

## AGREEMENT

**THIS AGREEMENT** is entered into as of \_\_\_\_\_, between the COUNTY OF TULARE, referred to as COUNTY, and COMMUNITY SERVICES AND EMPLOYMENT TRAINING, INC., a California Corporation, referred to as CONTRACTOR, with reference to the following:

A. COUNTY wishes to provide the Youth Transitions Program offering work experience, mentors, and encouragement to a 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, and homelessness, etc.; and

B. CONTRACTOR has the experience to provide pre-employment counseling, skills assessment, education, and life skills training; and

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

### **ACCORDINGLY, IT IS AGREED:**

1. **TERM:** This Agreement shall become effective as of April 1, 2010 and shall expire at 11:59 PM on September 30, 2011 unless otherwise terminated as provided in this Agreement.

2. **SERVICES TO BE PERFORMED:** See attached **EXHIBIT A**

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

### **4. INDEPENDENT CONTRACTOR STATUS:**

(a) This Agreement is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of COUNTY.

(b) CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this agreement that they are not employees of COUNTY. Subject to any performance criteria contained in this Agreement, CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services

and COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

1. Withhold FICA (Social Security) from CONTRACTOR'S payments.
2. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
3. Withhold state or federal income tax from payments to CONTRACTOR.
4. Make disability insurance contributions on behalf of CONTRACTOR.
5. Obtain unemployment compensation insurance on behalf of CONTRACTOR.

(c) Notwithstanding this independent contractor relationship, COUNTY shall have the right to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Agreement.

5. **COMPLIANCE WITH LAW:** CONTRACTOR shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

6. **GOVERNING LAW:** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County, California.

7. **RECORDS AND AUDIT:** CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, CONTRACTOR shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CONTRACTOR shall make such records available within Tulare County to the Auditor of Tulare County and to his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.

8. **CONFLICT OF INTEREST:**

(a) CONTRACTOR agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

(b) CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interests laws, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of this question.

9. **INSURANCE:** Prior to approval of this Agreement by COUNTY, CONTRACTOR shall file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in **EXHIBIT C** attached.

10. **INDEMNIFICATION:** CONTRACTOR shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance by CONTRACTOR or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against COUNTY alleging civil rights violations by CONTRACTOR under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for CONTRACTORS failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

11. **TERMINATION:**

(a) Without Cause: County will have the right to terminate this Agreement

without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. County will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. County will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement. No sanctions will be imposed.

(b) With Cause: This Agreement may be terminated by either party should the other party:

- (1) be adjudged a bankrupt, or
- (2) become insolvent or have a receiver appointed, or
- (3) make a general assignment for the benefit of creditors, or
- (4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (5) materially breach this Agreement.

In addition, COUNTY may terminate this Agreement based on:

- (6) material misrepresentation, either by CONTRACTOR or anyone acting on CONTRACTOR's behalf, as to any matter related in any way to COUNTY's retention of CONTRACTOR, or
- (7) other misconduct or circumstances which, in the sole discretion of the COUNTY, either impair the ability of CONTRACTOR to competently provide the services under this Agreement, or expose the COUNTY to an unreasonable risk of liability.

County will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR by the date of termination in accordance with this Agreement. County will not pay lost anticipated profits or other economic loss, nor will the County pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If this Agreement is terminated and the expense of finishing the CONTRACTOR's scope of work exceeds the unpaid balance of the agreement, the

CONTRACTOR must pay the difference to the County. Sanctions taken will be possible rejection of future proposals based on specific causes of non performance.

(c) Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where CONTRACTOR's services have been terminated by the County, said termination will not affect any rights of the County to recover damages against the CONTRACTOR.

(d) Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of COUNTY for which CONTRACTOR's services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

12. **LOSS OF FUNDING:** It is understood and agreed that if the funding is either discontinued or reduced for this project for the COUNTY, that the COUNTY shall have the right to terminate this Agreement. In such event, the affected party shall provide the other party with at least thirty (30) days prior written notice of such termination.

