

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of July 1, 2015, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", the MENDOCINO COUNTY WORKFORCE DEVELOPMENT BOARD, hereinafter referred to as the "WDB" and Redwood Community Services, Inc. hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY and the WDB desires to obtain CONTRACTOR for its employment and training services for adults, dislocated workers and businesses, hereinafter referred to as "SERVICES" per the Workforce Innovation and Opportunity Act (WIOA), formerly known as the Workforce Investment Act (WIA); and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY and the WDB.

NOW, THEREFORE it is agreed that COUNTY and the WDB does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Assurance of Compliance with Nondiscrimination
- Appendix A Certification Regarding Debarment, Suspension, and other Responsibility Matters – lower tier covered transactions

The term of this Agreement shall be from July 1, 2015 through June 30, 2016.

The compensation payable to CONTRACTOR hereunder shall not exceed Two hundred thirty-nine thousand one hundred ninety-two dollars (\$239,192) for the term of this Agreement.

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

**COUNTY OF MENDOCINO
PLANNING AND BUILDING SERVICES
AGENCY:**

By: _____
STEVE DUNNICLIFF, PBS Director

Date: _____
Budgeted: Yes No
Budget Unit:
Line Item:
Org/Object:
Grant: Yes No
Grant No.:

COUNTY OF MENDOCINO

By: _____
CARRE BROWN, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

Date: _____

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

Date: _____

**INSURANCE REVIEW:
RISK MANAGER**

By: _____
KRISTIN McMENOMEY, Director
General Services Agency

CONTRACTOR/COMPANY NAME

By: _____
Signature

Printed Name: Camille Schraeder

Title: Executive Director

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

Redwood Community Services, Inc. _____

PO Box 422/780 South Dora St. _____

Ukiah, CA 95482 _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

DOUGLAS L. LOSAK, Interim County Counsel

By: _____
Deputy

Date: _____

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: _____
CARMEL J. ANGELO, Chief Executive Officer

Date: _____

FISCAL REVIEW:

By: _____
Deputy CEO/Fiscal

Date: _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY or the WDB in any capacity whatsoever, and COUNTY and the WDB shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY and/or the WDB may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY or the WDB.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY and the WDB is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. INDEMNIFICATION: CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever including damages to property and injuries to, or death of persons, reasonable attorney's fees, expert fees and court costs occurring or resulting, or alleged to be occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connections with the CONTRACTOR'S performance or its obligations under this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting, or alleged to be occurring or resulting, to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of its obligations under this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. INSURANCE AND BOND: CONTRACTOR shall at all times during the term of the Agreement with the COUNTY and the WDB maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. WORKERS' COMPENSATION: CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY or the WDB any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
5. CONFORMITY WITH LAW AND SAFETY:
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY and the WDB harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.
 - b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly

submit to COUNTY and the WDB a written report, in such form as may be required by COUNTY and the WDB of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's and/or the WDB's equipment, tools, material, or staff were involved.

- c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY and the WDB the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.
7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby agrees to provide to a private, not-for-profit, successor and if there is none then assigns the COUNTY and the WDB and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the WDB, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY and the WDB to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and the WDB and any assignee of the COUNTY and the WDB an express royalty – free license to retain and use said Documents and Materials. The COUNTY's and the WDB's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

CONTRACTOR shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the CONTRACTOR and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the COUNTY and the WDB harmless from any claims for infringement of patent or copyright arising out of such selection.

The COUNTY's and the WDB's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY and the WDB: Mendocino County
Workforce Investment Board
631 S. Orchard Ave.
Ukiah, CA 95482
Attn: WDB Administrator

To CONTRACTOR: Redwood Community Services, Inc.

PO Box 422/780 South Dora St.
Ukiah, CA 95482
ATTN: Camille Schraeder

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. **USE OF COUNTY PROPERTY:** CONTRACTOR shall not use County or WDB property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** CONTRACTOR certifies that it will comply with all federal and state laws pertaining to equal employment opportunity and that it shall not engage in any unlawful discrimination.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Veteran's status, political affiliation, or any other non-merit factor.
 - b. CONTRACTOR shall, if requested to so do by the COUNTY or the WDB, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY or the WDB, CONTRACTOR shall provide the COUNTY or the WDB with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.

13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's and the WDB's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY or WDB facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.
16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY and the WDB, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY and the WDB, and shall furnish to the COUNTY and the WDB, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY and the WDB may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with County and WDB requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY and the WDB, make such books and records available to the COUNTY and/or the WDB for inspection at a location within County or CONTRACTOR shall pay to the COUNTY and/or the WDB reasonable, and necessary costs incurred by the COUNTY and/or the WDB in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY and the WDB further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the

