

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

COMMUNITY SERVICES AGENCY/
DEPT: DEPARTMENT OF EMPLOYMENT AND TRAINING

BOARD AGENDA # *B-4

Urgent _____ Routine _____

AGENDA DATE MAY 8, 2001

CEO Concurs with Recommendation YES _____ NO _____
(Information Attached)

4/5 Vote Required YES _____ NO _____

SUBJECT:

AUTHORIZE COMMUNITY SERVICES AGENCY TO ENTER INTO AN AGREEMENT WITH THE DEPARTMENT OF EMPLOYMENT AND TRAINING FOR THE PROVISION OF EMPLOYMENT SERVICES FOR YOUTH.

STAFF
RECOMMEN-
DATIONS:

1. AUTHORIZE COMMUNITY SERVICES AGENCY (CSA) TO ENTER INTO A TWO-YEAR AGREEMENT WITH THE DEPARTMENT OF EMPLOYMENT AND TRAINING FOR THE PROVISION OF EMPLOYMENT SERVICES FOR YOUTH FOR THE PROVISION OF EMPLOYMENT SERVICES FOR YOUTH USING CALWORKS INCENTIVE FUNDS NOT TO EXCEED \$800,000.
2. AUTHORIZE THE DIRECTOR OF THE DEPARTMENT OF EMPLOYMENT AND TRAINING (DET) OR HIS DESIGNEES TO SIGN A ONE-YEAR AGREEMENT WITH MODESTO CITY SCHOOLS AND ANY AMENDMENTS NOT TO EXCEED THE TOTAL CONTRACT AMOUNT OF \$83,902.

FISCAL
IMPACT:

The total amount of the requested two-year agreement between CSA and DET is \$800,000. Appropriations and corresponding revenues are included in the CSA's Fund 1631 Budget Unit, per the CalWORKs Welfare-to-Work (WtW) Incentives Program Budget approved in concept by the Board on January 23, 2001. Appropriations and corresponding revenues for the succeeding years will be included in the appropriate fiscal year CSA budget request to the Board.
(Fiscal Impact Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2001-346

On motion of Supervisor Blom, Seconded by Supervisor Caruso
and approved by the following vote,

Ayes: Supervisors: Mayfield, Blom, Simon, Caruso, and Chair Paul

Noes: Supervisors: None

Excused or Absent: Supervisors: None

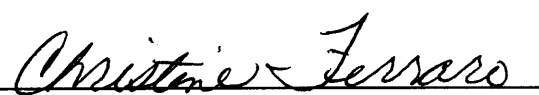
Abstaining: Supervisor: None

1) Approved as recommended

2) _____ Denied

3) _____ Approved as amended

Motion:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

By: Deputy

File No.

AUTHORIZE COMMUNITY SERVICES AGENCY TO ENTER INTO AN AGREEMENT WITH THE DEPARTMENT OF EMPLOYMENT AND TRAINING FOR THE PROVISION OF EMPLOYMENT SERVICES FOR YOUTH.

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FISCAL
IMPACT
(CONT'D)

CalWORKs Incentive Funds are currently 100% Federal Temporary Assistance to Needy Families (TANF) dollars and do not have a County Share requirement. There will be no cost to the County General Fund as a result of this summer youth program.

DISCUSSION:

TITLE: TANF Summer Youth Program 2001 and 2002

In January 2001, the Board of Supervisors approved "in concept" the Welfare Incentive Expenditure Plan presented by the Community Services Agency (CSA). CSA was directed to return to the Board with specific information regarding each program recommendation. Following is the one of several recommendations that will be returning to the Board for consideration. The Summer Youth Program meets CSA's Priority #1: Funding for immediate expansion of current programs and Temporary Assistance to Needy Families (TANF) Goal #3: Prevention and reduction of the incidence of out-of-wedlock pregnancies and establishing annual numerical goals for preventing and reducing the incidence of these pregnancies.

DESCRIPTION:

This youth employment program, implemented in conjunction with Modesto City Schools, will provide valuable skills to approximately two hundred (200) 14-21 year old disadvantaged and foster youth for each year of program. The Modesto City School contract is for one year. The contract between DET and Modesto City School for next year's summer youth program will be renegotiated at a later date.

TARGET POPULATION:

Minimum of 100 out of 200 participants shall be:

- 17-21 year olds participating in the Independent Living Skills Program
- 14-18 year olds Stanislaus County Foster Care Youth
- 18-21 year olds participating in the Aftercare Program

Maximum of 100 out of participants may be other economically disadvantaged youth who:

- Receive TANF
- Receive Food Stamps
- Receive Medi-Cal
- Are eligible for the School Lunch Program

Eligibility determination shall include verification by CONTRACTOR that participant is:

- A Stanislaus County Independent Living Skills Program participant
- In the Stanislaus County Foster Care system
- A Stanislaus County Aftercare Program participant

AUTHORIZE COMMUNITY SERVICES AGENCY TO ENTER INTO AN AGREEMENT WITH THE DEPARTMENT OF EMPLOYMENT AND TRAINING FOR THE PROVISION OF EMPLOYMENT SERVICES FOR YOUTH.

