TULARE COUNTY AGREEMENT NO. _____

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of _____ between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **COMMUNITY SERVICES AND EMPLOYMENT TRAINING, INC.,** ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

A. COUNTY wishes to retain the services of the CONTRACTOR to provide a supportive employment placement and retention program to Tulare County TulareWORKs clients;

B. CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to the COUNTY'S CalFresh Program; and

C. CONTRACTOR is willing to enter into this Agreement with COUNTY upon the terms and conditions set forth herein.

THE PARTIES AGREE AS FOLLOWS:

1. TERM: This Agreement becomes effective as of October 1, 2018 and expires at 11:59 PM on September 30, 2019 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.

2. SERVICES: See attached **Exhibits A.**

3. PAYMENT FOR SERVICES: See attached **Exhibit B.**

4. INSURANCE: Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit C.**

5. GENERAL AGREEMENT TERMS AND CONDITIONS: COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at http://tularecountycounsel.org/default/index.cfm/public-information/

6. ADDITIONAL EXHIBITS: CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement. Complete Exhibits D, E, F, G, G-1, and H can be viewed at http://tularecountycounsel.org/default/index.cfm/public-information/

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☒	**Exhibit D**	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
☒	**Exhibit E**	Cultural Competence and Diversity
☒	**Exhibit F**	Information Confidentiality and Security Requirements
☐	**Exhibit G**	Contract Provider Disclosures (Must be completed by Contractor and submitted to County prior to approval of agreement.)
☐	**Exhibit G1**	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
☐	**Exhibit H**	Additional terms and conditions for federally-funded contracts
☐	**Exhibit ___**	[Insert name of any other exhibit needed and attach]

7. NOTICES: (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage pre-paid and addressed as follows:

COUNTY:

TULARE COUNTY HEALTH AND HUMAN SERVICES AGENCY
5957 S. Mooney Blvd.
Visalia, CA 93277
Phone No.: 559-624-8000
Fax No.: 559-713-3718

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
2800 W. Burrel Ave.
Visalia, CA 93291
Phone No.: 559-636-5005
Fax No.: 559- 733-6318

CONTRACTOR:

COMMUNITY SERVICES AND EMPLOYMENT TRAINING, INC.
312 NW 3RD Ave
Visalia, CA 93291
Phone No.: 559-732-4194
Fax No.: 559-733-3971

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

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8. AUTHORITY: CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

9. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COMMUNITY SERVICES AND EMPLOYMENT TRAINING, INC.

Date: 5/16/2019

By _____

Print Name Mary Alice Escarsega-Fechner

Title Executive Director

Date: _____

By _____

Print Name _____

Title _____

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

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COUNTY OF TULARE

Date: _____ By _____
Chairman, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form
County Counsel

By _____
Deputy
Matter # 2019794

COMMUNITY SERVICES EMPLOYMENT AND TRAINING (CSET)
STATEMENT OF WORK
October 1, 2018 THROUGH September 30, 2019

CONTRACTOR will provide the following services to all eligible CalFresh applicants/recipients referred for CalFresh Employment and Training (E&T) services

Referrals: CONTRACTOR shall accept all referrals from Tulare County Health and Human Services Agency (HHSA)/TulareWORKs (TW) District Offices. It is anticipated that priority will be given to job ready participants.

Intake: Upon receipt of the HHSA/TW CalFresh E&T referral, CONTRACTOR staff will "register" the individual in orientation as a CalFresh E&T participant. CONTRACTOR shall provide to HHSA/TW a copy of the sign-up sheet on a weekly basis.

Reverse referral: Should CONTRACTOR encounter a participant not currently enrolled in the CalFresh E&T program and wishes to volunteer, CONTRACTOR agrees to refer participant to TulareWORKs Division to apply for CalFresh and/or request a referral to CONTRACTOR for the CalFresh E&T services.

Orientation: CONTRACTOR staff shall provide program orientation and screen participants for appropriateness for E&T component(s) through a brief initial assessment. This assessment provides a participant-centered evaluation of basic skills, education, work history, occupational skills, general employability, interests, aptitudes, and supportive service needs. A physical and/or electronic file will be created and maintained containing all necessary program, right-to-work documentation as well as case notes.

