

AGREEMENT

THIS AGREEMENT is made and entered into this 24th day of August, 2021, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **READING AND BEYOND**, a California non-profit corporation, whose address is 4670 E. Butler Avenue, Fresno, CA 93702, hereinafter referred to as "SUBRECIPIENT".

WITNESSETH

WHEREAS, COUNTY has a need for CalFresh Employment and Training Services for recipients of Non-Assistance CalFresh benefits, residing in Fresno County; and

WHEREAS, SUBRECIPIENT represents it has the expertise and is willing to provide said services pursuant to the terms and conditions of this Agreement; and

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

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

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

1. SERVICES

A. SUBRECIPIENT shall perform all services as set forth in Exhibit A, Summary of Services, attached hereto and incorporated herein by this reference.

B. SUBRECIPIENT shall provide services and activities pursuant to the staffing patterns and program expenses detailed in Exhibit B, Budget Summary, attached hereto and incorporated herein by this reference.

2. TERM

The term of this Agreement shall commence on July 12, 2021 through and including September 30, 2021.

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1 **3. TERMINATION**

2 A. Non-Allocation of Funds

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

7 B. Breach of Contract

8 The COUNTY may immediately suspend or terminate this Agreement in whole or in part,
9 where in the determination of the COUNTY there is:

- 10 1) An illegal or improper use of funds.
11 2) A failure to comply with any term of this Agreement.
12 3) A substantially incorrect or incomplete report submitted to the COUNTY.
13 4) Improperly performed service.

14 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of
15 any breach of this Agreement or any default which may then exist on the part of the SUBRECIPIENT.
16 Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to
17 the breach or default. The COUNTY shall have the right to demand of the SUBRECIPIENT the
18 repayment to the COUNTY of any funds disbursed to the SUBRECIPIENT under this Agreement, which
19 in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement.
20 The SUBRECIPIENT shall promptly refund any such funds upon demand.

21 C. Without Cause

22 Under circumstances other than those set forth above, this Agreement may be
23 terminated by SUBRECIPIENT or COUNTY or COUNTY's Department of Social Services Director, or
24 designee, upon the giving of thirty (30) days advance written notice of an intention to terminate.

25 **4. COMPENSATION**

26 For actual services provided pursuant to the terms of this Agreement, COUNTY agrees to pay
27 SUBRECIPIENT and SUBRECIPIENT agrees to receive compensation in accordance with Exhibit B,
28 Budget Summary. Mandated travel shall be reimbursed based on actual expenditures and mileage

1 reimbursement shall be at SUBRECIPIENT's adopted rate per mile, not to exceed the IRS published
2 rate. Payment shall be made upon certification or other proof satisfactory to COUNTY's DSS that
3 services have actually been performed by SUBRECIPIENT as specified in this Agreement.

4 In no event shall actual services performed under this Agreement be in excess of Seven
5 Hundred Fifty Thousand Two Hundred Seventy-Three and No/100 Dollars (\$750,273). In addition to
6 payment for actual services performed, COUNTY shall reimburse SUBRECIPIENT for 50% of the
7 ancillary/support service reimbursements made and claimed by the SUBRECIPIENT to participants
8 served by SUBRECIPIENT under this Agreement. SUBRECIPIENT is responsible for paying the other
9 50% of the ancillary/support service reimbursements made and claimed by the SUBRECIPIENT. Total
10 ancillary/support service expenditures made and claimed by the SUBRECIPIENT shall not exceed One
11 Hundred Thirty-Five Thousand and No/100 Dollars (\$135,000).

12 In no event shall the total compensation paid by COUNTY to SUBRECIPIENT under this
13 Agreement, including for actual services performed and for 50% of the ancillary/support service
14 reimbursements made and claimed by the SUBRECIPIENT, exceed Eight Hundred Seventeen
15 Thousand Seven Hundred Seventy-Three and No/100 Dollars (\$817,773).

16 All final claims shall be submitted by SUBRECIPIENT within (60) days following the final
17 month of service. No action shall be taken by COUNTY on claims submitted beyond the sixty (60) day
18 closeout period. Any compensation which is not expended by SUBRECIPIENT pursuant to the terms
19 and conditions of this Agreement shall automatically revert to COUNTY.

20 It is understood that all expenses incidental to SUBRECIPIENT's performance of
21 services under this Agreement shall be borne by SUBRECIPIENT. If SUBRECIPIENT should fail to
22 comply with any provision of the Agreement, COUNTY shall be relieved of its obligation for further
23 compensation. Any compensation which is not expended by SUBRECIPIENT pursuant to the terms
24 and conditions of this Agreement shall automatically revert to COUNTY. The services provided by the
25 SUBRECIPIENT under this Agreement are funded in whole or in part by the State of California. In the
26 event that funding for these services is delayed by the State Controller, COUNTY may defer payment to
27 SUBRECIPIENT. The amount of the deferred payment shall not exceed the amount of funding delayed
28 by the State Controller to the COUNTY. The period of time of the deferral by COUNTY shall not exceed

1 the period of time of the State Controller's delay of payment to COUNTY plus forty-five (45) days.

