

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY ACTION AGENDA SUMMARY

DEPT: _____ X _____
Urgent _____ Routine _____
CEO Concurs with Recommendation YES pl NO _____
(Information Attached)

BOARD AGENDA # _____ *B-3 _____
AGENDA DATE June 19, 2001 X
4/5 Vote Required YES _____ NO _____

SUBJECT: APPROVAL OF RENEWAL AGREEMENTS BETWEEN THE COMMUNITY SERVICES AGENCY AND VARIOUS PROVIDERS FOR FISCAL YEAR 2001/2002.

STAFF
RECOMMEN-
DATIONS:

1. AUTHORIZE THE COMMUNITY SERVICES AGENCY TO RENEW CONTRACTS WITH VARIOUS LOCAL PROVIDERS, AS PER THE ATTACHED DESCRIPTION LIST.
2. AUTHORIZE THE DIRECTOR OF THE COMMUNITY SERVICES AGENCY OR HIS ASSISTANT DIRECTOR DESIGNEE TO SIGN THE AGREEMENTS AND ANY AMENDMENTS NOT TO EXCEED THE ORIGINAL CONTRACT AMOUNTS, AS PER THE ATTACHED LIST.

FISCAL
IMPACT:

The annual cost to the Community Services Agency for the agreements described on the attachment is \$1,043,338 for FY 2001/2002. (See Exhibit A) An aggregate 15% of Child Welfare Services contract, or approximately \$32,400, will be the County's share of cost. There is no additional cost to the General Fund for the StanWORKs contracts over the CalWORKs Maintenance of Effort amount. Appropriations and estimated revenues to support these agreements have been included in the Agency's Fiscal Year 2001/2002 proposed budget submission for Fund 1631.

BOARD ACTION AS FOLLOWS:

No. 2001-465

On motion of Supervisor Blom , Seconded by Supervisor Mayfield
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) X Approved as recommended
- 2) _____ Denied
- 3) _____ Approved as amended

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

By: Deputy

File No.

APPROVAL TO RENEW AGREEMENTS BETWEEN THE COMMUNITY SERVICES AGENCY
AND VARIOUS PROVIDERS FOR FISCAL YEAR 2001/2002.

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DISCUSSION: The Community Services Agency relies on many partner agencies to provide services to individuals and families receiving Temporary Aid to Needy Families (TANF) and Child Welfare Services. These agencies provide a wide range of services designed to: remove barriers and assist families in becoming economically independent; to improve family functioning which will enable children to remain or return to their home; and enhance the skills of staff who are working to help develop and maintain the well being of the families and children they are serving.

CSA requests Board of Supervisors approval to renew contracts with the four agencies listed below. Contract performance with these agencies is monitored annually and each contractor has met or exceeded all fiscal/program/operational expectations in the past year.

The contract renewals are as follows:

The Sierra Vista Children's Center

Sierra Vista Children's Center provides an intensive parent education program, as well as clinical assessment of family needs and comprehensive counseling services for individuals, couples, and families. These services are key to the efforts of Child Welfare Services in that Sierra Vista Children's Center programs offer parents the opportunity to develop the knowledge, skills and abilities to reunify with and safely maintain their children in their care. Sierra Vista Children's Center parenting education classes include homework, counseling and parent/child labs to ensure understanding, retention and application of knowledge. When there are multiple issues affecting parenting and the safety of children in the home, a Mental Health Clinician provides relationship and functional evaluation of a client, couple or family system. This service yields recommendations for treatment which would most effectively benefit a client in working toward reunification or safe maintenance of children within the home. Counseling by trained staff at Sierra Vista Children's Center is available in the areas of domestic and family violence, anger management, communication, conflict resolution, boundaries, self-esteem, and in many other areas.

Over the last year, Sierra Vista Children's Center has provided services to over 700 families.

Haven Women's Center

Haven Women's Center is a partner on the Behavioral Health Services team providing services to TANF families at the Community Services Agency and the Job Club Center. Haven provides a wide range of services to victims of domestic violence, including: crisis intervention, assessment, individual and/or group

APPROVAL TO RENEW AGREEMENTS BETWEEN THE COMMUNITY SERVICES AGENCY
AND VARIOUS PROVIDERS FOR FISCAL YEAR 2001/2002.

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DISCUSSION
(CONT'D):

treatment, and classes in anger management, stress management, and assertiveness.

Through April of this fiscal year, Haven has received 420 referrals for domestic violence services. They have provided assessments to 316 individuals. Approximately 85 individuals receive domestic violence services every month.