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DISCUSSION
(CONT'D):

Economically disadvantaged by virtue of:

- Receiving food stamps
- Receiving TANF
- Is a Medi-Cal grant recipient
- Is eligible for the School Lunch program

NEEDS TO BE ADDRESSED:

Implementation of a TANF Funded Summer Youth Employment Program enabling youth to be exposed to the world of work. The program shall include:

A work preparation module consisting of:

- Basic leadership
- Work maturity skills
- Teen pregnancy prevention
- Drug/alcohol abuse prevention

A Work Experience module teaching:

- Work responsibilities
- Punctuality
- How to follow directions at work
- Attitudes and practices that are productive in a work environment

EXPECTED OUTCOMES:

Youth will be determined to be successful if they:

- Work/attend at least 80% of the six-week WEX program duration.
- Have demonstrated improvement in performance as gauged by the worksite supervisor on the weekly timecard.
- Attend 80% of non-WEX Work Preparation module.

SERVED:

Approximately 200 youth served

OUTCOMES:

95% Returned to school

3% graduated secondary school (2/3 of these obtained unsubsidized employment)

1% moved out of county

<1% dropped out or expelled

COST BENEFITS:

Keeps youth in school

Provides valuable work skills

Prepares youth for self-sufficient adulthood

AUTHORIZE COMMUNITY SERVICES AGENCY TO ENTER INTO AN AGREEMENT WITH THE DEPARTMENT OF EMPLOYMENT AND TRAINING FOR THE PROVISION OF EMPLOYMENT SERVICES FOR YOUTH.

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DISCUSSION
(CONT'D):

DURATION OF PROGRAM:

May 1, 2001 through September 30, 2001

May 1, 2002 through September 30, 2002

SUSTAINABILITY:

All participants will be eligible for and can transition into WIA year round youth services upon completion of the program.

POLICY
ISSUE:

Approval of these two agreements support the Board's priority of economic development, community service delivery, and multi-jurisdictional cooperation by providing a summer youth program to disadvantaged Stanislaus County youth.

STAFFING
IMPACT:

None.



MEMO TO: TERRY PLETT, DIRECTOR
DEPARTMENT OF EMPLOYMENT & TRAINING

FROM: CHERYL DAVIS *Cheryl Davis*
CSA CLERK

DATE: September 17, 2001

SUBJECT: EXECUTED AGREEMENT(S)

Enclosed for your record is fully executed original of a contract to provide **Summer Youth employment Program** effective May 1, 2001 through September 30, 2002.

If you have, any questions regarding this agreement please contact Diane Tollefson, Contracts Administrator, at 558-2937.

Thank you.

: Cd
Attachment



**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
AGREEMENT TO PROVIDE
A SUMMER YOUTH EMPLOYMENT PROGRAM
MAY 1, 2001 THROUGH SEPTEMBER 30, 2002**

This Agreement, made and entered into as of the first of May 2001 between the Stanislaus County Community Services Agency, hereinafter referred to as "CSA" and **Stanislaus County Department of Employment and Training**, hereinafter referred to as "DET" for the purpose of providing a Summer Youth Employment Program as described below.

1. DET agrees to administer a Summer Youth Employment Program for economically disadvantaged youth ages 14-21 years old. DET will be responsible for subcontracting, benchmarking, monitoring and reporting to CSA for approximately two hundred (200) youth. Participating youth shall be from the following target population:

Priority will be given to youth from the following Foster Care Program categories:

- 17-21 year olds participating in the Independent Living Skills Program
- 14-18 year olds Stanislaus County Foster Care Youth
- 18-21 year olds participating in the Aftercare Program

Upon referral and enrollment of all interested and able youth from the above categories, the remaining program openings will be filled from the following categories:

- Receive TANF
- Receive Food Stamps
- Receive Medi-Cal
- Are eligible for the School Lunch Program

CSA will notify Modesto City Schools when all possible referrals from the Foster Care Program have been made.

This Contracted service will include a work experience program with the total hours not to exceed two hundred and ten (210) hours per youth. The program includes basic leadership training, work maturity skills, teen pregnancy prevention, drug and alcohol abuse prevention and other related topics.

These services support the Temporary Assistance for Needy Families (TANF) Program Goal #3: Prevention and reduction of the incidence of out-of-wedlock pregnancies and establishing annual numerical goals for preventing and reducing the incidence of these pregnancies.

2. CSA agrees to reimburse DET \$800,000 for a Summer Youth Employment Program for costs described in Exhibit A - Contract Budget hereby incorporated by this reference. This is a cost reimbursement contract.
3. DET shall submit a monthly statement of services provided to CSA for payment. Statement shall detail youth's name, social security number and direct payment amounts, and include all other costs incurred by this program. Administrative costs must be reported separately from direct training and support costs in accordance with the program budget. This invoice should reflect the budget summary of costs on a cash basis of accounting. All backup documentation shall be kept by DET for audit purposes. CSA shall review the statement and process subsequent payments by means of a journal voucher for the amount claimed less any credit due when actual expenditures exceed the initial payment amount. Statement payment amount may also reduced due to an adjustment of the current or prior billings.

