

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 **Workforce Investment Board of Tulare County** ("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 provision of expanded work opportunities to CalWORKs recipients.
- B. CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to the CalWORKs 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 June 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/>

<input checked="" type="checkbox"/>	Exhibit D	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
<input checked="" type="checkbox"/>	Exhibit E	Cultural Competence and Diversity
<input type="checkbox"/>	Exhibit F	Information Confidentiality and Security Requirements
<input type="checkbox"/>	Exhibit G	Contract Provider Disclosures (<u>Must be completed by Contractor and submitted to County prior to approval of agreement.</u>)

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<input type="checkbox"/>	Exhibit G1	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
<input type="checkbox"/>	Exhibit H	Additional terms and conditions for federally-funded contracts

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:

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

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:

Workforce Investment Board of Tulare County
309 W. Main St.
Visalia, CA 93291
Phone No.: 559-713-5200
Fax No.: 559-713-5263

(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.

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.

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

Workforce Investment Board of Tulare County

Date: _____
By Adam Peck
Print Name Adam Peck
Title Executive Director

APPROVED BY
WORKFORCE INVESTMENT BOARD
MINUTES OF 08-14-2019

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 Traci Z. Meloy 9/13/19
Deputy
Matter # 20191478

WORKFORCE INVESTMENT BOARD of TULARE COUNTY
STATEMENT OF WORK
October 1, 2019 THROUGH June 30, 2020

THIS STATEMENT OF WORK IS BETWEEN THE COUNTY OF TULARE, BY AND THROUGH THE HEALTH AND HUMAN SERVICES AGENCY TULAREWORKS, HEREINAFTER REFERRED TO AS (COUNTY), and WORKFORCE INVESTMENT BOARD OF TULARE COUNTY (WIB), HEREINAFTER REFERRED TO AS CONTRACTOR

CONTRACTOR will provide the services described in this agreement for all Expanded Subsidized Employment (ESE) referrals. Notwithstanding Paragraph 29, Order of Precedence, of the General Terms and Conditions (GTC) relevant to this agreement and paragraph 21, Assignment/Subcontracting, of the GTC, CONTRACTOR may subcontract with other local service providers for any of the services to be provided through this agreement, if desired, without written consent from the COUNTY. CONTRACTOR's ability to subcontract as stated in this paragraph shall supersede any prohibition or restriction against subcontracting without written consent from the COUNTY as indicated in paragraph 21 of the GTC. However, if a subcontractor also has any contract directly with the COUNTY for providing the same or similar services, CONTRACTOR must ensure that counts from the subcontractor the number of participant referrals received, and activities/services provided to participants, are tracked and reported separately by the subcontractor from participant referrals and participants served through any other contracts with the COUNTY. This is to prevent duplicate participant counts from being reported to COUNTY. CONTRACTOR must provide to COUNTY any agreement it enters into for subcontracting services to be provided in relation to this agreement. Any subcontractor providing services for CONTRACTOR in relation to this agreement must also agree to abide by the terms and conditions of this agreement with the COUNTY.

CONTRACTOR will provide the following services to all Welfare to Work (WTW) referred participants:

Referrals: CONTRACTOR shall accept all referrals from COUNTY District Offices. It is anticipated that priority will be given to job ready participants who are near their CalWORKs 48 Month Time Clock and those identified on the Work Participation Rate (WPR) List.

Intake/Enrollment: Upon receipt of the COUNTY referral, CONTRACTOR staff will "register" the individual as an ESE participant. The participant becomes enrolled into CONTRACTOR programs at the time he or she has completed their first week of participation with CONTRACTOR.

Outreach and Recruitment: CONTRACTOR may attend WTW Orientation sessions conducted at designated TulareWORKs (TW) District Offices at the discretion of TW District Office management. An orientation schedule will be developed by COUNTY staff and given to the CONTRACTOR.

Orientation: CONTRACTOR staff may provide program orientation and screen participants for appropriateness for WTW services 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 electronic file is created and maintained containing all necessary program, right-to-work documentation as well as case notes.

Initial Assessment: An initial assessment will be conducted by CONTRACTOR on the first day of attendance. CONTRACTOR can review an initial assessment, such as CASAS and other assessment information, as available from COUNTY. Additional information will be gathered through a combination of testing tools to include documentation provided by COUNTY.

Participant Served: An individual becomes a "participant served" at the point he/she is provided with ESE program services. These services will be documented in the Monthly Activity Form.

