

AGREEMENT BETWEEN THE COUNTY OF SHASTA, AND COMPUTER LOGISTICS

This agreement (“Agreement”) is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency (“County”), and Computer Logistics (“Contractor”), a California corporation, for the purpose of providing employment subsidy reimbursement to Contractor, as employer of record, for the employment of eligible CalWORKs client(s), collectively termed (“Employee[s]”) (collectively, the “Parties” and individually a “Party”).

Section 1. DEFINITION OF TERMS.

CalWORKs – California Work Opportunity and Responsibility to Kids. This program replaced Aid to Families with Dependent Children (“AFDC”) in 1997 as part of California’s response to federal welfare reform, to bring California’s welfare system into compliance with the provisions of the federal welfare reform legislation known as the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, which was signed into law on August 22, 1996.

Employee(s) – A person that is eligible and currently participating in the CalWORKs program, subsequently employed by Contractor and for whom Contractor will submit a claim, or claims, for reimbursement under this Subsidized Employment Agreement.

Employer of Record – The Contractor who employs Employee(s) and is thereby responsible for all legal obligations and liabilities imposed on an employer as a result of the employment relationship with Employee(s).

Non-wage Costs – The Contractor’s monetary contributions for pension, travel costs, memberships, subscriptions and professional activities are reimbursable to the Contractor.

Shasta Family Assistance through Contracted Employment Services (“ShastaFACES2” also known as **“ShastaFACES”**) – A subsidized employment program through the County’s Health and Human Services Agency.

ShastaFACES2 Coordinator (“Coordinator”)– Employment and Training Worker assigned to monitor the Shasta FACES program. The Coordinator will serve as the County’s primary point of contract for the Contractor.

Subsidized Employment or Subsidized Employee(s) – The Employer of Record is wholly or partially reimbursed for Employee(s)’s Wages.

Unsubsidized Employment or Unsubsidized Employee(s) – The Employer of Record is not reimbursed for any portion of the Employee(s)’s Wages. This includes Employee(s) for whom reimbursement is not provided as well as any and all other Contractor’s employees.

Wages – The gross amount of money received by Employee(s) for labor performed by Employee(s), whether the amount is fixed or ascertained by the standard of time, piece, commission basis, or other method of calculation. Wages shall also include any leave benefits such as sick, vacation and holiday leave for the purpose of the ShastaFACES2 program. Wages shall not include any Employer-Paid Payroll Taxes and Health Benefits (Medical, Dental and

Vision insurance)., The determination of whether any particular payment of money to Employee(s) qualifies as Wages shall be made at County's sole discretion.

Section 2. RESPONSIBILITIES OF CONTRACTOR.

A. Agreement Responsibilities.

Pursuant to the terms and conditions of this Agreement, Contractor shall:

- (1)** Be the Employer of Record for Employee(s) who is (are) determined by County to be eligible as an Employee, and be responsible for ensuring that any Subsidized Employee(s) employed by Contractor complete any required employment form or other documentation that would be a normal and customary part of the employment process, in addition to all required forms and documentation required by County.
- (2)** Execute **Attachment A**, ShastaFACES2 Employer/Employee Statement of Understanding ("SOU"), attached and incorporated herein, for each Employee employed by Contractor. Should there be a conflict between the terms of **Attachment A** and the Agreement, this Agreement shall control.
- (3)** Abide by the following rules for employing any Employee under this Agreement:
 - (a)** Employee(s) may not be related by blood or marriage to the Contractor and Employee(s) may not receive favorable treatment if related to any other member of Contractor's workforce.
 - (b)** Employees may not have been an active employee of the Contractor in the past 30 days prior to this Agreement. By signing this Agreement, Contractor further certifies that any Employee employed by Contractor was not subject to lay-off or otherwise terminated for the express purpose of being re-employed under this Agreement. This program is intended to add to the Contractor's workforce, not subsidize Contractor's current workforce.
- (4)** Abide by the following conditions of employment for all Employees hired under this Agreement attached and incorporated herein:
 - (a)** Employee(s) shall be subject to the same terms and conditions of employment as the Contractor's other employees on the Contractor's payroll who are employed a minimum of 20 hours per week or higher.
 - (b)** Employee(s) shall be on the Contractor's regular payroll and be employed a minimum of 20 hours per week.
 - (c)** Employee(s) shall receive the same benefits as the Contractor's other employees on the Contractor's payroll performing similar work who are employed a minimum of 20 hours per week or higher.
 - (d)** Employee(s) shall receive the same starting wage and other wage increases as other employees on the Contractor's regular payroll performing similar work who are employed a minimum of 20 hours per week or higher, provided that such wage is not less than that specified in

the Fair Labor Standards Act of 1938 or if higher, under the applicable state or local minimum wage law.