Domestic violence is a significant barrier to self-sufficiency. Studies have shown that in situations where domestic violence is present there is: a higher incidence of substance abuse and mental health problems; victims are oftentimes prevented from participating in education/training programs by their partners; and long term welfare dependency and cyclical patterns of work are often associated with domestic violence. The programs and services provided by Haven are important not only in breaking the cycle of welfare dependency, but also bringing an end to the cycle of domestic violence.

Kelly Services

Kelly Services has been a partner in the Right Start program since March 1999. As a partner, Kelly provides screening, assessment, job search assistance, job placement and job retention services to TANF recipients referred by CSA. In addition, they administer a temporary wage subsidy program for the TANF participants who are placed at a work site.

This past year, 60 TANF participants were referred to Kelly for placement services. Fifty-one were successfully placed at a work site.

Right Start providers continue to work with participants for up to twelve months, until full-time employment is obtained. Approval of this contract will add to the range of options available to TANF recipients who are preparing for work and self-sufficiency.

Modesto Junior College/Yosemite Community College District

CSA has partnered with Modesto Junior College for over 15 years, beginning with the implementation of the GAIN program in the mid-1980's. The services provided by MJC include instructional assistance and other support services for TANF recipients enrolled in basic education classes (ESL, ABE, GED) at MJC. This contract also includes administrative coordination and reception services for the partner agencies housed at the Job Club Center on 12th and I Streets.

Over the last year, 458 TANF participants have been enrolled in basic skills programs at the College: 296 in ESL, 75 in ABE, and 87 in GED classes. These

APPROVAL TO RENEW AGREEMENTS BETWEEN THE COMMUNITY SERVICES AGENCY
AND VARIOUS PROVIDERS FOR FISCAL YEAR 2001/2002.

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DISCUSSION
(CONT'D):

class offerings are essential for individuals who have limited or no English language skills, limited math skills, and/or who lack a high school diploma. The instructional assistance provided through this contract provides additional support for students

that will enable them to complete their basic skills program and enter the workforce much sooner.

Approval of this contract will also allow MJC to provide administrative coordination and reception services for all of the partners who are located at the Job Club Center in downtown Modesto.

U C Davis

U C Davis (UCD) has been a training provider for CSA since 1994. UCD develops and offers a wide range of training programs for eligibility and employment services staff, supervisors, and administrative staff throughout California.

This past year, UCD offered a new 6-session training program designed specifically for employment services workers. In addition they provided technical skills training and professional development for eligibility workers and administrative support staff. The training sessions for FY 2001/02 will be available to eligibility, employment and supervisory staff. The training sessions will include: The Recovery Journey, Focus on Families, Service with Compassion, Supervising in a Collaborative Setting, and Facilitating Behavior and Performance Improvement.

UCD has been a leader in the development of training programs for human services agencies. CSA has taken advantage of these programs for a number of years. These programs are an important part of our continuous improvement in customer service delivery and in enhancing the skills of our workforce to better serve families in our community.

POLICY
ISSUE:

Approval of the agreements on the attached description list will enable the Community Services Agency to provide services that promote self-sufficiency and family preservation through coordinated activities with other agencies and in collaboration with the Community. Approval of these agreements supports the Board's priority of safe, healthy communities through community service delivery.

STAFFING
IMPACT:

None.

**FISCAL YEAR 2001/2002 CONTRACT RENEWALS
REQUIRING BOARD OF SUPERVISOR'S APPROVAL**

PROGRAM	CONTRACT/CONTRACTOR	DESCRIPTION OF SERVICE	NUMBER OF CUSTOMERS SERVED	AMOUNT BUDGETED FOR FY 2001/2002	COUNTY SHARE AMOUNT
Child Welfare Services	Sierra Vista Children's Center	Counseling Services For intensive family reunification	Average Monthly 58	\$216,000	\$32,400
StanWORKs			Average Monthly		
Employment Services	The Haven Women's Center Kelly Services Modesto Junior College/Yosemite Community College District	Domestic Violence Prevention Program Right Start Program Education and Vocational Training	33 45 73	\$192,538 \$200,000 \$255,000	\$0 \$0 \$0
		Subtotal		\$647,538	\$0
StanWORKs Employee Training	UC Davis	Training for employees Employment Services	583 Employees attended 35 classes	\$179,800	\$0
		Total		\$1,043,338	\$32,400

Prepared by: Diane Tollefson

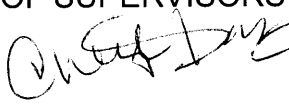
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6/8/01 15:53



BOARD OF SUPERVISORS
2001 OCT 18 PM 3:35

MEMO TO: CHRISTINE FERRARO-TALLMAN
CLERK TO THE BOARD OF SUPERVISORS

FROM: CHERYL DAVIS, CLERK 

DATE: OCTOBER 17, 2001

SUBJECT: EXECUTED AGREEMENT(S)

Enclosed for your record is a fully executed original of a contract between Stanislaus County Community Services Agency and **Sierra Vista Children's Center** to provide Counseling Services for High-Risk Families. The Board of supervisors approved this contract on June 19, 2001 with **Board Action #2001-465**.

