

**AGREEMENT BETWEEN
THE COUNTY OF TEHAMA AND
THE JOB TRAINING CENTER**

This agreement is entered into between the County of Tehama, through its Department of Social Services, ("County") and the Job Training Center of Tehama County, Inc., ("Contractor") for the purpose of the subsidized employment program, called Main Street Productions (MSP).

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall provide services in accordance with the Scope of Work, Exhibit C, attached hereto and made a part of this agreement.

2. RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor 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 County, Contractor shall invoice County 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 \$450,000. Contractor may, with County 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. Contractor 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. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any

nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

On or before the 15th of each month, Contractor shall submit to County an itemized invoice (Exhibit E) for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5. **TIMELY SUBMISSION**

Notwithstanding section #4, Contractor shall submit a final undisputed invoice for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement. 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. Contractor 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**

This agreement shall commence on July 01, 2025 and shall terminate June 30, 2026, unless terminated in accordance with section 7 below.

7. **TERMINATION OF AGREEMENT**

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

County 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 County'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. Contractor 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. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor 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 Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

10. **EMPLOYMENT STATUS**

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a

County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

11. **INDEMNIFICATION**

Contractor shall defend, hold harmless, and indemnify Tehama County, 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), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

12. **INSURANCE**

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

13. **PREVAILING WAGE**

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is

\$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a “public work.” To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

14. **NON-DISCRIMINATION**

Contractor 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.

15. **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. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

16. **COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by Contractor under to 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 County immediately.

17. **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.

18. **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.

19. **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:

NOTICES TO COUNTY:	NOTICES TO CONTRACTOR:
Bekkie F. Emery, Director Tehama County Department of Social Services P. O. Box 1515 Red Bluff, CA 96080 Fax: 530-527-5410	Carrie Ferchaud, Executive Director 718 Main Street Red Bluff, CA 96080 (530) 727-5600
INVOICES SUBMITTED TO COUNTY:	PERSON RESPONSIBLE FOR INVOICING:
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	Obed Garcia 718 Main Street Red Bluff, CA 96080 Phone: (530) 529-8031

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

20. **NON-EXCLUSIVE AGREEMENT:**

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

21. **STANDARDS OF THE PROFESSION**

Contractor 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 Contractor has been properly licensed to practice.

22. **LICENSING OR ACCREDITATION**

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

23. **RESOLUTION OF AMBIGUITIES**

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

24. **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 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.

25. **HAZARDOUS MATERIALS**

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County 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 Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

26. **HARASSMENT**

Contractor 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.

27. **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.

28. **EXHIBITS**

Contractor shall comply with all provisions of Exhibits A through F, 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.

29. **OWNERSHIP OF DOCUMENTS**

All documents, notes, reports, electronic storage media, plans, or any other materials produced by Contractor, with the exception of materials that are made confidential by applicable state and federal law, during the term of this agreement for any purpose related to the agreement shall become the property of the County. Contractor shall deliver, upon full payment by the County for services rendered hereunder, all such materials to County.

30. **DOCUMENTS AND RETENTION**

1. Contractor and County 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, Contractor shall make available these records to the County, State, or Federal government representatives.
2. Contractor shall provide County all finished and unfinished reports, data, studies, photographs, charts and other documents prepared by Contractor pursuant to this agreement, should this agreement be terminated.
3. Contractor shall develop and maintain records concerning the services provided pursuant to this agreement. Contractor shall also provide all information necessary for quarterly reports or other reports required by County, State or the Federal government. Contractor shall fully cooperate with the County in providing any information needed by any governmental entity concerning this agreement.

31. **SEXUAL HARASSMENT**

Contractor 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. Contractor shall provide services in accordance with Exhibit B, Nondiscrimination Clause, attached hereto, and the Tehama County Sexual Harassment Policy, available upon request; both made part of this agreement.

32. **CONFLICT OF INTEREST**

Contractor and Contractor'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.

