

NAPA COUNTY AGREEMENT NO. 230218B
WORK-BASED TRAINING SERVICES AGREEMENT- PAID

THIS AGREEMENT is made and entered into as of this ____ day of _____ 2023 by and between NAPA COUNTY, a political subdivision of the State of California, acting by and through its Purchasing Agent, hereinafter referred to as "COUNTY", and, ON THE MOVE, INC, hereinafter referred to as "VENDOR/CONTRACTOR" or "EMPLOYER" whose address is 780 Lincoln Avenue, Napa, CA 94558.

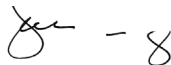
RECITALS

WHEREAS, COUNTY wishes to provide paid work-based training opportunities to participants of Self Sufficiency Services Division (SSSD) who qualify under employment and training programs administered by the SSSD.

WHEREAS, VENDOR/CONTRACTOR is willing to provide occupational training and employment for TRAINEEs designated under this Agreement in consideration of reimbursement up to the percentage shown in Attachment B of the TRAINEE's wage rate to compensate VENDOR/CONTRACTOR for the extraordinary costs associated with occupational training.

NOW, THEREFORE, COUNTY and VENDOR/CONTRACTOR agree to provide a subsidized employment and/or training opportunity in accordance with the Terms and Conditions that are attached and incorporated by reference herein.

IN WITNESS WHEREOF, this Agreement was executed by the Parties as of the date written above.

NAPA COUNTY, a political subdivision of the State of California	VENDOR/CONTRACTOR
By _____ RYAN GREGORY, Chair of the Board of Supervisors	
	Alissa Abdo, Executive Director
	
	John Way, Director of Finance and Operations

Maximum Amount of this Agreement: \$50,000 per fiscal year	APPROVED AS TO FORM BY NAPA COUNTY COUNSEL Date: <u>October 14, 2022</u> Name: <u>Douglas V. Parker (via e-sign)</u>
Term Expires: June 30 th , 2025	
Automatic renewal of term is modified	

TERMS AND CONDITIONS

SECTION 1. Contract Administration

For purposes of this Agreement, the following shall apply:

- 1.1** “Department” shall mean: Napa County Health and Human Service Agency – Self Sufficiency Services Division
- 1.2** “Director” shall mean the person appointed to the chief management position of the Department.
- 1.3** “Contract Administrator” shall be: The Contracts Manager or such other person as designated by the Department Director.
- 1.4** “Program Manager” shall mean the Self Sufficiency Manager over the Employment and Training Services programs embedded in SSSD.
- 1.5** The address for COUNTY’s Contract Administrator shall be: Napa County Health and Human Services Agency, 2751 Valley Corporate Drive, Building B, 2nd Floor, Napa CA 94559, Tel: (707) 253-4720. Contract Supervisor’s Name: Summer Isham
Email: summer.isham@countyofnapa.org
- 1.6** The address and Contact Person for VENDOR/CONTRACTOR shall be: Alissa Abdo
Email: alissa@onthemovebayarea.org
Address: 780 Lincoln Ave, Napa, Ca. 94558
Phone: 707-257-9432
- 1.7** VENDOR/CONTRACTOR is a ☐ sole proprietor ☐ partnership ☐ LLC corporation ☒ non-profit

SECTION 2. Term of the Agreement

2.1 Term

The term of this Agreement shall commence on the date first written on page 1 and shall be automatically renewed for an additional year at the end of each fiscal year, for a maximum of two additional fiscal years (the final renewal period concludes **June 30th, 2025** under the same terms and conditions, unless terminated earlier in accordance with Sections 3.11 (Termination for Cause), 3.10 (Termination for Convenience) or 3.3 (Economic Interests).

2.2 Obligations Extending Beyond Term

The obligations of the parties under Sections 3.21 (Insurance) and 3.22 (Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of VENDOR/CONTRACTOR to COUNTY shall also continue after the expiration date or early termination in relation to the obligations prescribed by Sections 3.5 (Disclosure of Confidential Information), 3.20 (Legal Relationship/Taxes) and Attachment A, Section 2.4 (Access to Records).

SECTION 3. Terms and Conditions

3.1 Scope of Services. VENDOR/CONTRACTOR (hereinafter "VENDOR/CONTRACTOR" or "EMPLOYER") enters into this Agreement with COUNTY to provide job training and/or subsidized employment to the participant identified in Attachment B (hereafter "TRAINEE"). This includes occupational skills training and services in accordance with Agreement

3.2 Personnel

3.2.1 VENDOR/CONTRACTOR, as the EMPLOYER, represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or be deemed thereby to have any contractual relationship with COUNTY.