- (e) If Employee(s) is/are to perform work not being performed by other employees, Contractor will pay a starting wage consistent with the local labor market.
 - (f) The Employee(s) shall be provided special clothing or equipment if such is provided to the Contractor's other employees on the Contractor's payroll performing similar work who are employed a minimum of 20 hours per week or higher.
 - (g) Employee(s) shall be provided supervision and training, based on work experience and job competency in the same manner as would be provided to the Contractor's other employees performing similar work.
- (5) Comply with the "Obligations to existing employees and employment conditions" as prescribed in **Attachment B**, attached and incorporated herein. Should there be a conflict between the terms of **Attachment B** and the Agreement, this Agreement shall control.
 - (6) Dictated by the placement, obtain from the California Department of Justice ("DOJ") records of convictions, as enumerated in Penal Code section 11105.3, of any Employee being considered for any position in which the Employee would have supervisory or disciplinary power over a minor or any person under the Employee's care, as provided for in Penal Code section 11105.3.
 - (7) Notify the Coordinator in writing within five business days when an Employee is moved to another position or worksite within the Contractor's business or if the Employee's wages are changed.
 - (8) Notify the Coordinator in writing within three business days when an Employee terminates employment and advise Coordinator if the Employee or Contractor terminated the employment relationship.
 - (9) Maintain confidentiality, in accordance with Section 28 of this Agreement, regarding an Employee's participation in this Subsidized Employment program.
 - (10) Comply with the provisions of the Immigration Reform and Control Act of 1986, which requires employers to verify that all employees are eligible to work in the United States as legal residents of the United States.
 - (11) Ensure that a "Permit to Employ and Work" is on file during the term of employment for any minors hired under this Agreement and comply with all labor and employment laws applicable to the employment of a minor.
 - (12) Consider continuing the employment of Employee(s) in Unsubsidized Employment at the termination of this Agreement or earlier.

- B.** As required by Government Code section 7550, each document or report prepared by Contractor for or under the direction of County pursuant to this Agreement shall contain the numbers and dollar amount of this Agreement and all subcontracts under this Agreement relating to the preparation of the document or written report. If multiple documents or written reports are prepared pursuant to this Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total Agreement

amount represents compensation for multiple documents or written reports. Contractor shall label the bottom of the last page of the document or report as follows: department name, Agreement number, and dollar amount. If more than one document or report is produced under this Agreement, Contractor shall add: "This [document or report] is one of [number] produced under this Agreement."

C. Record Keeping/Reporting.

- (1) Contractor shall maintain, in the State of California, and in a form acceptable to County: (i) all books, records, documents, and other evidence pertaining to the costs and expenses incurred by Contractor pursuant to this Agreement; and (ii) records concerning the services provided pursuant to this Agreement, including, but not limited to, a log of the dates and hours spent providing the services prescribed in Section 2.A. of this Agreement (collectively, the "Agreement Records"). All Agreement Records shall be open for audit and review by County, and by state and federal agencies, including the California Department of Social Services. Agreement Records shall be kept for a period of at least five years after termination, expiration, or cancellation of this Agreement, or until all audits for compliance with the terms, conditions, and specifications of this Agreement are completed, whichever is later. This provision shall survive the termination, expiration, or cancellation of this Agreement.
- (2) Contractor shall provide all information pertaining to this Agreement necessary for reports required by County, and by the state or federal government. Contractor shall fully cooperate with County in providing any information and/or records needed by any government entity concerning this Agreement.

D. Employee Grievances.

Contractor shall promulgate and implement written procedures ("Grievance Procedures") whereby Employee(s) shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services pursuant to this Agreement. Contractor shall provide a copy of Contractor's Grievance Procedures to County upon request. Contractor shall report all Employee grievances, and the nature thereof, in writing to the County's Director of Regional Services ("Director") within 10 business days of learning of the grievance. Upon resolution of a grievance or conclusion of the grievance process, Contractor shall, within 10 business days of the resolution or conclusion of the grievance process, report in writing to the Director how the grievance was resolved or concluded.

E. Investigation of Illegal Use of Agreement Funds.

- (1) Contractor shall take reasonable steps to prevent the illegal use of Agreement funds. Contractor agrees to notify County of any suspected illegal use of Agreement funds. Contractor shall meet with County or its delegate for consultation when there is suspected illegal use of funds. Contractor shall cooperate with County or its delegate in any way necessary in the investigation of potential illegal use of Agreement funds.
- (2) Contractor shall provide County or its delegate with any relevant information requested and shall permit County or its delegate access to Contractor's premises, upon reasonable notice, during normal business hours for the purpose of

conducting interviews and inspecting and copying books, records, accounts, and other materials that may be relevant to a matter under investigation for potential illegal use of Agreement funds.

F. Acknowledgement.

Contractor shall acknowledge the funding source of all activities undertaken pursuant to this Agreement by including in any educational and training materials, audio visual aids, interviews with the press, flyers, or publications the following statement: "This activity (or program) has been funded (or sponsored) by the County of Shasta through the California Department of Social Services."

Section 3. RESPONSIBILITIES OF COUNTY.

