

**INTERAGENCY MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE TEHAMA COUNTY DEPARTMENT OF SOCIAL SERVICES  
AND TEHAMA COUNTY LIBRARY**

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This Interagency Memorandum of Understanding is entered into between the County of Tehama Department of Social Services, hereafter referred to as "TCDSS" and Tehama County Library, hereafter referred to as "TC Library", for the purpose of providing supervised work experience and confidential work space for training of participants who are referred to the site by CalWORKs Employment Services.

**1. RESPONSIBILITIES OF TC Library**

During the term of this agreement, TC Library shall provide services in accordance with the Scope of Work, Exhibit C, and agrees to terms identified in Debarment, Suspension, and Other Responsibility Matters, Exhibit B, attached hereto and made a part of this agreement.

**2. RESPONSIBILITIES OF TCDSS**

TCDSS shall compensate TC Library for said services pursuant to Section 3 and 4 of this agreement.

**3. COMPENSATION**

For work satisfactorily performed in accordance with the terms of this Agreement, as reasonably determined by TCDSS, TC Library shall invoice TCDSS at the actual cost incurred in accordance with the budget sheet attached hereto and incorporated herein as Exhibit D. The Maximum Compensation payable under Agreement shall not exceed \$50,000.00. TC Library may, with TCDSS approval, reallocate funds among each of the major cost categories listed in Exhibit D, to a maximum of 15% of each part, not to exceed the Maximum Compensation amount set forth above. TC Library shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. TC Library shall have no claim against TCDSS for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by TC Library after the expiration or other termination of this Agreement. TC Library shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and TC Library agrees that TCDSS has no obligation, whatsoever, to compensate or

reimburse TC Library for any expenses, direct or indirect costs, expenditures, or charges of any nature by TC Library that exceed the Maximum Compensation amount set forth above. Should TC Library receive any such payment it shall immediately notify TCDSS and shall immediately repay all such funds to TCDSS. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

On or before the 22<sup>nd</sup> of June, TC Library shall submit to TCDSS an itemized invoice (Exhibit E) for all services rendered. TCDSS shall make payment of all undisputed amounts no later than June 30, 2026 of receipt of TC Library's invoice. TCDSS shall be obligated to pay only for services properly invoiced in accordance with this section.

5. **TIMELY SUBMISSION**

Notwithstanding section #4, TC Library shall submit a final undisputed invoice for payment no later than the 22<sup>nd</sup> of June. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of the County under this Agreement have ceased and that no further payments are due or outstanding. County will not honor any delinquent invoice. TC Library will be deemed to have forfeited its right to payment and shall have no claim against County for payment, of any kind whatsoever, for any delinquent invoice.

6. **TERM OF AGREEMENT**

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This agreement shall commence on April 1, 2026 and shall terminate June 30, 2026, unless terminated in accordance with section 7 below.

7. **TERMINATION OF AGREEMENT**

If TC Library fails to perform his/her duties to the satisfaction of the TCDSS, or if TC Library fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if TC Library violates any of the terms or provisions of this agreement, then the TCDSS shall have the right to terminate this agreement effective immediately upon the TCDSS giving written notice thereof to the TC Library. Either party may terminate this agreement on 30 days' written notice. TCDSS shall pay TC Library for all work satisfactorily completed as of the date of notice. TCDSS may terminate this agreement immediately upon oral notice should funding cease or be materially

decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The TCDSS's right to terminate this agreement may be exercised by the Director, the Chairperson of the Tehama County Board of Supervisors or the Purchasing Agent, as indicated on the signatory page.

8. **ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. TC Library shall be entitled to no other benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. TC Library specifically acknowledges that in entering into and executing this agreement, TC Library relies solely upon the provisions contained in this agreement and no other oral or written representation.

9. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of TC Library, TC Library may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of the TCDSS.

10. **INSURANCE**

TCDSS acknowledges that TC Library participates in the County of Tehama's program of self-insurance established by the Tehama County Board of Supervisors. TCDSS further acknowledges that TC Library is required to contribute a portion of the funds necessary to operate this program.

11. **NON-DISCRIMINATION**

TC Library shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

12. **GREEN PROCUREMENT POLICY**

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. TC Library shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

13. **COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by TC Library under this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the TCDSS immediately.