3.2.2 EMPLOYER acts as an employer and agrees and represents that at all times during the training period covered by this Agreement:

- a. TRAINEE shall be on the payroll of EMPLOYER.
- b. TRAINEE shall be provided benefits including worker's compensation and insurance coverage and working conditions at the same level, and to the same extent as other TRAINEEs or employees working a similar length of time and doing the same type of work.
- c. TRAINEE shall be paid a full salary by EMPLOYER through regular pay procedures and shall be compensated at the same rates, including periodic increases, as TRAINEEs or employees who are similarly situated in similar occupations by EMPLOYER and who have similar training, experience and skills.
- d. TRAINEE shall be treated in all respects as a regular employee of similar classification and shall be subject to all ordinary and customary rules, requirements and policies.
- e. The "Hourly Wage" listed in Attachment B shall represent the minimum starting salary, or the maximum reimbursable amount, if the minimum starting salary is greater than the maximum reimbursable amount, and shall be deemed to be compensation for work performed, but shall not include tips, commissions or bonuses.

3.2.3 Hire-First Provisions. The TRAINEE shall be hired by EMPLOYER at the start of training and reimbursement. The EMPLOYER will not be reimbursed prior to contract approval date, or if the master contract has already been approved, the EMPLOYER will not be reimbursed prior to the COUNTY approval of Attachments B and D.

3.2.4 TRAINEE Information. EMPLOYER shall furnish the TRAINEE, upon commencement of training, with a copy of the training outline and training schedule and discuss mutual expectations.

3.2.5 Grievance Procedures. EMPLOYER shall provide the TRAINEE the right of access to EMPLOYER's grievance process and, if covered by collective bargaining, the applicable grievance process contained therewith. If EMPLOYER does not have a grievance process, EMPLOYER agrees to use COUNTY's grievance process. The TRAINEE shall have the right after being processed through EMPLOYER's grievance process to appeal its ruling to COUNTY, and ultimately, the State of California. EMPLOYER will not impose any penalties to the TRAINEE for having filed a grievance.

3.2.6 Termination of TRAINEE: EMPLOYER shall not terminate the TRAINEE without prior notice to the TRAINEE, and reasonable opportunity for correction or improvement of performance is given. EMPLOYER shall immediately notify the Program Manager if the TRAINEE has an attendance or disciplinary problem, or has demonstrated an inability to perform. The EMPLOYER understands that the termination of TRAINEE is subject to the grievance procedures of the COUNTY.

3.2.7 Displacement of Currently Employed Workers. No currently employed worker of EMPLOYER shall be displaced by the TRAINEE, including a partial displacement such as a reduction in the hours, wages, or employment benefits. TRAINEE shall not be placed into a position which is currently vacated by an employee who is on layoff or into a position in which EMPLOYER has terminated the employment of an employee with the intention of filling the position with a TRAINEE This Agreement shall not infringe in any way upon the promotional opportunities of current employees.

3.2.8 Disallowed Payments. Reimbursement shall not be claimed for time in which the TRAINEE is absent from employment. This shall include authorized paid absences such as holidays, sick days, or vacation days. No overtime rate shall be reimbursed. All reimbursed hours must be paid at regular hourly rate.

- a. CalWORKs Discontinuation: In the event that TRAINEE is discontinued from CalWORKs for reasons other than income from this employment opportunity, paid wages will not be reimbursable after discontinuation from CalWORKs benefits. In such event, EMPLOYER will be notified immediately.

3.2.9 Labor Dispute/Hiring Certification. In signing this Agreement, EMPLOYER certifies that:

- a. The training to be provided under this Agreement shall not be considered typical onboarding for new employees. The training provided may exceed the level of training that is normally provided to new employees;
- b. It is not involved in, or affected by a labor dispute; and
- c. TRAINEE hired under this Agreement may not otherwise have been hired in the absence of this Agreement.

3.2.10 EMPLOYER, without additional expense to COUNTY, shall be responsible for obtaining any necessary licenses and permits, and for complying with any applicable federal, state (including OSHA) and municipal laws, codes and regulations. EMPLOYER shall be similarly responsible for all damages to persons or property that occur as a result of EMPLOYER fault or negligence. EMPLOYER will maintain appropriate standards for health and safety in work and training situations and shall take adequate precautions to protect the work, the workers, the public, and the property of others. Failure to do so shall place EMPLOYER in default of the terms of this Agreement.

3.3 Economic Interests

3.3.1 Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees.

VENDOR/CONTRACTOR warrants that it is unaware of any financial or economic interest of any public officer or County employee relating to this Agreement. VENDOR/CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY

may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to VENDOR/CONTRACTOR under this Agreement.