Pursuant to the terms and conditions of this Agreement:

- A.** County shall reimburse Contractor as prescribed in Sections 4 and 5 of this Agreement.
- B.** The eligibility of Contractor and eligibility of Employees to participate in Subsidized Employment is at the sole discretion of County.
- C.** County may, upon Contractor request, provide a list of eligible Employees for consideration by Contractor in Contractor's hiring process.
- D.** County may work with Contractor and potential Employees to match potential Employees to specific employment opportunities made available by Contractor. However, County shall have no involvement in the Contractor's hiring decisions.
- E.** County may, upon Contractor request and subject to the reimbursement provided for in Section 4.A.2, extend an Employee's subsidy period with the Contractor, no more than twice, in three-months increments, for up to a total of 12-months (including the initial period of up to six months), if the additional time shall increase the likelihood of the Employee obtaining either of the following:
 - (1)** Unsubsidized employment with the Contractor; or
 - (2)** Specific job skills and training relevant for unsubsidized employment for a particular occupational field.
- F.** The County's Director of Health and Human Services Agency ("HHSA") or the County's HHSA Branch Director as designated by the HHSA Director may authorize program staff to sign **Attachment A**, ShastaFACES2 Employer/Employee Statement of Understanding ("SOU"), as the "COUNTY AUTHORIZED AGENT".
- G.** County shall monitor and evaluate the performance of Contractor throughout the term of this Agreement and Contractor's compliance with the terms and conditions of this Agreement Contractor shall permit County or its delegate access to Contractor's premises, upon reasonable notice, during normal business hours for the purpose of conducting interviews and inspecting and copying books, records, accounts, and other materials for the purpose of monitoring and evaluating performance.

Section 4. REIMBURSEMENT.

- A.** Contractor shall, during the term of this Agreement and after satisfactorily completing the responsibilities as prescribed in this Agreement and submitting all required

documentation including the timely submission of a complete, correct, and approved invoice documenting the requested Reimbursement, be reimbursed:

- (1) During the initial six-month employment period, up to 100 percent of the Employee(s) Wages up to a maximum of \$15 per hour per Employee provided to or on behalf of Employee(s) (the "Reimbursement"); and
 - (2) During any subsequent employment period as authorized by County pursuant to section 3.E, up to 50 percent of the Employee(s) Wages up to a maximum of \$15 per hour per Employee provided to or on behalf of Employee(s) (the "Reimbursement").
- B. In no case whatsoever shall the maximum amount reimbursed to Contractor under this Agreement exceed \$300,000.
- C. County is not liable for the payment of any taxes resulting from this Agreement however designated, levied, or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operation.
- D. Prorated payment. If the term begins (or ends) on other than the first (or last) day of the calendar month, the payment for the partial month shall be prorated on a per diem basis based upon the number of days of access/services during the month.

Section 5. CLAIMS AND REIMBURSEMENT.

- A. For each Employee working for Contractor under this Agreement, Contractor shall submit monthly by the 10th of each month, for the prior month's paid subsidized employment, a billhead or invoice regularly used in the conduct of business of the Contractor along with a fully completed "**ShastaFACES2 Subsidized Employment Statement of Services**", **Attachment C** or **Attachment D** as appropriate.
- B. Contractor shall also submit with each billhead or invoice payroll records providing verification of employment hours, and Wages. Payroll records shall include copies of Payroll Summaries including Date, Name, Hours, Net Amount, Taxes Withheld, Total Deductions, Total Pay, Employer Taxes, Total Cost, Check Number, and copies of Weekly Time Records for each employee working for Contractor under this Agreement.
- C. Contractor shall not be reimbursed for any amounts invoiced without payroll verification.
- D. Contractor shall invoice County no later than the 10th of the following month for Employee costs incurred in the previous month.
- E. County reserves the right to require Contractor to submit, subsequent to invoice submission, copies of any supporting or supplemental documentation related to any and all expenses identified on the invoice.
- F. County shall pay Contractor Reimbursement as stated in Section 4 within 30 days of receipt of a complete, correct, and approved invoice with any supporting records as provided for in this agreement. Contractor shall submit a final statement or invoice for services rendered to the County for the period ending June 30, 2020 by July 10, 2020.
- G. County reserves the right to disallow any claim filed more than 10 days following the month Employee costs are incurred. County additionally reserves the right to disallow

any claim filed for the month of June 2020 if such claim is not filed on or before July 10, 2020.

- H. Should County, or the state or federal government, disallow any amount claimed by Contractor, Contractor shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 6. TERM OF AGREEMENT.

The initial term of this Agreement shall commence as of the July 1, 2018 and shall end June 30, 2020. County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following fiscal year. County shall notify Contractor in writing of such non-appropriation at the earliest possible date.

Section 7. TERMINATION OF AGREEMENT.