4. This Agreement shall commence on May 1, 2001 and continue until September 30, 2002. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

5. Confidentiality

Comply and require its officers and employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Division 19 of the SDSS Manual of Policies and Procedures to assure that:

A. All applications and records concerning any individual made or kept by a public officer or agency in connection with the administration of the provision of the Welfare and Institutions Code relating to any form of public social services for which grants in aid are received by this State or by the Federal government will be confidential and will not be open to examination for any purpose not directly connected with the administration of public social services.

B. No person will publish or disclose, or use or permit or cause to be published, disclosed or used, any confidential information pertaining to an application or recipient.

6. If the Department of Labor or any similar body funds a Summer Youth Employment Program which performs the same function as intended in this agreement, DET shall determine what funds are duplicative, and return any duplicative funds to the CSA Incentives Trust Fund.

7. Records and Audit

A. DET shall maintain all writings, documents, and records prepared or compiled in connection with the performance of this agreement for a minimum of five (5) years from the termination or completion of this agreement, or until such records and their supporting documentation are released due to closure of Federal/State audit, whichever is longer. This includes any handwriting, typewriting, printing, photostatic, photographing, electronic data, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.

B. Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.

C. Any authorized representative of CSA shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by DET. Further, CSA has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this agreement.

D. Monitoring by CSA may be accomplished by the following means: field reviews, audit claims, monthly review of records, case reviews, electronic review, etc.

E. CSA shall have the right to audit all billings and records of DET related to this Agreement as required by State and Federal law. An independent public accountant can be appointed by CSA to perform the audit. DET agrees that its financial records shall contain itemized records of all costs and be available for inspection in Stanislaus County within three (3) working days of the request by the County, State or Federal agencies.

8. General Accountability

- A. In the event of an audit exception or exceptions, or any other kind of sanction, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency.
- B. In the event of any State hearings, cash grant award or lawsuit award resulting from DET's failure to perform as required by this Agreement, reimbursement shall be made to the damaged party by DET.

9. Payment of all services provided in accordance with the provisions of this Agreement are contingent upon the availability of County, State and Federal funds.
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IN WITNESS WHEREOF, the parties have executed this Agreement in Modesto, California.

APPROVED AS TO CONTENT:

COMMUNITY SERVICES AGENCY

DEPARTMENT OF EMPLOYMENT AND TRAINING

By: _____

Title: _____ Director _____

By: _____

Title: _____ Director _____

Dated: _____ 7/27/01 _____

Dated: _____ 7/16/01 _____

APPROVED AS TO FORM:
MICHAEL H. KRAUSNICK
COUNTY COUNSEL

By _____

Carrie Stephens
Deputy County Counsel

**AGREEMENT TO PROVIDE
A SUMMER YOUTH EMPLOYMENT PROGRAM
MAY 1, 2001 THROUGH SEPTEMBER 30, 2002
AGREEMENT BUDGET**

Costs:

Modesto City Schools Contractor Costs	\$167,804
County Direct and Training Related Costs	<u>\$604,948</u>
Sub Total	\$772,752
Administration @ 3.53%	<u>27,248</u>
Total Budget	<u>\$800,000</u>

**AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES
DET IC # 00-05**

This Agreement for Independent Contractor Services (the Agreement) is made and entered into by and between the County of Stanislaus ("County") and Modesto City Schools ("Contractor") on May 1, 2001.

Recitals

WHEREAS, the County has a need for services involving execution of a TANF Summer Youth Employment Program; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. **Scope of Work**

- 1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, attached hereto and, by this reference, made a part hereof.
- 1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

- 1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2. Consideration

- 2.1 County shall pay Contractor as set forth in Exhibit A.
- 2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.
- 2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
- 2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

- 3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.
- 3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.
- 3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.
- 3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6. Insurance

6.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

- 6.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- 6.1.2 Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.
- 6.1.3 Workers' Compensation Insurance. Workers' Compensation Insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

- 6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.
- 6.3 The Contractor shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of the Contractor; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation Insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.
- 6.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.
- 6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.
- 6.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- 6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.
- 6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A- shall be acceptable to the County; lesser ratings must be approved in writing by the County.
- 6.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.
- 6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.
- 6.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

- 7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.
- 7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8. Status of Contractor

- 8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.
- 8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

- 8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.
- 8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.
- 8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.
- 8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.
- 8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

- 9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.
- 9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Attention: Jeff Rowe, Program Manager
Department of Employment and Training
P.O. Box 3389
Modesto, CA 95353-3389

To Contractor: Attention: Rodney Owen, ROP Director
Modesto City Schools
1017 Reno Avenue Ste B
Modesto, CA 95351

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.



