

**AGREEMENT BETWEEN
THE COUNTY OF TEHAMA AND EXPRESS SERVICES
INC., DBA EXPRESS EMPLOYMENT PROFESSIONALS**

This agreement is entered into between the County of Tehama, through its Department of Social Services, ("County") and Express Services, Inc. DBA Express Employment Professionals, ("Contractor"), a for profit corporation with a local notice address of 243 S. Main Street, Red Bluff, Ca. 96080, for the purpose of administering a subsidized employment program.

1. **RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall perform services as described in Exhibit C, Scope of Work, attached hereto and made part of this Agreement. Contractor shall invoice County in the manner indicated by and on a form approved by the Director of Social Services.

2. **RESPONSIBILITIES OF THE COUNTY**

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement in full consideration of services provided by Contractor.

3. **COMPENSATION**

- a. As consideration for the services set forth in Section 1, County shall pay Contractor as set forth in this Section. For work satisfactorily performed in accordance with the terms of this Agreement, as reasonably determined by County, Contractor shall accurately invoice County the billed rates for actual participant hours worked, as described in Section 4, for as many individual placements in subsidized employment slots as the budget will allow per fiscal year.
- b. Compensation shall be paid at a maximum of \$349,064.10 for the period of January 1, 2025 to June 30, 2025. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees

that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

- c. Contractor agrees that the Contract Cost Principles and Procedures, 48 C.F.R., part 31, shall be used to determine the allowability of cost individual items. Contractor further agrees to comply with federal procedures in accordance with 49 C.F.R., part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under the Contract Cost Principles and Procedures, 48 C.F.R., part 31, or the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 48 C.F.R., part 18, are subject to repayment by Contractor to County.
- d. Any subcontract entered into as a result of this Agreement, if authorized by County in accordance with Section 8, shall contain all of the provisions of this Section.

4. **BILLING AND PAYMENT**

Contractor shall submit accurate biweekly invoices in the manner indicated by and on a form approved by the Director of Social Services for the billed rate per actual participant hour worked. The billed rates for each category of placement are as follows:

- a. Administrative Placement - Per hour participant wage multiplied by 1.65 (markup)
- b. Commercial/Industrial Placement - Per hour participant wage multiplied by 1.80 (markup)

Any supporting documentation for any invoice shall be received immediately upon demand by County. Any invoices for the month of June during the term of this Agreement, must be submitted no later than the 15th of June, and can be reconciled in July. County shall make payment within thirty (30) days of receipt of Contractor's invoice. In no event will the cost to County for services to be provided under this Agreement exceed the Maximum Compensation.

5. **TIMELY SUBMISSION**

Notwithstanding section #4, Contractor shall submit a final undisputed invoice for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of the County under this Agreement have ceased and that no further payments are due or outstanding. County will not honor any delinquent invoice. Contractor will be deemed to have forfeited its right to payment and shall have no claim against County for payment, of any kind whatsoever, for any delinquent invoice.

6. **TERM OF AGREEMENT**

This agreement shall commence on January 1, 2025 and shall terminate June 30, 2025, unless terminated in accordance with section 7 below.

7. **TERMINATION OF AGREEMENT**

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Director, the Chairperson of the Tehama County Board of Supervisors or the Purchasing Agent, as indicated on the signatory page.

8. **ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically

acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

9. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

10. **EMPLOYMENT STATUS**

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

11. **INDEMNIFICATION**

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, to the extent caused by contractor's negligent performance of work hereunder or its failure to comply with any of its obligations contained in this agreement. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or

regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

12. **INSURANCE**

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements for Contractor," attached hereto and incorporated by reference.

13. **PREVAILING WAGE**

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations

pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

14. **NON-DISCRIMINATION**

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

15. **GREEN PROCUREMENT POLICY**

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction’s contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

16. **COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by Contractor under this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