- A. If Contractor materially fails to perform Contractor's responsibilities under this Agreement to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner Contractor's responsibilities under this Agreement, or if Contractor violates any of the terms or provisions of this Agreement, then County shall have the right to terminate this Agreement effective immediately upon the County giving written notice thereof to Contractor. If termination for cause is given by County to Contractor and it is later determined by County that Contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. Either Party may terminate this Agreement without cause on 30 days' written notice.
- C. County may terminate this Agreement immediately upon oral notice should funding cease or be materially decreased.
- D. County or Contractor may terminate this Agreement immediately upon oral notice should County or Contractor not be able to comply with the obligations of this Agreement due to any material cause which is beyond the reasonable control of County or Contractor, including, but not limited to: fire, explosion, lightning, power surges or outages, strikes or labor disputes, acts of God, civil disturbances, acts of civil or military authorities, acts of terrorism, fuel or energy shortages, acts and/or omissions by third party communications carriers, or any other cause beyond County's or Contractor's control.
- E. County's right to terminate this Agreement may be exercised by the Shasta County Board of Supervisors, by County's Executive Officer, by County's Health and Human Services Agency Director or by County's HHSA Branch Director as designated by the HHSA Director.
- F. Should this Agreement be terminated, Contractor shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Contractor pursuant to this Agreement.

- G. If this Agreement is terminated, Contractor shall only be eligible for Reimbursement for work performed by Employee(s) prior to the effective date of termination.

Section 8. LEGAL MANDATES.

- A. Contractor recognizes the mandatory standards and policies relating to energy efficiency in the state energy conservation plan (Title 24 of the California Code of Regulations).
- B. Contractor shall comply with mandatory standards and policies as required by Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 C.F.R., Part 60).
- C. If reimbursement for this Agreement exceeds \$100,000, Contractor shall comply with section 306 of the Clean Air Act (42 U.S.C. §1857(h)), section 508 of the Clean Water Act (33 U.S.C. §1368), Executive Order 11738, and the regulations of the Environmental Protection Agency (40 C.F.R., Part 15).
- D. Contractor shall comply with all applicable federal, state, municipal, and local standards for health and safety in work and training situations, including all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto.
- E. If Contractor is subject to the California Child Abuse and Neglect Reporting Act (Penal Code sections 11164 *et seq.*), Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported as mandated by that law. In addition, Contractor shall:
- (1) Require each of Contractor's Subsidized Employees, Unsubsidized Employees, volunteers, contractors, subcontractors, and agents who are required by the California Child Abuse and Neglect Reporting Act to report child abuse or neglect, to sign a statement that he or she knows of the statutory mandated reporting requirements and will comply with them.
 - (2) Establish procedures to ensure reporting of child abuse or neglect even when Contractor's Subsidized Employee(s), Unsubsidized Employee(s), volunteers, contractors, subcontractors, or agents who are not required by the California Child Abuse and Neglect Reporting Act to report child abuse or neglect, gain knowledge of, or reasonably suspect, that a child has been a victim of abuse or neglect.
- F. If Contractor is subject to section 15630 of the Welfare and Institutions Code, Contractor shall ensure that all known or suspected instances of elder abuse or dependent adult abuse are reported as required by that law. In addition, Contractor shall:
- (1) Require each of Contractor's Subsidized Employees, Unsubsidized Employees, volunteers, contractors, subcontractors, and agents who are required by section 15630 of the Welfare and Institutions Code to report elder or dependent abuse or neglect, to sign a statement that he or she knows of the statutory mandated reporting requirements and will comply with them.
 - (2) Establish procedures to ensure reporting of elder abuse or dependent adult abuse even when Contractor's Subsidized Employee(s), Unsubsidized Employee(s), volunteers, contractors, subcontractors, or agents who are not mandated to report elder abuse or dependent adult abuse under section 15630 of the Welfare and

Institutions Code, gain knowledge of, or reasonably suspect, an incident of elder or dependent adult abuse has occurred.

Section 9. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; ATTACHMENTS/ EXHIBITS/ APPENDICES.

- A.** This Agreement supersedes all previous agreements relating to the subject of this Agreement and constitutes the entire understanding of the Parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. Contractor specifically acknowledges that in entering into and executing this Agreement, Contractor relies solely upon the provisions contained in this Agreement and no others.
- B.** No changes, amendments, or alterations to this Agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this Agreement and do not cause an increase to the maximum amount payable under this Agreement may be agreed to in writing between Contractor and the County's Health and Human Services Agency Director or County's HHSA Branch Director as designated by the HHSA Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the *Shasta County Contracts Manual* (Administrative Policy 6-101).
- C.** The headings that appear in this Agreement are for reference purposes only and shall not affect the meaning or construction of this Agreement.
- D.** If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this Agreement and the provisions of any of this Agreement's attachments, exhibits, or appendices, the provisions of this Agreement shall govern.

Section 10. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Inasmuch as this Agreement is intended to provide reimbursement of Wages for Employees employed by Contractor, Contractor may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this Agreement shall not be deemed to be a waiver of any other breach.

Section 11. EMPLOYMENT STATUS OF EMPLOYEE(S) AND INDEMNIFICATION RELATED THERETO.