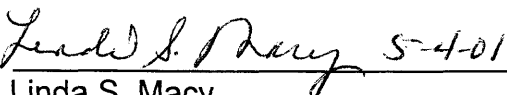
20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

<p>COUNTY OF STANISLAUS</p> <p>By: </p> <hr/> <p>Name Terry D. Plett Title Director Department of Employment and Training</p> <p>"County"</p>	<p>CONTRACTOR NAME</p> <p>By: </p> <hr/> <p>Name James C. Enochs Title Superintendent Modesto City Schools</p> <p>"Contractor"</p>
<p>APPROVED AS TO FORM: Michael H. Krausnick County Counsel</p> <p>By:  5-4-01</p> <hr/> <p>Linda S. Macy Deputy County Counsel</p>	<p>Taxpayer Identification No. <u>77-0195326</u></p>

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EXHIBIT A

A. SCOPE OF WORK

1. The **CONTRACTOR** shall provide services under this Agreement as follows:
 - a. Implementation of a TANF Funded Summer Youth Employment Program enabling youth to be exposed to the world of work. The program shall include:
 - (i) A work preparation module consisting of:
 - (a) basic leadership
 - (b) work maturity skills
 - (c) teen pregnancy prevention
 - (d) drug/alcohol abuse prevention
 - (ii) A Work Experience module teaching:
 - (a) Work responsibilities
 - (b) Punctuality
 - (c) How to follow directions at work
 - (d) Attitudes and practices that are productive in a work environment
 - b. Enrollment shall be approximately 197 youth.
 - c. Program Eligibility:
 - (i) Minimum of 50% of participants shall be:
 - (a) 17-21 year olds participating in the Independent Living Skills Program
 - (b) 14-18 year olds Stanislaus County Foster Care Youth
 - (c) 18-21 year olds participating in the Aftercare Program
 - (ii) Maximum of 50% of participants may be other economically disadvantaged youth who:
 - (a) 14-21 year old youth receiving TANF
 - (b) Receive food stamps
 - (c) Receive MediCal
 - (d) Are eligible for the School Lunch Program
 - d. Eligibility determination shall include verification by **CONTRACTOR** that participant is:
 - (i) An Independent Living Skills Program participant
 - (ii) In the County Foster Care system
 - (iii) An Aftercare Program participant
 - (iv) Economically disadvantaged by virtue of:
 - (a) Receiving TANF
 - (b) Receiving food stamps
 - (c) Is a MediCal grant recipient
 - (d) Is eligible for the School Lunch program
 - e. All participant files shall include:

- (i) Copy of I-9 and back-up documents to show right-to-work status
 - (ii) Copy of completed W-4
 - (iii) Completed Enrollment Registration
 - (iv) Work permit for individuals under age 18
 - (v) Parental/ Guardian approval signature if participant is under age 18
 - (vi) Signed grievance procedure
 - (vii) A Completed EDD DE34 form
- f. Participation will be approximately 32 hours of per week per participant, with the maximum duration of 210 hours per participant. No more than 20% of time in participation of this program will be the Work Preparation module.
- g. Benchmarks: Youth will be determined to be successful if they:
- (i) Work/attend at least 80% of the 210 hour WEX program duration.
 - (ii) Have demonstrated improvement in performance as gauged by the worksite supervisor on the weekly timecard.
 - (iii) Attend 80% of non-WEX Work Preparation module.
2. The **COUNTY** will provide:
- a. Payment of participants through the Department of Employment and Training and Stanislaus County payroll system
 - b. Monitoring of program activities.

B. Compensation

1. The COUNTY will reimburse the CONTRACTOR for services described herein on a reimbursement basis according to the budget attached and identified as Exhibit B.
2. The TERM of this contract is May 1, 2001 to September 30, 2001.
3. Final Invoicing must be made no later than 60 days past program completion.

Stanislaus County - Department of Employment & Training - Budget Summary

Agency: **Modesto City Schools**
 Program: **TANF Summer**
 Period: **05/01/01-08/31/01**

Contract No.: **00-05**
 Funding Title(s): **TANF**
 Effective Date: **5/1/01**

Legal Status: **LEA**
 Modification No.:
 Mod Effective Date:

