RESOLUTION - ACTION REQUESTED 2015-261

MEETING: June 2, 2015

TO: The Board of Supervisors

FROM: Chevon Kothari, Human Services Director

RE: MLJT CalWORKs Contract 2016

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Mother Lode Job Training (MLJT) to provide assessment services for individuals in the CalWORKs Program in an amount not to exceed $30,000, and authorize the Board of Supervisors Chair to sign the Agreement.

MLJT performs specific testing designed to identify job interests and career paths for CalWORKs individuals. The assessment helps guide the Employment and Training unit to begin exploration of career and employment needs for these individuals. This Agreement has been renewed annually since 1998.

This agreement exemplifies the value of coordinating community services and maximizes efforts to assist families to become self-sufficient. We have been satisfied with the services provided by MLJT under this Agreement.

By the end of the 2015/2016 fiscal year, it is anticipated that 45 individuals will receive services at an average cost of $2,500 per month, for a total cost of $30,000. Approximately four participants receive services each month.

This program component is fully funded by State and Federal funds. There is no impact to the County General Fund.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The existing agreement was approved by the Board on June 17, 2014 by Resolution 2014-282.

The Board entered into an agreement with MLJT in 1998 by Resolution 98-263.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The professional services of this agency would not be available to assess client needs.

FINANCIAL IMPACT:
This contract is incorporated in the FY15/16 budget for the Social Services budget unit 001-0501. There is no impact to the General Fund.
ATTACHMENTS:
MLJT CalWORKs Contract 2016 (PDF)

CAO RECOMMENDATION
Requested Action Recommended

Mary Hodson
Mary Hodson, CAO 5/28/2015

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Kevin Cann, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Jones, Long, Cann, Carrier
CONTRACT FOR SERVICES

This Contract made this 2nd day of June, 2015 between:

COUNTY: MARIPOSA COUNTY
P.O. Box 99
Mariposa, CA 95338

and

CONTRACTOR: MOTHER LODE JOB TRAINING
Jeff Dickason, Executive Director
197 Mono Way, Suite B
Sonora, CA 95370

ARTICLE I. TERM OF CONTRACT

1.01 Contract Term: This Contract shall become effective on July 1, 2015 and shall terminate on June 30, 2016 unless terminated in accordance with the provisions of Article 7 of this Contract.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the expressed intention of the parties that Contractor is an independent Contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

2.02 Contractor Qualifications: Contractor warrants that Contractor has the necessary experience and technical skills to provide services under this Contract.

2.03 Contract Management: Contractor shall report to the Human Services Director (Department Head) who will review the activities and performance of the Contractor and administer this Contract.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

3.01 Scope of Services: Contractor agrees to furnish the following services:
Contractor shall provide the services described in Exhibit “A” attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with County and the results of the work shall be monitored by the Director of Human Services or his/her designee. However, the means by which the work is accomplished shall be the sole responsibility of the Contractor.

3.02 Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor’s employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor’s services.

3.03 Employment of Assistants: Contractor may, at the Contractor’s own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor’s assistants or employees in the performance of those services.

Contractor assumes full and sole responsibility for the payment of all compensation and expenses of these assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

ARTICLE 4. COMPENSATION

4.01 Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to the services satisfactorily performed in the not to exceed amount of $30,000. The total sum to be paid to Contractor includes all labor, materials, travel and other expenses to be incurred by Contractor in the performance of the services described herein. Payment shall be made upon submission of a formal claim approved by the appropriate official of the County as follows:

[ ] Total sum to be paid upon completion of services.

or

[ X ] Incremental payments based on the following schedule:

Payment schedule per Exhibit “B”. Not to exceed $30,000.

4.02 Invoices: Contractor shall submit detailed invoices for all services being rendered from the Contractor to the County.
4.03 **Date for Payment of Compensation:** County will endeavor to make payment within 45 days of invoices being submitted from the Contractor to the County, and approval and acceptance of the work by the County.

4.04 **Expenses:** Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

**ARTICLE 5. OBLIGATIONS OF CONTRACTOR**

5.01 **Tools and Instrumentalities:** Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County. County shall not provide working space, supplies, materials or other such support to Contractor in the performance of the services and tasks as described herein.

5.02 **Indemnification:** Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney’s fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor’s assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of One Million Dollars ($1,000,000) to cover such claims or in an amount determined appropriate by the County Risk Manager. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.03 **General Liability and Automobile Insurance:** During the term of this Contract Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least $1,000,000 combined limit for bodily injury and property damage; provided that the County, its officers, employees, volunteers and agents are to be named additional insureds under the policies, and that the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insureds will be called on to cover a loss covered thereunder. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.
5.04 **Certificate of Insurance:** Contractor shall complete and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing coverage as set forth in paragraphs 5.02 and 5.03 above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation.