- A.** Employee(s) employed by Contractor shall not be considered employees of County for any purpose. They shall be considered solely Contractor's employees. Contractor, and not County, is thereby responsible for all legal obligations and liabilities imposed on an employer as a result of the employment relationship with Employee(s). County shall not be liable for any such obligations or liabilities.
- B.** Contractor shall hold harmless, and indemnify 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 Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments or decrees, relating to any and all obligations and liabilities imposed on an employer as a result of the Contractor's employment of Employee(s). Contractor shall

also, at Contractor's own expense, defend the County against any claim, suit, action or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, relating to any and all obligations and liabilities imposed on an employer as a result of the Contractor's employment of Employee(s). The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 12. EMPLOYMENT STATUS OF CONTRACTOR.

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship between County and Contractor, a joint venture relationship between County and Contractor, or to allow County to exercise discretion or control over Contractor's employment of Employee(s). Contractor shall be fully responsible for payment of all taxes due to the State of California or the federal government related to Contractor's compensation under this Agreement. 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 and Contractor shall not be eligible for any other County benefit. Contractor must issue W-2 and 941 Forms for income and employment tax purposes, for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

Section 13. INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless 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 Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this Agreement by Contractor, or by any of Contractor's subcontractors, any person employed under Contractor, or under any subcontractor, or in any capacity except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Contractor shall also, at Contractor's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers against any claim, suit, action or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Contractor, or any of Contractor's subcontractors, any person employed under Contractor, or under any subcontractor, or in any capacity. Contractor shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Contractor's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this Agreement.

Section 14. INSURANCE COVERAGE.

- A. Without limiting Contractor's duties of defense and indemnification, Contractor and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the

State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect the County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.

- B.** Contractor and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Contractor, subcontractor, Contractor's partner(s), subcontractor's partner(s), Contractor's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Contractor or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this Agreement. Contractor hereby certifies that Contractor is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this Agreement.
- C.** Contractor shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Contractor pursuant to this Agreement.
- D.** With regard to all insurance coverage required by this Agreement:
- (1) Any deductible or self-insured retention exceeding \$25,000 for Contractor or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this Agreement.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this Agreement and continue coverage for a period of three years after the expiration of this Agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Contractor or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this Agreement.
 - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this Agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance

Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.

- (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
 - b. Separately to each suit insured against whom a claim is made or suit is brought."
- (5) Contractor shall provide County with an endorsement or amendment to Contractor's policy of insurance as evidence of insurance protection before the effective date of this Agreement.
 - (6) The insurance coverage required herein shall be in effect at all times during the term of this Agreement. In the event any insurance coverage expires at any time during the term of this Agreement, Contractor shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement or for a period of not less than one year. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this Agreement, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
 - (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Contractor shall provide County a certificate of insurance reflecting those limits.
 - (8) Any of Contractor's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

Section 15. SUBCONTRACTORS.

Contractor shall not subcontract any services to be provided under this Agreement without the prior written consent of County. Any subcontract entered into by Contractor in contravention of this provision without the prior written consent of County shall be void. Contractor and subcontractor who enter into a subcontract without such consent and approval waive any right to reimbursement provided pursuant to the void subcontract. Contractor and subcontractor shall defend, hold harmless, and indemnify County, its elected officials, officers, volunteers, and employees, against all claims, actions, costs, counsel fees, expenses, damages, judgments, or decrees by reason of any claim made by a subcontractor to enforce any provisions of a subcontract entered into without the prior written consent of County.

Section 16. NOTICE OF CLAIM/APPLICABLE LAW/VENUE.

- A.** If any claim for damages is filed with Contractor or if any lawsuit is instituted concerning Contractor's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Contractor shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this Agreement.
- B.** Any dispute between the Parties, and the interpretation of this Agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 17. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A.** Contractor shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the services to be provided pursuant to this Agreement.
- B.** Contractor shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS), physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law. In addition, Contractor shall comply with the conditions of **Attachment E**, attached and incorporated herein.
- C.** Contractor represents that Contractor is in compliance with, and agrees to continue to comply with, the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et seq.), the Fair Employment and Housing Act (Gov. Code, sections 12900, et seq.), and the regulations and guidelines promulgated pursuant thereto.
- D.** No funds or compensation received by Contractor under this Agreement shall be used by Contractor for sectarian worship, instruction, or proselytization. No funds or compensation received by Contractor under this Agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- E.** Contractor represents that if Contractor is a religious organization, Contractor shall observe and comply with all applicable requirements set forth in 42 U.S.C.A. section 604a (Services Provided by Charitable, Religious, or Private Organizations), of the Temporary Assistance for Needy Families (TANF) program (42 U.S.C.A. Chapter 7, Subchapter IV, Part A), created by the Personal Responsibility and Work Reconciliation Act (PRWORA) of 1996.
- F.** In addition to any other provision of this Agreement, Contractor shall be solely responsible for any and all damages caused, and/or penalties levies, as the result of Contractor's noncompliance with the provisions of this section.

Section 18. ACCESS TO RECORDS; RECORDS RETENTION.