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

Thank you.

: cd
Attachment



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**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
CONTRACT TO PROVIDE
COUNSELING SERVICES FOR HIGH-RISK FAMILIES
JULY 1, 2001 – JUNE 30, 2002**

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS ("County") and SIERRA VISTA CHILDREN'S CENTER ("Contractor") on July 1, 2001.

The mission of Stanislaus County to children is to promote family responsibility. It is our commitment to provide children and their families with access to essential resources and effective strategies to become contributing and interdependent members of the community. Collaboration between agencies in partnership with the community is the most effective means of providing services. These services are to be provided in a manner that is culturally sensitive, promotes a sense of self-worth, and protects the safety of children, families and community.

RECITALS

WHEREAS, the County has a need for services to provide individual and group counseling to high-risk families, 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.

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.

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

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.

3.5 County shall notify Contractor in writing within thirty (30) days of any potential Federal or State audit exception. Where findings indicate program requirements are not being met and Federal and/or State participation in this program may be imperiled, written notification will constitute County's intention to terminate this contract in the event corrections are not accomplished within thirty (30) days.

3.6 This contract may be terminated by County upon the giving of thirty (30) days notice of such termination because the services as determined by the Director of Stanislaus County Community Services Agency are inadequate, poorly performed, or improperly supervised. Within the thirty (30) day period, Contractor may appeal the decision of the Director of the Community Services Agency to the Board of Supervisors of Stanislaus County. The determination by the Board as to the termination shall be final.

3.7 Notwithstanding any other provisions of this contract, County may terminate the contract immediately:

- a Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services.
- b Upon loss of any license(s) required for lawful operation of Contractor's business; or,
- c Upon an unauthorized decrease in the required insurance in force; or,
- d Upon failure to make payroll payments; or,
- e Failure to remit payroll deductions in a timely manner to the appropriate State and Federal government; or
- f Upon failure to substantially meet other financial obligations; or
- g Upon service or a writ of attachment by creditors of Contractor.

3.8 This contract may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party.

4. WORK SCHEDULE

Contractor is obligated to perform in a timely manner those services and work identified in Exhibit A. It is understood by Contractor that the performance of these services and work will require the Contractor to perform the services and work in conformance with the schedule set forth in Exhibit A, if any, and, 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.

5. 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.

6. 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.

7. INSURANCE

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

7.1.1 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.

7.1.2 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Contractor's work under this Agreement.

7.1.3 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.

7.1.4 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.

7.2 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.

7.3 The Contractor shall provide 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 named 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.

7.4 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.

7.5 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.

7.6 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.

7.7 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.

7.8 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-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

7.9 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 named insureds under its insurance policies.

7.10 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 effecting coverage required by this Agreement, including, without limitation, those effecting 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.

7.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

8. DEFENSE AND INDEMNIFICATION

8.1 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. Notwithstanding the foregoing, Contractor's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Contractor in contributing to such claim, damage, loss and expense.

8.2 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.

8.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Contractor and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

9. STATUS OF CONTRACTOR

9.1 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.

9.2 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 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.

10. RECORDS AND AUDITS

10.1 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 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, 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.

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

10.3 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.

10.4 County shall have the right to audit all billings and records of the Contractor related to this contract as required by State law. An independent public accountant can be appointed by County.

10.5 Contractor 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.

10.6 Monitoring by County may be accomplished by the following means: field reviews, audit claims, monthly review of records, etc.

10.7 Contractor shall be responsible for the procurement and performance of a fiscal and compliance audit annually. Entities receiving in excess of \$300,000 in Federal funds must comply with the Single Audit Act of 1984 (PL 98-502). All audits must be performed in accordance with Government Audit standards as set forth in the Guidelines for Financial and Compliance Audits for Federally Assisted Programs, Activities, and Functions, and the provisions of OMB Circular A-128 as this applies to the auditing of other government agencies or OMB Circular A-133 as this applies to the auditing of institutions of higher education and non-profit entities.

10.8 Contractor shall include in all fiscal audit reports an opinion which indicates whether program expenditures are allowable pursuant to the provisions of 45 CFR, Part 74, and all applicable State and Federal guidelines, policies and procedures.

10.9 Expenses incurred by Contractor to provide for the performance of an audit to satisfy said requirements are an allowable contract cost. Contractor is responsible for ensuring that the appropriate portion of audit costs are included with its total executed contract funds.

10.10 Contractor is responsible for submitting to County an audit report, prepared in accordance with said requirements, within one hundred twenty (120) days of the end of the Contractor's fiscal year.

