

TULARE COUNTY AGREEMENT NO. \_\_\_\_\_

COUNTY OF TULARE  
HEALTH & HUMAN SERVICES AGENCY  
SERVICES AGREEMENT

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**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 CONTRACTOR for the purpose of preparing youth for self-sufficiency by providing work experience through placement at Tulare County job sites;
- B. CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to the Youth Transitions 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, 2019 and expires at 11:59 PM on September 30, 2020, unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. **SERVICES:** See attached **Exhibit 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/>.

**COUNTY OF TULARE  
 HEALTH & HUMAN SERVICES AGENCY  
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|                                     |                     |  |
|-------------------------------------|---------------------|--|
| <input checked="" type="checkbox"/> | <b>Exhibit D</b>    | Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement   |
| <input checked="" type="checkbox"/> | <b>Exhibit E</b>    | Cultural Competence and Diversity  |
| <input checked="" type="checkbox"/> | <b>Exhibit F</b>    | Information Confidentiality and Security Requirements  |
| <input type="checkbox"/>            | <b>Exhibit G</b>    | Contract Provider Disclosures ( <u>Must be completed by Contractor and submitted to County prior to approval of agreement.</u> ) |
| <input type="checkbox"/>            | <b>Exhibit G1</b>   | National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care                       |
| <input checked="" type="checkbox"/> | <b>Exhibit H</b>    | Additional terms and conditions for federally-funded contracts   |
| <input type="checkbox"/>            | <b>Exhibit ____</b> | [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 prepaid and addressed as follows:

**COUNTY:**

**With a Copy to:**

Contracts Unit  
 Tulare County Health and Human  
 Services Agency  
 5957 S. Mooney Blvd.  
 Visalia, CA 93277  
 Phone No.: 559-624-8000  
 Fax No.: 559-713-3718

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 Third 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.

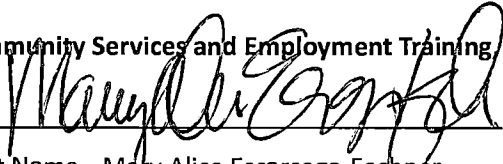
**8. AUTHORITY:** CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty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

**COUNTY OF TULARE  
HEALTH & HUMAN SERVICES AGENCY  
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**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.

Date: 8/21/2019

By   
Community Services and Employment Training, Inc.  
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.]


**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  8/27/2019  
Deputy  
Matter # 20191357

## EXHIBIT A

**YOUTH TRANSITIONS PROGRAM**  
STATEMENT OF WORK  
COMMUNITY SERVICES EMPLOYMENT TRAINING, INC. (CSET)  
OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

Tulare County recognizes there is a significant population of youth (ages 16-21) that are at risk for one or more of the following: gang involvement, suicide, school dropout/truancy, drug abuse, pregnant/parenting, homelessness, etc. Youth lacking protective factors may also include being basic skills deficient, a current or former foster child or having a parent who is a current or recovering substance abuser. Tulare County believes that these youth, and the community as a whole, will benefit from a program that provides work experience, mentors, and encouragement to obtain and retain meaningful employment. Many organizations within the community are committed to youth advocacy and are willing to collaborate to further this objective. In keeping with the goals of the County's Step Up program to provide more opportunities for at-risk youth, the County would like to continue the Youth Transitions Program. The Health & Human Services Agency will be the lead agency for the Youth Transitions Program. Work experience sites for this program may be established within any County department.

**CSET will provide the following services:**

**Outreach and Recruitment:** CSET will coordinate outreach and recruitment. Tulare County will assist in these activities by referring potentially eligible youth to the program from Tulare County-based programs.