13. **NOTICES:**

(a) Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

**COUNTY:**  
CONTRACT UNIT  
TULARE COUNTY HEALTH & HUMAN SERVICES AGENCY  
5957 S. Mooney Boulevard  
Visalia, CA 93277  
**Fax No.:** 559-737-4059  
**Phone No.:** 559-737-4686

**With A Copy To:**

**CONTRACTOR:**  
Community Services and Employment Training, Inc.  
312 NW 3<sup>rd</sup> Avenue  
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 shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

14. **ASSIGNMENT/SUBCONTRACTING:** Unless otherwise provided in this Agreement, COUNTY is relying on the personal skill, expertise, training and experience of CONTRACTOR and CONTRACTOR'S employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of COUNTY.

15. **DISPUTE RESOLUTION:** If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.

16. **FURTHER ASSURANCES:** Each party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.

17. **CONSTRUCTION:** This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

18. **HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

19. **NO THIRD-PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

20. **WAIVERS:** The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of

either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

21. **EXHIBITS AND RECITALS:** The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

22. **CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

23. **ENTIRE AGREEMENT REPRESENTED:** This Agreement represents the entire agreement between CONTRACTOR and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

24. **ASSURANCES OF NON-DISCRIMINATION:** CONTRACTOR shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

(a) It is recognized that both the Contractor and the County have the responsibility to protect County employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace. Accordingly, Contractor agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. The County, in its sole discretion, has the right to require Contractor to replace any employee who provides services of any kind to County pursuant to this Agreement with other employees where County is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. The right to require replacement of employees as aforesaid shall not preclude County from terminating this Agreement with or without cause as provided for herein.

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

**COUNTY OF TULARE**

Date: \_\_\_\_\_ BY \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: JEAN M. ROUSSEAU  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By \_\_\_\_\_  
Deputy Clerk

**COMMUNITY SERVICES AND EMPLOYMENT  
TRAINING, INC.**

Date: 3/2/10 By Carol Rose  
TITLE Exec. Dir.

Date: \_\_\_\_\_ By (see attached  
TITLE board resolution)

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

Approved as to Form  
County Counsel

By [Signature]  
Deputy

Date 3/2/10



# community

services  
employment  
training

## CSET BOARD OF DIRECTORS RESOLUTION


Whereas, the CSET Board of Directors is the governing body for Community Services & Employment Training, Inc. (CSET), a private nonprofit corporation doing business in the State of California, and


Whereas, the CSET Board of Directors has designated Carolyn Rose as the Executive Director and official representative of CSET, and

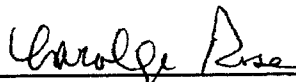
Whereas, the CSET Board of Directors authorizes the Executive Director to submit applications and enter into all contracts, agreements, memoranda of understanding, and other arrangements that advance the mission of CSET,

Now, therefore, be it resolved that Carolyn Rose is authorized to sign all proposals, contracts, agreements, memoranda of understanding, and other documents, including all exhibits and assurances contained therein, and any amendments thereto, and to sign subsequent required fiscal and programmatic reports, and to perform any and all responsibilities in relationship to CSET programs.

This resolution is in full force and effect for one year as of the date signed and will be renewed annually thereafter.

Signed:  Date: 3-16-09  
Board Chairperson

Signed:  Date: 03-21-09  
Board Secretary

Attest:  Date: 3-9-09  
Executive Director

312 N.W. 3rd Avenue  
Visalia, CA 93291

Mail to:  
P.O. Box 1350  
Visalia, CA  
93279-1350

Phone  
(559) 732-4194  
Fax  
(559) 733-3971

www.cset.org

Goshen  
(559) 651-1030  
Earlimart  
(661) 849-3505  
Porterville  
(559) 788-1440  
Tulare  
(559) 684-1987  
Cutler/Orosi  
(559) 528-1095  
Pixley  
(559) 757-1601  
Lindsay  
(559) 562-6458

**YOUTH TRANSITIONS PROGRAM**  
**STATEMENT OF WORK**  
**COMMUNITY SERVICES EMPLOYMENT TRAINING (CSET)**  
**APRIL 1, 2010 THROUGH SEPTEMBER 30, 2011**

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 hereby establishes the Youth Transitions Program. The County designates the Health & Human Services Agency as the lead agency for the Youth Transitions Program; however 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 a current/former foster child or has a parent who is a current/recovering substance abuser. 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 the SCANS, Skills and Competencies Checklist, the Career Aptitude Placement system, and/or a Customer Profile booklet to be completed by the youth.