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Contractor that are directly pertinent to the subject matter of this Agreement for the purpose of auditing or examining the activities of Contractor or County. Except where longer retention is required by federal or state law, Contractor shall maintain all records for five years after County makes final reimbursement hereunder. This provision shall survive the termination, expiration, or cancellation of this Agreement.
- B. Contractor shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this Agreement. Contractor shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this Agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this Agreement.
- C. Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this Agreement. Contractor agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Contractor agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this Agreement if evidence exists of less than full compliance with this Agreement including, but not limited to, exercising a right of set-off against any compensation payable to Contractor.

Section 19. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

Contractor's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Contractor's employees (including Subsidized and Unsubsidized Employees) or Contractor's failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this Agreement. Contractor's failure to cure such default within 90 days of notice by County shall be grounds for termination of this Agreement.

Section 20. LICENSES AND PERMITS.

Contractor, and Contractor's officers, employees (including Subsidized and Unsubsidized Employees), and agents performing the work or services required by this Agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the required licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.

Section 21. CONFLICTS OF INTEREST.

Contractor and Contractor's officers and employees (including Subsidized and Unsubsidized Employees) shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance required under this Agreement.

Section 22. NOTICES.

- A. Except as provided in Section 7.C. of this Agreement, (oral notice of termination in the event of a lack of funding), and Section 7.D. of this Agreement (oral notice of termination due to force majeure), any notices required or permitted pursuant to the terms and provisions of this Agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail postage prepaid, two days after the date of mailing.

If to County: Branch Director
 HHS Regional Services
 Attn: Contracts Unit
 1506 Market Street
 Redding, CA 96001-1023
 Phone: (530) 229-8319
 Fax: (530) 225-5245

If to Contractor: Melinda Stephens
 Computer Logistics
 2001 Market Street
 Redding, CA 96001
 Phone: (530) 528-2652

- B. Any oral notice authorized by this agreement shall be given to the persons specified in section 22.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notice on behalf of County as provided for this agreement may be executed and/or exercised by the County Executive Officer.

Section 23. AGREEMENT PREPARATION.

It is agreed and understood by the Parties that this Agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this Agreement within the meaning of Civil Code section 1654.

Section 24. COMPLIANCE WITH POLITICAL REFORM ACT.

Contractor shall comply with the California Political Reform Act (Government Code sections 81000, et seq.), with all regulations adopted by the Fair Political Practices Commission pursuant

thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Contractor to disclose financial interests and to recuse from influencing any County decision which may affect Contractor's financial interests. If required by the County's Conflict of Interest Code, Contractor shall comply with the ethics training requirements of Government Code section 53234 et seq.

Section 25. PROPERTY TAXES.

Contractor represents and warrants that Contractor, on the date of execution of this Agreement, (1) has paid all property taxes for which Contractor is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Contractor shall make timely payment of all property taxes at all times during the term of this Agreement.

Section 26. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

Section 27. COUNTY'S RIGHT TO SETOFF.

To the fullest extent permitted by law, County shall have the right but not the obligation to setoff, in whole or in part, against any compensation owed to Consultant or any of its subsidiaries under any contract with the County, any amount of any Federal or State audit liability owned by or claimed or asserted against the County or any amounts owe to County by Contractor or its subsidiaries.

Section 28. CONFIDENTIALITY.

A. The intent of this Agreement is for Contractor to employ Employee(s) and for County to provide Reimbursement to Contractor, for a specified and defined period of time, for Subsidized Employment of Employee(s) working for Contractor. However, should specific information regarding public social services clients become known to Contractor, the following confidentiality rules shall apply:

- (1) Contractor shall not disclose to any person or entity or to any of its Subsidized Employees, Unsubsidized Employees, volunteers, agents, and officers, the fact that any Employee(s) may be public social services clients, except as otherwise required to effectuate the terms of this Agreement. Should Contractor's Subsidized Employees, Unsubsidized Employees, volunteers, agents, and officers become privy to specific information regarding public social services clients (such as may occur in the administration of this Agreement), Contractor shall comply with, and require such persons to whom specific information regarding public social service clients becomes known, to comply with, the provisions of section 10850 of the Welfare and Institutions Code, and of Division 19 of the State of California Department of Social Services Manual of Policies and Procedures, which provide, in substance, that:

- (a) All applications and records concerning any public social services client obtained, made, or kept by Contractor shall be confidential and shall not be open to examination for any purpose not directly connected to the responsibilities of the Contractor under this Agreement, except as provided by law.
 - (b) No person shall publish or disclose or permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.
 - (c) No person shall publish, disclose, use, permit or cause to be published, disclosed, or used, any confidential information pertaining to an applicant for or recipient of public social services, except as provided by law.
- (2) Should Contractor's Subsidized Employee(s), Unsubsidized Employee(s), volunteers, agents, and officers become privy to specific information regarding public social services clients (such as may occur in the administration of this Agreement), Contractor shall ensure those persons comply with the above provisions, and shall inform those persons who have become privy to the information that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.
- B. 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 this Agreement.

Section 29. USE OF COUNTY PROPERTY.