33. **CONFIDENTIALITY**

The intent of this agreement is for the Contractor to provide the subsidized employment program, Main Street Productions. However, should specific information regarding the County's clients become known to Contractor, the following confidentiality rules shall apply:

- a. Contractor 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:
 - 1.) All applications and records concerning any individual made or kept by Contractor shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program.
 - 2.) 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.
 - 3.) 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. Contractor 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 Contractor 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 Contractor 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.

34. **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 County or the Contractor, 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.

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

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

Contractor 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 County at any time. This shall include informing recipients of their right to a State hearing.

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

36. **MISCELLANEOUS PROVISIONS**

Contractor 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, Contractor 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).

If the amount of this agreement is in excess of \$100,000.00, Contractor 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).

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

**TEHAMA COUNTY DEPARTMENT
OF SOCIAL SERVICES**

Date: July 16, 2025

Bekkie F. Emery
Bekkie F. Emery, Director

JOB TRAINING CENTER

Date: 7/14/25

Carrie Ferchaud
Carrie Ferchaud, Executive Director

100842
Vendor Number

5013-53230
Budget Account Number

93.558
Federal Funding CFDA #

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Tehama County, its elected officials, officers, employees and volunteers” as an additional insured.

The certificate holder shall be “County of Tehama.”

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor’s liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that “coverage shall not be reduced or canceled without 30 days’ prior written notice certain to the County.”

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

EXHIBIT B

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 HEREBY 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 (CDSS) 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 CDSS 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, CDSS 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 C

Scope of Work

Short Term Subsidized Employment Program Main Street Productions (MSP)

The purpose of this program is to increase engagement and work readiness skills for CalWORKs Welfare to Work participants by providing immediately available, meaningful work for ninety (90) days. Each participant is contracted for up to 32 hours per week. The goal of the project is to engage up to ten (10) participants at a time in the production of goods in a safe and consistent environment while teaching work-related soft skills and job search skills, applying behavior modification techniques, evaluating work readiness, and providing CalWORKs staff with relevant information for developing the ongoing service strategy for their clients. Ongoing service strategies may look different for each participant.

All work and training will take place at either: Main Street Productions (MSP), 724 Main Street, Red Bluff, CA, a workshop operated by the local Job Training Center (JTC). This shop is currently equipped with a variety of power and hand tools, and materials to complete multiple types of projects; or Job Training Center, 718 Main Street, Red Bluff, CA where participants will engage in job search workshops, resume writing, job search, use of the computer lab, etc. Services provided at 718 Main Street will be kept to a minimum, as the primary worksite for participants in MSP.

CalWORKs participants working as a Production Worker will not be required to complete a pre-employment drug screen. Production Workers will begin their assignments the first and third Tuesday of each calendar month at 8:00am. To ensure each CalWORKs participant is given a high-quality new employee orientation and new employee safety training, participants who do not attend their scheduled orientation will be referred back to their ETW to be considered for the next scheduled start date.

Production Workers will be placed at MSP regardless of the participant's skill level, talents, interests, experience, or aptitudes.

Participants will be engaged in the following activities:

- Wood Working – Furniture refinishing and refurbishing recycled items, building garden boxes, picture frames, wooden signs, chalkboards, bird houses, walking sticks, easels, and yard art.
- Craftsmen Skills – Make mosaic pots, furniture, stepping stones, frames, holiday wreaths, swags, and centerpieces, beading, clocks and mobiles, tie quilts, etc.
- Office/Retail Support – Assemble, collate, and prepare mailings, and conduct gift wrapping and packaging, provide non-profit event support and participate in community service projects. Activities outside of the normal scope of MSP should be approved by TCDSS.
- Retail Sales – Inventory management, merchandising setup/take down, customer service, online retail sales, store and facility cleanliness, etc.

To the extent possible, the raw materials will be reclaimed/recycled items e.g. paint, wood, glass, pottery, etc. from manufacturers, the landfill, second-hand shops, contractors, or donated goods.

Finished products may be sold at a craft fair, online, through a local retailer, at Main Street Productions, or sold to a local business or agency. To maintain positive relationships with the local businesses located in downtown Red Bluff, items will be sold at market rates, so as not to undercut small businesses who do not have subsidized labor. No profit will be generated, and revenue received will be directed back into Main Street Productions for the replacement of goods and materials.

