COUNTY OF GLENN
AGENDA ITEM TRANSMITTAL

MEETING DATE: November 19, 2013
Submitting Department(s): Health & Human Services Agency
BRIEF SUBJECT/ISSUE DESCRIPTION: Approve the agreement with the Colusa County One-Stop Partnership for ongoing payroll processing services for participants of the Youth Employment Services (YES) program and the Workforce Investment Act (WIA) program.
Contact: Cecilia Hutsell/prepared by K Vasco
Phone: 934-1437

AGENDA PLACEMENT
APPOINTMENT – Appearances by: (Specify Name & Title)

ATTACHMENTS
☐ Board Report
☐ Letter
☐ Minute Order
☐ Contract
☐ Transfer
☐ Grant App.
☐ Resolution
☐ Ordinance
☐ Proclamation
☐ Policy Update
☐ Code Update
☐ Other – Contract Agreement

LEGAL/PERSONNEL/FISCAL
☐ County Counsel
☐ Personnel
☐ Finance

CLERK INSTRUCTIONS
☐ Return Minute Order to Pat Auser
☐ Return Certified Copy Of:
☐ Other:

PUBLIC HEARINGS & COMMITTEE VACANCIES
☐ State
☐ Federal

LEGISLATION
Bill#: □ Latest Version of Bill
□ Draft Letter Attached
□ List of Supporters/Opponents
☐ Statement of Relevance to County Interests
□ Description Attached

FUNDING SOURCE/IMPACT
□ General Fund Impact
☒ Other ESG
□ Budgeted
□ Transfer Attached
☐ 4/5ths Vote Required
☐ Contingency Request

CONTRACTS, LEASES & AGREEMENTS
☐ New
☐ Renewal
☐ Amendment
☐ Insurance Certificate
☐ Contract Report
Date of Original
Contract: 1/6/11
Contract No.: 0870
Fiscal Year: 10/11

RECOMMENDED ACTION/MOTION: No General Fund Impact
1. Approve the agreement between the HHSA and the Colusa County One-Stop Partnership for ongoing payroll processing services for participants of the YES and WIA programs.
2. Authorize the HHSA Director, or designee, to execute the agreement.
3. Authorize the HHSA Director, or designee, to modify or amend the agreement, contingent upon the review and approval of County Counsel.

Scott Gruendl, HHSA Director

Reviewed By (if applicable):
Personnel Director
Department of Finance
EXECUTIVE SUMMARY

The Health and Human Services Agency (HHSA) administers numerous programs that provide employment-related services. Among these are the Youth Employment Services (YES) program and the Workforce Investment Act (WIA) program. Both of these programs provide work experience or work training placements for youth, adults and dislocated workers, some of which (work experience placements) are subsidized placements. Subsidized placements require payroll processing services and the HHSA has contracted with the Colusa County One-Stop Partnership, a neighboring WIA program operator, to provide these services for the past three (3) years. The total amount of the agreement will not exceed $90,000.

RECOMMENDATION(S):

1. Approve the agreement between the HHSA and the Colusa County One-Stop Partnership for ongoing payroll processing services for participants of the YES and WIA programs.
2. Authorize HHSA Director, or designee, to execute the agreement.
3. Authorize the HHSA Director, or designee, to modify or amend the agreement, contingent upon the review and approval of County Counsel.

HISTORY AND BACKGROUND:

The HHSA has been providing subsidized work experience placements for over 12 years. In the past, payroll processing for work experience placements was done by the North Central Counties Consortium (NCCC). However, as of 2010 NCCC no longer had the capacity to provide payroll processing and there became a need to find another contractor for this service.

The Colusa County One-Stop Partnership is the designated WIA program operator for Colusa County and as such has both the experience and capacity to provide payroll processing for work experience placements. The HHSA has a long-standing collaborative relationship with the Colusa County One-Stop Partnership and has also worked with the organization in the provision of housing and homeless services in Colusa County. The HHSA would like to continue this collaboration and execute the 2013/14 agreement for work experience payroll processing.

FISCAL/PERSOONNEL IMPACT(S):

No County General Funds Required.