Contractor shall not use County premises, property (including equipment, instruments, and supplies), or County personnel for any purpose.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, County and Contractor have executed this Agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this Agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

ATTEST:

Lawrence G. Lees
Clerk of the Board of Supervisors

By: _____

LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

APPROVED AS TO FORM:

RISK MANAGEMENT APPROVAL

RUBIN E. CRUSE, JR.
County Counsel

By: Alan B. Cox 4/20/18
Deputy County Counsel

By: James Johnson 04/23/18
Risk Management Analyst

CONTRACTOR

Date: 4/24/18

M Stephens
Melinda Stephens, Chief Operating Officer
Computer Logistics

Date: 4/24/18

J Moulton
John Moulton, Chief Financial Officer
Computer Logistics

On file
Federal Tax Identification Number

ShastaFACES2 Employer/Employee Statement of Understanding ("SOU")

EMPLOYER	EMPLOYEE

This SOU is entered into by and between the parties named above and Shasta County to provide EMPLOYEE the opportunity to acquire job skills, refine work habits and prepare for economic independence and for EMPLOYER to obtain reimbursement of certain expenses associated with the employment of EMPLOYEE. This SOU may be terminated immediately at the request of any party to this SOU or upon the failure of any party to meet the terms specified below.

- A. The County of Shasta shall:
- a. At its sole discretion, determine eligibility of EMPLOYER and EMPLOYEE to participate in this SOU.
 - b. When applicable, authorize appropriate support services for the EMPLOYEE as required by law through the CalWORKs program during the SOU period.
- B. The EMPLOYER shall:
- a. Agree to employ the EMPLOYEE for a minimum of twenty (20) hours per week.
 - b. Pay the EMPLOYEE the same starting wage and other wage increases as other employees on the EMPLOYER's regular payroll performing similar work who are employed at a minimum of 20 hours per week or higher, provided that such wage is not less than the California State minimum wage. If the EMPLOYEE is to perform work not being performed by other employees, EMPLOYER will pay a starting wage consistent with the local labor market.
 - c. Provide the EMPLOYEE the same terms and conditions of employment as other employees on the EMPLOYER's regular payroll performing similar work who are employed at a minimum of 20 hours per week or higher.
 - d. Provide the EMPLOYEE the same benefits provided to other employees on the EMPLOYER's regular payroll performing similar work who are employed a minimum of 20 hours per week or higher.
 - e. Provide the EMPLOYEE with special clothing or equipment if such is provided by EMPLOYER to other employees on the EMPLOYER'S regular payroll performing similar work who are employed a minimum of 20 hours per week or higher.
 - f. Provide supervision, training and guidance to EMPLOYEE and provide EMPLOYEE with a "mentor" to give on-the-job guidance and answer routine questions.
- C. The EMPLOYEE shall:
- a. Consent to release information pertaining and relevant to the ShastaFACES2 Program participation for the length of the Employer SOU period to EMPLOYER and County representative(s).
 - b. Carry out his or her assignments to the best of his or her ability.
 - c. Inform the EMPLOYER promptly whenever he or she will be absent or tardy for work.
 - d. Accept at least the current California State Minimum Wage per hour for a minimum of twenty (20) hours per week as ShastaFACES2 Program payment.
 - e. Agree that EMPLOYEE will not be an employee of the County of Shasta, will not be compensated by the County of Shasta, and will not have and will not acquire any employment rights or benefits of any kind from the County of Shasta.
- D. TERMS:
- a. Period of Employer SOU: ☐ Initial six-month authorization ☐ Extension 1 ☐ Extension 2
From: _____ To: _____
 - b. Rate of Pay per Hour: _____ Number of Hours per Week: _____
 - c. Location of Worksite: _____ Employee's Position: _____
 - d. Name of Mentor: _____

COUNTY AUTHORIZED AGENT:

Printed Name	Telephone No.	Authorized Signature	Date

EMPLOYER:

Printed Name/Title	Telephone No.	Authorized Signature	Date

EMPLOYEE:

Printed Name	Telephone No.	Authorized Signature	Date

Obligations to existing employees and employment conditions

The availability of a position for an eligible subsidized employment participant (Employee) pursuant to this Agreement may not be created as a result of, or may not result in, any of the following:

1. Displacement of workers in which regular employees are laid off so that their positions can be filled with Employee(s).
2. Partial displacement of workers in which non-overtime hours of regular employees are reduced with Employee(s) absorbing the remaining workload.
3. Impairment of contracts for services in which contracts for services with private business and other organizations are cancelled or not renewed, while Employees are hired to provide the equivalent services.
4. Substitution for existing federally assisted jobs in which Employees fill jobs already supported under other federal programs.
5. Layoffs in which regular employees are laid off while Employees remain working in the same or equivalent position.
6. Rehires in which regular employees are laid off, then rehired under a Subsidized Employment Agreement.
7. A hiring freeze in which Employees work in positions the same as, or the equivalent to, those which are vacant due to a hiring freeze, unless the hiring freeze resulted from lack of funds to sustain staff levels and was not initiated in anticipation of the availability of Participants from the Program.
8. Reduction of customary level of services in which a state, political subdivision of the state, or local educational agency reduces services customarily provided, while granting funds saved from use of this Subsidized Employment Agreement to a private non-profit organization to provide the same services.
9. Positions filled with Employees that would otherwise be promotional opportunities for current employees.
10. Using an Employee to fill a work assignment customarily performed by a worker in a job classification within a recognized collective bargaining unit in that specific work site, or the filling of a work assignment in any bargaining unit in which funded positions are vacant or in which regular employees are on layoffs.
11. A strike, lockout, or other bona fide labor dispute, or violation of any existing collective bargaining agreement between employees and employers.