Pay: The JTC will be the employer of record for payroll and workers' compensation. Production Workers will be paid minimum wage for hours worked or in training. Participants will be paid on a bi-weekly basis (on the Wednesday following the pay period). Participants will also attend financial literacy training from local banks and engage in budgeting conversations with MSP staff to best prepare them for the workforce.

Training: Participants will receive ongoing coaching and guidance to strengthen them for future employment. Topics will be interspersed throughout the workday in small segments rather than having a designated day for classroom instruction. Topics may include: safety training, sexual harassment prevention, time management, financial literacy, stress management, job readiness/retention, soft skills, heat illness prevention, customer service, civil rights, workplace ethics, team building, self-esteem, personality styles and assessments, cultural diversity, resume writing, application completion, interview skills and healthy choices. Production Workers who complete a 90-day assignment

will receive approximately 10.5 hours of formal training time including training listed above.

Work Behavior & Behavior Modification: Because this program is designed to increase participation and to teach appropriate work behaviors, several strategies will be utilized that are different than a typical work environment. Workers will be sent home without pay for inappropriate or non-productive work, (e.g. use of foul language, horseplay or rough housing, lack of participation, bringing children to the workplace, absenteeism [no show/no call], etc.), but will be repeatedly allowed to return the next day to continue their work assignments. If, after multiple attempts to correct inappropriate work behaviors the participant is unable to meet generally acceptable work standards, the participant may be terminated from employment. As the employer of record, JTC staff will be responsible for notifying CalWORKs participants of any change in relationships, including termination of employment, so that JTC can follow all applicable California Labor Laws. JTC will collaborate with CalWORKs ETWs on all misconduct matters. Additionally, violations of Job Training Center's Drug and Alcohol prohibition policy may constitute a cause for suspension without pay, removal from employment, or other disciplinary action. Employees may be required to undertake rehabilitation counseling as a condition of employment. The guiding method is that whenever appropriate, participant will be brought back to work to help reinforce appropriate workplace behaviors as long as the participant demonstrates willingness to improve.

A behavior modification system will be implemented to recognize and incentivize positive work behaviors and to eliminate unacceptable work behaviors. JTC staff will receive specialized training in these strategies and work with a certified behavior specialist to design an effective system. Common problem behavior areas are attendance, punctuality, productivity, staying on task, foul language, misuse of break times, interpersonal dynamics, etc.

Note: Workers will be immediately dismissed from the program for physical violence, bringing any weapon or illegal firearms to the job, selling, using or distributing illegal substances, or threatening others on more than one occasion.

Monthly Evaluation and Ongoing Feedback: Workers will receive constant feedback about their work and their behaviors through the behavior modification system; but additionally, written evaluations will be provided monthly and at the end of the production cycle. A final report will be provided to CalWORKs that will detail each participant's

strengths and weaknesses, job readiness, service needs, pre-post test, and other insights and recommendations to increase employability. The goal is to use the ninety (90) days to assist the production workers in developing life and soft skills, becoming work-ready, and to assist the CalWORKs team in determining the next best steps with their clients.

Timeline and Schedule – Main Street Productions will be operational Tuesday – Friday from 8:00 – 4:30, for twelve months each year. Main Street Productions will observe the JTC holiday and in- service schedule and participants will be provided sufficient notice of any schedule changes.

The JTC will be the Employer of Record and assume responsibility for supervision, payroll, pre- employment drug screening, workers' compensation, monitoring, coaching, and training.

Supportive services will be provided through the CalWORKs program.

Contractor agrees to:

- Meet with County quarterly to discuss the progress of this agreement and make any necessary adjustments in order to meet the desired outcomes.
- Participate in the ongoing monitoring of this agreement by County (Exhibit F), which includes at least one on-site visit.

Reporting:

- All reports required within this agreement shall be transmitted via one of the following secure methods:
 - Mail Delivery: Tehama County Department of Social Services, PO Box 1515, Red Bluff CA 96080
 - In-Person Delivery: Tehama County Department of Social Services, 310 South Main Street, Red Bluff CA 96080.