COUNTY and the WDB, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY and the WDB makes the final or last payment or within four (4) years after any pending issues between the COUNTY, the WDB and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY and the WDB for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY and the WDB), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's and the WDB's last payment to CONTRACTOR under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY and the WDB have and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR prior written notice. In the event that the COUNTY or the WDB should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its SERVICES shall not exceed \$239,192 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
20. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws

of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. ADVERTISING OR PUBLICITY: CONTRACTOR shall not use the name of County and the WDB, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY, the WDB and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties.
26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY or the WDB has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY and/or the WDB may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY and the WDB, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's and/or WDB's request and shall thereafter

diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

29. **SUBCONTRACTING/ASSIGNMENT:** CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's or the WDB's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. CONTRACTOR shall use subcontractors identified in Exhibit "A" and shall not substitute subcontractors without COUNTY's and the WDB's prior written approval.
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
30. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
31. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. **PATENT AND COPYRIGHT INDEMNITY:** CONTRACTOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("CONTRACTOR Products") provided to COUNTY and the WDB under this Agreement infringe any patent, copyright or other proprietary right. CONTRACTOR shall defend, indemnify and hold harmless COUNTY and the WDB of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any CONTRACTOR Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.
 - a. COUNTY and the WDB will: (1) notify CONTRACTOR promptly of such claim, suit or assertion; (2) permit CONTRACTOR to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to

enable CONTRACTOR to do so. CONTRACTOR shall not agree without COUNTY's prior written consent, to any settlement, which would require COUNTY and the WDB to pay money or perform some affirmative act in order to continue using the CONTRACTOR Products.

- b. If CONTRACTOR is obligated to defend COUNTY and the WDB pursuant to this Section 32 and fails to do so after reasonable notice from COUNTY, COUNTY and the WDB may defend itself and/or settle such proceeding, and CONTRACTOR shall pay to COUNTY and the WDB any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with COUNTY's and the WDB's defense and/or settlement of such proceeding.
- c. In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY and the WDB the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.
- d. Notwithstanding this Section 32, COUNTY and the WDB retains the right and ability to defend itself, at its own expense, against any claims that CONTRACTOR Products infringe any patent, copyright, or other intellectual property right.

33. OTHER AGENCIES:

Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The CONTRACTOR is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the CONTRACTOR elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A
DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

A. WIOA TITLE IB YOUTH PROGRAM

1. Provide Youth Services to customers ages 14-24 with at least 50% of the funding to be expended on out-of-school youth and a minimum 20% of the funding to be expended on work experience. Youth services consists of the fourteen program elements and eligibility determination criteria cited in the Workforce Innovation Act of 2014, WIOA Law H.R. 803, Section 129 and Department of Labor Training and Employment Guidance Letter 23-14 as follows:
 - a. Tutoring, study skills training, instruction and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized post-secondary credential;
 - b. Alternative secondary school services, or dropout recovery services, as appropriate;
 - c. Paid and unpaid work experiences that have academic and occupational education as a component of the work experience, which may include the following types of work experiences:
 - (1) Summer employment opportunities and other employment opportunities available throughout the school year;
 - (2) Pre-apprenticeship programs
 - (3) Internships and job shadowing; and
 - (4) On-the-job training opportunities;
 - d. Occupational skill training, which includes priority consideration for training programs that lead to recognized post-secondary credentials that align with in-demand industry sectors or occupations in the local area involved;
 - e. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
 - f. Leadership development opportunities, including community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors;
 - g. Supportive services;
 - h. Adult mentoring for duration of at least 12 months that may occur both during and after program participation;
 - i. Follow-up services for not less than 12 months after the completion of participation;
 - j. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual youth;
 - k. Financial literacy education;
 - l. Entrepreneurial skills training;

EXHIBIT A – Page 2
DEFINITION OF SERVICES

- m. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services; and
 - n. Activities that help youth prepare for and transition to post-secondary education and training.
2. Provide Training Services to WIOA registered customers as follows:
- a. Skill upgrading and retraining
 - b. GED and basic skills
 - c. Job readiness
 - d. Vocational and Occupational skills
 - e. Entrepreneurial training
 - f. Customized training
3. Provide other Youth Services and Eligibility determination criteria as required under WIOA and by the WDB:
- a. Outreach and recruitment
 - b. Screening, eligibility determination for WIOA services and referral to partner agencies as appropriate.
 - c. Coordination and linkages with One- Stop and community partners
 - d. Objective assessment/Individual Service Strategy (ISS)
 - e. Comprehensive Case Management
- B. Management Information System (MIS)/Participant Performance Reporting/Cross Training
- 1. Review and enter all completed WIA/WIOA forms in the State EDD Workforce Services Division case management system, The New CalJOBS, to ensure real time data is available to the WDB and State. Ensure accuracy prior of data transfer from the CalJOBS system to EDD, per State requirements.
 - 2. Produce and provide monthly CalJOBS reports. Produce and provide CalJOBS reports to the WDB/County Administrative Staff. The universal access reports for each center shall include numbers indicating the following:
 - a. Unique customers
 - b. Total customers
 - c. Total customer services
 - 3. Provide file review to ensure that all Federal, State and Local guidelines and policies are being followed.

EXHIBIT A – Page 3
DEFINITION OF SERVICES

4. Maintain in-house hard copy files for all registered participants containing:
 - a. All required eligibility and supportive service documentation
 - b. MIS forms
 - c. ISS for youth
 - d. Approved Individual Training Accounts (ITA) documentation progress reports, and time and attendance if receiving training
 - e. Case notes (electronic file acceptable)
5. Provide files to County WIOA Administrative Staff for yearly Local and State monitoring.