3.3.2 Conflict of Interest. No officer, employee, or agent of VENDOR/CONTRACTOR who exercises any function or responsibility in connection with this Agreement shall use their office or confidential information received through their employment or office to obtain financial gain for themselves or others, particularly those with whom they have family, business, or other ties.

3.4 Program Forms

All TRAINEES performing under this Agreement will be identified in an Attachment D, Work Based Training Participant Plan.

3.5 Disclosure of Confidential Information

3.5.1 VENDOR/CONTRACTOR shall maintain the confidentiality of any information regarding the TRAINEE, or their family members, which may be obtained through application forms, interview, tests, or any other source. Such information shall not be divulged without the permission of the TRAINEE and DIRECTOR on behalf of COUNTY, and will be disclosed only as necessary when related to job performance, compliance, or evaluation relating to the Program.

3.5.2 Confidential information shall only be divulged to agencies having responsibilities for monitoring or evaluating contract services and performances and to governmental authorities to the extent necessary for proper contract administration and when required by law.

3.5.3 Sources of confidential participant information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges, and the Department of Alcohol and Drug Programs. Confidential information is not open to the public and requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

3.5.4 VENDOR/CONTRACTOR agrees to:

- a. Keep all confidential participant information furnished by COUNTY and/or the state in the strictest confidence, and make the information available to its own employees only on a "need-to-know" basis. Instruct all employees with access to COUNTY and/or state information regarding the confidential nature of the information and the sanctions against unauthorized use of disclosures found in the California Civil Code §1798.55, the Penal Code § 502, the California Unemployment Insurance Code § 2111, and the Welfare and Institution Code, § 10850;
- b. Store and process confidential information in electronic format, in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal, or other means. Store hard copy confidential participant data in locked cabinets. Return any confidential information promptly or destroy all copies of derivations of that confidential information when its use ends, utilizing an approved method of confidential destruction;

- c. Ensure that all VENDOR/CONTRACTOR staff requesting or receiving COUNTY and/or state confidential information date and sign a confidentiality statement.
- d. Promptly return to COUNTY confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the COUNTY.
- e. Accept as stated in this section, In no event shall confidential information be disclosed to any individual outside of VENDOR/CONTRACTOR's authorized staff, sub VENDOR/CONTRACTORS, service providers or employees.

3.5.5 VENDOR/CONTRACTOR shall designate an individual responsible for overall security and confidentiality of its data and information systems. VENDOR/CONTRACTOR shall immediately notify COUNTY in writing of any changes in that designation. VENDOR/CONTRACTOR's security and confidentiality designee is the person executing this Agreement on behalf of VENDOR/CONTRACTOR, or the following person:
 _____ if named.

3.6 Union Agreements

This Agreement shall not impair existing collective bargaining agreements, unless the VENDOR/CONTRACTOR, as employer, and the union concur otherwise in writing, or the union fails to respond to written notification requesting its concurrence within 30 days of receipt of notification. VENDOR/CONTRACTOR shall notify COUNTY if a labor dispute occurs during the term of this Agreement.

3.7 Compliance with Laws

VENDOR/CONTRACTOR shall comply with the following:

3.7.1 VENDOR/CONTRACTOR's buildings and surroundings shall pose no threat to the health, safety, or welfare of employees. Such buildings and surroundings, to the best knowledge of VENDOR/CONTRACTOR, shall also meet the standards set forth in rules and regulations of the California Occupational Safety and Health Administration.

3.7.2 VENDOR/CONTRACTOR shall not enroll individuals under 18 years of age in any occupation which the U.S. Secretary of Labor has found to be particularly hazardous for persons between 16 to 18 years of age.

3.7.3 VENDOR/CONTRACTOR shall comply with all requirements of Federal, State, and local regulations, rules, laws and policies relating to fair employment practices. VENDOR/CONTRACTOR shall also comply with the Federal Fair Labor Standards Act and California labor laws governing minimum wage and overtime.

3.7.4 VENDOR/CONTRACTOR shall comply with all applicable business licensing, taxation, and insurance legal requirements.

3.7.5 Non-Discrimination/Equal Opportunity.

- a. VENDOR/CONTRACTOR shall not engage in discrimination and must comply fully with all applicable laws. VENDOR/CONTRACTOR shall specifically obey the nondiscrimination and equal opportunity provisions of the following laws:

- i. Title VI of the Civil Rights Act of 1964, and as amended, which prohibits discrimination on the basis of race, color and national origin;
 - ii. Section 504 of the Rehabilitation Act of 1973, and as amended, which prohibits discrimination against qualified individuals with disabilities;
 - iii. The Age Discrimination Act of 1975, and as amended, which prohibits discrimination on the basis of age;
 - iv. Title IX of the Education Amendments of 1972, and as amended, which prohibits discrimination on the basis of sex in educational programs.
- b. Equal Employment Opportunity. VENDOR/CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). By executing this Agreement, VENDOR/CONTRACTOR also assures that it will comply with the nondiscrimination and equal employment opportunity provisions of federal nondiscrimination requirements referenced in 29 Code of Federal Regulations Part 37.
- c. VENDOR/CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time.