11. CONFIDENTIALITY

Contractor shall comply and require its officers and employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code (WIC) and Division 19 of the California Department of Social Services Manual of Policies and Procedures to assure that:

- a Any and all information pertaining to the administration of public social services, for which grants in aid are received 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 applicant or recipient.

c Contractor shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of misdemeanor.

12. NONDISCRIMINATION

12.1 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. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements.

12.2 Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this agreement.

12.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

13. ASSIGNMENT

13.1 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.

13.2 Any working agreements, memoranda of understanding, or subcontracts let as a result of this agreement shall adhere to the terms contained in this agreement and shall be submitted to County prior to their commencement.

14. 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.

15. 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
Community Services Agency
Attention: Contracts Administrator
PO Box 42
Modesto, CA 95353

To Contractor: Sierra Vista Children's Center
Attention: Judy Kindle, Executive Director
1440 K Street, Suite F
Modesto, CA 95354

16. 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.

17. 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.

18. 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.

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.

22. GENERAL ACCOUNTABILITY

22.1 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.

22.2 In the event of any State hearings, cash grant award or lawsuit award resulting from Contractor's failure to perform as required by this contract, reimbursement shall be made to the damaged party by Contractor.

22.3 Additional costs to County for maintaining any portion of the contract as a result of Contractor's failure to perform, as required by this agreement, are subject to recoupment by County through withholding from billings or any other form of legal action.

23. CODE OF ETHICS

Contractor shall uphold the following Code of Ethics:

- Professional Conduct: Employees of Contractor will abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Contractor will also abide by specific codes of ethics prescribed by the professional organizations which set standards for their profession.
- Quality of Service: Employees of Contractor will promote the goals of the program, which includes enhancement of participant self esteem, by providing quality service which demonstrates knowledge of the respect for participant needs.

- Respect and Courtesy: Employees of Contractor will conduct all activities with respect and courtesy for participants.
- Propriety: Employees of Contractor will not make use of their position or relationship with clients for personal gain.
- Positive Representation: Employees of contractor will not behave in any manner that will bring discredit to his/her professional status and reputation or to the program.

24. STATE ENERGY CONSERVATION PLAN

Contractor agrees to recognize the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan Title 23, California Administrative Code, as required by the U.S. Energy, Policy and Conservation Act (P.L. 94-165).

25. COPYRIGHT ACCESS

County, CDSS, and the United States Department of Health and Human Services shall have a royalty free nonexclusive and irrevocable license to publish, translate, or use, now or hereafter, all material developed under this contract including those covered by copyright.

26. CONVICTION OF CRIME

26.1 Contractor shall immediately notify County concerning the arrest and/or subsequent conviction, for other than minor traffic offenses, of any paid employee and/or volunteer staff assigned to provided services under this contract, when such information becomes known to Contractor.

26.2 Contractor agrees not to knowingly employ any person convicted of any crime involving abuse, neglect, violence, or sexual conduct involving or perpetrated upon a minor, or an adult person or who has been convicted of any felony.

26.3 Contractor shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this contract report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165(k). Contractor shall require each employee, volunteer, consultant, subcontractor or agency to sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166(a) and will comply with the provisions of the code section.

27. MATCHING FUNDS

These funds are not available for matching unless certified by the Community Services Agency

28. ENTIRE AGREEMENT

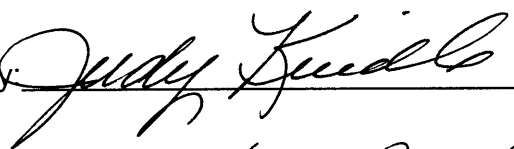
This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, 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.

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

COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY

SIERRA VISTA
CHILDREN'S CENTER

By: 
Title: Director

By: 
Title: Executive Director

Dated: 6/28/01

Dated: 6-19-01

APPROVED AS TO FORM:
COUNTY COUNSEL
MICHAEL KRAUSNICK

By: 

Title: Deputy County Counsel

Dated: 6/8/01

V:\COWPJPD\FORMS\IND-CON.AGM

INDEPENDENT CONTACTOR SERVICES
SIERRA VISTA CHILDREN'S CENTER
COUNSELING SERVICES FOR HIGH-RISK FAMILIES
JULY 1, 2001 THROUGH JUNE 30, 2002

I. SCOPE OF WORK:

A. Contractor shall provide the following services:

1. Assessment and Service Planning - In conjunction with the Community Services Agency caseworker, the needs of each family shall be assessed at intake and an individual service plan designed to address specific needs. A copy of the client's service plan, written updates, and summaries shall be submitted to County.