**Initial Eligibility and Assessment:** CSET will consider youth eligible if they meet one or more of the following criteria: at risk for gang involvement, suicide, school dropout/truancy, drug abuse, pregnant/parenting, homelessness or if youth is receiving services, current/former foster child, has a parent who is a current/recovering substance abuser, or a participant of the Leading Educating Advocating & Dedication (#LEAD) program. Eligibility will be verified using applicable documentation supplied by the referral source, documentation supplied by the youth, interview of youth and/or self-attestation. Initial assessment for the Youth Transitions Program will be conducted by CSET directly following the eligibility determination. The assessment information will be gathered through a combination of testing tools which may include a Skill and Competencies Checklist, the Career Ability Placement Survey, or a Customer Profile booklet to be completed by the youth.

**Enrollment:** The Youth Transitions Program will serve youth who are ages 16 through 21 at the time of enrollment or high school juniors or seniors who have participated in the #LEAD program. All referrals will flow through the Youth Transitions Senior Program Coordinator at CSET using the Youth Transitions Program Referral Form. Referrals may flow from several agencies including all departments of Tulare County, community-based organizations, and school districts. When it has been determined that an applicant is eligible and an appropriate candidate, the applicant will be enrolled into the Youth Transitions Program. Participants will collaborate with CSET staff to create an Individual Service Strategy. Continued participation in the Youth Transitions Program will be contingent upon the participant meeting the goals and milestones established in the Service Strategy. Failure to meet the goals is grounds for removal from the program. Youth Transitions participation is estimated to be from 5 months to a

## EXHIBIT A

maximum of 1 year. Participants will work an estimated average of 500 hours with a maximum amount of hours not to exceed 1,500. Extension may be granted on a case-by-case basis with CSET's recommendation and approval of the County. Under no circumstances can a participant be enrolled in Youth Transitions beyond 24 months.

**Orientation & Job Preparation:** CSET staff will prepare youth for working at Tulare County job sites using assessment, orientation and appropriate training about work ethics, proper work attire, sexual harassment and behavior and performance expectations.

**Training for Youth:** CSET staff will provide applicable training and workshops for enrollees including, but not limited to: Interviewing Skills, Application Completion, Resume Creation, Dressing for Success, Moving up the Career Ladder, Workplace Ethics, County Dress Code Policy, and Financial Literacy.

**Work Experience:** The Youth Transitions Program will provide a maximum of 42,000 work experience hours for a minimum of 30 up to a maximum of 90 participants at County-designated worksites. Each participant will receive paid work experience ranging from approximately 500 hours to a maximum of 1,500 hours (average hours are approximately 1,300).

**Job Placement:** CSET's Job Developer and staff will place 70% of all out of school youth in the program into intent-to-hire internships/direct-hire employment. CSET staff will provide 6 months of retention services to assure 70% of placements stay on the job.

**Referral:** CSET staff will provide and track referrals to other safety net services as needed for participant success in the Youth Transitions program.

**Training for Mentors:** CSET staff will provide training for County employee volunteer mentors which include the expectations of a mentor, how to positively engage a youth, and setting appropriate work & social boundaries when interacting with a youth.

**Monitoring:** CSET will provide youth/program monitoring at work sites on a consistent basis.

**Record Keeping:** CSET will maintain case files for all participants in the Youth Transitions Program. CSET will track all participant activity, gather participant time sheets, and perform all payroll functions for Youth Transition participants.

### **Reporting and Payment:**

CSET will submit an invoice/payment request to Tulare County HHSA monthly. The invoice/payment request will be in a format approved by HHSA and include an itemized listing of all reimbursable expenses. In addition to the invoice, CSET will provide in a format approved by HHSA:

- The total amount billed for the period indicated on the invoice.
- The names of the participants included in the billing total.
- The planned start and end dates for each participant's work experience contract.
- The actual hours worked by each participant.
- The work location/department of each participant indicated on the invoice.
- Other supportive documentation as required by the County.
- End date of the youth's contract & the company at which permanent employment was

secured.

CSET will provide other reports and documentation as requested by Tulare County to monitor the program activities and expenditures.

**Funding:**

CSET agrees to be the employer of record and will cover all of the costs of the youth participants' salaries including Workers' Compensation, payroll, and the administrative costs of the Youth Transitions Program. CSET will be reimbursed for these allowable costs using a monthly invoicing process approved by the County.