5.05 **Workers’ Compensation:** During the term of this Contract Contractor agrees to provide workers’ compensation insurance for Contractor’s employees and agents and agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of any of Contractor’s employees or agents.

5.06 **Public Employees Retirement System (CalPERS):** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

5.07 **State and Federal Taxes:** As Contractor is not County’s employee; Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor’s payments;

b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;

c. County will not withhold state or federal income tax from payment to Contractor;

d. County will not make disability insurance contributions on behalf of Contractor;

e. County will not obtain workers’ compensation insurance on behalf of Contractor.

5.08 **Records:** It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.

5.09 **Contractor’s Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of three (3) years, or for any longer period
required by law, from the date of final payment to the Contractor. Any records or
documents required to be maintained shall be made available for inspection, audit
and/or copying at any time during regular business hours, upon oral or written request
of the County.

5.10 Assignability of Contract: It is understood and agreed that this Contract contemplates
personal performance by the Contractor and is based upon a determination of its
unique personal competence and experience and upon its specialized personal
knowledge. Assignments of any or all rights, duties or obligations of the Contractor
under this Contract will be permitted only with the express written consent of the
County.

ARTICLE 6. OBLIGATIONS OF COUNTY

6.01 Cooperation of County: County agrees to comply with all reasonable requests of
Contractor and to provide access to all documents as permitted by law necessary to
the performance of Contractor's duties under this Contract.

6.02 Assignment: Neither this Contract nor any duties or obligations under this Contract
may be assigned by County without the prior written consent of Contractor.

ARTICLE 7. TERMINATION OF CONTRACT

7.01 Termination on Occurrence of Stated Events: This Contract shall terminate
automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of Contractor;
2. Death of Contractor.

7.02 Termination by County for Default of Contractor: Should Contractor default in the
performance of this Contract or materially breach any of its provisions, County, at
County's option, may terminate this Contract by giving written notification to
Contractor.

7.03 Termination for Convenience of County: County may terminate this Contract at any
time by providing a notice in writing to Contractor that the Contract is terminated. Said
Contract shall then be deemed terminated and no further work shall be performed by
Contractor. If the Contract is so terminated, the Contractor shall be paid for that
percentage of the phase of work actually completed, based on a pro rata portion of the
compensation for said phase satisfactorily completed at the time the notice of
termination is received.

7.04 Termination of Funding: The parties acknowledge that the nature of government
finance is unpredictable and that the rights and obligations set forth in this Contract are
necessarily contingent upon the receipt and/or appropriation of the necessary funds. In
the event that funding is terminated, in whole or in part, for any reason, at any time,
this Contract and all obligations of County arising from this Contract shall be
immediately discharged. County agrees to inform Contractor no later than thirty (30)
calendar days after County determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available.

**ARTICLE 8. GENERAL PROVISIONS**

8.01 **Notices:** Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

8.02 **Entire Agreement of the Parties:** This Contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts between the Parties with respect to the rendering of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representatives, inducements, promises, or contracts, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.

8.03 **Partial Invalidity:** If any provision in this Contract is held by a court or competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

8.04 **Attorney's Fees:** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that Party may be entitled.

8.05 **Conformance to Applicable Laws:** Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons who work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person and as called out in exhibit C.

8.06 **Waiver:** In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.
8.07 **Governing Law:** This Contract and all matters relating to it shall be governed by the laws of the State of California and County of Mariposa and any action brought relating to this Contract shall be held exclusively in a state court in the County of Mariposa.

Executed in Mariposa, California, on the date and year first above written.

**CONTRACTOR:**
Mother Lode Job Training

By: __________________________ (date)
Jeff Dickason, Executive Director

(printed name)

**COUNTY:**
County of Mariposa

By: __________________________ (date)
Merlin Jones, Chair
Mariposa County Board of Supervisors

**APPROVED AS TO FORM:**

By: __________________________
Steven W. Dahlem
County Counsel
EXHIBIT A

AB 1542, the enacting California Work and Responsibility to Kids (CalWORKs) program; all State regulations and Governor’s policies and procedures issued pursuant to CalWORKs, and any new legislation, regulations, policies and procedures which may replace the CalWORKs program.