Estimated # of customers to be served:		200		Estimated Contractor Expense:		\$ 526		
Average Total Cost per customer served:		2,000		Estimated Wage/Fringe/SS to Customer:		\$ 1,474		
Estimated # In-School customers:				Estimated In-School Exp:				
Estimated # Out-of-School customers:				Estimated Out-of-School Exp:				
AGENCY PERSONNEL COSTS:				Agency hrs per wk:	40.0	# Mo.'s in Program:	4	
				Avg. Hrs Per Mo.:	173.32	Staff Hours per Yr:	693	
Agency G/L Number	POSITION/TITLE: List each Job Title or Description separately (Indicate if only part time staff)	Ins. Group (A-E) or %*	Hourly rate paid to each employee	Indicate Full or Part Time	# Hr.'s spent on program (avg. 2080 annual)	DET % = # of Hrs divided by Annual # Hrs.	Staff Wages	Notes: List names of staff assigned to program
2210	Coordinator, VATEP	1	\$46.16	FT	173	25%	\$ 7,986	Paula Crowther
2310	Staff Secretary II	1	\$17.47	FT	173	25%	\$ 3,022	Shirley Stafford
2310	Staff Secretary II	1	\$17.47	FT	173	25%	\$ 3,022	Nancy Lawrence
2310	Account Clerk II	1	\$17.47	FT	173	25%	\$ 3,022	Carol Heed
2910	Participant Advisor	1	\$17.47	FT	173	25%	\$ 3,022	Janine Cessna
2910	Participant Advisor	1	\$17.47	FT	173	25%	\$ 3,022	Becky Jensen
2910	Participant Advisor	1	\$17.47	FT	173	25%	\$ 3,022	Wynona Lloyd
2910	Participant Advisor	1	\$17.47	FT	173	25%	\$ 3,022	Cathy McCay
2910	Participant Advisor	1	\$17.47	FT	173	25%	\$ 3,022	Linda Porhat
2910	Vocational Assmt. Spec	1	\$17.47	FT	173	25%	\$ 3,022	Debbie Baker
Total Staff Salaries							\$ 35,184	
Est. Fringe Rate charged:		21.8%	Total Staff Fringe Benefits:				\$ 7,661	See Pg. 3 for Detail
Number of staff utilized for program:		10	*FTE's:	2.50	Avg. %	25%	*Provide Cost Allocation Worksheet	
* FTE = Full Time Equivalent - Staff used on more than one program requires a Cost Allocation Plan Worksheet to describe allocation methodology.								
OPERATIONAL COSTS			Avg. Cost Allocation Plan %:			All direct program costs = 100%.		
Agency G/L Number	Prorated costs based on: Cost per Mo. * # of Mo.'s * DET % (Describe in cost allocation plan)	Monthly Cost or per Unit cost	Per List or Mo.	# of Mo.'s or Units	Direct or % CAP	Operating Expenses	Notes:	
4310	Instructional Materials	\$ 3,055	See list	1	100%	\$ 3,055		
4510	Office Supplies	\$ 1,314	See list	1	100%	\$ 1,314		
5110	Contracted Services	\$ 23,030	See list	1	100%	\$ 23,030		
5210	Mileage	\$ 4,313	See list	1	100%	\$ 4,313		
5250	Conference/Training		Mo.	4	100%	\$ -		
5510	Natural Gas	\$ 450	Mo.	4	9.90%	\$ 178	Utility follows rent %	
5520	Light & Power	\$ 1,500	Mo.	4	9.90%	\$ 594	Utility follows rent %	
5540	Telephone	\$ 270	Mo.	4	50%	\$ 540		
5630	Equipment Rent	\$ 140	See list	1	100%	\$ 140	Pager	
5635	Facility Rent	\$ 12,645	Mo.	4	9.90%	\$ 5,007	% of ROP space	
5640	Equipment Maintenance	\$ 50	Mo.	4	100%	\$ 200	Annual maint-Copier	
5740	Duplicating	\$ 50	Mo.	4	100%	\$ 200		
5885	Outside Transportation	\$ -	See list	1	100%	\$ -		
5890	Other - Supportive Services	\$ -	See list	1	100%	\$ -		
Total Contractor Operational Cost:							\$ 38,571	
Summary of Agency Wage, Fringe & Operating Cost Pg. B-1:							\$ 81,416	
Agency Indirect Overhead Cost:						5.87%	4,779	
Subtotal Agency Cost of Operating Program:							\$ 86,195	
Summary of County Paid Client Training Costs - Pg. B - 2:							\$ 294,757	
DET Indirect Overhead Cost-%:						5%	19,048	No DET Monitoring
Subtotal DET Cost of Operating Program:							\$ 313,805	
Total Funding Reserved for this Program:							\$ 400,000	

Stanislaus County - Department of Employment & Training - Budget Summary

Agency: **Modesto City Schools**
 Program: **TANF Summer**
 Period: **05/01/01-08/31/01**

Contract No.: **00-05**
 Funding Title(s): **TANF**
 Effective Date: **5/1/01**

Legal Status: **LEA**
 Modification No.:
 Mod Effective Date:

Customer Training Costs to be paid directly by County:		Avg. Hrs.	Wage Rate	# of Clients			County Expense	Notes:
Summer	Internship (Private Sector)		\$ 6.25				\$ -	
Yr Round	Internship (Private Sector)		\$ 6.25				\$ -	
Summer	Work Experience (Public Sec)	210	\$ 6.25	200			\$ 262,500	Avg. 6 weeks @ 35 hrs
Yr Round	Work Experience (Public Sec)		\$ 6.25				\$ -	per week per customer
	Incentives						\$ -	
Avg. Training Hours/Wages:		210	\$ 6.25	200			\$ 262,500	
Training Wage FICA:			\$ 6.25	Rate:	0.0765		\$ 20,081	
Job Code	Customer Training Workers Compensation:	Avg. Hrs	Wage Rate	#	W/C RATE:	W/C Code	Expense	
602219	Alcohol/Drug Rec Home-all	210	\$ 6.25		0.0565	8804	\$ -	
602216	Attorney office-all employees	210	\$ 6.25		0.0115	8839	\$ -	
602202	Auto Parts Manufacture	210	\$ 6.25		0.0624	3840	\$ -	
602209	Auto-Truck/Trailer Manuf	210	\$ 6.25		0.0983	3815	\$ -	
024800	Clerical/Library Asst.	210	\$ 6.25	82	0.0083	8810	\$ 893.29	
602600	Clothing Manufacture	210	\$ 6.25		0.0337	2501	\$ -	
602214	Confectionery & Food Sundrie	210	\$ 6.25		0.0728	6504	\$ -	
602217	Convalesant home employees	210	\$ 6.25		0.0811	8829	\$ -	
602212	Daycare activities other than s	210	\$ 6.25	10	0.0363	9059	\$ 476.44	
602208	Dentists	210	\$ 6.25		0.0166	8839	\$ -	
602211	Firefighter aide	210	\$ 6.25		0.0686	7706	\$ -	
602300	Gov't Comm. Serv except Labo	210	\$ 6.25		0.0254	9410	\$ -	
602400	Gov't Labor Jobs-parks, mainte	210	\$ 6.25	20	0.0853	9420	\$ 2,239.13	
602201	Hospital Aide-all duties	210	\$ 6.25	15	0.0381	8830	\$ 750.09	
602207	Lumberyards	210	\$ 6.25		0.1069	8232	\$ -	
602220	Motel-all employees	210	\$ 6.25		0.1396	9050	\$ -	
602218	Physicians-all employees	210	\$ 6.25		0.0199	8834	\$ -	
602215	Print Screening-Merchandise	210	\$ 6.25		0.0387	4295	\$ -	
602500	Restaurant	210	\$ 6.25	6	0.0569	9079	\$ 448.09	
602205	Retail - Auto Access	210	\$ 6.25		0.0620	8046	\$ -	
602204	Retail - Furniture	210	\$ 6.25		0.0627	8015	\$ -	
602206	Retail - Other	210	\$ 6.25		0.0507	8017	\$ -	
602203	Retail-Clothing & Dry goods	210	\$ 6.25		0.0404	8008	\$ -	
602100	School Aide-all activities	210	\$ 6.25	67	0.0241	8875	\$ 2,119.29	
602213	Welding supply	210	\$ 6.25		0.0651	8110	\$ -	
602210	YMCA-all activities	210	\$ 6.25		0.0370	9067	\$ -	
Worker's Comp. paid by DET:				200			\$ 6,926	
Workers' Compensation is required for clients while working at either a Work Experience or a Limited Internship site.								
Customer Supportive Service Costs:		Cost	# Students		# of items needed			
Child Care Services(Non-TANF)		\$ 5	per hour	5	210	Hours	\$ 5,250	
Transportation - Bus Passes			per trip	0	0	Trips	\$ -	DET to provide
Uniforms, Clothing, Medical, Other			service				\$ -	residual bus passes
Supportive Service Cost paid out by DET:							\$ 5,250	
Summary of Training Costs to be paid out by DET:							\$ 294,757	

Additional Funding for On-the-Job (OJT) reimbursements will be available upon request and approval by DET.

Stanislaus County - Department of Employment & Training - Budget Summary

Agency: Modesto City Schools
 Program: TANF Summer
 Period: 05/01/01-08/31/01

Contract No.: 00-05
 Funding Title(s): TANF
 Effective Date: 5/1/01

Legal Status: LEA
 Modification No.:
 Mod Effective Date:

The following detailed lists must be completed prior to negotiation of contracts:

Agency G/L Number	STAFF FRINGE BENEFITS	No. of Staff	% Rate or Monthly Amt.	# of Months	Salary Base	Avg. % from Above	Staff Fringe Cost
	Retirement -Others (B)						\$ -
3320	OASDHI - All others (FICA) (D)	10	6.20%		35,184		\$ 2,181
3340	Medicare - All others (D)	10	1.450%		35,184		\$ 510
3420	Health & Welfare Insurance (E)	10	\$ 409.00	4		25%	\$ 4,090
3420	Long Term Disability	1	1%		35,184		\$ 352
	SUI = actual rate *\$7,000 ea. Yr.						\$ -
3520	or SUI = .5% * annual wage	10	0.10%		35,184		\$ 35
3620	Workers Comp - Teachers		1.40%				\$ -
3620	Workers Comp - all others	10	1.40%		35,184		\$ 493
	FUTA=.008 of \$7,000 ea. yr		0.80%	Non-Profits / Schools Exempt from FUTA			
Est. Fringe Rate charged:		21.8%	Total Staff Fringe Benefits:				\$ 7,661

4310 Instructional Materials & Supplies	\$ Ea.	No.	Unit Desc.	%	Subtotal \$
Need list of Materials and Supplies				100.0%	-
Shirts, caps, gloves, uniforms	\$ 65	47		100.0%	3,055
				100.0%	-
				100.0%	-
				100.0%	-
				100.0%	-
				100.0%	-
				100.0%	-
				100.0%	-
					3,055

4510 Office Supplies	\$ Ea.	No.	Unit Desc.	%	Subtotal \$
Office supplies from MCS Central Serv				100.0%	-
Average of Misc supplies per month:	\$ 600	2	months	100.0%	1,200
Paper, pens, folders, clips, staples, etc.				100.0%	-
				100.0%	-
Postage	\$ 100	1		100.0%	100
Adjustments	\$ 14.00	1		100.0%	14
					1,314