17. **LAW AND VENUE**

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

18. **AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

19. **NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

NOTICES TO COUNTY:	NOTICES TO CONTRACTOR:
Bekkie F. Emery, Director Tehama County Department of Social Services P. O. Box 1515 Red Bluff, CA 96080 Fax: 530-527-5410	Randy and Lisa Hansen, Owners Express Employment Professionals 243 S. Main St., Red Bluff, CA 96080 Phone: 530-527-0727 Lisa.Hansen@ExpressPros.com
ANALYST RESPONSIBLE TO RECEIVE REPORTS	PERSON RESPONSIBLE FOR REPORTING
Faith Sweat, Staff Services Analyst Tehama County Department of Social Services P.O. Box 1515 Red Bluff, CA 96080 OR emailed to fsweat@tcdss.org OR delivered in person to: 310 S. Main St. Red Bluff, CA 96080 Phone: 530-528-4116	Randy and Lisa Hansen, Owners Express Employment Professionals 243 S. Main St., Red Bluff, CA 96080 Phone: 530-527-0727 Lisa.Hansen@ExpressPros.com
INVOICES SUBMITTED TO COUNTY:	PERSON RESPONSIBLE FOR INVOICING:
Invoices may be emailed to AccountsPayable@tcdss.org	Randy and Lisa Hansen, Owners Express Employment Professionals 243 S. Main St., Red Bluff, CA 96080 Phone: 530-527-0727 Lisa.Hansen@ExpressPros.com

Notice shall be deemed to be effective two days after mailing.

20. **NON-EXCLUSIVE AGREEMENT:**

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

21. **STANDARDS OF THE PROFESSION**

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

22. **LICENSING OR ACCREDITATION**

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

23. **RESOLUTION OF AMBIGUITIES**

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

24. **NO THIRD PARTY BENEFICIARIES**

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

25. **HAZARDOUS MATERIALS**

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

26. **HARASSMENT**

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

27. **COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

28. **EXHIBITS**

Contractor shall comply with all provisions of Exhibits A through F, attached hereto and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

29. **OWNERSHIP OF DOCUMENTS**

All documents, notes, reports, electronic storage media, plans or any other materials produced by Contractor during the term of this agreement for any purpose related to the agreement shall become the property of the County. Contractor shall deliver, upon full payment by the County for services rendered hereunder, all such materials to County.

30. **DOCUMENTS AND RETENTION**

1. Contractor and County agree to retain all documents relevant to this agreement for five years from the termination of the agreement or until all audits, Federal and/or State, are complete, whichever is later. Upon request, Contractor shall make available these records to the County, State or Federal government representatives.
2. Contractor shall provide County all finished and unfinished reports, data, studies, photographs, charts and other documents prepared by Contractor pursuant to this agreement, should this agreement be terminated.
3. Contractor shall develop and maintain records concerning the services provided pursuant to this agreement. Contractor shall also provide all information necessary for quarterly reports or other reports required by County, State or the Federal government. Contractor shall fully cooperate with the County in providing any information needed by any governmental entity concerning this agreement.

31. **SEXUAL HARASSMENT**

Contractor shall not employ sexual harassment or discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,

marital status, sex, age, or sexual orientation. Contractor shall provide services in accordance with Exhibit B, Nondiscrimination Clause, attached hereto, and the Tehama County Sexual Harassment Policy, available upon request; both made part of this agreement.

32. **CONFLICT OF INTEREST**

Contractor and Contractor's employees shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this agreement.

33. **CONFIDENTIALITY**

The intent of this agreement is for the Contractor to provide subsidized employment placement opportunities for CalWORKs participants. However, should specific information regarding the County's clients become known to Contractor, the following confidentiality rules shall apply:

- a. Contractor shall require all employees, volunteers, agents, and officers to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Manual of Policies and Procedures (MPP) Division 19, which provide that:
 - 1.) All applications and records concerning any individual made or kept by Contractor shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program.
 - 2.) No person shall publish, disclose, use, permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.
 - 3.) No person shall publish, disclose, use, permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient, except as provided by law.
- b. Contractor shall ensure all employees, volunteers, agents, and officers comply with the above provisions, and shall inform all employees, agents and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.
- c. During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.

d. Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any and all patient, client, or resident medical information, which may be viewed in the process of doing his/her/its contracted services. The Contractor understands that he/she/its is subject to all of the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA); Title 42, Section 2.1 through 2.67-1, Code of Federal Regulations; and Confidentiality of Medical Information Act [Part 2.6 (commencing with Section 56)] of Division 1 of the Civil Code. Violation of the confidentiality of patient, client or resident medical information may result in federally imposed fines and penalties and the cancellation of this agreement.

34. **AVAILABILITY OF FUNDS**

All funding under this agreement is subject to the availability of Federal, State and County funds. If at any time during the period covered by this agreement the funding from any source is discontinued or decreased, this agreement shall no longer be binding upon the County or the Contractor, effective with the date funding is discontinued or decreased.

In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency.