Participants that cannot be counted as a carry over into the new contract year include; termed participants; participants in unsubsidized employment/direct placement; participants that have not been placed or termed in the last six months.

Monthly Participation Requirement: October 2019 to June 2020

FY 2019-2020

	Carry In	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total Participants
Job Search Enrollments:		18	33	48	69	89	108	126	142	158	158
Subsidized Employment	20	10	20	29	38	50	62	73	84	94	114
Unsubsidized Employment		7	12	16	20	26	33	40	45	50	50
Meeting WPR (75%)		14	25	36	52	67	81	95	107	119	119

COUNTY will refer a minimum of 260 referrals in FY 2019-2020.

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

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

CONTRACTOR shall submit an invoice/payment request in a format provided by COUNTY that includes an itemized listing of all reimbursable expenses. In addition to the invoice, CONTRACTOR will provide, in a format provided by COUNTY, a listing of all ESE participants served during the month, which includes the following minimum information:

- The specific activity in which they are enrolled/participating and the number of hours actually participated
- An indicator whether the participant met the required hours of participation

- The referral and enrollment date
- The subsidized/unsubsidized employment site as applicable
- Total earnings before the start of the subsidized employment
- Total earnings after the start of subsidized employment
- 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, with the exception of the June 2020 invoice. June 2020 shall consist of two invoice due dates. The first two weeks of June invoice shall be received by June 18th, and the remainder of the month shall be received by June 25th.

The 1941 TW (Expanded Subsidized Employment Progress Report) is a document which enables communication between CONTRACTOR staff and COUNTY staff. A 1941 TW shall be submitted within 48 hours following a change in the participants' status. Some examples include, but are not limited to, the following:

- Participant's start date with the CONTRACTOR
- Date participant returned to COUNTY 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
- Hourly Rate of pay
- 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

ESE Participation Hours: The number of required hours is 20, 30 or 35 average hours per week in an activity and will be specified on the referral form. The average is as defined as:

1. An average of 20 hours per week for single parent households with a child under the age of six (6) years old. An average is estimated at 22 hours per week.
2. An average of 30 hours per week is estimated at 32 hours per week for a single parent household with no child under the age of six (6) years old.
3. An average of 35 hours is estimated at 38 hours per week for a two (2) parent households.

Expectations/Outcomes: CONTRACTOR will ensure that each month at least 75% of the participants are meeting the required hours of participation as specified under "ESE Participation Hours" section on prior page.

CONTRACTOR records are to be maintained specifying when each participant, for whom hours were reported, became enrolled and began participation 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 was scheduled to participate in activities.

CONTRACTOR shall provide case records for claimed participants showing them referred and participating in that activity. If participants are assigned/enrolled for varying numbers of hours or scheduled times, each of their specific schedules and hours of weekly participation must be maintained and linked to individual participant case records.

- CONTRACTOR shall notify the COUNTY staff if a participant is not complying with their program activity at any time, the CONTRACTOR shall notify the COUNTY staff via the 1941 TW.

CONTRACTOR shall provide monthly TulareWORKs Expanded Subsidized Employment Activity Attendance Report (form 1930C TW) to the COUNTY staff. Form shall be submitted to COUNTY staff by the 5th working day of the following month.

Primary WTW Participant Activities:

Of the 22 or 32 weekly participation hours, at least 20 hours must be in a primary WTW activity. Of the 38 weekly participation hours, at least 30 hours must be in a primary WTW activity, which includes:

- Job search and job readiness
- Unsubsidized employment
- Subsidized employment leading to unsubsidized employment (private or public sector)

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

Please note: Any barriers to participating in an allowable activity, such as a need for mental health treatment, substance abuse treatment, or domestic abuse services, will be provided by COUNTY, and may run concurrently with another allowable activity. The required minimum number of participation hours may be adjusted accordingly. Any barriers identified after the initial referral from COUNTY shall be communicated to COUNTY staff for follow-up.

Job Readiness: In this workshop, the participant will gain job search skills while at the same time learn about soft skills for employment. Curriculum shall include, but not be limited to, resume writing, interviewing techniques, leadership development, safety training, workplace ethics, and other skills that will assist participants in finding and retaining employment, and problem resolution of various employment barriers.

Employment Activities: The participants can take several paths to unsubsidized employment, as follows:

Subsidized Employment: Participants are placed in paid temporary positions in the public or private sector. A portion, up to 100%, of participant wages (at California Minimum Wage) and taxes may be reimbursed to cover expenses incurred by the employer.