3.8 Assurances

VENDOR/CONTRACTOR shall not assign nor subcontract any of its services or training to be performed under this Agreement. Payments to be made under this Agreement shall be made only to VENDOR/CONTRACTOR who shall be held responsible for its terms and provisions.

3.9 Changes/Modifications

Changes or modifications to this Agreement shall only be in writing and with the prior written consent of both parties except COUNTY reserves the right to solely modify the agreement when the training is inadequate or no longer meets training needs or the expectations outlined in the training outline.

3.10 Termination for Convenience

The performance of work under the Agreement may be terminated in whole, by the DIRECTOR or designee, whenever it's determined that such terminations or suspension is in the best interest of COUNTY, the State of California, or the Federal government. Termination of work hereunder shall be effected by a notice delivered to VENDOR/CONTRACTOR specifying the date upon which such termination becomes effective. In no instances shall a termination for convenience be effective in less than ten days after receipt of notice thereof.

3.11 Termination for Cause

If, through any cause, VENDOR/CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if VENDOR/CONTRACTOR shall violate any of the covenants, agreements or stipulations of the Agreement, COUNTY shall thereupon have the right to terminate this Agreement, by giving written notice to VENDOR/CONTRACTOR of such termination and specify the effective date thereof, at least five days before the effective date of such termination. In such event, VENDOR/CONTRACTOR shall be entitled to receive just and equitable reimbursement for any work satisfactorily completed hereunder. Notwithstanding the above, VENDOR/CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of a breach of the Agreement by VENDOR/CONTRACTOR, and COUNTY may withhold any payment to VENDOR/CONTRACTOR for the purpose of set off until such time as the exact amount of damages due COUNTY from VENDOR/CONTRACTOR is determined.

3.12 Reduction in Funding

COUNTY reserves the right to terminate the Agreement due to a reduction in funding. COUNTY shall provide VENDOR/CONTRACTOR with written notice at least five (5) working days in advance of the effective date of such termination.

3.13 Release

Upon final payment of amounts due under this Agreement, not to exceed 60 days from end date of the Agreement, less any credits, refunds, or rebates due COUNTY, VENDOR/CONTRACTOR shall release and discharge COUNTY from the liabilities, obligations, and claims from this Agreement.

3.14 Use of Funds

3.14.1 TRAINEE's relatives (as defined in Labor Code Section 2066(d)) may not be employed by VENDOR/CONTRACTOR for the duration of this Agreement.

3.14.2 Funds provided under this Agreement shall not be used for lobbying activities as prohibited under Title 31 USC 1352, the Byrd-Anti Lobbying Amendment.

3.14.3 VENDOR/CONTRACTOR shall not conduct sectarian activities and shall not allow the TRAINEE to work on the construction, operation, or maintenance of any facility that is used or to be used for sectarian instruction or as a place of religious worship.

3.14.4 Funds provided under this Agreement shall not be used to assist, promote, or deter union organizing.

3.14.5 Neither the TRAINEE nor funds received under this Agreement shall be used to conduct or support political activities.

3.15 Maintenance of Effort

VENDOR/CONTRACTOR shall continue all training efforts in existence prior to this Agreement and shall not and will not reduce the level or expenditure for training in any way as a result of this Agreement.

3.16 Disputes

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed by agreement shall be decided by COUNTY, who shall reduce its decision to writing and mail or otherwise furnish a copy thereof to VENDOR/CONTRACTOR. The decision of COUNTY shall be final and conclusive unless, within 30 calendar days from the date of receipt of such copy, VENDOR/CONTRACTOR mails or otherwise furnishes, to the State of California, a written appeal. The decision of the State for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this provision, VENDOR/CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending a final decision of a dispute hereunder, VENDOR/CONTRACTOR shall proceed diligently with the performance of the Agreement and in accordance with COUNTY's or the State's decision.

3.17 Non-Competitive Agreements

VENDOR/CONTRACTOR shall not require the TRAINEE to sign any non-competitive agreement that would limit the future employment of the TRAINEE in respect to any period of time and/or geographic limits.

3.18 Public Access

At any time during normal business hours, and as often as deemed necessary, COUNTY, the State of California, U.S. Department of Labor, or other authorized Federal agencies or its agents have the right to observe and monitor all conditions and activities involved in the performance of this Agreement to assure that the progress and quality of training are in compliance with the terms of this Agreement.