Initial Assessment: CONTRACTOR will conduct an initial assessment on the first day of attendance. The CONTRACTOR will complete the intake process with each individual during the orientation to streamline the enrollment process. If required documents are missing, the CONTRACTOR will schedule a time to complete the enrollment.

Enrollment: Participant will become enrolled into CONTRACTOR E&T program at the time he or she attends the first appointment (orientation/assessment) with CONTRACTOR, within 5 days of referral from HHSA/TW.

Participant Served: An individual becomes a "participant served" at the point he/she is enrolled or placed in an E&T component / activity. All services will be documented in the Monthly Activity Form.

Expectations/Outcomes: CONTRACTOR will ensure that each month at least 80% of the participants are meeting satisfactory participation in the assigned component.

Monthly Participation Requirement: October 2018 to September 2019

FY 2018-2019

TulareWORKs will refer a minimum of 1,500 referrals in FY 2018-2019.

CONTRACTOR shall submit participant monthly progress/attendance reports for all CalFresh participants served during the report month.

CONTRACTOR shall track all participant activity, including participants that obtain unsubsidized employment.

CONTRACTOR will submit an invoice/payment request in a format provided by HHSA/TW that will include an itemized listing of all reimbursable expenses. In addition to the invoice, CONTRACTOR will provide a Monitoring Report, supplied by HHSA/TW, with a listing of all CalFresh participants referred and/or served during the month and which includes the following minimum information:

- Verify and capture all CalFresh E&T participants served.
- E&T component start and end date for each individual participant.
- The specific activity in which participants are enrolled/participating.
- Indicate whether the participant's attendance is satisfactory or unsatisfactory.
- Completion of participation date for each participant.
- The subsidized/unsubsidized employment site as applicable.
- Term date, reason for term, and follow up engagement efforts prior to termination.

Monitoring and Monthly Invoices shall be submitted by the 10th of the month, following the month of service.

The CalFresh E&T 2 (CalFresh E&T Change in Circumstances Form) is the document which enables communication between CONTRACTOR staff and HHSA/TW staff. The CalFresh E&T 2 is to be submitted to HHSA/TW staff by CONTRACTOR within 48 hours whenever there has been a change in the participants' status. Some examples include but are not limited to:

- Participant's start date with the CONTRACTOR.
- Date participant dropped from the E&T program and the reason(s) why.
- Start date of any employment activity such as subsidized employment unsubsidized employment, unpaid work experience, and/or direct placement.
- Average number of hours/week.
- End date of employment or other activity and why.
- Efforts made to re-engage participant prior to termination due to lack of performance/participation and outcome.
- Start and stop dates for any other activities or workshops the CONTRACTOR offers.

CONTRACTOR records are to be maintained specifying when each participant, for whom hours were reported, became enrolled and began participation in an E&T program for each component and when (if) his or her participation ended (due to activity ending, no longer participating, etc).

CONTRACTOR records are to be maintained showing how many hours per week each referred participant participated in an E&T component/activity.

CONTRACTOR shall provide case records for claimed participants showing them referred and participating in an E&T program component. If participants are assigned/enrolled for varying numbers of hours or scheduled times and/or in more than one E&T program component, each of their specific schedules and hours of weekly participation must be maintained and linked to individual participant case records.

CONTRACTOR shall notify the HHSA/TW staff via the CalFresh E&T 2 within 5 working days if a participant is not complying with the E&T program activity.

E&T Program Components/ Activities:

- Job Search
- Work Experience/Internship Workshops
- Education
- On-the-Job Training
- Job Retention

Job Readiness/Job Search: This training is a four-week course. However, placement may occur before the end of the four weeks. Weekly training will consist of fifteen hours of in-house, supervised training or up to twenty highly accountable supervised job search hours. During the in-house workshop, the participant will gain job search skills while at the same time learning about soft skills for employment. Curriculum shall include, but not be limited to, resume writing; interviewing techniques, leadership development (Challenge Course), sexual harassment, safety training, workplace ethics and other skills that will assist participants in finding and retaining employment and problem resolution of various employment barriers.

Work Experience/Internship: Through the work experience component participants will gain basic job skills or enhance their existing job skills in a position related to the participant's experience.

Education: Participants enrolled in the education component are to be placed in a curriculum that leads to a General Equivalence Degree (GED), High School diploma, or relevant alternative degree certificate.