2. Provide individualized, or group family counseling to CSA referred high-risk families to promote skills acquisitions needed to facilitate and/or sustain the safe reunification of families whose parents may be at risk of having their parental rights permanently terminated due to child abuse or neglect. Counseling services may include, but are not limited to the following:

- ◆ Child management
- ◆ Anger management
- ◆ Positive discipline techniques
- ◆ Child development
- ◆ Family communication

B. GOALS AND OBJECTIVES:

1. Contractor shall meet the following Goals and Objectives during the term of this agreement:

Goal:

Facilitate the return of children safely to their families of origin or maintain these children safely in their family homes. Reduce the risk of child abuse and neglect. Increase parental and child competence and confidence.

Objective:

- ▶ Facilitate the safe reunification of families who have lost custody due to abuse or neglect.
- ▶ Promote skills acquisition to parents to reduce the rate of child abuse while improving positive parenting, communication, family nurturing and positive discipline.
- ▶ Provide individualized family counseling to referred unification of the family unit.

Expected Outcome:

- ▶ Decrease family stress and risk factors associated with child abuse and neglect. 60% of families participating will achieve a 90 day "trial" visit.
- ▶ 80% of families participating will understand the cycle of abuse.
- ▶ 80% of families participating in 10 hours of services will demonstrate enhanced anger management and enhanced assertive communication skills.
- ▶ 75% of families will demonstrate improvement in the utilization of positive child management, nurturing and communication skills.
- ▶ 80% will report overall satisfaction with services.
- ▶ 70% of families participating in program will report enhanced family bonding, identify strengths and utilize outside support systems.

2. Contractor shall establish an Internal Monitoring Plan to monitor and meet the goals and objectives set forth in this agreement.

II. COMPENSATION:

Contractor shall be compensated for the services provided under this agreement as follows:

A. Costs:

1. The maximum amount of this contract for the period of July 1, 2001 through June 30, 2002 shall not exceed a maximum of \$216,000. These amounts will purchase units of service at a fixed rate of \$60.00 per unit of service for the individual counseling rate and a fixed rate of \$25.00 per hour for group counseling rate. This contract can include any mix of service between individual counseling or group counseling but cannot exceed the contract maximum.

2. This is a fixed rate, per unit of service contract. A unit of service is one hour of counseling.

3. Contractor agrees that the rate to be charged to County for contracted services for the term of this contract includes all allowable contractor costs, both indirect and direct, relative to this contract.

4. Costs must conform with Federal costs regulation: OMB Circular A-87, A Guide for State and Local Government Agencies, 41 CFR, Subpart 1-15.2 (for profit agencies), and OMB Circular A-122 (for nonprofit agencies). All equipment purchased by Contractor must be depreciated in accordance with 45 CFR 97.705. All equipment, materials, supplies or property of any kind purchased from funds reimbursed or furnished by County under the terms of this agreement shall be fully consumed or aged out in the course of the contract/program. County reserves the right to physically reclaim any/all such property at the conclusion of the contract in accordance with 45 Code of Federal Regulations, Part 74, Administration of Grants.

5. County shall not be required to purchase any definite amount of services nor does County guarantee to Contractor any minimum amount of funds or hours.

6. Contractor shall make no charge to the recipient and shall collect no share of cost.

B. Billings:

Contractor shall submit billings to County in a format specified by County, within thirty (30) days following the end of the month in which services were delivered.

C. Payments:

1. If the conditions set forth in this contract are met County shall pay, on or before the thirtieth (30th) day of each month following the month of billing, the sum of money claimed by the approved billings, (less any credit due County for adjustments of prior billing.) If the conditions are not met, County shall pay when the necessary processing is completed.

2. County will not pay for unauthorized services rendered by Contractor nor for the claimed services which County monitoring shows have not been provided as authorized. Authorization shall be granted by way of CSA Encumbrance Forms.


3. County retains the right to withhold payment on disputed claims.

4. Final payment under contract may be held until a termination audit is completed.



BOARD OF SUPERVISORS
2001 OCT 18 PM 3:35

MEMO TO: CHRISTINE FERRARO-TALLMAN
CLERK TO THE BOARD OF SUPERVISORS

FROM: CHERYL DAVIS, CLERK 

DATE: OCTOBER 17, 2001

SUBJECT: EXECUTED AGREEMENT(S)

Enclosed for your record is a fully executed original of a contract between Stanislaus County Community Services Agency and **Haven Women's Center of Stanislaus** to provide Domestic Violence Services. The Board of supervisors approved this contract on June 19, 2001 with **Board Action #2001-465**.

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
CONTRACT TO PROVIDE
DOMESTIC VIOLENCE SERVICES
JULY 1, 2001 THROUGH JUNE 30, 2002**

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS ("County") and **HAVEN WOMEN'S CENTER OF STANISLAUS**, a California non profit corporation, ("Contractor") on **July 1, 2001**.