14. **LAW AND VENUE**

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

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15. **AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

16. **NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

<b>NOTICES TO TCDSS:</b>	<b>NOTICES TO TC Library:</b>
Bekkie F. Emery, Director Tehama County Department of Social Services P. O. Box 1515 Red Bluff, CA 96080 Fax: 530-527-5410	Alicia Meyer, County Librarian Tehama County Library 545 Diamond Avenue Red Bluff, CA 96080 Phone: 527-0604 countylibrarian@tehamacountylibrary.org
<b>ANALYST RESPONSIBLE TO RECEIVE REPORTS:</b>	<b>PERSON RESPONSIBLE FOR REPORTING:</b>
Xavier Garcia, Staff Services Analyst, Tehama County Department of Social Services P.O. Box 1515 Red Bluff, CA 96080 OR emailed to <a href="mailto:ProgramAnalyst@tcdss.org">ProgramAnalyst@tcdss.org</a> OR delivered in person to 310 S. Main Street. Phone: 530-528-4099 Fax: 530-527-5410	Alicia Meyer, County Librarian Tehama County Library 545 Diamond Avenue Red Bluff, CA 96080 Phone: 527-0604 countylibrarian@tehamacountylibrary.org
<b>INVOICES SUBMITTED TO TCDSS:</b>	<b>PERSON RESPONSIBLE FOR INVOICING:</b>
Tehama County Department of Social Services P.O. Box 1515 Red Bluff, CA 96080 OR delivered in person to: 310 S. Main Street., Red Bluff, CA 96080 Fax: 530-527-5410	Alicia Meyer, County Librarian Tehama County Library 545 Diamond Avenue Red Bluff, CA 96080 Phone: 527-0604 countylibrarian@tehamacountylibrary.org

Notice shall be deemed to be effective two days after mailing.

17. **RESOLUTION OF AMBIGUITIES**

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor such provision shall be construed against the party who drafted the Agreement or such provision.

18. **NO THIRD PARTY BENEFICIARIES**

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

19. **NON-EXCLUSIVE AGREEMENT**

TC Library understands that this is not an exclusive agreement, and that TCDSS shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by TC Library, or to perform such services with TCDSS's own forces, as TCDSS desires.

20. **HAZARDOUS MATERIALS**

TC Library shall provide to TCDSS all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by TC Library, or any of its Subcontractors, in connection with the services on County property. TC Library shall provide TCDSS with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by TC Library, or any of its Subcontractors, during the performance of the services. TCDSS shall provide Safety Data Sheets for any Hazardous Materials that TC Library may be exposed to while on County property.

21. **HARASSMENT**

TC Library agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

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22. **EXHIBITS**

TC Library shall comply with all provisions of Exhibits A through E, attached hereto, and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

23. **STANDARDS OF THE PROFESSION**

TC Library agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which TC Library has been properly licensed to practice.

24. **LICENSING OR ACCREDITATION**

Where applicable the TC Library shall maintain the appropriate license or accreditation through the life of this contract.

25. **COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING\**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

26. **OWNERSHIP OF DOCUMENTS**

All documents, notes, reports, electronic storage media, plans, or any other materials produced by TC Library during the term of this agreement for any purpose related to the agreement shall become the property of the TCDSS. TC Library shall deliver, upon full payment by the TCDSS for services rendered hereunder, all such materials to TCDSS.

27. **DOCUMENTS AND RETENTION**

- a. TC Library and TCDSS agree to retain all documents relevant to this agreement for five years from the termination of the agreement or until all audits, Federal and/or State, are complete, whichever is later. Upon request, TC Library shall make available these records to the TCDSS, State, or Federal government representatives.

- b. TC Library shall provide TCDSS all finished and unfinished reports, data, studies, photographs, charts and other documents prepared by TC Library pursuant to this agreement, should this agreement be terminated.
- c. TC Library shall develop and maintain records concerning the services provided pursuant to this agreement. TC Library shall also provide all information necessary for quarterly reports or other reports required by County, State or the Federal government. TC Library shall fully cooperate with the TCDSS in providing any information needed by any governmental entity concerning this agreement.

28. **SEXUAL HARASSMENT**

TC Library shall not employ sexual harassment or discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. TC Library shall provide services in accordance with Exhibit A, Nondiscrimination Clause, attached hereto, and the Tehama County Sexual Harassment Policy, available upon request; both made part of this agreement.