3.19 Incident Reporting

VENDOR/CONTRACTOR shall be alert for instances of fraud, abuse, and other criminal activity relative to the county--funded activities and services provided under this Agreement. Any such instance shall be immediately reported to COUNTY within twenty-four (24) hours of discovery or receipt of information of such instance. Following initial notification, VENDOR/CONTRACTOR shall submit a written report using the COUNTY Incident Report Form. (Reference: Self Sufficiency/HHSA COUNTY Policy & Procedure, Incident Reporting.)

3.20 Legal Relationship/Independent VENDOR/CONTRACTOR

3.20.1 It is understood and agreed that VENDOR/CONTRACTOR is performing this Agreement as an independent VENDOR/CONTRACTOR. VENDOR/CONTRACTOR and the officers, agents and employees of VENDOR/CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. As an independent legal entity, VENDOR/CONTRACTOR holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed that VENDOR/CONTRACTOR has no

authority to act for or on behalf of COUNTY other than acting as an Employer for TRAINEEs in carrying out and performing the terms of the Agreement.

3.20.2 VENDOR/CONTRACTOR shall, at VENDOR/CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on VENDOR/CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by VENDOR/CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to VENDOR/CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, VENDOR/CONTRACTOR shall be solely responsible for all such payments.

3.21 Insurance

To the extent required by law, VENDOR/CONTRACTOR shall obtain and maintain workers' compensation insurance in full force and effect throughout the term of Agreement for the performance of any of VENDOR/CONTRACTOR's duties under this Agreement and shall provide COUNTY with certification of such coverage upon request by COUNTY's Contracts Manager.

3.22 Indemnification

To the full extent permitted by law, VENDOR/CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of VENDOR/CONTRACTOR or its officers, agents, employees, volunteers, VENDOR/CONTRACTORS and subVENDOR/CONTRACTORS in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers or other VENDOR/CONTRACTORS or their subVENDOR/CONTRACTORS. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

3.23 Notices

All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this section shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier. Any mailed notice, demand, request, consent, approval or communication that COUNTY desires to give to VENDOR/CONTRACTOR shall be addressed to VENDOR/CONTRACTOR's Contact Person at the mailing address set forth in Section 1 of this Agreement. Any mailed notice, demand, request, consent, approval or communication that VENDOR/CONTRACTOR desires to give to COUNTY shall be addressed to COUNTY's Contract Administrator at the mailing address set forth in Section 1

of this Agreement. Either party may change its address by notifying the other party of the change of address.

3.24 Attorney's Fees

In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

3.25 Venue

This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California.

3.26 Severability

For any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

3.27 Displacement of Currently Employed Workers

No currently employed worker of EMPLOYER shall be displaced by the TRAINEE, including a partial displacement such as a reduction in the hours, wages, or employment benefits. No TRAINEE shall be placed into a position which is currently vacated by an employee who is on layoff or into a position in which EMPLOYER has terminated the employment of an employee with the intention of filling the position with a TRAINEE. This Agreement shall not infringe in any way upon the promotional opportunities of current employees. If the EMPLOYER hires a CalWORKs recipient, the EMPLOYER is required to post the attached Notice to Employees at its worksite (Attachment 1). This Notice provides employees with information about their right to file a grievance about displacement of employees resulting from an employer using Welfare-to-Work participants under the CalWORKs program.

3.28 Vendor Assurance of Compliance with the Napa County Welfare Department Nondiscrimination in State and Federally Assisted Programs

VENDOR/CONTRACTOR agrees to abide by the Vendor Assurance of Compliance with the Napa County Welfare Department Nondiscrimination in State and Federally Assisted Programs attached and incorporated into this Agreement as Attachment G.

3.29 Waiver and Severability

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. If any provision of this Agreement, or any portion

thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

3.30 Entirety of Contract

This Agreement, including documents incorporated by reference and not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

SECTION 4. Incorporated Documents

The following documents are incorporated by reference herein and attached:

- ATTACHMENT A: Reimbursement
- ATTACHMENT B: Subsidy Reimbursement Schedule
- ATTACHMENT C: Request for Payment Invoice
- ATTACHMENT D: Work Based Training Participant Plan
- ATTACHMENT E: Skills Training Outline for On-the-Job Training
- ATTACHMENT F: Soft Skills Performance Review for Work Based Training Programs
- ATTACHMENT G: Vendor Assurance of Compliance
- ATTACHMENT H: Notice to Employee

REIMBURSEMENT

1. REIMBURSEMENT

1.1 VENDOR/CONTRACTOR may submit claims in accordance with the rates set forth in the Attachment B ("Reimbursement Schedule"). Total allowable reimbursement to VENDOR/CONTRACTOR shall not exceed \$50,000 per fiscal year.