35. **MONITORING, VIOLATIONS, BREACHES OF AGREEMENT**

The County may monitor the Contractor's performance to assure compliance with the terms, conditions and specifications of this agreement.

Contractor shall develop and make known to recipients the procedure for presenting grievances or complaints regarding services and shall be able to present the procedure to County at any time. This shall include informing recipients of their right to a State hearing.

The County may take appropriate remedies, such as fiscal penalties or withhold payment in instances whereas the Contractor or any person employed by Contractor, in any capacity during the progress of the work, whether by negligence or otherwise breach or violate any provision of this agreement.

36. **MISCELLANEOUS PROVISIONS**

Contractor will recognize the mandatory standards and policies relating to energy efficiency in the state energy conservation plan. {Title 24, California Administrative Code}.

If the amount of this agreement is in excess of \$10,000.00, Contractor is required to comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60).

If the amount of this agreement is in excess of \$100,000.00, Contractor is required to comply with Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

TEHAMA COUNTY DEPARTMENT OF SOCIAL SERVICES

Date: Dec. 2, 2024

Bekkie F. Emery
Bekkie F. Emery, Director

EXPRESS EMPLOYMENT PROFESSIONALS

Date: 11/26/24

Lisa Hansen
Lisa Hansen, Franchisee

123262
Vendor Number

5013-53230
Budget Account Number

93.558
CFDA #

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less

than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Tehama County, its elected officials, officers, employees and volunteers” as an additional insured, except for the negligence or willful misconduct of “Tehama County, its elected officials, officer, employees and volunteers.”

The certificate holder shall be “County of Tehama.”

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor’s liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

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

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that “coverage shall not be reduced or canceled without 30 days’ prior written notice certain to the County.”

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require endorsements effecting the coverage required by these specifications at any time.

EXHIBIT B

NONDISCRIMINATION CLAUSE

The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940 (c), (h) (1), (I), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations Section 98000-98413; the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91; 7 CFR Part 15; and 28 CFR Part 35], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of age, sex, color disability, national origin, race, marital status, religion or political affiliation be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HERREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement. THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited. By ACCEPTING THE ASSURANCE, the Contractor agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and /or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance. This ASSURANCE is binding on the Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Exhibit C

Scope of Work

Subsidized Employment Program - Express Employment Professionals

The purpose of the Long-Term Subsidized Employment Program is to provide immediately available, meaningful subsidized work that has the potential to lead to unsubsidized employment.

The goal of the project is to engage participants in meaningful work activities while teaching work-related soft skills, evaluating work readiness, and providing CalWORKs Employment Services staff with relevant information for developing the ongoing service strategies for their participants. These placements may be at public, private, or non-profit work sites. Displacement provisions, as outlined below, will be adhered to at all times.

Participants will be paid at least minimum wage. Hours will vary to up to 40 hours per week. Positions may be part-time or full-time depending on the type of placement and the work to be done. It is expected that every attempt be made to find a placement that can accommodate the number of hours indicated on the referral from CalWORKs Employment Services to Express Employment Professionals.

Referred participants will have varying levels of skills, including those who are recently unemployed and have a high level of work experience to those who have little or no work experience, or individuals who have been self-employed. Participants may include felons, individuals with barriers to employment, including mental health, substance use or domestic violence.

Within one day of receiving a referral, Express Employment Professionals staff will invite the participant to complete an employment application and intake and screening process. The intake and screening process will include a skills assessment and interview. The interview will include a discussion of vocational interests, availability, strengths, barriers, required participation hours, and measurement of interest in specific job sites or types of employment. All participants accepted into the program must meet Express Employment Professionals' bonding requirement, i.e., a participant cannot have a conviction within the past seven (7) years involving theft, embezzlement, and/or fraud in an amount exceeding \$5,000.

The resources provided through this Agreement will be used to fund:

- As many individual placements in subsidized employment slots as the budget will allow per fiscal year.
- Placement at a work site within 10 days of receiving a referral, assuming the participant follows through with all appointments and commitments, is willing and able to choose a site from the established list, and the worksite does not ask for a delay.
 - Due to a hiring freeze, County positions are not to be considered for placement.

- Six (6) months of subsidized employment for each participant. Participant may be placed at more than one worksite within the initial six-month period as deemed necessary. Duration of placements may vary depending on worksite circumstances.
 - Example 1: A participant may complete one month of subsidized employment at worksite (A) then, due to various reasons (participant or employer needs, scheduling or other conflicts, performance issues, or other placement outcomes), may be relocated to worksite (B) for the opportunity of a better fit. The participant would then complete the remaining five months of subsidized employment at worksite (B).
 - Example 2: A participant may be placed at worksite (A) for an assignment that is deemed temporary and will end after three (3) months. The participant would then be placed at worksite (B) for the remaining three (3) months of subsidized employment.