Encrypted email: Note: Prior to emailing reports, Contractor must contact County in order to establish the encrypted email process.

All reports shall be delivered to the attention of a designated TCDSS staff. In addition to all regular reports, any communications with County staff that includes personal identifying information of a participant must also be sent via one of the secured methods listed above.

Required reporting shall include:

- Attendance records for each Main Street employee in an employment month:
 - Daily report of participant attendance, with a weekly report of participant attendance.

- Cumulative attendance records, including the “adds” and “drops” for all participants.
- Weekly pay report and total hours worked per week.
- Tracking retention within the month – i.e., how many people who start out in week one are still there by week four.
- Attendance reports shall be provided via one of the secured methods listed above to:
 - Wendy Richards, ETW Lead Worker, wrichards@tcdss.org, 530-528-4018
 - Alyssa Heisler, Social Services Aide, aheisler@tcdss.org, (530) 528-4934
- Written evaluation and feedback reporting that includes:
 - Details about the subsidized employee’s (i.e., participant’s) strengths and weaknesses, job readiness, service needs, and other insight and recommendations to increase employability.
 - Pre and Post Test results
 - Certificates earned
 - Participant evaluations shall be provided via one of the secured methods listed above:
 - Wendy Richards, ETW Lead Worker, wrichards@tcdss.org, 530-528-4018
 - Danelle Quigley, ETW Supervisor, DQuigley@tcdss.org, (530) 528-4926
- Fiscal reporting that includes:
 - Employee name, pay period end dates, number of hours worked, and paid amount.
 - Fiscal reports shall be provided via one of the secured methods listed above to:
 - Dahisy Ramirez, Staff Services Analyst Supervisor, dramirez@tcdss.org
- Programmatic reporting that includes:
 - Subsidized employee name (last and first), referral date, start date, final employment date, and hourly wage.
 - Programmatic reporting shall be provided via one of the secured methods listed above to a designated TCDSS staff program analyst.
 - Dahisy Ramirez, Staff Services Analyst Supervisor, dramirez@tcdss.org
- Any other questions related to contract requirements shall be provided to:
 - Elizabeth Vellutini, Program Manager, lvellutini@tcdss.org, 530-528-4158

NONDISPLACEMENT PROTECTION IN WORK ACTIVITIES

A program position may not be created as a result of, or may not result in, any of the following (Manual of Policies and Procedures Section 42-720):

.1 Displacement Provisions

Except as specified in Section 42-720.3, an education, employment, or training program position specified in Sections 42-716.31(a) through (i), or under any county pilot project, may not be created as a result of, or may not result in, any of the following:

.11 Displacement or partial displacement of current employees including, but not limited to, a reduction in hours of non-overtime and overtime work, wages, or employment benefits.

.12 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 opportunity to compete for the job.

.13 The filling of a position prior to compliance with applicable personnel procedures or provisions of collective bargaining agreements.

.14 The filling of established unfilled public agency positions, unless the positions are unfunded in a public agency budget.

.15 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.

.16 A strike, lockout, or other bona fide labor dispute, or violation of any existing collective bargaining agreement between employees and employers.

.17 The filling of a work assignment customarily performed by a worker in a job classification covered by a collective bargaining agreement in that specific worksite, 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.

.11 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.

.19 The denial to a participant or employee of protections provided other workers on the worksite under state and federal workplace health, safety, and representation laws.

.3 Notification of labor unions and non-union employees of the use of CalWORKs recipients.

.31 The CWD shall notify or ensure that an employment or training provider notifies:

.311 The appropriate labor union of the use of a CalWORKs recipient assigned to a welfare-to-work employment or training activity described in Section 42-716.31 or any position created under a county pilot project, in any location or work activity controlled by an employer and covered by a collective bargaining agreement between the employer and a union; or

.312 Non-union employees of the use of CalWORKs welfare-to-work participants and the availability of the grievance process described in Section 42-720.4.

(a) Display of a poster shall satisfy this requirement.