2 **5. INVOICING**

3 SUBRECIPIENT shall invoice COUNTY's DSS in arrears by the tenth (10th) of each month for
4 expenditures incurred and services rendered in the previous month to:

5 DSSInvoices@fresnocountyca.gov. Payments by COUNTY's DSS shall be in arrears for actual
6 services provided during the preceding month, within forty-five (45) days after receipt, verification, and
7 approval of SUBRECIPIENT's invoices by COUNTY's DSS. A monthly activity report shall accompany
8 the invoice, reflecting services supported by the invoiced expenditures and be in a form and in such
9 detail as acceptable to the COUNTY's DSS.

10 Monthly invoices must be submitted with accompanying back-up documentation, which must
11 provide proof of payment for all costs billed on the invoice. Expenditures must be billed to the invoice
12 corresponding to the month in which the expenditure was paid. All expenditures shall be reimbursed on a
13 cash basis and will not be reimbursed until paid by SUBRECIPIENT. Costs incurred via credit card are not
14 considered paid until the credit card payment has been made and must be invoiced with verification of
15 credit card payment included.

16 At the discretion of COUNTY's DSS Director or his/her designee, if an invoice is incorrect or is
17 otherwise not in proper form or detail, COUNTY's Director or his/her designee shall have the right to
18 withhold payment as to only that portion of the invoice that is incorrect or improper after five (5) days
19 prior written notice or email correspondence to SUBRECIPIENT. SUBRECIPIENT agrees to continue to
20 provide services for a period of ninety (90) days after written or email notification of an incorrect or
21 improper invoice. If after the ninety (90) day period the invoice has still not been corrected to
22 COUNTY's DSS satisfaction, COUNTY or COUNTY's DSS Director or his/her designee may elect to
23 terminate this Agreement, pursuant to the termination provisions stated in Section Three (3) of this
24 Agreement. In addition, for invoices received ninety (90) days after the expiration of each term of this
25 Agreement or termination of this Agreement, at the discretion of COUNTY's DSS Director or his/her
26 designee, COUNTY's DSS shall have the right to deny payment of any additional invoices received.

27 **6. MODIFICATION**

28 A. Any matters of this Agreement may be modified from time to time by the written

1 consent of SUBRECIPIENT and COUNTY without, in any way, affecting the remainder.

2 B. Notwithstanding the above, changes to line items in the budget, Exhibit B, that do
3 not exceed ten percent (10%) of the maximum compensation payable to the SUBRECIPIENT, may be
4 made with the written approval of COUNTY's Department of Social Services Director, or designee, and
5 SUBRECIPIENT. Said budget line item changes shall not result in any change to the maximum
6 compensation amount payable to SUBRECIPIENT, as stated herein.

7 C. SUBRECIPIENT hereby agrees that changes to the compensation under this
8 Agreement may be necessitated by a reduction in funding from State or Federal sources.
9 SUBRECIPIENT further understands that this Agreement is subject to any restrictions, limitations, or
10 enactments of all legislative bodies which affect the provisions, term, or funding of this Agreement in
11 any manner.

12 **7. INDEPENDENT CONTRACTOR**

13 In performance of the work, duties and obligations assumed by SUBRECIPIENT under this
14 Agreement, it is mutually understood and agreed that SUBRECIPIENT, including any and all of
15 SUBRECIPIENT's officers, agents, and employees, will at all times be acting and performing as an
16 independent CONTRACTOR, and shall act in an independent capacity and not as an officer, agent,
17 servant, employee, joint venturer, partner, associate or volunteer of COUNTY. Furthermore, COUNTY
18 shall have no right to control or supervise or direct the manner or method by which SUBRECIPIENT
19 shall perform its work and function. However, COUNTY shall retain the right to administer this
20 Agreement so as to verify that SUBRECIPIENT is performing its obligations in accordance with the
21 terms and conditions thereof.

22 SUBRECIPIENT and COUNTY shall comply with all applicable provisions of law and the rules
23 and regulations, if any, of government authorities having jurisdiction over matters which are directly or
24 indirectly the subject of this Agreement.

25 Because of its status as an independent contractor, SUBRECIPIENT shall have absolutely no
26 right to employment rights and benefits available to COUNTY employees. SUBRECIPIENT shall be
27 solely liable and responsible for providing to, or on behalf of, its employees all legally-required
28 employee benefits. In addition, SUBRECIPIENT shall be solely responsible and save COUNTY

1 harmless from all matters relating to payment of SUBRECIPIENT's employees, including compliance
2 with Social Security, withholding and all other regulations governing such matters. It is acknowledged
3 that during the term of this Agreement, SUBRECIPIENT may be providing services to others unrelated
4 to COUNTY or to this Agreement.