5110 Contracted Services	\$ Ea.	No.	Unit Desc.	%	Subtotal \$
MCS/ROP Div-Assessments	\$410.00	7	ea	100.0%	2,870
Center for Human Services	\$ 36.00	560.0	hours	100.0%	20,160
\$36 Hourly staff rate for 2 - 280 hr group sessions to be divided between				100.0%	-
WIA and TANF clients				100.0%	-
					23,030

5210 Mileage Reimbursement	\$ Ea.	No.	Unit Desc.	%	Subtotal \$
Staff reimbursements	\$ 0.345	12,500	miles	100.0%	4,313
				100.0%	-
				100.0%	-
Staff reimbursements may not exceed the Federal rate of \$.345.				100.0%	-
					4,313

Stanislaus County - Department of Employment & Training - Budget Summary

Agency: Modesto City Schools	Contract No.: 00-05	Legal Status: LEA
Program: TANF Summer	Funding Title(s): TANF	Modification No.:
Period: 05/01/01-08/31/01	Effective Date: 5/1/01	Mod Effective Date:

5630 Equipment Leases	\$ Ea.	No.	Unit Desc.	%	Subtotal \$
Pagers	35	4		100.0%	140
				100.0%	-
				100.0%	-
Total:					140

5885 Outside Transportation	\$ Ea.	No.	Unit Desc.	%	Subtotal \$
Bus Cards / Tickets				100.0%	-
Transportation Reimbursements				100.0%	-
Bus Rentals (day trips)				100.0%	-
				100.0%	-
Total:					-

5890 Other Charges	\$ Ea.	No.	Unit Desc.	%	Subtotal \$
Uniforms & Clothing				100.0%	-
Haircuts, personal needs, etc.				100.0%	-
Non-Cash Incentives, Awards				100.0%	-
				100.0%	-
Total:					-

CONTRACTOR agrees to contact DET Inventory Control staff to verify whether or not any non-consumable equipment may be available on loan prior to purchase or lease of new non-consumable equipment. Phone # for Inventory control staff: (209) 558-2127

*Lists of individual items and costs must be complete. Failure to list estimated costs may cause non-payment of allowable expenses. A Cost Allocation Plan Worksheet must be submitted with this budget and must agree to the budget % allocated to this contract.

Fixed Assets and non-consumables:

All non-consumable equipment valued at \$1,000 or over must be separately identified on invoices and tagged as JTPA inventory. These include:

Calculators, cameras, video, projection equipment, computer equipment or software, two-way radios or cellular phones, typewriters, recording or transcribing machines, and any other equipment with aggregate costs of less than \$1,000.

Each separate component of a computer or video system with an aggregate cost of \$1,000 or more REQUIRES pre-approval.

Indirect rate justification (statement from Cognizant Agency or financial statement calculation) must be attached to budget.

CONTRACTOR will invoice INDIRECT and/or Central Overhead based on CONTRACTOR expenditures per Mo. x rate on Page 1.

CONTRACTOR will invoice profit based on full profit (fee) of: \$ _____ divided by # of Months or \$ _____

CONTRACTOR will appropriately prorate costs to serve any non-WIA enrolled clients with WIA reimbursed staff, facilities, etc.

CONTRACTOR will invoice for all actual, allowable and allocable costs. Any un-reimbursed costs will be reported as In-Kind

Contributions and included in Agency annual independent audit.

CONTRACTOR will maintain original source documentation for all staff hours and contracted services charged to this program.

COUNTY will reimburse necessary and allowable costs up to the CONTRACTOR's budgeted amount of: \$ 86,195

Should justifiable and allowable expenses be expected to exceed the budgeted line item amounts, CONTRACTOR may submit a written justification/request for additional funds (prior to incurring expense) up to the original full allocation amount.

Expenses other than those indicated in this budget may not be incurred prior to approval and written authorization by COUNTY.

Allowable but un-reimbursed expenses associated with this contract will be reported as In-Kind Contributions from the Agency.

CONTRACTOR agrees to report the sources of funds used for all In-kind contributions.

CONTRACTOR agrees to account for and report any and all program income earned and the use of such income on the program.

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**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
AGREEMENT TO PROVIDE
A SUMMER YOUTH EMPLOYMENT PROGRAM
MAY 1, 2001 THROUGH SEPTEMBER 30, 2002**

This Agreement, made and entered into as of the first of May 2001 between the Stanislaus County Community Services Agency, hereinafter referred to as "CSA" and **Stanislaus County Department of Employment and Training**, hereinafter referred to as "DET" for the purpose of providing a Summer Youth Employment Program as described below.

1. DET agrees to administer a Summer Youth Employment Program for economically disadvantaged youth ages 14-21 years old. DET will be responsible for subcontracting, benchmarking, monitoring and reporting to CSA for approximately two hundred (200) youth. Participating youth shall be from the following target population:

Priority will be given to youth from the following Foster Care Program categories:

- 17-21 year olds participating in the Independent Living Skills Program
- 14-18 year olds Stanislaus County Foster Care Youth
- 18-21 year olds participating in the Aftercare Program

Upon referral and enrollment of all interested and able youth from the above categories, the remaining program openings will be filled from the following categories:

- Receive TANF
- Receive Food Stamps
- Receive Medi-Cal
- Are eligible for the School Lunch Program

CSA will notify Modesto City Schools when all possible referrals from the Foster Care Program have been made.