Placement decisions will be made by Express Employment Professionals staff in consultation with the Employment & Training Lead Worker.

- Up to 40 hours per week of paid wages, at least meeting California minimum wage and including prevailing wage as appropriate.
 - For the extent of this contract, no overtime is to be authorized. If a participant were to engage in overtime, it would be the responsibility of the employer to pay the overtime wages.
- Paychecks to participants will be issued weekly.
- Assuming responsibility for the participant, including non-operational supervision, monitoring progress, job skills coaching, workplace and life skills, job search assistance, and individual placement activities in coordination with the Employment & Training Lead Worker.

Express Employment Professionals will become the employer of record for all of the participants in the program, and assume fiscal responsibility including payroll and worker's compensation.

Contractor agrees to:

- Meet with County quarterly to discuss the progress of this agreement and make any necessary adjustments in order to meet the desired outcomes.
- Participate in the ongoing monitoring of this agreement by County (Exhibit F), which may include at least one on-site visit.

Reporting Requirements

Eligible CalWORKs participants will be identified and referred for participation in subsidized employment by the Employment & Training Workers (ETWs), who are the case managers in the CalWORKs Employment Services Program.

Express Employment Professionals will be responsible for working with the subsidized employment placement site supervisor on evaluation of the participant, and will communicate

any issues to the Employment & Training Lead Worker as soon as possible, but within no more than five (5) working days.

Using formats approved by the County, the Contractor shall provide all reporting by the 15th of the month following the report month. All reports required within this agreement shall be transmitted via one or more of the following methods:

- Encrypted email.
 - Note 1: Prior to emailing reports, Contractor must contact County in order to establish the encrypted email process.
 - Note 2: In addition to all regular reports, any communications with ETWs or analyst staff, which include personal identifying information of a participant, must also be sent via secured methods.
- Mail Delivery: Tehama County Department of Social Services, PO Box 1515, Red Bluff CA 96080
- In-Person Delivery: Tehama County Department of Social Services, 310 South Main Street, Red Bluff CA 96080

Monthly Reports

The following monthly reporting is required for each program participant:

- Subsidized employee name (last and first), referral date, start date, exit date, hourly wage, and total number of hours worked in the calendar month.
- Time sheets for participant for the report month.
- Written participant evaluation and feedback that includes:
 - Details about the subsidized employee's strengths and weaknesses, job readiness, service needs, and other insight and recommendations to increase employability.
 - This should include information from the worksite supervisor collected through a survey or an evaluation.

County agrees to:

- Provide ongoing monitoring, which may include at least one on-site visit over the term of this agreement.
- Provide technical assistance as needed to Contractor.
- Meet with Contractor quarterly to discuss the progress of this agreement utilizing the Tehama County Quarterly Contract Monitoring Tool (Exhibit F) and to make any necessary adjustments in order to meet the desired outcome

EXHIBIT D

BUDGETS

Express Employment Professionals																
TCDSS Subsidized Employment Program																
Projected participant hours worked, billings																
	Referrals	Hours/mo.	July, 2024	Aug, 2024	Sept, 2024	Oct, 2024	Nov, 2024	Dec, 2024	Jan, 2025	Feb, 2025	Mar, 2025	Apr, 2025	May, 2025	June, 2025	Totals	
<u>Carryovers from June, 2024:</u>																
-Feb, 2024																0
-Mar, 2024																0
-Apr, 2024																0
-May, 2024																0
-June, 2024																0
Subtotal - hours for carryovers			0	0	0	0	0	0	0	0	0	0	0	0	0	0
<u>New referrals:</u>																
July, 2024		0.00	0	0	0	0	0	0								0
Aug, 2024		0.00	0	0	0	0	0	0	0							0
Sept, 2024		0.00	0		0	0	0	0	0	0						0
Oct, 2024		0.00	0			0	0	0	0	0	0					0
Nov, 2024		0.00	0				0	0	0	0	0	0				0
Dec, 2024		0.00	0					0	0	0	0	0	0			0
Jan, 2025		3.00	528						528	528	528	528	528	528	528	3,168
Feb, 2025		3.00	528							528	528	528	528	528	528	2,640
Mar, 2025		3.00	528								528	528	528	528	528	2,112
Apr, 2025		3.00	528									528	528	528	528	1,584
May, 2025		3.00	528										528	528	528	1,056
Jun, 2025		3.00	528											528	528	528
Subtotal - hours for new referrals			0	0	0	0	0	0	528	1,056	1,584	2,112	2,640	3,168	11,088	
Total hours - ALL			0	0	0	0	0	0	528	1,056	1,584	2,112	2,640	3,168	11,088	
x Average bill rate			\$31.48	\$31.48	\$31.48	\$31.48	\$31.48	\$31.48	\$31.48	\$31.48	\$31.48	\$31.48	\$31.48	\$31.48	\$31.48	\$31.48
Total budget			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,622.10	\$33,244.20	\$49,866.30	\$66,488.40	\$83,110.50	\$99,732.60	\$349,064.10	
Projected pay rates				\$18.25												
-Administrative bill rate - 1.65 Mark-up				\$30.11												
-Commercial bill rate - 1.80 Mark-up				\$32.85												
-Average bill rate - Admin vs. Commercial				\$31.48												

