

**AGREEMENT BETWEEN  
THE COUNTY OF TEHAMA AND NORTHERN VALLEY CATHOLIC SOCIAL  
SERVICE**

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This agreement is entered into between the County of Tehama, through its Department of Social Services, (“County”) and Northern Valley Catholic Social Service, (“Contractor”) for the purpose of providing CalWORKs participants with skills needed for success in the workplace, assistance in successfully obtaining employment, job retention and career advancement.

1. **RESPONSIBILITIES OF CONTRACTOR**

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

Contractor shall submit activity reports as defined in the scope of work.

Contractor shall notify County in writing, prior to the development of any promotional, audio/visual aids, and printed materials pursuant to this contract. County shall have final approval of any of these materials. County shall be acknowledged as the funding agent, in writing on any of these materials.

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 \$94,291. 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 15<sup>th</sup> of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month, an example of the invoice is attached as exhibit E. It is expected that Contractor will invoice the County based on all actual expenditures, and that when requested, Contractor will provide backup documentation to verify these expenditures. 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. All invoices for the month of June during the term of this agreement must be submitted no later than the 15<sup>th</sup> of June; and Contractor shall submit an amended June invoice within the month of July, if needed to reconcile June expenses.

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 1, 2018 and shall terminate June 30, 2019, 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 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 that 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**

Tehama County Resolution No. 49-2002, the Green Procurement Policy (available upon request) supports recycling and waste reduction, and promotes the purchase of products made with recycled materials when product fitness and quality are equal and they are available at no more than the total cost of non-recycled products. Contractor is encouraged to conform to this policy.

16. **COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by Contractor 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 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:

<b>NOTICES TO COUNTY:</b>	<b>NOTICES TO CONTRACTOR:</b>
Amanda Sharp, Director Tehama County Department of Social Services P. O. Box 1515 Red Bluff, CA 96080	Catherine Wyatt, Executive Director Northern Valley Catholic Social Service 2400 Washington Ave. Redding, CA 96001
<b>INVOICES SUBMITTED TO COUNTY:</b>	<b>PERSON RESPONSIBLE FOR INVOICING:</b>
Shelley Zimmerman, Deputy Director 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 Phone: 530-528-4186	Erna Friedeberg, Regional County Director of Program Development Northern Valley Catholic Social Service 2400 Washington Ave. Redding, CA 96001 Phone: 530-520-1499

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

20. **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.

21. **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.

22. **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.

23. **EXHIBITS**

Contractor 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.

24. **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.

25. **LICENSING OR ACCREDITATION**

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

26. **OWNERSHIP OF DOCUMENTS**

All documents, notes, reports, electronic storage media, plans or any other materials produced by Contractor 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.

27. **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.

28. **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.

29. **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.

30. **CONFIDENTIALITY**

The intent of this agreement is for the Contractor to provide CalWORKs participants with skills needed for success in the workplace, assistance in successfully obtaining

employment, job retention and career advancement. 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/its 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 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.

32. **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.

33. **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)

34. **DUPLICATION OF SERVICES AND REFERRALS**

Contractor, Contractors' 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.

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

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: 6.27.18

  
Amanda Sharp, Director

**NORTHERN VALLEY CATHOLIC  
SOCIAL SERVICE**

Date: 6/25/18

  
Cathleen Wyatt, Executive Director

101180  
Vendor Number

5013-53230  
Budget Account Number

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 effecting 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

Northern Valley Catholic Social Service (NVCSS)  
Job Skills Workshops & Technical Assistance

Participants in the Tehama County Department of Social Services (TCDSS) CalWORKs (California Work Opportunity and Responsibility to Kids) Welfare-to-Work program often require additional skills to be successful in the workplace that will allow them to: 1) successfully obtain employment, 2) retain those jobs, and 3) advance in their careers.

The NVCSS Job Skills Workshops are designed to provide small-group instruction, combined with hands-on and computer activities. The curricula will teach participants the skills needed to get a job, stay employed, and balance the demands of work and home. Interactive workshop activities will include computer lab and classroom time, and one-on-one technical assistance services will be available to those who need more intensive skill building.

#### **WORKSHOPS & TECHNICAL ASSISTANCE**

All time provided by NVCSS in provision of the Job Skills Workshops and Technical Assistance contract **shall not exceed 35 hours per week** (the equivalent of .80 of a full time employee). Workshops may be taught concurrently, and with more than one instructor present, to best accommodate CalWORKs Welfare-to-Work participant activity plans; however, the average total time per week to be billed to TCDSS shall not exceed the 35 hours.

