



City of Needles, California Request for City Council Action

CITY COUNCIL NPUA SARDA Regular Special

Meeting Date: September 28, 2021

Title: Unsubsidized WEX and Community Service Training MOU with the County of San Bernardino Transitional Assistance Department.

Background: The San Bernardino County Social Services requires persons receiving government assistance to work towards receiving education and job training. They are looking to place recipients into positions that can provide those benefits at no cost to the agency. The City of Needles is seeking to continue additional labor assistance at Parks, Golf Course maintenance, and the Animal Shelter. The Teamsters has recommended using this program to supplement the work force. This program does not replace any existing staff. Participation in this program requires enactment of a memorandum of understanding, which has been reviewed by the City Attorney.

Fiscal Impact: None

Recommended Action: Authorize City Manager to approve the Unsubsidized WEX and Community Service Training MOU with the County of San Bernardino Transitional Assistance Department

Submitted By: Tracy Beck, Human Resource Specialist

City Management Review: *Patricia J. Meyer for Rick Daniels* **Date:** 9/23/21

Approved: <input type="checkbox"/>	Not Approved: <input type="checkbox"/>	Tabled: <input type="checkbox"/>	Other: <input type="checkbox"/>
			Agenda Item: <u>10</u>

MEMORANDUM OF UNDERSTANDING
between
Transitional Assistance Department
and
City of Needles
for
Unsubsidized
Work Experience/Community Service Training

OCTOBER 15, 2021

WHEREAS, the State of California enacted the 1997 California Work Opportunity and Responsibility to Kids (CalWORKs) Act [Welfare and Institutions Code Section 11200, et seq.] which includes the provision of training services to Temporary Assistance to Needy Families (TANF) applicants/recipients; and

WHEREAS, the County of San Bernardino Transitional Assistance Department, hereinafter referred to as "TAD," administers the CalWORKs Program in accordance with Welfare and Institutions Code Section 11200 and California Department of Social Services (CDSS) Regulations MPP 42-700; and

WHEREAS, in order to comply with the CalWORKs Act and the CDSS regulations implementing said legislation, each County must arrange for or provide training services which include non-salaried (unsubsidized) Work Experience/Community Service, hereinafter referred to as WEX/Community Service training services, for its TANF customers; and

WHEREAS, the City of Needles, hereinafter referred to as "Provider," has experience in providing unsubsidized WEX/Community Service training to individuals through its function as a public or private non-profit entity; and

WHEREAS, TAD desires to enter into a non-financial Memorandum of Understanding (MOU) with the Provider for the provision of non-salaried WEX/Community Service training service assignments to San Bernardino County TANF customers;

NOW THEREFORE, TAD and Provider mutually agree to the following terms and conditions:

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I. DEFINITIONS

- A. **Assessment** – An appraisal of a participant's work history, employment skills, knowledge, abilities, education, current educational competency level, employability given current skills, physical or mental conditions that limit the ability to participate, local labor market conditions, and need for supportive services.
- B. **CalWORKs** – The acronym for California Work Opportunity and Responsibility to Kids, implemented through Assembly Bill 1542.
- C. **Case Manager** – TAD staff member who provides job services and case management services for TAD program participants. Used interchangeably with "ES" or "ESS."
- D. **Community Service** – An unpaid training activity that is performed in the public or private nonprofit sector under close supervision. It is intended to provide participants with basic job skills that can lead to employment while, if possible, providing a service to the community.
- E. **Employment Services Specialist (ESS or ES)** – Welfare-to-Work staff member who provides job services and case management services for Welfare-to-Work program participants. Used interchangeably with the term "Case Manager."
- F. **HS** – The acronym for Human Services. Oversees the nine Human Services Departments and fosters concern for social programs within the County and communities, as a whole.
- G. **Memorandum of Understanding (MOU)** – For the purpose of this document, a MOU is a contractual agreement between TAD and the Work Experience/Community Service provider. MOUs are established with the parent agency. One MOU can generate numerous training sites.
- H. **Participant** – An individual who has been determined eligible to participate in, and who is receiving service under, a program or agreement authorized by TAD. Used interchangeably with "recipient" or "customer."
- I. **Provider** – A public agency or private nonprofit organization that delivers educational, training, employment, or supportive services to TAD participants. Used interchangeably with "Service Provider."
- J. **Qualitative Measures** – An assessment of the degree of a participant's success in a WEX/Community Service training assignment in terms of such attributes as the ability to follow directions, to complete assignments, to dress appropriately, to behave appropriately at the training site, etc.
- K. **Quantitative Measures** – An assessment of the degree of a participant's success in a WEX/Community Service assignment in terms of punctuality, adherence to an assigned schedule, etc.
- L. **Recipient** – An individual receiving TANF benefits and who is registered with TAD. Used interchangeably with "participant" or "customer."
- M. **Service Provider** – A public agency or private nonprofit organization entity that delivers educational, training, employment, or supportive services to TAD participants. Used interchangeably with "Provider."
- N. **Supportive Services** – Services necessary to enable a participant who cannot afford to pay for such services to participate in a training program. Payment may be provided for transportation,

childcare, health care, and other reasonable expenses required for participation in the training program and may be provided directly or through cash assistance.