COUNTY will refer a minimum of two (2) participants each month to CONTRACTOR for assessment services. CONTRACTOR will administer and provide results of testing for all referred CalWORKs participants. For participants referred for complete Assessment, CONTRACTOR will complete an in-depth interview, write a complete Assessment as described in Exhibit A, and by this reference incorporated herein, meet with CalWORKs Case Manager to discuss the completed Assessment. CONTRACTOR will provide completed written assessment per the Assessment Process:

ASSESSMENT PROCESS

1. The WtW Case Manager will issue the initial referral for the Assessment process, which will include the date and time for Assessment testing. The referral will also provide a timeframe for which the client is expected to complete the Assessment process. A copy of the referral, including any other pertinent information will be delivered to MLJT by the WtW Case Manager.

2. Administer COPS, COPES and CASAS assessment tests or any other assessment tool as deemed necessary. These assessment tests can also be scheduled on an individual or small group basis through Mother Lode Job Training (MLJT). Time will be set aside twice a month to accommodate the assessment testing. A copy of the testing results will be given to the WtW Case Managers. The original test results will be kept by MLJT.

3. After Assessment testing is complete, an appointment will be made for the client, by MLJT staff, for the Career Research/Information Gathering portion of the assessment. Additional appointments that may be required to complete the Assessment process will be scheduled by MLJT staff.

4. All appointments scheduled for the client by MLJT will be made in writing and given to the client. A written notification will be delivered to the WtW Case Manager within 24 hours.

5. MLJT will notify the WtW Case Manager, in writing, within 24 hours of appointment outcome (ie, attended, no-show, rescheduled). Clients may reschedule appointments directly through MLJT through the end date on the initial Assessment referral. MLJT will notify the WtW Case Manager in writing if an appointment is rescheduled. If the end date on the referral has passed, the client will be referred back to the WtW Case Manager.

6. Career Research/Information Gathering
a) First Appointment will take place at MLJT.

Clients will complete CORE services registration forms and the master application and will begin their career search portfolio.

Clients will complete steps one through five of the Barriers to Employment Success Inventory (BESI) to help identify barriers to getting and succeeding on a job.

Clients will complete the Assets and Strengths Questions for Employment Preparation and Job Retention.

MLJT will briefly review the results of the CAPS/COPS/COPES Assessments. Using the high scoring Interest areas from CAPS/COPS/COPES, they will identify job titles that are appealing to the client and begin career exploration of these job titles. By the end of the appointment the client will have identified a minimum of two careers to further research at the second appointment.

b) Under the guidance of MLJT the client will:

Review the BESI steps one to five.

Using information from the Occupational Outlook Quarterly, O’Net, Career Inventories and other LMI information, the client will start to complete the Career Research Form for a minimum of two careers. They will use LMI information to build a Skills Profile and identify transferable skills. All computer printouts and other information gathered in their research will be attached to the completed Career Research Form.

Clients will continue with career exploration and conduct labor market research to determine if there is a job market for their chosen jobs.

c) The clients will be given a second appointment in writing to return to the Job Connection Mariposa to complete their research if needed.

Clients will continue with career exploration and labor market research following the procedures listed above.

MLJT will assist the clients through this process of identifying skills and researching careers.

7. Once the above steps are completed MLJT will schedule the client’s appointment in writing with qualified MLJT staff to complete the CalWORKs assessment. A copy will be delivered to the WTW Case Manager within 24 hours.

All of the information gathered from the prior appointments will be forwarded to the Career Counselors to assist them in writing up the assessment. If available, the WTW Case Manager will send the Learning Disabled Evaluation with a signed release to the Career Counselor.
8. Career Counselor Appointment:

The Career Counselor will use a combination of the information gathered and a face-to-face interview with the client to write up the assessment and make recommendations.

The Career Counselor will contact the WTW Case Manager to review the assessment before finalizing. A follow-up appointment in writing will be made with the clients if necessary at the end of the interview so that the completed assessment can be reviewed with them.

9. Follow-up interview with client if needed: Review the completed assessment and make any necessary changes. (If client fails to attend this appointment, the assessment will be considered completed and forwarded to the WTW Case Manager.)

10. Forward completed assessment to the WTW Case Manager within 30 days of the first appointment. The first appointment is the initial appointment with MLJT. (See 6a). Rescheduled appointments will extend the 30-day period on a day for day basis.