29. **CONFLICT OF INTEREST**

TC Library and TC Library's employees shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this agreement.

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30. **CONFIDENTIALITY**

The intent of this agreement is for the TC Library to provide supervised work as a training element for assigned participants who are referred to the site by CalWORKs Employment Services. However, should specific information regarding the TCDSS's clients become known to TC Library, the following confidentiality rules shall apply:

- a. TC Library shall require all employees, volunteers, agents, and officers to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Manual of Policies and Procedures (MPP) Division 19, which provide that:
  - i. All applications and records concerning any individual made or kept by TC Library shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program.

- ii. No person shall publish, disclose, use, permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.
  - iii. No person shall publish, disclose, use, permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient, except as provided by law.
- b. TC Library shall ensure all employees, volunteers, agents, and officers comply with the above provisions, and shall inform all employees, agents, and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.
- c. During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.
- d. Notwithstanding any other provision of this Agreement, the TC Library agrees to protect the confidentiality of any and all patient, client, or resident medical information, which may be viewed in the process of doing his/her/its contracted services. The TC Library understands that he/she/it is subject to all of the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA); Title 42, Section 2.1 through 2.67-1, Code of Federal Regulations; and Confidentiality of Medical Information Act [Part 2.6 (commencing with Section 56)] of Division 1 of the Civil Code. Violation of the confidentiality of patient, client, or resident medical information may result in federally imposed fines and penalties and the cancellation of this agreement.

31. **AVAILABILITY OF FUNDS**

All funding under this agreement is subject to the availability of Federal, State, and County funds. If at any time during the period covered by this agreement the funding from any source is discontinued or decreased, this agreement shall no longer be binding upon the TCDSS or the TC Library, effective with the date funding is discontinued or decreased.

In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency.

32. **MONITORING, VIOLATIONS, BREACHES OF AGREEMENT**

The TCDSS may monitor the TC Library's performance to assure compliance with the terms, conditions, and specifications of this agreement.

TC Library shall develop and make known to recipients the procedure for presenting grievances or complaints regarding services and shall be able to present the procedure to TCDSS at any time. This shall include informing recipients of their right to a State hearing.

The TCDSS may take appropriate remedies, such as fiscal penalties or withhold payment in instances whereas the TC Library or any person employed by TC Library, in any capacity during the progress of the work, whether by negligence or otherwise breach or violate any provision of this agreement.

33. **MISCELLANEOUS PROVISIONS**

TC Library will recognize the mandatory standards and policies relating to energy efficiency in the state energy conservation plan. {Title 24, California Administrative Code}.

If the amount of this agreement is in excess of \$10,000.00, TC Library is required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60).

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If the amount of this agreement is in excess of \$100,000.00, TC Library is required to comply with Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

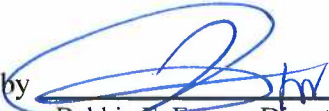
34. **DUPLICATION OF SERVICES AND REFERRALS**

TC Library, TC Library's employees and partners, and any Sub-contractors agree to refer clients to other existing services as appropriate. New and Existing services shall be coordinated to prevent duplication of services.


TC Library certifies, by signing this agreement, that the services being provided would not otherwise be available to registrants free of charge in the absence of TCDSS funding.

IN WITNESS WHEREOF, TCDSS and TC Library have executed this agreement on the day and year set forth below. Agreement not valid without signatures of authorized representatives from all parties.

**TEHAMA COUNTY DEPARTMENT OF SOCIAL SERVICES**

Executed at Red Bluff, California, 06/04/2026, by  Bekkie F. Emery, Director  
Date

**TEHAMA COUNTY LIBRARY**

Executed at Red Bluff, California, 06/04/2026, by  Alicia Meyer, County Librarian  
Date

5013-53230  
Budget Account Number

93.558  
Federal Funding CFDA #

**EXHIBIT A**  
**NONDISCRIMINATION CLAUSE**

The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940 (c), (h) (1), (I), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations Section 98000-98413; the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91; 7 CFR Part 15; and 28 CFR Part 35], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of age, sex, color disability, national origin, race, marital status, religion or political affiliation be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HERREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement. THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CTCDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited. By ACCEPTING THE ASSURANCE, the Contractor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the aforementioned laws, rules, and regulations, and permit authorized CTCDSS and /or federal government personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance. If there are any violations of this assurance, CTCDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance. This ASSURANCE is binding on the Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