1.2 This is a cost reimbursement Agreement. In consideration for the training to be provided by VENDOR/CONTRACTOR, as the Employer, and in compensation for the extraordinary costs associated with such training, VENDOR/CONTRACTOR shall receive up to the percentage shown in Attachment B. The reimbursement shall not exceed the percentage displayed in Attachment B paid by VENDOR/CONTRACTOR, as the Employer, and earned by TRAINEE during the term of this Agreement. The wage rate is set forth in Attachment B - Reimbursement Schedule.

1.3 COUNTY will pay reimbursements for all months prior to the final month of the Program, monthly upon receipt and verification of payroll records submitted by VENDOR/CONTRACTOR. For the final month, COUNTY will pay reimbursement upon receipt of payroll records and verification of Attachment E- Work Based Skills Training Outline for On-the-Job Training and Attachment F- Work Based Training Soft Skills Performance Review for all Work Based Training Programs.

1.4 Employer understands that wage reimbursement payments will not be based upon overtime, shift differential, premium pay and other non-regular wages, including payment on behalf of TRAINEE to any benefit or retirement plans, nor will the payments be based on such periods of time as illness, holidays, planned downtime, or other events in which no actual training occurs.

1.5 County may provide a performance-based incentive payment to VENDOR/CONTRACTOR for Expanded Subsidized Employment placements as follows: Payments are to be considered "additional compensation" up to the amount of \$1,500 dollars as long as the VENDOR/CONTRACTOR continues to employ the TRAINEE for 90 days post completion of the ESE placement period at a minimum of the same pay rate and hours as agreed upon in Attachment B and throughout the duration of the ESE placement. In order for the VENDOR/CONTRACTOR to be eligible for this payment, the VENDOR/CONTRACTOR must provide verification of TRAINEE'S continued employment to the COUNTY.

2. LIMITATIONS AFFECTING PAYMENTS

2.1 VENDOR/CONTRACTOR will maintain accurate time, attendance, payroll, and other employee records in support of amounts reimbursed under this Agreement. VENDOR/CONTRACTOR shall provide documentation supporting its services and claims as required by COUNTY at any time in order for COUNTY to substantiate its claims for payment. VENDOR/CONTRACTOR shall provide required documentation irrespective of whether payment for such claims has already been made.

2.2 VENDOR/CONTRACTOR shall substantiate its claims for payment by providing documentation evidencing that, at minimum, its services and claims meet all applicable state and federal funding requirements. VENDOR/CONTRACTOR understands that state and federal funding may be used, in whole or in part, to pay VENDOR/CONTRACTOR; for purposes of substantiating its claims for payment, VENDOR/CONTRACTOR assumes that state and federal funding is used in whole. If VENDOR/CONTRACTOR fails to substantiate its claims within a reasonable timeframe, COUNTY may deny payment on such claims. In addition, if VENDOR/CONTRACTOR fails to substantiate its claims within a reasonable timeframe and such delay precludes COUNTY from claiming to state and federal funding sources, COUNTY shall deny payment on such claims. VENDOR/CONTRACTOR and COUNTY understand that reasonable timeframe is not defined by state and federal claiming deadlines.

2.3 Failure of VENDOR/CONTRACTOR to comply with the provisions of this Section 2, or with all applicable state and federal laws, rules, regulations, and funding requirements, may result in immediate suspension and/or denial of all payments.

2.4 VENDOR/CONTRACTOR's services, documentation, and claims are subject to audits conducted by COUNTY, the State of California, Federal Government, or other auditors. VENDOR/CONTRACTOR shall maintain, provide and make available for inspection all documentation pertaining to this Agreement upon request of any entity as having fiscal or programmatic responsibility including, but not limited to, agents or duly authorized representatives of COUNTY, federal and state government. Such request may be made of VENDOR/CONTRACTOR up to four (4) years after payments for services have been made, or longer if otherwise required by state and federal laws, rules, and regulations. If the audit is retrospective and payments for services have already been made, any resulting audit exemptions, disallowances, recoupment, and lost revenues shall be repaid to COUNTY.

2.5 VENDOR/CONTRACTOR shall make COUNTY whole for audit exemptions, disallowances, recoupment, and lost revenues discovered through any of the audits under this Section 2, including, but not limited to, VENDOR/CONTRACTOR's errors or omissions.

2.6 To the extent VENDOR/CONTRACTOR shall make COUNTY whole under this Section 2, for audit exemptions, disallowances, recoupment, and lost revenues, COUNTY may offset against amounts otherwise owed to VENDOR/CONTRACTOR for payments for past services, offset against payments for future services for which VENDOR/CONTRACTOR provides, or demand immediate repayment without offset.