**Enrollment:** The Youth Transitions Program will serve youth who are aged 16 through 21 at the time of enrollment. All referrals will flow through the Youth Transitions 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 is intended to be a 12 month program. Extension of the 12 months 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 trainings 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, Financial Literacy, and Sexual Harassment.

**Training for Mentors:** CSET staff will provide training for program mentor volunteers including 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 in the program. CSET will gather the participants' time sheets and perform all of the payroll functions.

**Reporting and Payment:**

CSET will submit an invoice/payment request to Tulare County HHSa that includes:

- The total amount billed for period indicated on the invoice.
- The names of the participants included in the billing total.
- The hours worked by each participant.
- The work location/department of each participant indicated on the invoice.
- Other supportive documentation as required by the County.

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.

In return for the minimal services provided by the youth in the Program, Tulare County will reimburse CSET at the following rate:

California's minimum wage (currently \$8.00 per hour) plus the cost of Worker's Compensation (currently \$1.55 per hour) plus an agreed upon hourly rate for CSET's costs (\$1.45 per hour) for providing the services listed above. This total agreed upon hourly rate is currently \$11.00 per hour, but may be revised if there is a change to California's minimum wage and/or the Worker's Compensation rate.

See Exhibit B for the calculation of 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 attached fee schedule for invoice dates, estimated amounts & reimbursement processing time)
- Meaningful work experience at designated work sites.
- A worksite mentor for each youth assigned.
- Worksite supervision.
- An 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**  
**April 1, 2010 through September 30, 2011**  
**18 Months**

**Staff & Operations:**

Salary/Benefits	68,445
Advertising	750
Rent	3,600
Duplicating/Printing	581
Equipment Purchase	1,500
Office Supplies	2,250
Insurance	960
Telephone	693
Staff Travel	4,000
<b>Sub Total</b>	<b>82,779</b>

Staff & Operations	82,779
Youth Wages	456,720
Workers Comp	88,491
<b>Total Budget:</b>	<b>627,990</b>

**CSET**  
**Proposed Invoice Schedule**

<b>Dates of Service</b>	<b>Invoice Date</b>	<b>Invoice Amount</b>	<b>Estimated Reimbursement Date</b>
April 2010	May 1, 2010	\$9,515	May 31, 2010
May 2010	June 1, 2010	\$19,030	June 30, 2010
June 2010	July 1, 2010	\$28,545	July 31, 2010
July 2010	August 1, 2010	\$38,060	August 31, 2010
August 2010	September 1, 2010	\$38,060	September 30, 2010
September 2010	October 1, 2010	\$38,060	October 31, 2010
October 2010	November 1, 2010	\$38,060	November 30, 2010
November 2010	December 1, 2010	\$38,060	December 31, 2010
December 2010	January 1, 2011	\$38,060	January 31, 2011
January 2011	February 1, 2011	\$38,060	February 28, 2011
February 2011	March 1, 2011	\$38,060	March 31, 2011
March 2011	April 1, 2011	\$38,060	April 30, 2011
April 2011	May 1, 2011	\$38,060	May 31, 2011
May 2011	June 1, 2011	\$38,060	June 30, 2011
June 2011	July 1, 2011	\$38,060	July 31, 2011
July 2011	August 1, 2011	\$38,060	August 31, 2011
August 2011	September 1, 2011	\$38,060	September 30, 2011
September 2011	October 1, 2011	\$38,060	October 31, 2011
<b>Total</b>		<b>\$627,990</b>	

**Exhibit "C"**  
**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 or subcontractors, if applicable.*

**A. Minimum Scope & Limits of Insurance**

1. Coverage at least as broad as Commercial General Liability Insurance of \$1,000,000 combined single limit per occurrence. If the annual aggregate applies it must be no less than \$2,000,000.
2. Comprehensive Automobile Liability Insurance (if applicable) of \$1,000,000 per occurrence.
3. Workers' Compensation and Employer's Liability Insurance as required by law.
4. Professional Errors and Omissions Insurance of \$1,000,000.