5 **8. NON-ASSIGNMENT**

6 Neither party shall assign, transfer or subcontract this Agreement nor their rights or duties under
7 this Agreement without the prior written consent of the other party.

8 **9. HOLD HARMLESS**

9 SUBRECIPIENT agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend
10 the COUNTY, its officers, agents, and employees from any and all costs and expenses, including
11 attorney's fees and court costs, damages, liabilities, claims, and losses occurring or resulting to
12 COUNTY in connection with the performance, or failure to perform, by SUBRECIPIENT, its officers,
13 agents, and employees under this Agreement, and from any and all costs and expenses, including
14 attorney's fees and court costs, damages, liabilities, claims, and losses occurring or resulting to any
15 person, firm, or corporation who may be injured or damaged by the performance, or failure to perform,
16 of SUBRECIPIENT, its officers, agents, or employees and/or CalWORKs Participants under this
17 Agreement.

18 The provisions of this Section 9 shall survive termination of this Agreement.

19 **10. INSURANCE**

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

24 A. **Commercial General Liability**

25 Commercial General Liability Insurance with limits of not less than Two Million Dollars
26 (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy
27 shall be issued on a per occurrence basis. COUNTY may require specific coverages including
28 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire,

1 legal liability, or any other liability insurance deemed necessary because of the nature of this contract.

2 B. Automobile Liability

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

7 C. Professional Liability

8 If SUBRECIPIENT employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,
9 M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million
10 Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) annual aggregate.

11 D. Worker's Compensation

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

14 E. Additional Requirements Relating to Insurance

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

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

28 Within Thirty (30) days from the date SUBRECIPIENT signs and executes this

1 Agreement, SUBRECIPIENT shall provide certificates of insurance and endorsement as stated above
2 for all of the foregoing policies, as required herein, to DSSContractInsurance@fresnocountyca.gov,
3 ATTN: Contract Analyst, stating that such insurance coverage have been obtained and are in full force;
4 that the County of Fresno, its officers, agents and employees will not be responsible for any premiums
5 on the policies; that such Commercial General Liability insurance names the County of Fresno, its
6 officers, agents and employees, individually and collectively, as additional insured, but only insofar as
7 the operations under this Agreement are concerned; that such coverage for additional insured shall
8 apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its
9 officers, agents and employees, shall be excess only and not contributing with insurance provided
10 under SUBRECIPIENT's policies herein; and that this insurance shall not be cancelled or changed
11 without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

18 **11. SUBCONTRACTS**

19 Neither party shall assign, transfer or subcontract this Agreement, nor their rights or duties under
20 this Agreement, without the prior written consent of the other party.

21 Any transferee, assignee or subcontractor will be subject to all applicable provisions of this
22 Agreement, and all applicable State and Federal regulations. SUBRECIPIENT shall be held primarily
23 responsible by COUNTY for the performance of any transferee, assignee or subcontractor unless
24 otherwise expressly agreed to in writing by COUNTY. The use of subcontractor by SUBRECIPIENT
25 shall not entitle SUBRECIPIENT to any additional compensation than is provided for under this
26 Agreement.

27 **12. CONFLICT OF INTEREST**

28 No officer, employee or agent of the COUNTY who exercises any function or responsibility for

1 planning and carrying out of the services provided under this Agreement shall have any direct or
2 indirect personal financial interest in this Agreement. In addition, no employee of the COUNTY shall be
3 employed by the SUBRECIPIENT under this Agreement to fulfill any contractual obligations with the
4 COUNTY. The SUBRECIPIENT shall comply with all Federal, State of California and local conflict of
5 interest laws, statutes and regulations, which shall be applicable to all parties and beneficiaries under
6 this Agreement and any officer, employee or agent of the COUNTY.

7 **13. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

8 This provision is only applicable if the SUBRECIPIENT is operating as a corporation (a for-profit
9 or non-profit corporation) or if during the term of this Agreement, the SUBRECIPIENT changes its
10 status to operate as a corporation.

11 Members of the SUBRECIPIENT's Board of Directors shall disclose any self-dealing
12 transactions that they are a party to while SUBRECIPIENT is providing goods or performing services
13 under this Agreement. A self-dealing transaction shall mean a transaction to which the SUBRECIPIENT
14 is a party and in which one or more of its directors has a material financial interest. Members of the
15 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing
16 and signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit C and incorporated
17 herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing
18 transaction or immediately thereafter.

19 **14. NON-DISCRIMINATION**

20 During the performance of this Agreement SUBRECIPIENT shall not unlawfully discriminate
21 against any employee or applicant for employment, or recipient of services, because of ethnic group
22 identification, gender, gender identity, gender expression, sexual orientation, color, physical disability,
23 mental disability, medical condition, national origin, race, ancestry, marital status, religion, or religious
24 creed, pursuant to all applicable State of California and Federal statutes and regulations.