2.7 VENDOR/CONTRACTOR shall generate any corrective action plans, performance improvement plans, or other related plans, required by COUNTY, the State of California, Federal Government, or other auditors, in order to assure that all relevant state and federal funding requirements are satisfied.

2.8 VENDOR/CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from VENDOR/CONTRACTOR's failure to comply with all applicable state and federal program requirements including, but not limited to, any penalties or fines, which may be assessed under a federal or state False Claims Act provision or a False Statements.

Attachment B

SUBSIDY REIMBURSEMENT SCHEDULE

1. The VENDOR/CONTRACTOR may request reimbursement for:

Trainee's Initials:			
Trainee's Job Title:			
Maximum Training Hours per Month		Hourly Wage Rate	
Maximum Reimbursement Rate Per Hour			

2. Back-up documentation that must be submitted with each invoice (Exhibit E-Request for Payment).

- a) Original signed invoice completed in ink
- b) Copy of the payroll register or paystub
- c) Copy of signed timecards

3. Period and Calculation of Subsidy Reimbursement as follows:

☐ On-the-Job Training

From	To	Hourly Wage	50% Reimbursement Rate	Total Contract Hours	Total Contract Reimbursement
		\$	\$		

☐ Transitional Job

From	To	Hourly Wage	100% Reimbursement Rate	Total Contract Hours	Total Contract Reimbursement
		\$	\$		

☐ Expanded Subsidized Employment- ESE

From	To	Hourly Wage	Maximum Reimbursable Hourly Wage	Reimbursement Rate (%)	Reimbursed Hourly Wage
		\$	\$	100%	\$
		\$	\$	50%	\$
		\$	\$	25%	\$

<i>Employer Name</i>
<i>Vendor Code</i>
<i>Street Address</i>
<i>City / State / Zip</i>
<i>Phone #</i>
<i>Employer Contact Name</i>

REQUEST FOR PAYMENT INVOICE

<i>Contract Number</i>
<i>Contract Amount</i>
<i>Effective Contract Dates (from – to)</i>
<i>Max Contract Work Hours</i>
<i>Invoice #</i>
<i>Billing Period: (from – to)</i>

Participant Name _____ Case # _____

[illegible]

Calculation of Reimbursement

Month 1 and 2	<u>Hrs Worked</u>	X	\$ <u>Hourly Rate</u>	X 100%	Total = \$ _____
Month 3 and 4	<u>Hrs Worked</u>	X	\$ <u>Hourly Rate</u>	X 50%	Total = \$ _____
Month 5 to completion	<u>Hrs Worked</u>	X	\$ <u>Hourly Rate</u>	X 25%	Total = \$ _____
Total Reimbursement Due		\$	_____		

Participant Signature	Date	Supervisor Signature	Date
-----------------------	------	----------------------	------

<i>Employer Authorized Signature</i>	<i>Date</i>	<i>Telephone Number</i>
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If Employer and Supervisor are the same individual, only sign off as Employer. Comments are required upon early termination. **Employer must submit invoice no later than 30 days of billing period for payment.**

Employer Services

Reviewed by: _____ Date: _____

☐ CalWORKS ☐ Other (specify): _____

Amt of Reimbursement	\$	Cumulative YTD Reimbursement	\$	Current Balance	\$
Cumulative Hrs		Balance			

Attachment D

WORK-BASED TRAINING PARTICIPANT PLAN- PAID AGREEMENTS

Training is intended to aid the TRAINEE acquiring occupational skills through hands-on learning. This Individual Training Program is to serve as the guideline for training by identifying the basic skills and qualifications necessary for the TRAINEE to successfully complete training and retain employment within their occupation.

Training Agreement Information			
Trainee's Initials		ESW's Name	
Trainee's Job Title			
Business Contact Name & Title			
Business Name		Employer FEIN#	
Business Address		# of Full-Time Employees	
Training Program	☐ WTW ESE Subsidy Structure: Tiered Subsidy: See EXHIBIT D ☐ OJT Subsidy Structure: 50% Subsidy ☐ Transitional Job Subsidy Structure: 100% Subsidy		
Hourly Wage		Total Training Hours	
Anticipated Schedule	Days of the Week:	Hours Per Day:	
Total Contract Reimbursement Amount:			
Contract Start Date		Contract End Date	
Mid Evaluation Due Date		Final Evaluation Due Date	
Contact information for the person who will be responsible for the training of the Trainee			
Name & Title		Phone #	
Email			
Contact information for the individual authorized to sign claims for reimbursement for this Agreement			
Name		Title	
Email		Phone #	
Signature:			
Date:			

Attachment E

Paid Work-Based TRAINING PROGRAM – SKILLS TRAINING OUTLINE

Evaluation Type	☐ Mid Review	☐ Final Review	☐ Interim Review	Review Date	
Trainee's Initials		Trainee's Job Title			
Supervisor's Name				Phone #	
Contract Start Date			Estimated Date of Completion		