- O. TAD – Transitional Assistance Department. TAD administers public assistance programs such as Temporary Assistance for Needy Families (TANF), Cal-Learn (which serves pregnant/parenting teens on TANF who have not received a high school diploma or equivalent), CalFresh, Medi-Cal, and Welfare-to-Work.
- P. TANF – Temporary Assistance for Needy Families. The federal program under which CalWORKs is administered.
- Q. Training Site Request (TSR) – Training Site Requests (WTW 733.1 Form) are completed by the Provider staff to notify TAD of WEX/Community Service training positions within their department, agency, or office. The TSR indicates the site supervisor, number of WEX/Community Service trainees the site can accommodate, pertinent information about the site, training activities, and any prerequisites or special requirements of the position(s).
- R. Training Site Supervisor – Provider's staff member designated to supervise WEX/Community Service trainees and their activities during their training assignment. The staff member works with the TAD WEX/Community Service Coordinator and/or TAD Case Manager to ensure the participant is meeting Welfare-to-Work requirements.
- S. Welfare-to-Work (WTW) – WTW is a mandatory employment-focused program for most adults who are receiving cash aid under CalWORKs.
- T. Unsubsidized Employment – Direct employment without a subsidy from TAD or other government agency.
- U. WEX (Work Experience) – Refers to a training activity in the public or private sector under the close supervision of the activity service provider. WEX/Community Service training is intended to help provide basic job skills, enhance existing job skills, and possibly provide a needed community service that will lead to unsubsidized employment.
- V. WEX/Community Service Training Plan (WTW 733.5 Form) – The WEX/Community Service Training Plan, WTW 733.5 form, is an agreement between the participant and the Provider. It confirms specifics about the participant's WEX/Community Service assignment, such as position, supervisor, daily/weekly schedule and length of assignment. It serves as a reminder about attendance/progress submission, and about continued job search during the WEX/Community Service training assignment. It also serves as an informing notice by letting the participant know the areas he/she will be evaluated on while in WEX/Community Service training, what his/her responsibilities are during the Work Experience/Community Service training activity, and also TAD's responsibilities.
- W. Work Experience/Community Service Coordinator or WEX Coordinator – The TAD staff member designated to monitor the WEX/Community Service trainees' participation and progress in the WEX/Community Service training activity. Works with the Training Site Supervisor to ensure the participant is progressing and meeting his/her WTW Plan.
- X. Work Experience Trainees – Recipients of TANF who either must participate as a condition of receiving TANF benefits or who volunteer to participate in the program in order to become more financially self-sufficient.
- Y. WEX/Community Service Referral Form – The WTW 733.2 Referral Form is used to refer TAD participants to WEX/Community Service providers for enrollment in approved activities. The 733.2 Referral Form supplies the provider(s) with information pertaining to a TAD participant's referral and possible enrollment into the WEX/Community Service activity.

- Z. WEX/Community Service Site Supervisor Orientation – Orientation to the TAD WEX/Community Service training program. Conducted when the training site has not been previously used and/or the WEX/Community Service training site supervisor is new to the WEX/Community Service training program and procedure.

II. PROVIDER SERVICE RESPONSIBILITIES

Provider shall:

- A. Provide supervised unsubsidized WEX/Community Service training activities for participants assigned to a training site by TAD in the occupation(s) specified in the Training Site Request (TSR) (WTW 733.1 Form).
- B. Coordinate with the WEX/Community Service Coordinator in the referring TAD office to ensure that the participant has completed any pre-employment requirements such as a background check, drug test, physical exam, Tuberculosis test, etc., prior to placing the participant in unsubsidized WEX/Community Service training activities.
- C. Coordinate with the WEX/Community Service Coordinator in the referring TAD office to ensure that the participant is appropriate for, and will benefit from, the unsubsidized WEX/Community Service training activity.
- D. Coordinate the hours of participation in the unsubsidized WEX/Community Service training activity with the TAD ESS.
- E. Ensure all unsubsidized WEX/Community Service training positions are not created as a result of, or result in, any of the following:
 - 1. Displacement, or partial displacement, of current employees, including, but not limited to, a reduction in regular work hours and overtime hours, wages, or employment benefits;
 - 2. A strike, lockout, or other bona fide labor dispute, or the violation of any existing collective bargaining agreement between employees and employers;
 - 3. The filling of established, unfilled positions, unless the positions are unfunded in a public agency budget;
 - 4. The filling of positions which would otherwise be promotional opportunities for current employees;
 - 5. The filling of a position prior to compliance with applicable personnel procedures or provisions of collective bargaining agreements;
 - 6. The filling of a position created by termination, layoff, or reduction in workforce caused by the employer's intent to fill the position with a WEX/Community Service training participant;
 - 7. The filling of a work assignment customarily performed by a worker in a job classification within a recognized collective bargaining unit 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 layoffs.
- F. Assist and encourage WEX/Community Service training participants to compete for job openings for which they qualify in the Provider's agency. WEX/Community Service training participants assigned to public agencies shall be allowed to participate in classified service examinations equivalent to the positions they occupy as a trainee and participate in all open and promotional examinations for which experience in the position or other relevant experience may be qualifying.
- G. During the WEX/Community Service training activity, provide each participant with:

1. Reasonable and proper supervision and instruction regarding training activities.
 2. Safety instructions and equipment necessary to protect the participant and others from injury and to protect equipment and property from damage, in accordance with OSHA guidelines.
 3. The same working conditions as provided for Provider employees. Examples of which include, but are not limited to, coffee breaks and lunch breaks.
- H. Supply TAD with a monthly record of the participant's attendance and progress by the tenth of each month following the month of service or as requested. Provider shall evaluate participant progress using the Work Experience/Community Service Training Site Supervisor's Handbook and the work site's job standards which shall be discussed at the time of placement. Progress shall be stated in both quantitative measures and qualitative measures.
- I. Comply with the terms and conditions outlined in the Work Experience/Community Services Training Site Supervisor's Handbook. Examples of these terms and conditions include, but are not limited to, communication with TAD WEX/Community Service Coordinators and/or Case Managers, reporting participant progress and instances of participant injury, and adhering to Training Site Supervisor responsibilities.
- J. **Not** authorize or permit a TAD WEX/Community Service training participant to operate any privately owned or County owned vehicle in connection with a work experience or community service assignment under any circumstances.

III. PROVIDER GENERAL RESPONSIBILITIES

- A. In the performance of this MOU, Provider, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino. Provider certifies that neither it nor its principals is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a federal department or agency as required by Executive Order 12549 and implemented as 45 CFR, Part 76.
- B. Without the prior written consent of TAD, this MOU is not assignable by Provider either in whole or in part.
- C. Provider agrees not to enter into any subcontracting agreements for work contemplated under the MOU without first obtaining written approval from the TAD Director. Any subcontractor shall be subject to the same provisions as Provider in addition to all MOU provisions as required by County. Provider shall be fully responsible for the performance of any subcontractor.
- D. Provider shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this MOU, except for statistical information not identifying any participant. Provider shall not use or disclose any identifying information for any other purpose than carrying out the Provider's obligations under this MOU, except as may be otherwise required by law. This provision will remain in force even after the termination of the MOU.
- E. Contractor shall ensure that all staff, volunteers and/or subcontractors performing services under this Contract comply with the terms and conditions as set forth in the Human Services Information Privacy and Security Requirements prior to providing any services. Contractor shall immediately notify the County of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at <http://hss.sbcounty.gov/Privacy> are hereby incorporated by this reference.

F. Provider shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:

1. Assurance that all employees, agents, consultants or volunteers who perform services under this Agreement and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
2. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.

Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

G. Provider shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for any position in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a license from the State of California, which requires a DOJ clearance, is sufficient proof.

H. Contractor agrees to and shall comply with the following indemnification and insurance requirements:

1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
10. Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

11. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- 1) Premises operations and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse and underground hazards.
- 5) Personal injury.
- 6) Contractual liability.
- 7) \$2,000,000 general aggregate limit.

- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. For Cyber (internet) and Electronic Data Processing (EDP) contracts – Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.
- I. Provider shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the MOU and shall procure all licenses and pay all fees and other charges required thereby. Provider shall maintain all required licenses during the term of this MOU. Failure to comply with the provisions of this section may result in immediate termination of this MOU.
- J. Provider shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this MOU.
- K. Contractor agrees to and shall comply with the County’s Equal Employment Opportunity Program, Employment Discrimination, and Civil Rights Compliance requirements:
 - 1. Equal Employment Opportunity Program: The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and all rules and regulations adopted pursuant thereto: Executive Orders 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250; Title VII of the Civil Rights Act of 1964; Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000), the California Fair Employment and Housing Act; and other applicable federal, state, and county laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.
 - 2. Employment Discrimination: During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment or service recipient because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
 - 3. Civil Rights Compliance: The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County Human Services Contracts Unit within 30 days of awarding of the Contract. The

Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County shall supply a sample of the Plan format. The Contractor shall be monitored by the County for compliance with provisions of its Civil Rights Plan. Additionally, the Contractor shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement annually.