**B. Specific Provisions of the Certificate**

1. The Certificate of Insurance for General Liability, Comprehensive Automobile Liability Insurance and Professional Errors and Omissions Insurance have to meet the following requirements:
  - a. *Name the COUNTY, Its officers, agents, employees and volunteers, individually and collectively, as additional insured by endorsement to the policy.*
  - b. *State that such Insurance for additional insureds shall apply as primary insurance and any other insurance maintained by COUNTY shall be excess.*
  - c. *Provide that coverage shall not be suspended, voided, canceled, reduced In coverage, or otherwise materially changed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.*
2. The Certificate of Insurance for Workers Compensation, should include the following:
  - a. *Waiver of Subrogation. Contractor waives all rights against the County and its agents, officers, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability by endorsement to the policy.*

**C. Deductibles and Self-Insured Retentions**

The COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

**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 (-) from a company admitted to do business in California, any waiver of these standards are subject to approval by the County Risk Manager or County Risk Manager's designee.

**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. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/2/2009

PRODUCER (559)733-7272 FAX: (559)733-5612  
 Lewis and Associates  
 700 West Center  
 License #0797015  
 Visalia CA 93291

INSURED  
 Community Services & Employment Training, Inc.  
 P.O. Box 1350  
 Visalia CA 93279

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Nonprofits Ins. Alliance of	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	200903756NPO	7/1/2009	7/1/2010	EACH OCCURRENCE \$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
					MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COM/PROP AGG \$ 2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
					GARAGE LIABILITY <input type="checkbox"/> ANY AUTO
A	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	200903756UMBPO	7/1/2009	7/1/2010	EACH OCCURRENCE \$ 5,000,000
					AGGREGATE \$ 5,000,000
					\$
					\$
					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
A	OTHER Social Service Professional Liability	200903756NPO	7/1/2009	7/1/2010	Aggregate \$2,000,000 Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Ten (10) days notice of cancellation for non-payment of premium.  
 Additional insured under the Commercial General Liability as follows: Tulare County, its officers, agents, employees and volunteers, individually and collectively.  
 Re: Welfare to Work Eligibility Grant

CERTIFICATE HOLDER	CANCELLATION
Tulare County Health & Human Resources Carla Cosper - Contracts Unit 5957 So. Mooney Blvd. Visalia, CA 93277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Connie Sue Collins/CC <i>Connie Sue Collins</i>



## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p><b>Name Of Additional Insured Person(s) Or Organization(s)</b></p> <p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p> <p>Tulare County, its officers, agents, employees and volunteers, individually and collectively</p> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>
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**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 10-02-2009

GROUP: 000238  
POLICY NUMBER: 0012599-2009  
CERTIFICATE ID: 63  
CERTIFICATE EXPIRES: 07-01-2010  
07-01-2009/07-01-2010

TULARE COUNTY  
HEALTH & HUMAN SERVICES AGENCY  
5957 S MOONEY BLVD  
VISALIA CA 93277-9394

NE

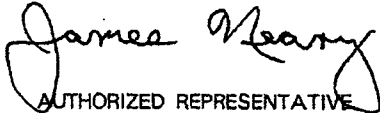
JOB: WELFARE TO WORK ELIGIBILITY GRANT

This is to certify that we have issued a valid Workers' Compensation Insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

  
AUTHORIZED REPRESENTATIVE

  
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

COMMUNITY SERVICES & EMPLOYMENT TRAINING INC.  
PO BOX 1350  
VISALIA CA 93279

[B14,NE]

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