EVALUATION SECTION

Evaluate the trainee's performance using the following rating scale:

1	Has not made satisfactory progress toward achieving proficiency level
2	Is making progress toward achieving proficiency level
3	Is performing at proficiency level
4	Is performing above proficiency

List the competencies the trainee will become proficient at: Competencies are based on industry skills and job specific standards. (To be completed by county staff for each participant)		# of Training Hours Required	FINAL ASSESSMENT			
1			1	2	3	4
2.			1	2	3	4
3.			1	2	3	4
4.			1	2	3	4
5.			1	2	3	4
6.			1	2	3	4
7.			1	2	3	4
8.			1	2	3	4
9.			1	2	3	4
10.			1	2	3	4

VERIFICATION SECTION

SUPERVISOR	I have evaluated the skills of the employee objectively and have reviewed the results of the evaluation with the trainee		
Additional Comments:			
Supervisor Signature		Date	
TRAINEE	This evaluation has been reviewed with me		
Additional Comments:			
Trainee's Signature		Date	

Attachment F

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Attachment G

VENDOR/VENDOR/CONTRACTOR ASSURANCE OF COMPLIANCE WITH THE NAPA COUNTY WELFARE DEPARTMENT NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/CONTRACTOR:

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/CONTRACTOR 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/CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the VENDOR/CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

VENDOR/CONTRACTOR's Printed Name	
VENDOR/CONTRACTOR's Title	
Signature	
Date	

Attachment H

NOTICE TO EMPLOYEES

California Work Opportunity and Responsibility to Kids (CalWORKs) Program

Welfare-to-Work participants are working at this location.

State law prohibits employers from using Welfare-to-Work participants in a way that will cause other employees to lose their job, to be laid off, or to have their work hours reduced, including overtime hours currently being worked.

An employer cannot place Welfare-to-Work participants into jobs that would otherwise be promotional opportunities for existing employees, unless such promotions are filled through an open process in which recipients are provided equal opportunity to compete.

An employer must not violate any personnel or collective bargaining agreement rules when including a Welfare-to-Work participant in his or her work force, including the following:

- ☐ The filling of a position prior to compliance with applicable personnel procedures or provisions of collective bargaining agreements.
- ☐ Fill any unfilled public agency positions, unless the positions are unfunded in the agency's budget.
- ☐ The filling of a position created by termination, layoff, or reduction in work force, caused by the employer's intent to fill the position with a subsidized position.
- ☐ A strike, lockout, or other bona fide labor dispute, or violation of any existing collective bargaining agreement between employees and employers.
- ☐ The filling of a work assignment customarily performed by a worker in a job classification covered by a collective bargaining agreement in that specific worksite, or the filling of a work assignment in any bargaining unit in which funded positions are vacant or in which regular employees are on layoff.
- ☐ Terminating a contract for work before it ends, causing the workers under the contract to be fully or partially replaced.
- ☐ Denying Welfare-to-Work participants protections provided other workers on the worksite under state and federal workplace health, safety, and representation laws.

If you believe your employer has violated any of the above rules, you or your representative may file a complaint with the Napa County welfare department. Upon receipt of a written complaint, the county will work with you and your employer to try to resolve the complaint informally. This informal resolution period will not be more than ten calendar days. The county shall send a letter to you and your employer no later than the twentieth calendar day from the date the county received your complaint. The letter will tell you of your employer's response to the complaint, and any actions your employer is willing to take to resolve the complaint informally.

If you are dissatisfied with your employer's informal response or the problem cannot be resolved informally, you may request a formal hearing with the State of California. A written request for a formal hearing must be filed within ten calendar days after receiving the county's informal resolution letter. Formal hearings shall be conducted by the California Department of Social Services, State Hearings Division.

For union employees, any grievance procedure in the collective bargaining agreement shall be used instead of this displacement grievance procedure.

Note: A complaint against your employer must be in writing and must contain the following:

- Your full name, mailing address (if you have one), and telephone or message number (if you have one).
 - ☐ If you do not have a mailing address or a message number, we will have no way to tell you the result of the informal resolution. You may still file a complaint, but you are responsible for following up with the county to learn the result.
- The full name and address of your employer.
- A clear and brief statement of the facts, including important dates, which have led you to file this complaint.
- A statement that you are filing this complaint under penalty of perjury.
- Your Signature.

SEND YOUR COMPLAINT TO THE ADDRESS BELOW

Napa County Health and Human Services
Attn: Casey Rockwood, Deputy Director of Administrative
Services
2751 Napa Valley Corporate Dr., Napa CA 94558