25 **15. RECRUITMENT OF EMPLOYEES AND SERVICES TO CLIENTS**

26 SUBRECIPIENT shall ensure that its employment recruitment efforts, including administrative
27 and professional staff positions, are carried out so as to adequately reflect the cultural and ethnic
28 diversity of the population of Fresno County. SUBRECIPIENT shall use their best efforts to serve all

1 cultural and ethnic groups residing in Fresno County. SUBRECIPIENT's employment efforts will be
2 monitored by COUNTY at periodic intervals.

3 **16. LIMITED ENGLISH PROFICIENCY**

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

15 **17. CONFIDENTIALITY AND SECURITY**

16 All services performed by SUBRECIPIENT under this Agreement shall be in strict conformance
17 with all applicable Federal, State of California, and/or local laws and regulations relating to
18 confidentiality. SUBRECIPIENT shall require its employees, agents, officers and subcontractors to
19 comply with the provisions of Sections 10850 and 14100.2 of the Welfare and Institutions Code, as well
20 as the California Department of Social Services (CDSS) Manual of Policies and Procedures, Division
21 19-0000 and the California Department of Health Care Services (DHCS) Medi-Cal Eligibility Procedures
22 Manual, Section 2H. These Code sections provide that:

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

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

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

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

9 The current versions of both the DHCS and CDSS Privacy and Security Agreements are
10 available upon request or can be viewed at: <http://www.co.fresno.ca.us/MediCalPrivacy/>.
11 SUBRECIPIENT shall insure that all personally identifiable information (PII), as defined in the
12 Agreements, concerning program recipients shall be kept confidential and shall not be opened to
13 examination, publicized, disclosed, or used for any purpose not directly connected with the
14 administration of the program. SUBRECIPIENT shall use appropriate administrative, physical, and
15 technical safeguards to protect PII, as set forth in the Agreements. Upon discovery of a breach, security
16 incident, intrusion, or unauthorized access, use, or disclosure of PII, SUBRECIPIENT shall immediately
17 report the incident to the COUNTY by calling (559) 600-2300 or E-mailing at
18 dssprivacyofficer@fresnocountyca.gov. SUBRECIPIENT shall certify that all employees, agents,
19 officers and subcontractors have received privacy and security training before accessing any PII and
20 have received refresher training annually, as required by the Agreements.

21 **18. CLEAN AIR AND WATER**

22 In the event the funding under this Agreement exceeds One Hundred Thousand and No/100
23 Dollars (\$100,000.00), SUBRECIPIENT shall comply with all applicable standards, orders or
24 requirements issued under the Clean Air Act contained in 42 U.S. Code 7601 et seq; the Clean Water
25 Act contained in 33 U.S. Code 1368 et seq.; and any standards, laws and regulations, promulgated
26 thereunder. Under these laws and regulations, SUBRECIPIENTS shall assure:

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

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

5 C. COUNTY and U.S. EPA shall be notified about any known violation of the above
6 laws.

7 **19. DRUG-FREE WORKPLACE REQUIREMENTS**

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

16 **20. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND**
17 **VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS**

18 A. COUNTY and SUBRECIPIENT recognize that Federal assistance funds will be
19 used under the terms of this Agreement. For purposes of this paragraph, SUBRECIPIENT will be
20 referred to as the “prospective recipient”.

21 B. This certification is required by the regulation implementing Executive Order
22 12549, Debarment and Suspension, 29 CFR Part 98m section 98.510, Participant’s responsibilities.

23 1) The prospective recipients of Federal assistance funds certified by
24 entering into this Agreement, that neither they nor their principals are presently debarred, suspended,
25 proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction
26 by any Federal department or agency.

27 2) The prospective recipients of funds agree by entering into this
28 Agreement, that it shall not knowingly enter into any lower tier covered transaction with a person who is

1 debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from
2 participation in this transaction by any Federal department or agency with which this transaction
3 originated.

4 3) Where the prospective recipients of Federal assistance funds are unable
5 to certify to any of the statements in this certification, such prospective participant shall attach an
6 explanation to this Agreement.

7 4) The prospective recipients shall provide immediate written notice to
8 COUNTY if at any time prospective recipients learn that their certification in Paragraph Twenty (20) of
9 this Agreement was erroneous when submitted or has become erroneous by reason of changed
10 circumstances.

11 5) The prospective recipients further agree that by entering into this
12 Agreement, they will include a clause identical to Paragraph Twenty (20) of this Agreement and titled
13 "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier
14 Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier
15 covered transactions.

16 6) The certification in Paragraph Twenty (20) of this Agreement is a material
17 representation of fact upon which COUNTY relied in entering into this Agreement.

18 **21. PROHIBITION ON PUBLICITY**

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

27 **22. STATE ENERGY CONSERVATION**

28 SUBRECIPIENTS must comply with the mandatory standard and policies relating to energy

1 efficiency which are contained in the State Energy Conservation Plan issued in compliance with 42
2 United States (US) Code sections 6321, et. Seq.