- L. Provider agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- M. Provider shall obtain and complete required documents as well as maintain satisfactory performance as outlined in this MOU.

IV. TAD RESPONSIBILITIES

TAD shall:

- A. Supply Provider with a copy of the Work Experience/Community Service Training Site Supervisor's Handbook.
- B. Retain the right to deny a participant's enrollment at the WEX/Community Service training site if the enrollment is not consistent with the participant's Action Plan or does not conform to regulations governing WEX/Community Service training activities.
- C. Pay for any pre-placement requirements such as a background check, drug test, physical exam, Tuberculosis test, etc., prior to placing the participant in unsubsidized WEX/Community Service training activities.
- D. Determine the number of hours a person may participate in an unsubsidized WEX/Community Service training activity and coordinate with Provider's schedule and need.
- E. Have the right to observe and monitor all activities involved in the performance of this MOU.

V. MUTUAL RESPONSIBILITIES

- A. TAD and Provider agree they will establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this agreement and appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.
- B. TAD and Provider agree they will establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem resolution up through TAD's and Provider's mutual chain of command, as deemed necessary.
- C. TAD and Provider agree to develop and implement procedures and forms necessary to administer and document program referral, participation, compliance and effectiveness.

VI. FISCAL PROVISIONS

- A. Provider is prohibited from making any payments to the participant for training activities performed under this MOU. It is further stipulated that financial remuneration shall not be paid by TAD for WEX/Community Service training provided by the County and/or TAD to TAD participants.
- B. Unsubsidized WEX/Community Service training participants are covered for Workers' Compensation benefits through the California Department of Social Services under a contract with the State Compensation Insurance Fund (SCIF). All benefits are administered and authorized through the SCIF.

VII. RIGHT TO MONITOR AND AUDIT

- A. HS administrative support staff for TAD or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Inspector General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Provider in the delivery of services provided under this MOU. Full cooperation shall be given by Provider in any auditing or monitoring conducted.
- B. Provider shall cooperate with TAD in the implementation, monitoring and evaluation of this MOU and comply with any and all reporting requirements established by this MOU.
- C. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by HS administrative support staff for TAD, Federal and State representatives for a period of three years after termination of the MOU or until all pending County, State and Federal audits are completed, whichever is later. Records of Provider which do not pertain to the services under this MOU shall not be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon TAD's reasonable advance written notice or turned over to TAD.
- D. Provider shall provide all reasonable facilities and assistance for the safety and convenience of TAD's representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of Provider.
- E. TAD/WTW may hold an on-site visit (OSV) within the forty-five (45) day period following the participant's start date at the WEX site, and at any other time deemed necessary. The purpose of the OSV is to ensure that both TAD/WTW and the Provider have a clear, comprehensive, and mutual understanding of the terms and conditions of this MOU.

VIII. TERM

This Memorandum of Understanding (MOU) is effective as of October 15, 2021 and expires October 14, 2024, but may be terminated earlier in accordance with provisions of Section IX of this MOU.

IX. EARLY TERMINATION

- A. This MOU may be terminated without cause upon thirty (30) days written notice by either party. The TAD's Director is authorized to exercise TAD's rights with respect to any termination of this MOU. The Provider's authorized representative has authority to terminate this MOU on behalf of Provider.
- B. If, during the term of this MOU, State and/or Federal funds appropriated for the purposes of this MOU are reduced or eliminated, TAD may immediately terminate this MOU upon written notice to Provider.

X. GENERAL PROVISIONS

- A. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any MOU document shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- B. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

XI. CONCLUSION

- A. This MOU, consisting of thirteen (13) pages is the full and complete document describing services to be rendered by Provider to TAD including all covenants, conditions and benefits.
- B. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective agencies to the terms and conditions set forth in this document.

COUNTY OF SAN BERNARDINO
HUMAN SERVICES
TRANSITIONAL ASSISTANCE DEPARTMENT

CITY OF NEEDLES

Name: Gilbert Ramos
Title: Director
Address: 860 E. Brier Drive
San Bernardino, CA 92415

Name: Rick Daniels
Title: City Manager
Address: 817 Third Street
Needles, CA 92363

Date: _____

Date: _____