Emphasis should be on providing training for in-demand industry sector careers to advance the career path.

On-the-Job Training (OJT): Participants placed in OJT will need to be assessed to identify the training needs and individual's ability to benefit from the training.

Job Retention: Contractor shall provide monthly follow-up visits to participants enrolled in training programs while in training and case management services until employed. Follow-up visits should be conducted in person at the training site in order to observe participants in their training environment.

Other Services Provided by CSET, based on needs of the individual participant, may include:

- Referral for supportive services.
- Financial Literacy workshops.
- Assistance with energy or housing subsidies.

CONTRACTOR agrees to comply with all labor law requirements including the provisions of AB 1522 Sick Leave Act of 2014, as applicable to participants in subsidized and unsubsidized employment.

Direct Placement: Participants who secure employment without utilizing subsidized funds are considered a Direct Placement. CSET will monitor participant's progress for three months.

CONTRACTOR shall monitor the job site to ensure that the participants are performing within the scope of the job as outlined in the site agreement and that the participants attain positive work habits.

Support Services: Participants will be referred to other programs for support services based on their individual needs and eligibility. These services may include bus passes, finger printing fees, drug testing fees, academic testing or licensing fees, uniforms, work related tools, interview clothing, special shoes, etc., based on availability within the program to which the participant is referred.

Reports: CONTRACTOR shall provide reports and files as requested by HHSA/TW to monitor the program activities.

HHSA/TW will assist with the following services:

- Eligibility determination.
- Intake: Information to determine eligibility for this program.

Meetings: HHSA/TW will meet with CONTRACTOR to discuss policy, procedures, and issues. Both parties agree to meet on an as-needed basis or at least quarterly, to discuss program issues as necessary or to engage in a network setting to identify best practice options.

CONFIDENTIALITY: CONTRACTOR and its subcontractors shall safeguard all confidential information in accordance with Welfare and Institutions Code, Section 10850 and 45 CFR section 205.50, and shall inform its employees that violation of such statutory provisions may constitute a misdemeanor. No reports, information, documents or any other materials given to, or prepared by

CONTRACTOR, or to which CONTRACTOR has access by way of this Agreement, shall be made available to any individual, or entity other than COUNTY, without the express prior written consent of the COUNTY.

CONTRACTOR shall maintain NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS Sections 10553 and 10554, Welfare and Institutions Code. Welfare and Institutions Code; Section 51, California Civil Code; Sections 4450 and 11135, California Government Code; Title II of the American with Disabilities Act of 1990, Public Law (P.L.) 101-336; 42 USCA 2000d; and Title VI of the Civil Rights Act of 1964, P.L. 88-352.

DISPLACEMENT CLAUSE: CONTRACTOR agrees that no currently employed worker shall be displaced by any participant, including partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits.

a. No participant shall be employed or job opening filled:
   1) When any other individual is on layoff from the same or any substantially equivalent job, or;
   2) When the employer has terminated any regular employee without cause or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized.

CalFresh BUDGET 10/18-9/19
EXHIBIT B

Salaries	$	163,406
Benefits	$	68,989
Payroll Processing Fees	$	3,330
Office Supplies	$	6,875
Communications	$	3,095
Building Costs	$	12,867
Outreach / Advertising	$	400
Printing Costs	$	1,640
Mileage	$	1,224
Staff Training	$	1,100
Other Costs (fingerprints, fees)	$	455
General Liability	$	1,328
Operating Subtotal	$	264,709
Participant Costs/Materials	$	14,561
ICR of 15.71%	$	41,586
GRAND TOTAL	$	320,856

Exhibit C

PROFESSIONAL SERVICES CONTRACTS
INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than $1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of $1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than $2,000,000.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.

2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:

   a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*

   b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*

   c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled, except after written notice has been provided to the COUNTY.

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds $100,000 will be reviewed by the COUNTY Risk Manager for approval.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR, and represent the following:

(mark X if applicable)

☐ Automobile Exemption: I certify that _____ does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

☐ Workers' Compensation Exemption: I certify that _____ is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name Mary Alice Escarsega-Fechner Date: 3/8/2019

Contractor Name Community Services Employment Training, Inc.

Signature Mary Alice Escarsega-Fechner