This Contracted service will include a work experience program with the total hours not to exceed two hundred and ten (210) hours per youth. The program includes basic leadership training, work maturity skills, teen pregnancy prevention, drug and alcohol abuse prevention and other related topics.

These services support the Temporary Assistance for Needy Families (TANF) Program Goal #3: Prevention and reduction of the incidence of out-of-wedlock pregnancies and establishing annual numerical goals for preventing and reducing the incidence of these pregnancies.

2. CSA agrees to reimburse DET \$800,000 for a Summer Youth Employment Program for costs described in Exhibit A - Contract Budget hereby incorporated by this reference. This is a cost reimbursement contract.
3. DET shall submit a monthly statement of services provided to CSA for payment. Statement shall detail youth's name, social security number and direct payment amounts, and include all other costs incurred by this program. Administrative costs must be reported separately from direct training and support costs in accordance with the program budget. This invoice should reflect the budget summary of costs on a cash basis of accounting. All backup documentation shall be kept by DET for audit purposes. CSA shall review the statement and process subsequent payments by means of a journal voucher for the amount claimed less any credit due when actual expenditures exceed the initial payment amount. Statement payment amount may also reduced due to an adjustment of the current or prior billings.

4. This Agreement shall commence on May 1, 2001 and continue until September 30, 2002. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

5. Confidentiality

Comply and require its officers and employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Division 19 of the SDSS Manual of Policies and Procedures to assure that:

A. All applications and records concerning any individual made or kept by a public officer or agency in connection with the administration of the provision of the Welfare and Institutions Code relating to any form of public social services for which grants in aid are received by this State or by the Federal government will be confidential and will not be open to examination for any purpose not directly connected with the administration of public social services.

B. No person will publish or disclose, or use or permit or cause to be published, disclosed or used, any confidential information pertaining to an application or recipient.

6. If the Department of Labor or any similar body funds a Summer Youth Employment Program which performs the same function as intended in this agreement, DET shall determine what funds are duplicative, and return any duplicative funds to the CSA Incentives Trust Fund.

7. Records and Audit

A. DET shall maintain all writings, documents, and records prepared or compiled in connection with the performance of this agreement for a minimum of five (5) years from the termination or completion of this agreement, or until such records and their supporting documentation are released due to closure of Federal/State audit, whichever is longer. This includes any handwriting, typewriting, printing, photostatic, photographing, electronic data, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.

B. Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.

C. Any authorized representative of CSA shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by DET. Further, CSA has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this agreement.

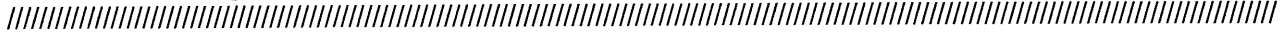
D. Monitoring by CSA may be accomplished by the following means: field reviews, audit claims, monthly review of records, case reviews, electronic review, etc.

E. CSA shall have the right to audit all billings and records of DET related to this Agreement as required by State and Federal law. An independent public accountant can be appointed by CSA to perform the audit. DET agrees that its financial records shall contain itemized records of all costs and be available for inspection in Stanislaus County within three (3) working days of the request by the County, State or Federal agencies.

8. General Accountability

- A. In the event of an audit exception or exceptions, or any other kind of sanction, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency.
- B. In the event of any State hearings, cash grant award or lawsuit award resulting from DET's failure to perform as required by this Agreement, reimbursement shall be made to the damaged party by DET.

9. Payment of all services provided in accordance with the provisions of this Agreement are contingent upon the availability of County, State and Federal funds.

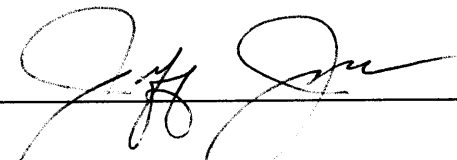



IN WITNESS WHEREOF, the parties have executed this Agreement in Modesto, California.

APPROVED AS TO CONTENT:

COMMUNITY SERVICES AGENCY

DEPARTMENT OF EMPLOYMENT AND TRAINING

By: 
 Title: Director
 Dated: _____

By: 
 Title: Director
 Dated: 7/16/01

APPROVED AS TO FORM:
MICHAEL H. KRAUSNICK
COUNTY COUNSEL


By 
 Carrie Stephens
 Deputy County Counsel

Exhibit A

**AGREEMENT TO PROVIDE
A SUMMER YOUTH EMPLOYMENT PROGRAM
MAY 1, 2001 THROUGH SEPTEMBER 30, 2002
AGREEMENT BUDGET**

Costs:

Modesto City Schools Contractor Costs	\$167,804
County Direct and Training Related Costs	<u>\$604,948</u>
Sub Total	\$772,752
Administration @ 3.53%	<u>27,248</u>
Total Budget	<u>\$800,000</u>