Tulare County will reimburse CSET at the following rate: up to \$20.51 per participant hour worked. This total agreed- upon hourly rate may require revision if there is a change to California's minimum wage and/or the Worker's Compensation rate.

See Exhibit B for the estimated monthly reimbursement and the maximum reimbursement for the term of this agreement.

**Tulare County will provide the following:**

- Reimbursement for allowable costs of participant placements upon submittal of invoice (see Exhibit B).
- Identification of County-designated worksites to provide meaningful work experience hours.
- A worksite mentor for each youth assigned.
- Worksite supervision.
- A performance evaluation every pay period (on participant timesheet) about each youth placed.
- The number of youth placed and hours worked by each youth will be determined by Tulare County based on worksite needs, available supervision, and available funding.

**Youth Transitions Program Budget**  
**October 1, 2019 through September 30, 2020**  
**12 Months**

| <b>STAFFING</b>                 | <b>FTE</b> | <b>SALARY</b> |                   |
|---------------------------------|------------|---------------|-------------------|
| Program Coordinator             | 0.70       | \$            | 42,126            |
| Program Asst                    | 0.50       | \$            | 15,101            |
| Business Resource Specialist I  | 1.00       | \$            | 40,002            |
| CIS/Accountant                  | 0.15       | \$            | 5,622             |
| Director                        | 0.10       | \$            | 8,575             |
| Wage Total                      | 2.45       | \$            | 111,426           |
| Fringe Benefits & Taxes         | 34.72%     | \$            | 38,682            |
| Salary & Benefits total         |            | \$            | 150,108.00        |
| Building space                  |            | \$            | 7,302.00          |
| Payroll processing fees         |            | \$            | 2,117.00          |
| Office supplies                 |            | \$            | 1,501.00          |
| Telephone                       |            | \$            | 598.00            |
| Cell phone/internet             |            | \$            | 798.00            |
| Postage                         |            | \$            | 112.00            |
| Utilities                       |            | \$            | 874.00            |
| Building maintenance and repair |            | \$            | 2,212.00          |
| Equipment rental                |            | \$            | 486.00            |
| Printing                        |            | \$            | 856.00            |
| Mileage                         |            | \$            | 5,104.00          |
| Staff training                  |            | \$            | 3,400.00          |
| Professional fees               |            | \$            | 3,261.00          |
| Dues                            |            | \$            | 116.00            |
| General liability               |            | \$            | 3,109.00          |
| <b>Subtotal</b>                 |            | \$            | <b>181,954.00</b> |

|  |    |                   |
|--|----|-------------------|
| Youth wages (8,569 hrs at \$12.00/hr)  | \$ | 102,828.00        |
| Youth wages (28,413 hrs at \$13.00/hr) | \$ | 369,369.00        |
| Workers comp & FICA                    | \$ | 66,109.00         |
| Payroll processing fees                | \$ | 8,972.00          |
| Student activities (CWA Conference)    | \$ | 1,650.00          |
| Client support services                | \$ | 150.00            |
| <b>Participant Total</b>               | \$ | <b>549,078.00</b> |

|                        |        |    |                |
|------------------------|--------|----|----------------|
| Indirect approved rate | 15.00% | \$ | 27,293         |
| <b>Grand Total</b>     |        | \$ | <b>758,325</b> |

## EXHIBIT C

### **NON-PROFESSIONAL SERVICES** **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. Commercial General Liability coverage of \$1,000,000 on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (occurrence Form CG 00 01). If a general aggregate 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 must be no less than \$2,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of no less than \$1,000,000 per accident for bodily injury and property damage. 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.

#### B. Specific Provisions of the Certificate

1. If any of 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 OF TULARE, 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 materials, parts, or equipment furnished in connection with such work or operation.*
  - 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. *Each insurance policy required by this agreement shall provide that coverage shall not be canceled, except with written notice to the COUNTY.*
  - d. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of the 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.*



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:

8/22/2019

Contractor Name Community Services Employment Training, Inc.

Signature

Mary Alice Escarsega-Fechner