RECITALS

WHEREAS, the County has a need for Welfare to Work (WTW) Domestic Violence Specialists 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.

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.

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

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.

3.5 County shall notify Contractor in writing within thirty (30) days of any potential Federal or State audit exception. Where findings indicate program requirements are not being met and Federal and/or State participation in this program may be imperiled, written notification will constitute County's intention to terminate this contract in the event corrections are not accomplished within thirty (30) days.

3.6 This contract may be terminated by County upon the giving of thirty (30) days notice of such termination because the services as determined by the Director of Stanislaus County Community Services Agency are inadequate, poorly performed, or improperly supervised. Within the thirty (30) day period, Contractor may appeal the decision of the Director of the Community Services Agency to the Board of Supervisors of Stanislaus County. The determination by the Board as to the termination shall be final.

3.7 Notwithstanding any other provisions of this contract, County may terminate the contract immediately:

- a Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services.
- b Upon loss of any license(s) required for lawful operation of Contractor's business; or,
- c Upon an unauthorized decrease in the required insurance in force; or,
- d Upon failure to make payroll payments; or,
- e Failure to remit payroll deductions in a timely manner to the appropriate State and Federal government; or
- f Upon failure to substantially meet other financial obligations; or
- g Upon service or a writ of attachment by creditors of Contractor.

3.8 This contract may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party.

4. WORK SCHEDULE

Contractor is obligated to perform in a timely manner those services and work identified in Exhibit A. It is understood by Contractor that the performance of these services and work will require the Contractor to perform the services and work in conformance with the schedule set forth in Exhibit A, if any, and, 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.

5. 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.

6. 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.

7. INSURANCE

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

7.1.1 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.

7.1.2 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.

7.1.3 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.

7.2 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.

7.3 The Contractor shall provide 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 named 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.

7.4 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.

7.5 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.

7.6 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.

7.7 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.

7.8 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-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

7.9 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 named insureds under its insurance policies.

7.10 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 effecting coverage required by this Agreement, including, without limitation, those effecting 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.

7.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

8. DEFENSE AND INDEMNIFICATION

8.1 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. Notwithstanding the foregoing, Contractor's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Contractor in contributing to such claim, damage, loss and

expense.

8.2 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.

8.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Contractor and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

9. STATUS OF CONTRACTOR

9.1 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.

9.2 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 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.

10. RECORDS AND AUDITS

10.1 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 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, 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.

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

10.3 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.

10.4 County shall have the right to audit all billings and records of the Contractor related to this contract as required by State law. An independent public accountant can be appointed by County.

10.5 Contractor 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.

10.6 Monitoring by County may be accomplished by the following means: field reviews, audit claims, monthly review of records, etc.

10.7 Contractor shall be responsible for the procurement and performance of a fiscal and compliance audit annually. Entities receiving in excess of \$300,000 in Federal

funds must comply with the Single Audit Act of 1984 (PL 98-502). All audits must be performed in accordance with Government Audit standards as set forth in the Guidelines for Financial and Compliance Audits for Federally Assisted Programs, Activities, and Functions, and the provisions of OMB Circular A-128 as this applies to the auditing of other government agencies or OMB Circular A-133 as this applies to the auditing of institutions of higher education and non-profit entities.

10.8 Contractor shall include in all fiscal audit reports an opinion which indicates whether program expenditures are allowable pursuant to the provisions of 45 CFR, Part 74, and all applicable State and Federal guidelines, policies and procedures.

10.9 Expenses incurred by Contractor to provide for the performance of an audit to satisfy said requirements are an allowable contract cost. Contractor is responsible for ensuring that the appropriate portion of audit costs are included with its total executed contract funds.

10.10 Contractor is responsible for submitting to County an audit report, prepared in accordance with said requirements, within one hundred twenty (120) days of the end of the Contractor's fiscal year.

11. CONFIDENTIALITY

Contractor shall comply and require its officers and employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code (WIC) and Division 19 of the California Department of Social Services Manual of Policies and Procedures to assure that:

a Any and all information pertaining to the administration of public social services, for which grants in aid are received 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 applicant or recipient.

c Contractor shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of misdemeanor.

12. NONDISCRIMINATION

12.1 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. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements.

12.2 Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this agreement.

12.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

13. ASSIGNMENT

13.1 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.

13.2 Any working agreements, memoranda of understanding, or subcontracts let as a result of this agreement shall adhere to the terms contained in this agreement and shall be submitted to County prior to their commencement.

14. 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.