(1) The poster required by Section 42-720.312(a) shall not identify any welfare-to-work participant

Social Security Act 42 usc § 607 (f)

(f) Nondisplacement in Work Activities.—

(1) In general.—Subject to paragraph (2), an adult in a family receiving assistance under a State program funded under this part attributable to funds provided by the Federal Government may fill a vacant employment position in order to engage in a work activity described in subsection (d)*.

(2) No filling of certain vacancies.—No adult in a work activity described in subsection (d)* which is funded, in whole or in part, by funds provided by the Federal Government shall be employed or assigned—

(A) when any other individual is on layoff from the same or any substantially equivalent job; or

(B) if the employer has terminated the employment of any regular employee or otherwise caused an involuntary reduction of its workforce in order to fill the vacancy so created with an adult described in paragraph (1).

(3) Grievance procedure.—A State with a program funded under this part shall establish and maintain a grievance

procedure for resolving complaints of alleged violations of paragraph (2).

(4) No preemption. — Nothing in this subsection shall preempt or supersede any provision of State or local law that provides greater protection for employees from displacement.

*Refers to a list of “types of employment” and includes subsidized employment

EXHIBIT D																																																																																																																																																																																																							
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Program Assistant	\$ 52,060	0.80	\$	41,648																																																																																																																																																																																																			
Program Assistant	\$ 52,000	0.02	\$	1,040																																																																																																																																																																																																			
Participants (Specialists) - 12mo/yr, 32 hrs/wk	\$ 28,560	0.00	\$	-																																																																																																																																																																																																			
Participants (Workers) - 12mo/yr, 24 hrs/wk avg (10 Available Seats)	\$ 16,830	8.00	\$	134,640																																																																																																																																																																																																			
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Program Manager	\$ 47,667	30.00%	\$	14,300																																																																																																																																																																																																			
Program Assistant	\$ 41,648	35.00%	\$	14,577																																																																																																																																																																																																			
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Participants (Workers) - 12mo/yr, 24 hrs/wk avg (can work up to 32 hours)	\$ 134,640	18.00%	\$	24,235																																																																																																																																																																																																			
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EXHIBIT E **SAMPLE INVOICE**

INVOICE

Attach back-up documentation to this page. If needed for more space, insert or delete rows, or attach another page(s).

CONTRACTOR NAME AND ADDRESS 0 0 0		INVOICE #: CONTRACT #:		FOR MONTH(S)/YEAR: PURPOSE/TITLE OF CONTRACT 0	
BUDGET LINE ITEM	A. CONTRACT BUDGET	B. CURRENT INVOICE COSTS	C. TOTAL COSTS YEAR-TO-DATE INCLUDING THIS INVOICE	D. BALANCE REMAINING PAYABLE (A-C)	
DIRECT SALARIES					
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
DIRECT BENEFITS/FRINGE					
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
DIRECT SALARIES & BENEFITS TOTAL	\$ -	\$ -	\$ -	\$ -	
DIRECT COSTS					
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
DIRECT COSTS TOTAL	\$ -	\$ -	\$ -	\$ -	
INDIRECT SALARIES					
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
INDIRECT BENEFITS/FRINGE					
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
INDIRECT SALARIES & BENEFITS TOTAL	\$ -	\$ -	\$ -	\$ -	
INDIRECT COSTS					
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
INDIRECT COSTS TOTAL	\$ -	\$ -	\$ -	\$ -	
TOTAL INVOICE		\$ -			
TOTAL CONTRACT	\$ -		\$ -	\$ -	

EXHIBIT F
CONTRACT MONITORING TOOL

Tehama County Quarterly Contract Monitoring Tool			
I. General Information:			
Contractor:			
Purpose:			
Amount of Contract:			
Reporting Period:		Date of Meeting:	Onsite Visit: <input type="checkbox"/>
II. Contracted Outcomes:			
III. Current Performance:			
IV. Goals Updates From Prior Meeting:			
V. Successes:		VI. Challenges:	
VII. Goals for Next Quarter:		VIII. Strategies for Improvement:	