**EXHIBIT B**  
**DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

Contractor certifies to the best of its knowledge and belief, that it:

- A) Is not presently debarred, suspended, proposed for disbarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
  - B) Has not been convicted within the preceding three years of this agreement or had a civil judgement rendered against it for:
    - i. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction;
    - ii. Violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocations of customers between competitors, and bid rigging;
    - iii. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or
    - iv. Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility
  - C) Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses listed above in paragraph (B) (i-iv) of this agreement.
  - D) Has not had one or more public transactions (Federal, State, or local) terminated within the preceding three years of this agreement for cause or default.
  - E) Contractor shall report immediately to County in writing, any incidents of alleged fraud and/or abuse by either contractor or subcontractors.
  - F) Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.
  - G) Contractor agrees to timely execute any and all amendments to this agreement or other required documentation relating to the contractor's debarment/suspension status.
- Contractor agrees to timely execute any and all amendments to this agreement or other required documentation relating to the contractor's debarment/suspension status.

**EXHIBIT C**  
**SCOPE OF WORK**

**Work Experience**

Provide supervised work as a training element for assigned participants who are referred to the site by CalWORKs Employment Services.

**Tehama County Library**

**PURPOSE**

The Tehama County Library Work Experience Site is designed to provide CalWORKs participants with a structured, supportive environment where participants can gain practical job skills, build work history, and develop the habits needed for long-term employment. The program combines hands-on work assignments with training in areas such as communication, time management, and workplace expectations. Privacy booths will be made available for job interviews, online skill building, and classes/workshops.

**TARGET OUTCOMES**

To help individuals increase their employability, transition into unsubsidized employment, and move toward greater financial independence and self-sufficiency.

**POPULATION TO BE SERVED**

Referred participants will have varying levels of skills, including those who are recently unemployed and have a high level of work experience to those who have little or no work experience, or individuals who have been self-employed. Participants may include felons, individuals with barriers to employment, including mental health, substance use or domestic violence.

**CONTRACTOR AGREES TO**

- 1) Tehama County Library shall ensure that there is a reserved conference room for CalWORKs Job Readiness/ Job Search courses "Tehama Works" Fridays from 9 AM - 12 PM.
- 2) Tehama County Library shall ensure that there is a reserved conference room for the quarterly Administrative Oversight Team meetings from 8:30 AM – 10:30 AM.
- 3) Tehama County Library will provide the Work Experience Site and shall provide supervised work as a training element for assigned participants who are referred to the site by CalWORKs Employment Services. In addition:
  - a) Participants will supplement, but under no circumstances displace regular employees, and a Work Experience training assignment may not be created as a result of, or may not result in, any or the following:
    - The displacement or partial displacement of current employees, which includes but is not limited to, a reduction in regular work hours and overtime, wages, or employment benefits.
    - The filling of positions that would be promotional opportunities for current employees,

unless such promotions are routinely filled through an open process in which recipients are provided an equal opportunity to compete for the job.

- The filling of a position prior to compliance with applicable personnel procedures or provisions of collective bargaining agreements.
  - The filling of established unfilled public agency positions, unless the positions are unfunded in a public agency budget.
  - The filling of a position created by termination, layoff, or reduction in work force, caused by the employer's intent to fill the position with a subsidized position.
  - A strike, lockout, or other bona fide labor dispute, or violation of any existing collective bargaining agreement between employees and employers.
  - The filling of a work assignment customarily performed by a worker in a job classification covered by a collective bargaining agreement in that specific work site, or the filling of a work assignment in any bargaining unit in which funded positions are vacant or in which regular employees are on layoff.
  - The termination of a contract for services, before its expiration date, that displaces or partially displaces workers performing contracted services and which is caused by the employer's intent to fill the vacancy with a subsidized welfare-to-work participant.
  - The denial to a participant or employee of protections provided other workers on the work site under state and federal workplace health, safety, and representation laws.
- b) The Work Experience Site is not responsible for compensating the participant for work performed.
- c) Worker's Compensation coverage shall be provided by arrangement between TCDSS and the State of California. The Work Experience Site shall provide timely notices and reports of work injuries in conformity with state law.
- d) The Work Experience Site will provide each participant with an orientation prior to assignment of duties. This orientation includes, but is not limited to, the following:
- Orientation to the Work Experience Site (conditions of work, employer expectation, etc.)
  - Safety instructions and equipment necessary for protection against injury and damage, in accordance with OSHA guidelines.
  - The same working conditions as current Work Experience Site employees (e.g. coffee breaks, lunch breaks)
- e) The Work Experience Site shall provide close supervision and instruction regarding duties and work activities; the Work Experience site is responsible for the actions of participants at the work site and agrees to the following:

- To provide participants with productive work experience and skills training within the guidelines of the job description and the regulations of CalWORKs.
  - To permit TCDSS staff to visit work sites for the purpose of monitoring a participant's progress and to inform TCDSS of any proposed changes to the participant's program.
  - To provide release time upon request of TCDSS for supportive services, counseling, employment interviews, employment-related testing, remediation classes, academic enrichment instruction, and other program-related purposes.
  - To notify the appropriate labor union of the use of a CalWORKs recipient assigned to the Work Experience activity in any location or work activity covered by a collective bargaining agreement between the Work Experience Site and a union, and to notify non-union employees of the use of CalWORKs welfare-to-work participants and the availability of the grievance process described in the California Department of Social Services Manual of Policies and Procedures. Non-union employees may be notified through display of a poster, but such poster shall not identify any welfare-to-work participant.
- f) Work Experience Site shall require all employees, volunteers, agents, and officers to comply with the provisions of Section 10850 of the Welfare and Institutions Code and the California Department of Social Services Manual of Policies and Procedures, Division 19, which provide that:
- All applications and records concerning any individual receiving services pursuant to this agreement made or kept by the Work Experience Site shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program.
  - No person shall publish, disclose, use, permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.
  - No person shall publish, disclose, use, permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient, except as provided by law.
- g) Work Experience Site shall defend, hold harmless and indemnify the County of Tehama, its elected officials, officers, employees, agents and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County Counsel and counsel retained by the County, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of the County) being damaged by the negligent acts, willful acts, or errors or omissions of the Work Experience site or any of the Work Experience Site's subcontractors, any person employed under the Work Experience Site, or under any subcontractor, in any capacity during the progress of the work, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of the County.

- h) Work Experience Site shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.
  - i) Work Experience Site shall comply with all applicable federal, state, county and municipal laws, ordinances, and regulations.
  - j) Work Experience Site shall obtain and maintain continuously comprehensive general liability insurance and or other insurance necessary to protect the public with limits of liability of not less than \$1,000,000.00 combined single limit bodily injury and property damage with appropriate coverage endorsements to include broad-form contractual, broad form property damage, contractor's protective, product/ completed operations, auto and non-owned auto, host liquor, personal injury, and fire-legal liability here applicable. All such insurance coverage shall be provided on an "occurrence" form, rather than a "claims made" form. Such insurance shall not be reduced or canceled without 30 days written prior-notice certain to the County. The Work Experience Site shall provide the County a certificate of insurance as evidence of insurance protection provided. Insurance certificates provided by any insurance company or underwriter shall not contain the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company", or similar language. If the Work Experience Site has employees other than the CalWORKs Welfare-to-Work participant(s) provided for herein, he/she shall obtain and maintain continuously workers' compensation insurance to cover such employees and partners.
- 4) Tehama County Library agrees that either party may terminate this agreement upon thirty (30) days written notice. This contract may be terminated immediately at the discretion of TCDSS if the Community Service/Work Experience Site:
- a) Violates the contract between CalWORKs and the participant.
  - b) Fails to meet the provisions of the agreement.

In the event federal, state, or county funding for Work Experience ceases, this contract is terminated immediately.

#### **CONTRACTOR REPORTING REQUIREMENTS**

Report the participant's attendance and other such information on performance as may be requested by TCDSS in a timely manner and the site understands that no participant shall be required to work more than the assigned hours of work per week. The duration of the assignment will not exceed twelve (12) months.

#### **COUNTY AGREES TO**

- 1) Provide assistance to Site supervisors and conduct Work Site surveys to insure compliance with the Work Experience program.
- 2) Refer participants whose qualifications most closely meet the requirements of the Work Site, subject to participant availability.