3 **23. FRATERNIZATION**

4 SUBRECIPIENT shall establish procedures addressing fraternization between
5 SUBRECIPIENT'S staff and clients. Such procedures will include provisions for informing
6 SUBRECIPIENT'S staff and clients regarding fraternization guidelines.

7 **24. INTERPRETATION OF LAWS AND REGULATIONS**

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

10 **25. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

11 COUNTY, its officers, consultants, subcontractors, agents and employees shall comply with all
12 applicable State, Federal and local laws and regulations governing projects that utilize Federal Funds.

13 **26. RECORDS**

14 A. Record Establishment and Maintenance

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

17 SUBRECIPIENT shall retain all fiscal books, account records and client files for services performed
18 under this Agreement for at least three (3) years from date of final payment under this Agreement or
19 until all State and Federal audits are completed for that fiscal year, whichever is later.

20 B. Cost Documentation

21 1) SUBRECIPIENT shall submit to COUNTY within fifteen (15) calendar
22 days following the end of each month, all fiscal and program reports for that month. SUBRECIPIENT
23 shall also furnish to COUNTY such statements, records, data and information as COUNTY may request
24 pertaining to matters covered by this Agreement. In the event that SUBRECIPIENT fails to provide
25 reports as provided herein, it shall be deemed sufficient cause for COUNTY to withhold payments until
26 compliance is established.

27 2) All costs shall be supported by properly executed payrolls, time records,
28 invoices, vouchers, orders, or any other accounting documents pertaining in whole or in part to this

1 Agreement and they shall be clearly identified and readily accessible. The support documentation must
2 indicate the line budget account number to which the cost is charged.

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

9 C. Service Documentation

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

14 D. Use of Data

15 SUBRECIPIENT shall grant to COUNTY and the United States Department Health and
16 Human Services the royalty-free, nonexclusive and irrevocable license throughout the world to publish,
17 translate, reproduce, deliver, perform, dispose of, duplicate, use, disclose in any manner and for any
18 purpose whatsoever and to authorize others to do so, all subject data now or hereafter covered by
19 copyright. However, with respect to subject data not originated in the performance of this Agreement,
20 such license shall be only to the extent that SUBRECIPIENT have the right to grant such licenses
21 without becoming liable to pay any compensation to others because of such grants. SUBRECIPIENT
22 shall exert all reasonable effort to advise COUNTY at time of delivery of subject data furnished under
23 this Agreement, of all possible invasions of the right of privacy therein contained, and of all portions of
24 such subject data copied from work not composed or produced in the performance of this Agreement
25 and not licensed under this provision.

26 As used in this clause, the term "Subject Data" means writing, sound recordings, pictorial
27 reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams,
28 work flow charts, equipment descriptions, data files and data processing of computer programs, and

1 works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or
2 developed under this Agreement. The term does not include financial reports, cost analyses and
3 similar information incidental to contract administration.

4 SUBRECIPIENT shall report to COUNTY promptly and in written detail, each notice of
5 claim of copyright infringement received by SUBRECIPIENT with respect to all subject data delivered
6 under this Agreement. SUBRECIPIENT shall not affix any restrictive markings upon any data. If
7 markings are affixed, COUNTY shall have the right at any time to modify, remove, obliterate or ignore
8 such markings.

9 COUNTY shall have access to any report, preliminary findings or data assembled by
10 SUBRECIPIENTS under this Agreement. In addition, SUBRECIPIENT must receive written permission
11 from COUNTY prior to publication of any materials developed under this Agreement and file with
12 COUNTY a copy of all educational and training materials, curricula, audio/visual aids, printed material
13 and periodicals, assembled pursuant to this Agreement prior to publication.

14 **27. SINGLE AUDIT CLAUSE**

15 A. If SUBRECIPIENT expends Seven Hundred Fifty Thousand Dollars (\$750,000)
16 or more in Federal and Federal flow-through monies, SUBRECIPIENT agrees to conduct an annual
17 audit in accordance with the requirements of the Single Audit Standards as set forth in Office of
18 Management and Budget (OMB) Title 2 of the Code of Federal Regulations Part 200. SUBRECIPIENT
19 shall submit said audit and management letter to COUNTY. The audit must include a statement of
20 findings or a statement that there were no findings. If there were negative findings, SUBRECIPIENT
21 must include a corrective action plan signed by an authorized individual. SUBRECIPIENT agrees to take
22 action to correct any material non-compliance or weakness found as a result of such audit. Such audit
23 shall be delivered to COUNTY's DSS, Administration, for review within nine (9) months of the end of any
24 fiscal year in which funds were expended and/or received for the program. Failure to perform the
25 requisite audit functions as required by this Agreement may result in COUNTY performing the necessary
26 audit tasks, or at COUNTY's option, contracting with a public accountant to perform said audit, or, may
27 result in the inability of COUNTY to enter into future agreements with SUBRECIPIENT. All audit costs
28 related to this Agreement are the sole responsibility of SUBRECIPIENT.