Task	Maximum Frequency	Maximum Hours, per Week
<b>PREPARATION - Weekly</b>	1 occurrence per week	5.0
Workshop Development and Promotion, Class Preparation, Material Review, and Reporting.		
<b>ESL – Tuesdays and Thursdays</b>		
Basic Literacy/Bilingual Computer Class	2 days/week	Not specified
Vocational ESL	2 days/week	Not specified
<b>ACHIEVE</b>		
Corning, Monday – Thursday, 8am to 2pm	4 days/week	20.0
Red Bluff, Friday (includes 1 hour travel time)	1 day/week	5.0
<b>ONE-on-ONE (by TCDSS permission only)</b>	Upon approval	Upon approval
<b>DROP-IN ASSISTANCE/COMPUTER LAB</b>	4 days/week	During ACHIEVE
Corning, Monday – Thursday		

May include Work Experience (WEX) packet assistance.		
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**WORKSHOP CONTENT**

The NVCSS Job Skills Workshops consist of four types:

1. **English as a Second Language (ESL) Classes.** These classes shall be offered for Spanish-speaking individuals on an open entry/open exit basis at the Corning Family Resource Center, located at 175 Solano Street Corning, CA 96021. The ESL classes shall be made available up to two times per week, and are roughly two hours in length each, depending upon student need.

The two classes may be taught in different areas of a single classroom. These classes are scheduled on Tuesdays and Thursdays.

Session one shall consist of:

- For participants with a very low literacy level, a Literacy Class shall be provided to improve fundamental reading and writing skills.
- For participants at a higher literacy level, a Bilingual Computer Class shall be provided.

Session two focuses on Vocational ESL and may vary in content depending upon participant literacy levels and the vocational skills needed to remove barriers to long-term, full-time employment.

Instruction for session two will:

- Provide Spanish-speaking participants with the opportunity to work with a Spanish-speaking case manager in order to enhance participants’ ability to speak and understand the English language as it relates to employment.
- Provide information and teach skills around workforce preparation, including but not limited to: interview skills, resume building, job search, computer classes (typing and internet instruction), and assistance in obtaining a California Drivers License.
- Incorporate curriculum designed to teach vocabulary and provide information (i.e., the “English in the Workplace model”) to participants for the three industries that have the highest percentage of non-English speaking employees:
  - Agriculture, Forestry, Landscaping and Building
  - Home Health Care and the Health Care Industry
  - Front Desk, Customer Service, and Clerical Services.

2. **CalWORKs Employment Services’ ACHIEVE classes.**

Using Shasta College/TCDSS-defined curricula, ACHIEVE workshops shall be provided in two locations in coordination with TCDSS staff:

- Corning Family Resource Center (Corning, California), Monday - Thursday
- WorkFirst Center (Red Bluff, California), Fridays only.

ACHIEVE classes at the Corning Family Resource Center shall be administered by NVCSS. Classes shall be offered:

- Four (4) days per week, from 8:00am -2:00pm (5 hours).

- Corning ACHIEVE participants are required to attend Friday ACHIEVE sessions at the WorkFirst Center.
    - NVCSS will conduct the Red Bluff ACHIEVE class at the WorkFirst Center each Friday of the month, from 9:00am – 1:00pm (4 hours).
    - It is expected that NVCSS will cover these ACHIEVE classes for at least 80% of the Fridays scheduled.
    - If NVCSS is unable to assist with a Friday class, they must notify the County at least 5 business days prior so that coverage arrangements may be made.
3. **One-on-One Assistance.** One-on-one technical assistance services will be provided on an as-needed basis when a participant is referred by a TCDSS Employment and Training Worker (ETW) to complete a contracted program activity. In addition, NVCSS may identify during ACHIEVE classes that a participant is in need of one-on-one services. NVCSS shall consult with the TCDSS-assigned ETW to determine if the additional assistance will be approved prior to providing this assistance.
4. **Drop-In Assistance/Computer Lab.** Welfare-to-Work participants may use the Corning Family Resource Center computer lab for supervised job search activities Monday through Thursday or for completion of assigned Work Experience (WEX) work packets, from 8:00am to 2:00pm during the regularly scheduled ACHIEVE workshops.
- Welfare-to-Work participant job search/assistance hours will be supervised and verified by a Corning Family Resource Center staff member.
  - When the Corning ACHIEVE workshop is in session, the instructor will supervise the computer lab while concurrently teaching the ACHIEVE class.
  - When Drop-in Assistance/Computer Lab time is offered concurrently with the ACHIEVE class schedule, the Drop-In Assistance/Computer Lab time will not be compensated in addition to the ACHIEVE schedule.

### **WORKSHOP ATTENDANCE**

Priority shall be given at all four Workshop types to Welfare-to-Work referrals and other Tehama County Department of Social Services participants. However, since it is expected that Northern Valley Catholic Social Service will promote these activities to all eligible participants that they contact through the Corning Family Resource Center non-TCDSS attendees shall be allowed to participate. TCDSS participants can join the Workshop series at any time and can complete any or all of the modules, as appropriate and needed, for their skills development.

### **REPORTING REQUIREMENTS**

**Daily Report:** The Contractor shall provide a daily list of participants attending each class. Participant details shall include:

- Participant first and last name,
- Dates in attendance,
- Total attendance time for each attendance date,
- Status as a CalWORKs or public participant, and
- Other information upon request.

**Monthly Reports:**

- The Contractor shall track each participant's individual progress and complete a monthly progress report for each individual. This report will be submitted 15<sup>th</sup> of the month following the report month in accordance with the secure transmittal requirements below.
- The Contractor shall provide a monthly calendar indicating the scheduled activities at least one week prior to the end of the previous month.