NOTE: Above assumptions based on average of 8 hours per day and 22 work days per month (176 hours/month/person). Each referral works for 6 month period (or 180 days).
It is also projected that 50% of placements will be administrative and 50% will be commercial/industrial, so average bill rate to be used.

EXHIBIT E

SAMPLE INVOICE

INVOICE		Attach back-up documentation to this page. If needed for more space, insert or delete rows, or attach another page(s).			
CONTRACTOR NAME AND ADDRESS		INVOICE #:		FOR MONTH(S)/YEAR:	
0					
0		CONTRACT #:		PURPOSE/TITLE OF CONTRACT	
0				0	

BUDGET LINE ITEM	A. CONTRACT BUDGET	B. CURRENT INVOICE COSTS	C. TOTAL COSTS YEAR-TO-DATE INCLUDING THIS INVOICE	D. BALANCE REMAINING PAYABLE (A-C)
DIRECT SALARIES				
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
DIRECT BENEFITS/FRINGE				
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
DIRECT SALARIES & BENEFITS TOTAL	\$ -	\$ -	\$ -	\$ -
DIRECT COSTS				
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
DIRECT COSTS TOTAL	\$ -	\$ -	\$ -	\$ -
INDIRECT SALARIES				
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
INDIRECT BENEFITS/FRINGE				
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
INDIRECT SALARIES & BENEFITS TOTAL	\$ -	\$ -	\$ -	\$ -
INDIRECT COSTS				
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
INDIRECT COSTS TOTAL	\$ -	\$ -	\$ -	\$ -
TOTAL INVOICE		\$ -		
TOTAL CONTRACT	\$ -		\$ -	\$ -

EXHIBIT F

Tehama County Quarterly Contract Monitoring Tool			
I. General Information:			
Contractor:			
Purpose:			
Amount of Contract:			
Reporting Period:		Date of Meeting:	
		Onsite Visit:	☐
II. Contracted Outcomes:			
III. Current Performance:			
IV. Goals Updates From Prior Meeting:			
V. Successes:		VI. Challenges:	
VII. Goals for Next Quarter:		VIII. Strategies for Improvement:	

E-Contract Review
Approval as to Form

Department Name: Social Services

Vendor Name: Express services

Contract Description: For the purpose of administering a subsidized employment program for eligible CalWORKs participants

APPROVED AS TO FORM:



Office of the Tehama County Counsel
Margaret Long, County Counsel

Date: 1/15/2025



Tehama County Minutes Certification

File Number: 25-0072

Enactment Number: MISC. AGR 2025-035

6. SOCIAL SERVICES

25-0072

a) AGREEMENT - Approval and authorization for the Social Services Director to sign the Agreement with Express Services Inc. dba, Express Employment Professionals for the purpose of administering a subsidized employment program for eligible CalWORKs participants, for a maximum compensation not to exceed \$349,064.10, effective 1/1/25 through 6/30/25.

Enactment No: MISC. AGR 2025-035

Approval of the Consent Agenda.

A motion was made by Vice Chair Nolen, seconded by Supervisor Walker, to approve the Consent Agenda. The motion carried by the following vote:

RESULT: APPROVED THE CONSENT AGENDA

MOVER: Pati Nolen

SECONDER: Tom Walker

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 2/4/2025.

Attest:

Deputy

February 14, 2025

Date Certified