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

14 C. SUBRECIPIENT shall make available all records and accounts for inspection by
15 COUNTY, the State of California, if applicable, the Comptroller General of the United States, the Federal
16 Grantor Agency, or any of their duly authorized representatives, at all reasonable times for a period of at
17 least five (5) years following final payment under this Agreement or the closure of all other pending
18 matters, whichever is later.

19 **28. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

20 To the extent necessary to prevent disallowance of reimbursement under section 1861 (v) (1)
21 (1) (I) of the Social Security Act, (42 U.S.C § 1395x, subd. (v)(1)[I]), until the expiration of four (4) years
22 after the furnishing of services under this Agreement, SUBRECIPIENT shall make available, upon
23 written request to the Secretary of the United States Department of Health and Human Services, or
24 upon request to the Comptroller General of the United States General Accounting Office, or any of their
25 duly authorized representatives, a copy of this Agreement and such books, documents, and records as
26 are necessary to certify the nature and extent of the costs of these services provided by
27 SUBRECIPIENT under this Agreement. SUBRECIPIENT further agrees that in the event
28 SUBRECIPIENT carries out any of their duties under this Agreement through a subcontract, with a

1 value or cost of Ten Thousand and No/100 Dollars (\$10,000) or more over a twelve (12) month period,
2 with a related organization, such Agreement shall contain a clause to the effect that until the expiration
3 of four (4) years after the furnishing of such services pursuant to such subcontract, the related
4 organizations shall make available, upon written request to the Secretary of the United States General
5 Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such
6 books, documents, and records of such organization as are necessary to verify the nature and extent of
7 such costs and regulations.

8 **29. CHILD ABUSE REPORTING**

9 SUBRECIPIENT shall utilize a procedure acceptable to COUNTY to ensure that all of
10 SUBRECIPIENT'S employees, volunteers, consultants, subcontractor or agents performing services
11 under this Agreement shall report all known or suspected child abuse or neglect to one or more of the
12 agencies set forth in Penal Code Section 11165.9. This procedure shall include having all of
13 SUBRECIPIENTS' employees, volunteers, consultants, subcontractor or agents performing services
14 under this Agreement sign a statement that he or she knows of and will comply with the reporting
15 requirements set forth in Penal Code Section 11166. The statement to be utilized by SUBRECIPIENTS
16 is set forth in Exhibit D, attached hereto and by this reference incorporated herein.

17 **30. PROPERTY OF COUNTY**

18 All purchases over Five Thousand and No/100 Dollars (\$5,000.00) made during the life of this
19 Agreement shall be identified as fixed assets with an assigned COUNTY Accounting Inventory Number.
20 These fixed assets shall be retained by COUNTY, as COUNTY property, in the event this Agreement is
21 terminated or upon expiration of this Agreement. The SUBRECIPIENT agrees to participate in an
22 annual inventory of all COUNTY fixed assets and shall be physically present when fixed assets are
23 returned to COUNTY possession at the termination or expiration of this Agreement.

24 **31. AUDITS AND INSPECTIONS**

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

1 SUBRECIPIENT'S compliance with the terms of this Agreement.

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

5 **32. NOTICES**

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

<u>County</u>	<u>SUBRECIPIENT</u>
County of Fresno	Luis Santana
Director, Department of Social Services	Reading and Beyond
205 W. Pontiac Way, Building 2	4670 E. Butler Avenue
Clovis, CA. 93612	Fresno, CA. 93727

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

26 **33. CHANGE OF LEADERSHIP/MANAGEMENT**

27 In the event of any change in the status of SUBRECIPIENT's leadership or management,
28 SUBRECIPIENT shall provide written notice to COUNTY within thirty (30) days from the date of

1 change. Such notification shall include any new leader or manager's name, address and qualifications.
2 "Leadership or management" shall include any employee, member, or owner of SUBRECIPIENT who
3 either a) directs individuals providing services pursuant to this Agreement, b) exercises control over the
4 manner in which services are provided, or c) has authority over SUBRECIPIENT's finances.

5 **34. GOVERNING LAW**

6 Venue for any action arising out of or related to this Agreement shall only be in Fresno County,
7 California.

8 The rights and obligations of the parties and all interpretation and performance of this
9 Agreement shall be governed in all respects by the laws of the State of California.

10 **35. SEVERABILITY**

11 The provisions of this Agreement are severable. The invalidity or unenforceability of any
12 one provision in the Agreement shall not affect the other provisions.

13 **36. ELECTRONIC SIGNATURE**

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

28 ///

1 **37. ENTIRE AGREEMENT**

2 This Agreement constitutes the entire agreement between the SUBRECIPIENT and COUNTY
3 with respect to the subject matter hereof and supersedes all previous Agreement negotiations,
4 proposals, commitments, writings, advertisements, publications, and understanding of any nature
5 whatsoever unless expressly included in this Agreement.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first
2 hereinabove written.