This request is 100% budgeted through WIA funding.
ANALYSIS/DISCUSSION:

As a WIA program operator, the Colusa County One-Stop Partnership has many years of experience in processing payroll for subsidized work experience/training placements and has also been providing payroll processing services for Glenn County for the past three (3) years. The HHSA wishes to continue this collaboration with the Colusa County One-Stop Partnership and if authorized will execute an agreement in the amount of $90,000, which includes work experience wages and a 6% administrative fee that will be retained by the Colusa County One-Stop Partnership. The execution of this agreement will allow the HHSA to provide subsidized work experience placements that may help program participants achieve long-term self-sufficiency.
AGREEMENT BETWEEN THE COUNTY OF GLENN, HEALTH & HUMAN SERVICES AGENCY AND COLUSA COUNTY ONE-STOP PARTNERSHIP FOR THE PROVISION OF WIA & YES PAYROLL SERVICES

This agreement is entered into by and between the County of Glenn, Health and Human Services Agency (HHSA), Workforce Investment Act Program, hereafter referred to as “County” and Colusa County One-Stop Partnership, hereafter referred to as “Contractor” for the provision of payroll services to work experience (WEX) placements under the Workforce Investment Act program, hereafter referred to as “WIA” and CalWORKs placements under the Youth Employment Services program, hereafter referred to as “YES.”

1. RESPONSIBILITIES OF CONTRACTOR
   During the term of this agreement, Contractor shall, as directed by the HHSA:
   A. Provide payroll services to HHSA program participants under the WIA and YES.
      The provision of payroll services shall include acting as employer of record for all WEX and YES placements.
   B. Comply with the Vendor Assurance of Compliance Agreement as required by the California Department of Social Services, which is attached hereto (Exhibit A) and made a part of this agreement.

2. RESPONSIBILITIES OF THE LEAD AGENCY
   County shall pay Contractor upon receipt and approval of the invoice(s).

3. COMPENSATION
   This agreement shall not exceed $90,000. Contractor will be compensated for an administrative fee calculated at 6% of payroll; Contractor will also be reimbursed for Workers’ Compensation charges at an actual cost of 5.98%. Contractor will assume all postage costs incurred for payroll distribution.

4. BILLING AND PAYMENT
   Contractor shall submit all itemized invoices to the Glenn County Human Resource Agency, 420 E. Laurel Street, Willows, CA 95988, Attention: Randy Royce, CAD Fiscal within 30 days after completion of the services described in paragraph. Invoices
for payroll services for WEX placements shall be apart and separate from invoices for CalWORKs placements.

5. **TERM OF AGREEMENT**
The term on this Agreement shall begin on July 1, 2013 and shall terminate on June 30, 2014.

6. **TERMINATION OF AGREEMENT**
If Contractor fails to perform his duties to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner his obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement effective immediately upon County giving written notice thereof to 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 contract immediately upon oral notice should funding cease or be materially decreased. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination.

7. **ENTIRE AGREEMENT; MODIFICATION**
This agreement supersedes all previous agreements and constitutes the entire understanding of 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 others.

8. **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 County.

9. **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 County is to ensure 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 if Contractor were a Lead Agency 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.

10. **INDEMNIFICATION**
Contractor shall indemnify, defend and hold harmless Glenn County and its directors, officers, employees and volunteers from and against any and all liability loss, damage, expense, and costs (including without limitation litigation costs and attorney fees) of every nature arising out of or in connection with Contractor’s performance of this contract or its failure to comply with any of its obligations contained in the contract, except such loss or damage caused by the sole negligence or willful misconduct of the County.

Contractor shall also indemnify County of any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against County with respect to Contractor’s independent Contractor status that would establish a liability for failure to make social security or income tax withholding.

11. **INSURANCE**
Contractor agrees to carry insurance coverage in the amounts of at least $1,000,000 per occurrence for Commercial General Liability and Automobile Liability. Contractor shall also carry Workers’ Compensation coverage with statutory limits for the jurisdiction within which the facility is located and $1,000,000 in Employers’ Liability.

Such insurance shall include Glenn County, its elected officials, officers, and employees as an additional insured, and shall not be reduced or canceled without 30 days written prior notice delivered to County. Contractor shall provide County with a certificate of
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insurance as evidence of insurance protection provided. Insurance certificates provided by any insurance company or underwriter shall not contain the language “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company” or similar language. Contractor’s insurance coverage shall be primary noncontributing insurance as relates to any other insurance or self-insurance available to the County, its officials, employees, agents or volunteers. Any insurance or self insurance maintained by the County, its officials, employees or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

12. NON-DISCRIMINATION
Contractor shall not discriminate in employment practices or in the delivery of services on the basis of race, religious creed, color, national origin, disability, marital status, political affiliation, sex, age, or sexual orientation of any person. The Contractor shall comply with Executive order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 and as supplemented in Department of Labor regulation (41 CAR Part 60). The Contractor agrees to comply with the requirements as listed in the Assurance of Compliance form Exhibit A.