Subsidized employment placements are limited to an initial term not to exceed six months in duration. Up to two additional three-month extensions may extend the

duration to twelve months total. The additional terms must be approved in advance by COUNTY staff and will be based on the likelihood of either of the following during the extension period:

1. The participant obtaining unsubsidized employment with the participating employer.
2. The participant obtaining specific skills and experiences relevant for unsubsidized employment for a particular field.

The CONTRACTOR shall submit a list of employer sites contacted in each month to COUNTY as part of their activities and expenditures report.

Additionally, CONTRACTOR shall monitor the job site to ensure participants are performing within the scope of the job as outlined in the site agreement and that the participants:

- Develop positive work habits, attitudes, and behaviors;
- Are punctual;
- Have regular job attendance;
- Present a neat appearance;
- Interact and work well with others;
- Exhibit good conduct;
- Follow instructions and complete tasks;
- Assume the responsibilities involved in maintaining a job;
- Acquire an improved self-image.

CONTRACTOR shall ensure that the program design that utilizes paid employment activities in addition to direct placement in unsubsidized employment as a means to transition participants to self-sufficiency.

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.

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.

Job Retention and Support Services: Supportive service payments for child care, transportation, and other ancillary expenses will be approved and provided by COUNTY. If there is an urgent need for support services, other than child care, CONTRACTOR may approve and provide the service (i.e. bus passes, finger printing fees, drug testing fees, academic testing or licensing fees, uniforms, work related tools, interview clothing, special shoes, etc.) upon final approval from COUNTY. CONTRACTOR will be reimbursed for these costs through the monthly billing process with cost not to exceed budgeted amount. CONTRACTOR shall submit supporting documentation for any reimbursement requests for supportive services. CONTRACTOR will complete documentation that verifies participation for all requests for supportive services, such as: TulareWORKs Expanded Subsidized Employment

Activity Attendance Report 1930C TW, TulareWORKs Travel Log 1916 TW, and TulareWORKs Expanded Subsidized Employment Progress Report 1941 TW.

Case Management and In-depth Assessment: Included in this category are case management efforts to provide outreach to eligible participants (i.e. existing WIOA participants). In-depth assessments will be necessary once a WTW participant has been served.

Follow-Up Services/Retention Period: Follow up with the participant must be conducted after unsubsidized employment has been obtained for 3 months to verify the participant remains in unsubsidized employment and calculate performance measures.

CONTRACTOR shall notify COUNTY staff via the 1941 TW if participants are not meeting WPR hours. At the end of three months, CONTRACTOR shall stop reporting on these participants and terminate them from the monitoring report. CONTRACTOR shall also notify COUNTY staff via the 1941 TW that the participant has been terminated from the CONTRACTOR.

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

HHS/TulareWORKs will assist with the following services:

- Outreach and Recruitment;
- Eligibility determination;
- Intake: Information to determine eligibility for this program.

Meetings: Will be held with COUNTY to discuss outcomes & concerns. Both parties agree to meet on an as needed basis or at least quarterly, to go over program issues as necessary or to engage in a network setting to look at 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.

Exhibit B

October 1, 2019 through June 30, 2020					
#	COST CATEGORIES				
STAFF COSTS		WIB	Program	Total	%
1	Salaries & Fringe	\$27,342	\$489,716	\$517,058	40%
OPERATING COSTS					
2	Staff Travel	\$0	\$9,424	\$9,424	0.72%
	Supplies	\$0	\$6,732	\$6,732	0.52%
3	Cost Allocation/Indirect Cost	\$46,186	\$86,835	\$133,021	10.2%
4	Program Operating Costs	\$39,578	\$84,553	\$124,131	9.55%
5	SUB-TOTAL OPERATING COST	\$85,764	\$187,544	\$273,308	21%
6	TOTAL STAFF & OPERATING COSTS	\$113,106	\$677,260	\$790,366	60%
PARTICIPANT COSTS					
7	Participant Wages		\$509,634	\$509,634	39%
8	Support Services		\$0	\$0	0%
9	SUB-TOTAL PARTICIPANT COSTS		509,634	509,634	39%
10	TOTAL	\$113,106	\$1,186,894	\$1,300,000	100%

The amount to be paid to CONTRACTOR by COUNTY through this Agreement is not to exceed \$1,300,000.

Estimated Job Readiness Related Costs:	\$179,737
Participant Wages:	\$509,634
Total Participant Related Costs:	\$689,371

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 Adam Peck Date: 9/11/19

Contractor Name Workforce Investment Board of Tulare County

Signature ALP