**Annual Report:** At the end of the year, the Contractor shall provide an unduplicated list of the participants that attended an activity supported by this agreement at the Corning Family Resource Center, indicating the participant as a CalWORKs or Public participant.

All reports required within this agreement shall be transmitted via one of the following 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 or TCDSS Corning Office, 275 Solano Street, Corning, CA 96021.
- Encrypted email.
  - Note: Prior to emailing reports, Contractor must contact County in order to establish the encrypted email process.
- In general, all reports shall be delivered to the following TCDSS contacts:
  - Lisa Matheson, ETW Supervisor, [lmatheson@tcdss.org](mailto:lmatheson@tcdss.org), 530-528-4016
  - Sandy Hill, ETW Supervisor, [shill@tcdss.org](mailto:shill@tcdss.org), 530-528-4101
  - In addition to all regular reports, any communications with ETWs or clerical staff which include personal identifying information of a participant must also be sent via one of the secured methods listed above.

**MATERIALS PURCHASE**

It is expected that NVCSS, when purchasing curriculum and supplies, do so within the first nine months of the agreement so that CalWORKs participants supported through this program can reap the benefit of those purchases.

## EXHIBIT D

BUDGET	If needed for more space, insert or delete rows, or attach another page(s).	Budget Start Date:	7.1.18
		Budget End Date:	6.30.19
<b>CONTRACTOR NAME AND ADDRESS</b>		<b>PURPOSE/TITLE OF CONTRACT:</b>	Cal Works
Northern Valley Catholic Social Service		<b>PROGRAM CONTACT</b>	<b>FISCAL CONTACT</b>
2400 Washington Ave.		Name: Erna Friedeberg	Name: Dan Johnson
Redding, CA 96001		Telephone: 530-345-1600	Telephone: 530-241-0552
		Email: <a href="mailto:efriedeberg@nvcss">efriedeberg@nvcss</a>	Email: <a href="mailto:djohnson@nvcss.org">djohnson@nvcss.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>			
	Annual Salary	FTE (% of time)	
Regional Director Development	\$ 89,003.20	5%	\$ 4,450
Educator II	\$ 44,532.80	80%	\$ 35,626
<b>DIRECT BENEFITS/FRINGE</b>			
Regional Director Development		5%	\$ 661
Educator II		80%	\$ 15,309
<b>DIRECT SALARIES &amp; BENEFITS TOTAL</b>			<b>\$ 56,046</b>
<b>DIRECT COSTS</b>			
	Quantity	Cost	
Supplies	Various	\$ 1,500	
Curriculum		\$ 2,632	
Telephone		\$ 1,500	
Rent (Corning office)		\$ 7,000	
Utilities		\$ 1,800	
Insurance		\$ 4,170	
Postage, copies and printing		\$ 1,025	
Accreditation and ADP fees		\$ 800	
Mileage and Travel		\$ 3,000	
Maintenance and Labor		\$ 212	
Training and conference		\$ 1,000	
<b>DIRECT COSTS TOTAL</b>			<b>\$ 24,639</b>
<b>INDIRECT SALARIES</b>			
	Annual Salary	FTE (% of time)	
Indirect Salaries is 48% of the overall indirect amount of \$13,605 which is 15% of the program's Salaries, Benefits/Fringe and Operating Costs.	\$ 356,724	48%	\$ 6,575
<b>INDIRECT BENEFITS/FRINGE</b>			
Indirect Benefits/Fringe consists of 21% of overall indirect amount of \$13,605	\$ 157,282	21%	\$ 2,899
<b>INDIRECT SALARIES &amp; BENEFITS TOTAL</b>			<b>\$ 9,473</b>
<b>INDIRECT COSTS</b>			
	Quantity	Cost	
The operating indirect costs are 30% of the overall indirect of \$13,605. Indirect includes Administration, Finance, HR, IT Support, Program Support, and Quality Assurance.	1	\$ 4,132.00	\$ 4,132
<b>INDIRECT COSTS TOTAL</b>			<b>\$ 4,132</b>
<b>TOTAL BUDGET</b>			<b>\$ 94,291</b>

EXHIBIT E

**INVOICE**

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>		
		<b>CONTRACT #:</b>	<b>PURPOSE/TITLE OF CONTRACT</b>		
<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>					
				\$	-
				\$	-
				\$	-
				\$	-
<b>DIRECT BENEFITS/FRINGE</b>					
				\$	-
				\$	-
				\$	-
				\$	-
<b>DIRECT SALARIES &amp; BENEFITS TOTAL</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>DIRECT COSTS</b>					
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
<b>DIRECT COSTS TOTAL</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>INDIRECT SALARIES</b>					
				\$	-
				\$	-
				\$	-
<b>INDIRECT BENEFITS/FRINGE</b>					
				\$	-
				\$	-
				\$	-
<b>INDIRECT SALARIES &amp; BENEFITS TOTAL</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>INDIRECT COSTS</b>					
				\$	-
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				\$	-
				\$	-
				\$	-
<b>INDIRECT COSTS TOTAL</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL INVOICE</b>			\$ -		
<b>TOTAL CONTRACT</b>	\$ -			\$ -	\$ -