The assessment form must include:

1. Assessor's name, participant’s name and date of assessment.
2. Two (2) employment goals (including O'Net identification number).
3. Labor market conditions (Does the job exist in the community? What is the demand?)
4. * Salary range (entry wage, experience wage).
5. * Qualifications required.
8. Factors supporting the selection of goal
   a. Vocational Interest
   b. Vocational Preference
   c. Work History
   d. Temperament
   e. Motivation
   f. Education
   g. Work Values
   h. Availability of jobs
9. Estimated time of achievement for goals.
10. * Barriers to Employment (list attached) – If applicable, state specifically what Learning Disability is identified and accommodations.
11. * Supportive services needed.
12. * Job Services needed.
13. Education services needed – address accommodations if needed.
14. Training services needed – address accommodations if needed.
15. At least one-half page of narrative discussing the participant's employment assets and liabilities as viewed by the Assessor.

16. What are the participant's functional levels in the basic aptitudes required for all jobs, i.e., reasoning capacity, work-related reading and math, perceptual ability, manual dexterity, and physical coordination?

17. Should the participant's tentative employment goals be established as the primary employment goal for the CalWORKs program?

18. Are the tentative goals realistic given the participant's motivation, career awareness, personal-social skills, educational competencies, vocational aptitudes and labor market availability? If not, what related job would be more attainable as a secondary goal given his/her current needs/skill levels?

*Any specific accommodations needed for job selection based on the Learning Disabled Evaluation will be included in the summary.
Barriers to Employment (Partial List)

Long term welfare recipient
Legal difficulties
Child Support (How much? D.A.? Unpaid back child support?)
Transportation (Vehicle license? Fines?)
Substance abuse
Emotional problems
Physical restrictions
Attitude
Motivation
Domestic Violence
Felony Convictions
No telephone
Remote residence
Training/skills
Basic education
Child care
Work experience
Court dates
Problem solving skills
Young parent
Other agency involvement (HUD, Probation, etc.)
Family Problems
EXHIBIT B

All payments made by the COUNTY to CONTRACTOR under this AGREEMENT shall only be for allowable costs as defined and permitted pursuant to AB 1542, the Welfare-to-Work Act of 1997.

CONTRACTOR shall establish fiscal controls in accordance with the procedures required by AB 1542 CalWORKs, and applicable State and County regulations, to assure the proper dispersal of, and accounting for the funds paid to CONTRACTOR by COUNTY under CalWORKs.

Before any funds are issued under this AGREEMENT, CONTRACTOR shall stipulate how, if it becomes necessary, CONTRACTOR will repay disallowed expenditures of CalWORKs funds.

In administering programs under the CalWORKs Act, CONTRACTOR agrees, assures and certifies that:

1. Funds may not be used to support any anti-religious activities, such as the preparation of the dissemination of anti-religious materials, whether directed against any particular religion or religions, or against the practice of religion in general. This does not preclude religious organizations from the administration of operation of CalWORKs programs, or the use of religious facilities in the operation of such programs;

2. No funds under CalWORKs may be used in support of any religious activity;

3. No participants may be employed in the construction, operation or maintenance of such part of any facility as is used or will be used for sectarian instruction or as a place of religious worship;

4. No CalWORKs participants, who are relatives by blood, adoption or marriage of any executive or employee of CONTRACTOR, will receive favorable treatment for enrollment in the services provided by, or employment with CONTRACTOR. For the purpose of this AGREEMENT, relative by blood or marriage shall include: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew stepparent and stepchild;

5. No person or organization, including private placement agencies, may charge a fee to any individual for the placement or referral of that individual in or to a training or employment program under CalWORKs;
CONTRACTOR shall comply with the provisions of the Hatch Act, which limits the political activity of certain State and Local government employees.

CONTRACTOR (Mother Lode Job Training) will provide assessment testing for approximately sixty (60) CalWORKs participants and completed assessment for approximately fifty (50) CalWORKs participants in Fiscal Year 2015-2016. COUNTY will pay TWO HUNDRED DOLLARS ($200) PER CLIENT FOR TESTING and/or FIVE HUNDRED DOLLARS ($500) for each completed assessment.

COUNTY shall pay CONTRACTOR the fees described herein on a monthly basis. Claims shall be provided to COUNTY no later than the first day of each calendar month in order for CONTRACTOR to be paid in that calendar month. Final claims for this agreement must be submitted no later than June 10, 2016.
VENDOR ASSURANCE OF COMPLIANCE WITH
THE MARIPOSA COUNTY
WELFARE DEPARTMENT

NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT  Mother Lode Code Job Training

HEREBY AGREES THAT it will comply with Title VI and VII 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; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic 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 42], 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 ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief 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 GIVE 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 THE VENDOR/RECIPIENT 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 THIS ASSURANCE, the vendor/recipient 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 vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

S-18-15

Date
197 Mono Way, Suite B, Sonora, CA 95370
Address of vendor/recipient

(08/13/01)

Director’s Signature

CR50-Vendor Assurance of Compliance