- 3) The County of Tehama shall defend, hold harmless and indemnify the Work Experience Site, its officers, employees, and agents against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of the Work Experience Site) being damaged by the negligent acts, willful acts, or errors or omissions of the County or any of the County's subcontractors, any person employed under the County, or under any subcontractor, in any capacity during the progress of the work, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of the Work Experience Site.

**EXHIBIT D  
BUDGET**

EXHIBIT D			
BUDGET	If needed for more space, insert or delete rows, or attach another page(s).		Budget Start Date: Budget End Date:
<b>CONTRACTOR NAME AND ADDRESS</b>		<b>PURPOSE/TITLE OF CONTI</b>	
Tehama County Library		<b>PROGRAM &amp; FISCAL CONTI</b>	
545 Diamond Avenue		Name: Alicia Meyer	
Red Bluff, CA 96080		Telephone: 530-527-0604	
		Email: <a href="mailto:countylibrarian@tehamacountylibrary.org">countylibrarian@tehamacountylibrary.org</a>	
<b>BUDGET LINE ITEM:</b> For salary & benefit items, provide the job title or function of the position. For direct & indirect costs, provide specific detail to identify the item or purpose, or attach a budget narrative.			<b>TOTAL CONTRACT BUDGET</b>
<b>DIRECT SALARIES</b>		<b>Annual Salary</b>	<b>FTE (% of time)</b>
Librarian II -- leads WEX volunteer work and training		\$ 64,729.60	6%
			\$ 3,911.35
			\$ -
			\$ -
<b>DIRECT BENEFITS/FRINGE</b>			
Librarian II -- benefit rate 53.4% of salary			\$ 2,088.65
			\$ -
			\$ -
			\$ -
<b>DIRECT SALARIES &amp; BENEFITS TOTAL</b>			\$ 6,000.00
<b>DIRECT COSTS</b>		<b>Quantity</b>	<b>Cost</b>
Privacy booths (ADA compliant) to be placed in Red Bluff and Corn		2	\$ 22,000.00
libraries for community members to use for job interviews, online			\$ -
skill-building classes/workshops, telehealth appointments, etc.			\$ -
(Includes freight, assembly, and sales tax)			\$ -
			\$ -
<b>DIRECT COSTS TOTAL</b>			\$ 44,000.00
<b>INDIRECT SALARIES</b>		<b>Annual Salary</b>	<b>FTE (% of time)</b>
			\$ -
			\$ -
			\$ -
<b>INDIRECT BENEFITS/FRINGE</b>			
			\$ -
			\$ -
			\$ -
<b>INDIRECT SALARIES &amp; BENEFITS TOTAL</b>			\$ -
<b>INDIRECT COSTS</b>		<b>Quantity</b>	<b>Cost</b>
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
<b>INDIRECT COSTS TOTAL</b>			\$ -
<b>TOTAL BUDGET</b>			\$ 50,000.00
Is contractor for-profit?	<input type="checkbox"/>	Yes, enter amount of profit:	\$ -

**EXHIBIT E**  
**SAMPLE INVOICE**

<b>INVOICE</b>		Attach back-up documentation to this page. If needed for more space, insert or delete rows, or attach another page(s).		
<b>CONTRACTOR NAME AND ADDRESS</b>		<b>INVOICE #:</b>	<b>FOR MONTH(S)/YEAR:</b>	
0				
0		<b>CONTRACT #:</b>	<b>PURPOSE/TITLE OF CONTRACT</b>	
0			0	
<b>BUDGET LINE ITEM</b>	<b>A. CONTRACT BUDGET</b>	<b>B. CURRENT INVOICE COSTS</b>	<b>C. TOTAL COSTS YEAR-TO-DATE INCLUDING THIS INVOICE</b>	<b>D. BALANCE REMAINING PAYABLE (A-C)</b>
<b>DIRECT SALARIES</b>				
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
<b>DIRECT BENEFITSFRINGE</b>				
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
<b>DIRECT SALARIES &amp; BENEFITS TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>DIRECT COSTS</b>				
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
<b>DIRECT COSTS TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>INDIRECT SALARIES</b>				
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
<b>INDIRECT BENEFITSFRINGE</b>				
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
<b>INDIRECT SALARIES &amp; BENEFITS TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>INDIRECT COSTS</b>				
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
<b>INDIRECT COSTS TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL INVOICE</b>			<b>\$ -</b>	
<b>TOTAL CONTRACT</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>