13. 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:

If to County: Glenn County Health and Human Services Agency
Scott Gruendl, Director
420 E. Laurel Street
Willows, CA 95988
(530) 934-6510

If to Contractor: Colusa County One-Stop Partnership
Lora Ceccon, Director
144 Market Street
Colusa, CA 95932
(530) 458-0326

Program: David Allee
(530) 934-1532
Agreement between the County of Glenn and the Colusa County One Stop

Contract: Suzi Kochems, Resource Development Manager
(530) 934-1466

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

14. **AVAILABILITY OF FUNDS**
All funding under the Contract is subject to the availability of State or Federal funds.

15. **RIGHT TO MONITOR AND AUDIT**
County shall have the right to monitor all work performed, as well as to review all records and procedures to assure that the expenditure of funds is in conformity with this agreement and applicable Federal and State regulations.

16. **INDEPENDENT CONTRACTOR CLAUSE**
It is specifically and expressly understood between the parties that this agreement creates no relationship of employer/employee between the parties and that Contractor is, and shall remain throughout the term of this agreement, an independent Contractor. Contractor agrees that he is not, and will not become, an employee, partner, agent or principal of county while this agreement is in effect. Contractor agrees that he is not entitled to the rights or benefits afforded to County’s employees, including disability or unemployment insurance, workers’ compensation, medical insurance, sick leave, or any other employment benefit. Contractor is responsible to pay or provide from his own expense, all federal and state income taxes, including estimated taxes, social security, and any other payroll tax obligations that he may owe as a result of compensation received for services rendered pursuant to this agreement.

Contractor is further responsible for providing, at his own expense, disability, unemployment, and other insurance, workers’ compensation, training, permits and licenses for himself and for his employees and subcontractors. Contractor agrees to indemnify County for any claims, costs, losses, fees, penalties, interest, attorney’s fees, or damages suffered by County resulting from Contractor’s failure to comply with these provisions.

17. **CONFIDENTIALITY/PRIVACY**
A. Personally Identifiable Information (PII) is defined as an individual’s first name or first initial and last name in combination with any one or more of the following data elements including, but not limited to: social security number, passport number, credit
card number(s), clearances, bank numbers, biometrics, date and place of birth, mother’s maiden name, criminal, medical and financial records, educational transcripts, etc.

B. To the extent that the work under this Agreement requires the Contractor to have access to PII, the Contractor shall, after receipt thereof, treat such PII as confidential and safeguard such information from unauthorized use and disclosure. Contractor agrees to execute a Confidentiality Agreement protection PII, when necessary, and further agrees not to appropriate such PII for its own use or to disclose such information to third parties unless specifically authorized by the County, in writing. If, and when Contractor becomes aware of, or should reasonably have been aware of, a breach of PII, Contractor shall notify County within two (2) business days.

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

COLUSA COUNTY ONE-STOP PARTNERSHIP/CONTRACTOR:

_____________________________  _______________________
Lora Ceccon, Director               Date

APPROVED AS TO CONTENT AND FUND AVAILABILITY
GLEN COUNTY HEALTH AND HUMAN SERVICES AGENCY/COUNTY:

_____________________________  _______________________
Scott Gruendl, Director               Date

APPROVED AS TO FORM:

_____________________________
HUSTON T. CARLYLE, JR., County Counsel
County of Glenn, California

☐ Approved by Fiscal Manager_______
☐ Approved by Program Manager_______
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COLUSA COUNTY ONE-STOP PARTNERSHIP/CONTRACTOR:

Lora Ceccon, Director

Date

APPROVED AS TO CONTENT AND FUND AVAILABILITY
GLENN COUNTY HEALTH AND HUMAN SERVICES AGENCY/COUNTY:

Scott Gruendl, Director

Date

APPROVED AS TO FORM:

HUSTON T. CARLYLE, JR., County Counsel
County of Glenn, California

☐ Approved by Fiscal Manager
☐ Approved by Program Manager