794,346, of which \$2,882,651 may be federally funded. This maximum amount is a total dollar amount, it includes the original amount and all subsequent amendments, and is broken down as follows:

<u>MOU</u>	<u>Amount</u>	<u>Fiscal Year</u>
Original MOU	\$800,000	FFY 2020-21
Amendment 1	\$564,641	FFY 2021-22
Amendment 2	\$459,431	FFY 2022-23
Amendment 3	\$485,137	FFY 2023-24
Amendment 4	\$573,442	FFY 2024-25

- G. WDD shall submit a monthly invoice, in electronic format utilizing the Invoice Template, included in this MOU as Attachment E, to HS Contracts by the 10th calendar day of the month following the month of service. The monthly invoice shall consist of the actual invoice, copies of signed CalFresh Employment and Training Supportive Services/Ancillary Request and Acknowledgement Forms (Attachment A), the CalFresh Employment Training Program Monthly Report (Attachment C), and all other completed reports as requested by TAD. WDD shall acknowledge and agree by signing the invoice that WDD will be reimbursed for fifty percent (50%) of the total allowable ancillary, education, and supportive services monthly expenditures by TAD. A second tuition education allowable expense will be reimbursed for 50% of the total allowable monthly expenditure. WDD must enter into an agreement with a third party provider in order to receive the fifty percent (50%) match for the cost of Ancillary or Supportive Services. Federal funds may not be used for the 50% match.

VIII. TERM

Section VIII. is amended to read as follows:

This MOU is effective as of October 1, 2020, and expires on September 30, 2025, but may be terminated earlier in accordance with the provisions of Section IX of this MOU. The MOU term may be extended, prior to its expiration.

ATTACHMENTS

ATTACHMENT D – CalFresh Employment and Training Program Budget – October 1, 2024 – September 30, 2025, is hereby added.

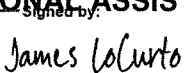
All other terms and conditions of MOU No. M-1575-20 shall remain in full force and effect.


This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

IN WITNESS WHEREOF, the parties have executed this MOU Amendment as set forth above.

**SAN BERNARDINO COUNTY
HUMAN SERVICES
TRANSITIONAL ASSISTANCE DEPARTMENT**

**SAN BERNARDINO COUNTY
ECONOMIC DEVELOPMENT
WORKFORCE DEVELOPMENT DEPARTMENT**

Signed by: 

Signed by: 

Name: James LoCurto
Title: Director
Address: 860 E. Brier Drive
San Bernardino, CA

Name: Bradley Gates
Title: Director
Address: 290 North D Street, Suite 600
San Bernardino, CA

Date: 9/17/2024

Date: 9/17/2024

WORKFORCE DEVELOPMENT DEPARTMENT

CALFRESH EMPLOYMENT AND TRAINING PROGRAM BUDGET

FFY 2024-2025 – OCTOBER 1, 2024 - SEPTEMBER 30, 2025 - BUDGET

I. PROGRAM COSTS (List only those items of cost which are chargeable, in whole or part, to the CF E&T program.)

A. SALARIES/BENEFITS - WDD STAFF	TOTAL COST TO ORGANIZATION	PERCENT CHARGED TO GRANT	TOTAL COST TO GRANT
1. Job Title: Deputy Director			
Salary: \$146,639 annually	\$ 146,639.00	3.00%	\$ 4,399.17
Benefits: 47% of Salary	\$ 68,699.00	3.00%	\$ 2,060.97
2. Job Title: Workforce Development Supervisor			
Salary: \$76,738 annually	\$ 76,738.00	3.00%	\$ 2,302.14
Benefits: 49% of Salary	\$ 37,327.00	3.00%	\$ 1,119.81
3. Job Title: Admin Sup I			
Salary: \$102,180 annually	\$ 102,180.00	3.00%	\$ 3,065.40
Benefits: 27% of Salary	\$ 27,347.00	3.00%	\$ 820.41
4. Job Title: Staff Analyst II			
Salary: \$77,999 annually	\$ 77,999.00	10.00%	\$ 7,799.90
Benefits: 45% of Salary	\$ 34,784.00	10.00%	\$ 3,478.40
5. Job Title: Accountant			
Salary: \$72,754 annually	\$ 72,754.00	10.00%	\$ 7,275.40
Benefits: 40% of Salary	\$ 29,181.00	10.00%	\$ 2,918.10
6. Job Title: Workforce Development Specialist (2 FTE)			
Salary: \$130,704 annually	\$ 130,704.00	100.00%	\$ 130,704.00
Benefits: 49% of Salary	\$ 64,072.00	100.00%	\$ 64,072.00
A. SUBTOTALS	\$ 868,424.00		\$ 230,015.70
B. OPERATING/DIRECT COSTS - WDD STAFF	TOTAL COST TO ORGANIZATION	PERCENT CHARGED TO GRANT	TOTAL COST TO GRANT
1. Computer Equipment	\$ -	100.00%	\$ -
2. Staff Development	\$ -	100.00%	\$ -
3. Office Supplies	\$ -	100.00%	\$ -
4. Operating costs	\$ 7,000.00	100.00%	\$ 7,000.00
B. SUBTOTALS	\$ 7,000.00		\$ 7,000.00
C. SUB-CONTRACTOR	TOTAL COST TO ORGANIZATION	PERCENT CHARGED TO GRANT	TOTAL COST TO GRANT
1. Personnel Salaries	\$ 92,006.47	100.00%	\$ 92,006.47
2. Fringe Benefits	\$ 18,401.29	100.00%	\$ 18,401.29
3. Operating Expense	\$ 26,906.00	100.00%	\$ 26,906.00
4. Tuition Fees	\$ 90,000.00	100.00%	\$ 90,000.00
5. Administrative Costs (7%)	\$ 15,911.96	100.00%	\$ 15,911.96
C. SUBTOTALS	\$ 243,225.73		\$ 243,225.73
D. PARTICIPANT REIMBURSEMENT COSTS	TOTAL COST TO ORGANIZATION	PERCENT CHARGED TO GRANT	TOTAL COST TO GRANT
1. Transportation	\$ 68,998.00	50.00%	\$ 34,499.00
2. Ancillary / Materials	\$ 20,000.00	50.00%	\$ 10,000.00
3. Training Costs Above Threshold	\$ 50,000.00	50.00%	\$ 25,000.00
D. SUBTOTALS	\$ 138,998.00		\$ 69,499.00
SUBTOTALS (A + B) above	\$ 875,424.00		\$ 237,015.70
ADMIN COSTS CHARGED TO GRANT 10% of (A + B) above	\$ -		\$ 23,701.57
Sub-Contractor SUBTOTAL (C)	\$ 243,225.73		\$ 243,225.73
Participant Reimbursements SUBTOTAL (D)	\$ 138,998.00		\$ 69,499.00
TOTAL	\$ 1,257,647.73	TOTAL GRANT	\$ 573,442.00