3 **Contractor**
4 **READING AND BEYOND**

5 By: 

6 Print Name: Luis Santana

7 Title: Executive Director
8 Chairman of the Board, or President, or
9 any Vice-President

10 By: 

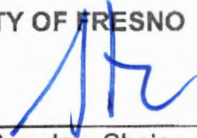
11 Print Name: Lesley Fairburn

12 Title: Controller
13 Secretary (of Corporation), or any Assistant
14 Secretary, or Chief Financial Officer, or Any
15 Assistant Treasurer

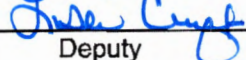
16
17 Mailing Address:
18 4670 E. Butler Avenue
19 Fresno, CA 93702
20 Phone: (559)
21 Contact: Luis Santana, Executive Director

22
23 FOR ACCOUNTING USE ONLY:
24 Funds/Subclass: 0001/10000
25 ORG no.: 56107001
26 Account No.: 7870
27
28

COUNTY OF FRESNO


Steve Brandau, Chairman of the Board of
Supervisors of the County of Fresno

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

By: 
Deputy

SUMMARY OF SERVICES

ORGANIZATION: Reading and Beyond
ADDRESS: 4670 E. Butler Avenue Fresno, CA 93702-4608
CONTACT: Luis Santana, Executive Director
TELEPHONE: (559) 342-8625
SERVICES: CalFresh Employment and Training
CONTRACT PERIOD: July 12, 2021 through September 30, 2021

I. SUMMARY OF SERVICES

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

II. TARGET POPULATION

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

III. CONTRACTOR'S RESPONSIBILITIES

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

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

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

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

RAB shall provide the following:

A. Operational Hours

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

B. Intake, Assessment and Orientation

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

C. Supervised Job Search

1. RAB will assist participants with building skills required to effectively search for and obtain employment.
2. RAB will assist participants with enhancing soft skills to obtain and maintain employment.
3. Curriculum in Supervised Job Search (SJS) includes, but is not limited to the following:
 - a) Basic computer skills
 - b) Job search strategies
 - c) Comprehensive interview preparation
 - d) Mock interviews
 - e) Common workplace etiquette
 - f) Career coaching
 - g) Job opportunities
 - h) Financial counseling & budget planning
 - i) Problem solving for transportation issues
 - j) Social support development
 - k) Resume & Cover Letter Preparation

- l) Effective job searching techniques
 - m) Online and handwritten application processes
 - n) Face-to-face and telephone interview skills
 - o) Appropriate dress and hygiene
 - p) Understanding employer expectations
 - q) Teamwork
 - r) Effective communication
 - s) Problem solving
 - t) Obtaining and retaining employment
4. RAB will guide participants toward available job opportunities and assist with the application process as needed.

D. Education

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

E. Job Retention

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

F. Ancillary/Participant Reimbursement

RAB is required to provide ancillary/participant reimbursement to aid in barrier removal for participation the CFET program. Allowable reimbursements must be reasonable and necessary, follow CFET guidelines and be approved by the Department.

G. Disengaged Participants

1. RAB will attempt to contact disengaged participants by:
 - a) Contacting the participant by phone twice per week for two weeks.

- b) Send a letter to those not reached by phone.
2. Participants will have 10 days from the final notice to schedule and comply with an in-office appointment or CFET services will be discontinued.
3. RAB will notify DSS within five business days of a participant becoming disengaged.

H. Referrals

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

I. Reedley Participants

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

J. Case Documentation and Reports

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

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

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

1. Number of referrals from the Department

2. Number of participants that accepted and were enrolled into CFET services
3. Number of participants to become employed
4. Number of participants engaged in each component

IV. COUNTY RESPONSIBILITIES

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

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

V. OUTCOMES

RAB shall meet the following performance outcomes:

1. **Participant Enrollment:** Enroll at least 50% of NACF recipients referred by the Department into CFET.
2. **Participant Employed:** At least 50% of all enrolled CFET participants will find gainful employment working an average of 20 hours or more per week.
3. **Educational or Vocational Program Enrollment:** 50% of participants will enroll in an educational or vocational training program.
4. **Educational or Vocational Program Completion:** Of the enrolled educational or vocational participants, 80% will complete their program with the accompanying certificate.
5. **Reduction or Termination of CalFresh Benefits:** At least 50% of participants will experience either a reduction of their CF benefits or termination of benefits due to no longer meeting income guidelines for eligibility.