15. 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
Community Services Agency
Attention: Contracts Administrator
PO Box 42
Modesto, CA 95353

To Contractor: Haven Women's Center
Attention: Paula Harter, Executive Director
619 13th Street, Suite I
Modesto, CA 95354

16. 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.

17. 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.

18. 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.

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.

22. GENERAL ACCOUNTABILITY

22.1 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.

22.2 In the event of any State hearings, cash grant award or lawsuit award resulting from Contractor's failure to perform as required by this contract, reimbursement shall be made to the damaged party by Contractor.

22.3 Additional costs to County for maintaining any portion of the contract as a result of Contractor's failure to perform, as required by this agreement, are subject to recoupment by County through withholding from billings or any other form of legal action.

23. CODE OF ETHICS

Contractor shall uphold the following Code of Ethics:

- Professional Conduct: Employees of Contractor will abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Contractor will also abide by specific codes of ethics prescribed by the professional organizations which set standards for their profession.
- Quality of Service: Employees of Contractor will promote the goals of the program, which includes enhancement of participant self esteem, by providing quality service which demonstrates knowledge of the respect for participant needs.
- Respect and Courtesy: Employees of Contractor will conduct all activities with respect and courtesy for participants.
- Propriety: Employees of Contractor will not make use of their position or relationship with clients for personal gain.
- Positive Representation: Employees of contractor will not behave in any manner that will bring discredit to his/her professional status and reputation or to the program.

24. STATE ENERGY CONSERVATION PLAN

Contractor agrees to recognize the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan Title 23, California Administrative Code, as required by the U.S. Energy, Policy and Conservation Act (P.L. 94-165).

25. COPYRIGHT ACCESS

County, CDSS, and the United States Department of Health and Human Services shall have a royalty free nonexclusive and irrevocable license to publish, translate, or use, now or hereafter, all material developed under this contract including those covered by copyright.

26. CONVICTION OF CRIME

26.1 Contractor shall immediately notify County concerning the arrest and/or subsequent conviction, for other than minor traffic offenses, of any paid employee and/or volunteer staff assigned to provided services under this contract, when such information becomes known to Contractor.

26.2 Contractor agrees not to knowingly employ any person convicted of any crime involving abuse, neglect, violence, or sexual conduct involving or perpetrated upon a minor, or an adult person or who has been convicted of any felony.

26.3 Contractor shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this contract report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165(k). Contractor shall require each employee, volunteer, consultant, subcontractor or agency to sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166(a) and will comply with the provisions of the code section.

27. MATCHING FUNDS

These funds are not available for matching unless certified by the Community Services Agency

28. ENTIRE AGREEMENT

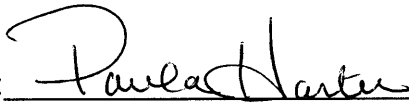
This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, 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.

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

COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY

HAVEN WOMEN'S CENTER
OF STANISLAUS

By: 

By: 

Title: Director

Title: Executive Director

Dated: 6/26/01

Dated: 6/07/01

APPROVED AS TO FORM:
COUNTY COUNSEL
MICHAEL H. KRAUSNICK

~~**COUNTY PURCHASING DEPARTMENT**~~

By: 

~~By: _____~~

Title: Deputy County Counsel

~~Title: Purchasing Agent~~

Dated: 6/1/01

~~Dated: _____~~

V:\COWPJPD\FORMS\IND-CON.AGM

**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
CONTRACT TO PROVIDE
DOMESTIC VIOLENCE SERVICES
JULY 1, 2001 THROUGH JUNE 30, 2002**

I. SCOPE OF WORK:

Contractor shall provide the following services:

A. Six (6) Welfare to Work (WTW) Domestic Violence Specialists. Such services are provided to Temporary Assistance to Needy Families (TANF) applicants and recipients. Services will be provided at Community Services Agency, 251 E. Hackett Road, Modesto, CA 95358.

Services Shall Include:

- Developing Assessment tools
- Assist in the development of the referral process
- Providing support groups and safety planning groups
- Crisis Intervention

Domestic Violence services included but not limited to:

- Parenting
- Legal Clinics
- Safety Planning
- Economic Abuse
- Power and Control
- Shared Responsibility
- Equality in relationships
- Trust and Support Vs. Isolation
- Threats and Coercion vs. Respect
- Non-threatening Behavior vs. Emotional Abuse
- How Children are Effected by Domestic Violence

II. COMPENSATION:

Contractor shall be compensated for the services provided under this agreement as follows:

1. Costs:

a. The maximum amount of this contract for the period July 1, 2001 through June 30, 2002 shall not exceed \$192,538.

b. This is a cost reimbursement contract. The costs attendant to the provision of service are described in Exhibit B which is hereby incorporated by reference and made a part hereof.