ShastaFACES2 - Subsidized Employment- Statement of Service for months 1 - 6

Contractor (Employer):		Contractor's Invoice No:	
Billing Address:		Invoice Date:	
Telephone/FAX:		Enter month wages paid:	
Contact Person:		Period Worked (mm/dd/yy-mm/dd/yy)	

EXPENDITURES FOR REIMBURSEMENT**EMPLOYEE WAGES - Please only submit Wages paid during the month indicated above.**

Employee Last Name	Employee First Name	Job Title	Hours Worked	Hourly Wage	Total Wages Paid	Total Wages Eligible (up to \$15 hr)

EMPLOYEE WAGES SUBTOTAL:**TOTAL (100% of Eligible wages)****Certification:**

The undersigned, under penalty of perjury, states that the above claim and the items as therein set out are true and correct; that no part thereof has been paid, and that the amount herein is justly due this claimant. Furthermore, I also certify that I have deducted the value of any personal gain I may have received including, but not limited to, cash back earned on a personal credit card, frequent flyer miles, and room-stay rewards.

Signature:

Date:

Print Name and Title:

Send to:

HHSA - Business & Support Services
PO Box 496005
Redding, CA 96049-6005
ATTN: Accounts Payable

For questions regarding this statement, please contact:

Deborah Officer-Becker (530) 229-8057

ShastaFACES2 - Subsidized Employment- Statement of Service for months 7-12

Contractor (Employer):		Contractor's Invoice No:	
Billing Address:		Invoice Date:	
Telephone/FAX:		Enter month wages paid:	
Contact Person:		Period Worked (mm/dd/yy-mm/dd/yy)	

EXPENDITURES FOR REIMBURSEMENT

EMPLOYEE WAGES - Please only submit Wages paid during the month indicated above.

[illegible]

EMPLOYEE WAGES SUBTOTAL:

TOTAL (50% of Eligible wages)**Certification:**

The undersigned, under penalty of perjury, states that the above claim and the items as therein set out are true and correct; that no part thereof has been paid, and that the amount herein is justly due this claimant. Furthermore, I also certify that I have deducted the value of any personal gain I may have received including, but not limited to, cash back earned on a personal credit card, frequent flyer miles, and room-stay rewards.

Signature:

Date:

Print Name and Title:

Send to:

HHSA - Business & Support Services
PO Box 496005
Redding, CA 96049-6005
ATTN: Accounts Payable

For questions regarding this statement, please contact:

Deborah Officer-Becker (530) 229-8057



**ASSURANCE OF COMPLIANCE WITH THE SHASTA COUNTY
HEALTH AND HUMAN SERVICES AGENCY, RESOURCE CENTERS
NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

Agreement to Provide Subsidized Employment Reimbursement

COMPUTER LOGISTICS

HEREBY AGREES to comply with Titles VI and VII of the federal Civil Rights Act of 1964, as amended; Section 504 of the federal Rehabilitation Act of 1973, as amended; the federal Age Discrimination Act of 1975, as amended; the federal Food Stamp Act of 1977 as amended, and in particular section 272.6 thereof; Title II of the federal Americans with Disabilities Act of 1990; the Unruh Civil Rights Act, California Civil Code, section 51, as amended; California Government Code, sections 11135 - 11139.5, as amended; California Government Code, section 12940; Chapter 7, of Division 5, of Title 1 of the California Government Code, commencing with section 4450; Title 22, California Code of Regulations, sections 98000 – 98413; Title 24, California Code of Regulations, section 3105; the Dymally-Alatorre Bilingual Services Act (California Government Code, sections 7290 – 7299.8); section 1808 of the Interethnic Adoption Provisions of the Small Business Job Protection Act of 1996; and all other applicable federal and state laws, as well as their implementing regulations (including title 45 of the 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 GIVES ASSURANCE to immediately take any measures necessary to effectuate this Assurance of Compliance.

THIS ASSURANCE OF COMPLIANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of Chapter 21-100 of the California Department of Social Services (CDSS) Manual of Policies and Procedures will be prohibited.

BY GIVING THIS ASSURANCE OF COMPLIANCE, 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 of Compliance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with California Welfare and Institutions Code section 10605, or California Government Code sections 11135 – 11139.5, as amended, or any other laws or regulations, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this Assurance of Compliance.

THIS ASSURANCE OF COMPLIANCE is binding on Contractor as long as Contractor is receiving federal or state funding pursuant to the Agreement to which this Assurance of Compliance is attached.