C. MANAGEMENT OF PROGRAM BUDGET

1. The total allocation will be expended to deliver the Program services as specified within Exhibit B of the Contract per the Workforce Innovation and Opportunity Act and delineated in sections A and B above.
 - a. Actual vs. Budget by fund and service component
 - i. Analyze the current expenditures compared to budgeted amounts.
 - ii. Make adjustments as necessary to assure projected expenses are allowable and within funding levels.
 - iii. Create and present monthly budget to actual report to the WDB/County Administrative Unit.
 - b. Analyze year-to-date expenditures to assure that they are accurate and allowable, and are within funding levels.
2. Perform duties and functions as necessary to perform:
 - a. Staff and participant payroll
 - b. Accounts payable
 - c. Accounts receivable
3. Reporting
 - a. Submit monthly Expenditure reports to the WDB/County Administrative staff with expenditure data and invoices broken out by appropriate cost categories per the schedule delineated in Exhibit B of the contract.
 - b. Submit information as requested by the Administrative Agency, State EDD and the Workforce Investment Board to comply with Local and State reports.
4. Annual CONTRACTOR, Corporation Reports shall be submitted per State and Federal law.
5. WIA/WIOA Purchased Property
 - a. An inventory of WIA/WIOA purchased property located at all locations will be checked once per year and submitted to the WIOA Administrative Staff.
 - b. All WIA/WIOA purchased property will be maintained as needed.
6. Maintain records and access to records per the WIOA regulations.

EXHIBIT A – Page 4
DEFINITION OF SERVICES

7. Provide WDB/County Administrative staff with program data as needed for State mandated reports, surveys or compliance reviews.
8. Provide data for applications for funding opportunities to the WIOA Administrative Agency.

D. MARKETING

1. Create and maintain a website with information detailing all program services and include the America’s Job Center’s logo and the WDB logo with along with a statement referencing funding from the County/WDB. The WDB logo is to minimally of the same size and placement as contractors logo on all marketing materiel including web-site.
2. Provide written material in English and Spanish

E. PERFORMANCE MEASURES (YOUTH)

The Contractor will meet but not exceed all Youth Performance Measures as they are developed in negotiation with: the State Employment Development Department, Workforce Services Division, the Chief Local Elected Officials and the Mendocino County Workforce Investment Board.

Performance Measures PY 2015-2016*	
Youth	
Placement in Employment or Education	65%
Attainment of Degree or Certificate	55%
Literacy and Numeracy Gains	50%

**Performance measures listed are from the final PY 2014-2015 performance results posted in WSD 14-6, dated December 23, 2014 and will serve as the target for PY 2015-16, with the understanding they may be amended by the State*

F. SUBCONTRACTORS

None

End of Exhibit A



EXHIBIT B

PAYMENT TERMS

COUNTY/WDB will pay CONTRACTOR as per the following instructions:

Workforce Innovation and Opportunity Act*		
Youth		
PY 15/16	\$ 196,626	
PY 14/15 Carry-Forward *	\$ 42,566	
		\$ 239,192
Total Funding		\$ 239,192

Youth funds are determined per the Employment Development Department, Workforce Services Division, Information Notice WSIN14-53 dated May 13, 2015.

* Carry-Forward amounts are an estimate and are subject to change.

1. CONTRACTOR shall submit invoices that include actual expenditures per 20 CFR Section 667.220. Weekly expense invoices will be submitted no later than 5:00 p.m. on dates scheduled by the WIOA Administrator.
2. Weekly Participant funding projections and obligation reports are to be submitted with the expense invoice.
3. Late submittals may result in delay of payment.
4. Leverage Reports with required documentation are to be submitted Quarterly
5. Indirect costs not to exceed 24%
6. Job costing reports and payroll registers will be submitted each pay period.
7. Payments under this agreement shall not exceed \$239,192 for the term of this agreement.

[END OF PAYMENT TERMS]



EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected or appointed officials, employees or volunteers against any claims, actions, or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorney's fees, for personal injury or death, or for the loss or damage to the property, or any or all of them, to the extent arising out of the performance of this Agreement by CONTRACTOR.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONTRACTOR'S and subcontractors' employees.

CONTRACTOR shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D
CONTRACTOR ASSURANCE OF COMPLIANCE WITH
THE MENDOCINO COUNTY
HEALTH & HUMAN SERVICES AGENCY
**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

NAME OF CONTRACTOR: Redwood Community Services, Inc.

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, sexual orientation, 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 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, 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 CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date
PO Box 422/780 South Dora St. Ukiah, CA 95482
Address of CONTRACTOR

CONTRACTOR Signature

Appendix A

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
 - (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

Camille Schraeder

 (Type Name)
 Executive Director

 (Title)

 (Signature)

Redwood Community Services, Inc.

 (Organization Name)
 PO Box 422/780 South Dora St.
 Ukiah, CA 95482

 (Organization Address)

 (Date)