BUDGET SUMMARY

ORGANIZATION: Reading and Beyond
 SERVICES: CalFresh Employment and Training
 CONTRACT PERIOD: July 12, 2021 through September 30, 2021
 CONTRACT AMOUNT: Not to exceed \$817,773

<u>BUDGET CATEGORIES</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>
<u>SALARIES & BENEFITS</u>		
Salaries	0100	\$78,938
Payroll Taxes	0150	\$ 6,883
Benefits	0200	\$24,101
Salaries & Benefits Subtotal		\$109,922
<u>SERVICES & SUPPLIES</u>		
Insurance	0250	\$3,947
Communications	0300	\$3,647
Office Expense	0350	\$3,000
Office Rental – Facilities	0450	\$3,000
Equipment Rental	0400	\$0
Tuition	0460	\$517,376
Transportation – Mileage	0700	\$3,500
Program Supplies/Services	0550	\$37,675
Indirect Costs	0850	\$68,206
Services & Supplies Subtotal		\$640,351
Maximum Reimbursement of Ancillary/Support		\$67,500
TOTAL		\$817,773

PERSONNEL AND EMPLOYEE BENEFITS

ORGANIZATION: Reading and Beyond
 SERVICES: CalFresh Employment and Training
 CONTRACT PERIOD: July 12, 2021 through September 30, 2021
 CONTRACT AMOUNT: Not to exceed \$817,773

PERSONNEL & SALARIES

Title	No. of Persons	% of time on Project	Total Cost
Senior Manager	1	.10	\$3,337
Program Manager	1	1.0	\$15,129
Education Navigator	1	1.0	\$8,654
Accountant	1	.67	\$4,824
Career & Family Navigator	5	1.0	\$42,840
Operations Director	1	.20	\$4,154
TOTAL COST			\$78,938

BENEFITS

Employment Benefits & Payroll Taxes

			<u>Item Total</u>
FICA	Payroll Taxes	7.65%	<u>\$6,039</u>
SDI	Payroll Taxes	1.00%	<u>\$ 789</u>
401K	Employment Benefits	4%	<u>\$3,158</u>
FUTA	Payroll Taxes	0.07%	<u>\$ 55</u>
Health Benefits	Employment Benefits	18.38%	<u>\$13,839</u>
PTO	Employment Benefits	9%	<u>\$7,104</u>
		Total Benefits/Payroll Taxes	<u>\$30,984</u>
		TOTAL SALARIES & BENEFITS	<u>\$109,922</u>

BUDGET DETAIL

ORGANIZATION: Reading and Beyond
 SERVICES: CalFresh Employment and Training
 CONTRACT PERIOD: July 12, 2021 through September 30, 2021
 CONTRACT AMOUNT: Not to exceed \$817,773

ACCOUNT NUMBER	CATEGORY & DESCRIPTION	TOTAL
	<u>INSURANCE</u>	\$3,947
	Workers compensation insurance @ \$78,938 X .5% = 395;	
	<u>COMMUNICATION</u>	\$3,647
	Telephone @ 50 X 7.97 FTE; Internet @ \$60 per 7.97 FTE; Social Solutions (case mgmt. Software) @ \$69 per 7.97 FTE; Cell phone allowance @ \$80 per month (2.5).	
	<u>OFFICE EXPENSE</u>	\$3,000
	Paper, pens, toner, paperclips, etc. @ \$3,000	
	<u>OFFICE RENTAL</u>	\$3,000
	Office rent to include a prorated share of repairs and maintenance, depreciation, utilities, etc. Estimated at \$3,000.	
	<u>TUITION</u>	\$517,376
	Tuition for clients.	
	<u>TRANSPORTATION</u>	\$3,500
	Mileage @ \$.56 per mile X 5 FTE X 500 miles X 2.5 months.	
		\$37,675
	<u>PROGRAM SUPPLIES</u>	
	5 Computer monitors for staff @ \$215 ea.; 20 hot spot loaners @ \$75 ea.; 20 loaner laptops @ \$800 ea.; 20 loaner wireless keyboards @ \$130 ea.' 5 laptops, mice and computer bags for staff @ \$1500 ea.; 20 loaner tablets @\$450 ea.	
	<u>OTHER (INDIRECT COSTS)</u>	\$68,206
TOTAL		\$640,351

BUDGET DETAIL – PARTICIPANT REIMBURSEMENT

ORGANIZATION: Reading and Beyond

SERVICES: CalFresh Employment and Training

CONTRACT PERIOD: July 12, 2021 through September 30, 2021

CONTRACT AMOUNT: Not to exceed \$817,773

TOTAL SALARIES & BENEFITS: \$109,922

TOTAL SERVICE & SUPPLIES: \$640,351

MAXIMUM ANCILLARY/SUPPORT SERVICES EXPENDITURES*: \$135,000

MAXIMUM CONTRACTOR CASH MATCH REQUIRED: (\$67,500)

MAXIMUM CONTRACTOR REIMBURSEMENT: \$817,773

*Ancillary/Support Services Reimbursements to Participants May Include:

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

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

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

NOTICE OF CHILD ABUSE REPORTING LAW

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

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

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

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

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

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

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

SIGNATURE

DATE