RESOLUTION - ACTION REQUESTED 2017-424

MEETING: June 27, 2017

TO: The Board of Supervisors

FROM: Chevon Kothari, Human Services Director

RE: MLJT CalWORKs Contract 2017/18

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.

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 July 12, 2016, by Resolution 2016-368.

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 FY17/18 budget for the Social Services budget unit 001-0501. There is no impact to the General Fund.

ATTACHMENTS:
MLJT CalWORKs Agreement 2018 - Wcsignatures (PDF)

CAO RECOMMENDATION
Requested Action Recommended
RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
AGREEMENT FOR ASSESSMENT SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 27th day of June, 2017, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Mother Lode Job Training ("Contractor"), pursuant to the following terms and conditions.

WITNESSETH:

1. TERM

The term of this Agreement shall commence on July 1, 2017 and terminate on June 30, 2018 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform assessment services as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $30,000. The Contractor’s hourly rates are listed in Exhibit B, "Cost Proposal." The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto, (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.
(3) Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $2,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor’s profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provision:

(1) Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, the 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 the Contractor’s insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the County.

(7) Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require
complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify Entity its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney’s fees, arising from all acts or omissions to act of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from Entity’s sole negligence or willful acts.

6. 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 Agreement 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 Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement 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.

8. 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.
9. **ASSIGNMENT**

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.

10. **NOTICE**

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

**CONTRACTOR:**
Mother Lode Job Training
197 Mono Way, Suite B
Sonora, CA 95370

**COUNTY:**
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
Fax: (209) 966-8251

11. **COMPLIANCE**

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor’s performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person’s race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

12. **PUBLIC RECORDS ACT**

Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

13. **ENTIRE AGREEMENT AND MODIFICATION**

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the Mariposa County Human Services Department. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.
14. **ENFORCEABILITY AND SEVERABILITY**

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

15. **TERMINATION AND RIGHTS UPON TERMINATION**

   A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

   B. Either party may terminate this Agreement for convenience upon 30 calendar days’ written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

   C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

16. **NO WAIVER**

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

17. **DISPUTES**

Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney’s fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

18. **CAPTIONS**

The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

19. **NUMBER AND GENDER**

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word “person” includes corporations, partnerships, firms or associations, wherever the context so requires.
20. **MANDATORY AND PERMISSIVE**

“Shall” is mandatory. “May” is permissive.

21. **SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

22. **COUNTERPARTS**

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. **OTHER DOCUMENTS**

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

24. **CONTROLLING LAW**

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

25. **AUTHORITY**

Each party and each party’s signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

26. **NEGOTIATED AGREEMENT**

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

27. **NO RELIANCE ON REPRESENTATIONS**

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.
28. **WARRANTY**

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release.

29. **FUNDING AVAILABILITY**

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor’s assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, or offer an Agreement amendment to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

**COUNTY OF MARIPOSA**

Marshall Long, Chair
Board of Supervisors

**CONTRACTOR**

Dave Thoeny
Executive Director

**ATTEST:**

Rene LaRoche
Clerk of the Board

**APPROVED AS TO FORM:**

Steven W. Dahlem
County Counsel
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
COST PROPOSAL

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 2017-2018. COUNTY will pay TWO HUNDRED DOLLARS ($200) PER CLIENT FOR TESTING and/or FIVE HUNDRED DOLLARS ($500) for each completed assessment. Total cost of services is not to exceed $30,000.

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, 2018.
VENDOR ASSURANCE OF COMPLIANCE WITH
THE MARIPOSA COUNTY
WELFARE DEPARTMENT

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT: MOTHER LODE JOB TRAINING

HEREBY AGREE 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 ©, (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000-98413; (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 Regulation (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 work 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.

DATE: 5/31/2017

DIRECTOR'S SIGNATURE

ADDRESS OF VENDOR/RECIPIENT
197 Mono Way, Suite B
Sonora, CA 95370

CR50-Vendor Assurance of Compliance