c. Contractor agrees that the costs to be charged to County for contracted services for the term of this contract includes all allowable contractor costs, both indirect and direct, relative to this contract.

d. Costs must conform with Federal costs regulation: OMB Circular A-87, A guide for State and Local Government Agencies, 41 CFR, Subpart 1-15.2 (for profit agencies), and OMB Circular A-122 (for nonprofit agencies). All equipment purchased by CONTRACTOR must be depreciated in accordance with 45 CFR 97.705. All equipment, materials, supplies or property of any kind purchased from funds reimbursed or furnished by CSA under the terms of this agreement shall be fully consumed or aged out in the course of the contract/program. CSA reserves the right to physically reclaim any/all such property at the conclusion of the contract in accordance with 45 Code of Federal Regulations, Part 74, Administration of Grants.

e. Contractor shall make no charge to the recipient and shall collect no share of cost.

f. Contractor must list all participants that services were provided for. Report shall include participant's full name and social security number and will be provided to County on a monthly basis along with the invoice.

2. Billings:

Contractor shall submit billings to County in a format specified by County, within twenty (20) days following the end of the month in which services were delivered.

Stanislaus County Community Services Agency
Attention: Diane Tollefson, Contracts Administrator
P.O. Box 42
Modesto, CA 95353-0042
(209) 558-2937

Supporting documentation shall accompany each invoice: copies of employee time studies documenting actual time dedicated to these contract services, supporting payroll and fringe benefit journals, copies receipts/ invoices of all Contractor operational costs billed to this agreement. In addition, Contractor will submit a monthly list of all participants in the

contracted activities and include their full name, social security number and case number (if available).

3. Payments:

a. If the conditions set forth in this contract are met County shall pay, on or before the thirtieth (30th) day of each month following the month of billing, the sum of money claimed by the approved billings, (less any credit due County for adjustments of prior billing.) If the conditions are not met, County shall pay when the necessary processing is completed.

b. County will not pay for unauthorized services rendered by Contractor nor for the claimed services which County monitoring shows have not been provided as authorized.

c. County retains the right to withhold payment on disputed claims.

d. Final payment under contract may be held until a termination audit is completed or until receipt of Contractor's annual narrative report.

e. Contractor is responsible for the repayment of all audit exceptions and disallowances taken by Stanislaus County, State or Federal agencies related to this contract.

**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
CONTRACT TO PROVIDE
DOMESTIC VIOLENCE SERVICES
JULY 1, 2001 THROUGH JUNE 30, 2002
CONTRACT BUDGET**

LINE ITEM	<u>TOTAL</u>
Personnel Costs:	
Staff Salary (Includes 12% Benefits) Six (6) Domestic Violence Specialists	163,072
Total Personnel Costs	\$163,072
Operational Costs:	
Conference and Training	18,000
Mileage	<u>1,950</u>
Total Operational Costs:	\$19,950
Administrative Expense	<u>\$9,516</u>
GRAND TOTAL	<u>\$ 192,538</u>

BUDGET NARRATIVE

Personnel Costs: - This line includes the wages for six (6) 35 hours per week Domestic Violence Specialists (5.25 FTEs) at wages ranging from \$12.00 per hour for three newly hired staff to \$13.00, \$15.00 and \$16.00 per hour for three experienced staff. Fringe benefits include Contractor's estimates for FICA, Workers Comp, medical insurance and unemployment insurance and are calculated at 12% of total salaries.

Conference and Training Costs: - Estimated costs for six staff to attend Domestic Violence related conferences and trainings to empower staff to better serve TANF families.

Mileage: - Travel mileage shall be reimbursed at the County rate of \$0.345 per mile.

Administrative Expenses: - Includes costs for Haven's agency rent, utilities, telephone and insurance per Contractor's cost allocation plan. (Equates to 6% of salary costs)

**COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY
CONTRACT TO PROVIDE
EMPLOYMENT PLACEMENT SERVICES
JULY 1, 2001 THROUGH JUNE 30, 2002**

This Agreement is made and entered into this first day of July 2001, by and between the **County of Stanislaus, Community Services Agency**, (hereinafter referred to as County) and **Kelly Services, Inc**, a Michigan for-profit corporation, (hereinafter referred to as Contractor).

RECITALS

WHEREAS, County wishes to provide employment placement services,

WHEREAS, Contractor is specially trained, experienced and competent to perform 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.

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.

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

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.

3.5 County shall notify Contractor in writing within thirty (30) days of any potential Federal or State audit exception. Where findings indicate program requirements are not being met and Federal and/or State participation in this program may be imperiled, written notification will constitute County's intention to terminate this contract in the event corrections are not accomplished within thirty (30) days.

3.6 This contract may be terminated by County upon the giving of thirty (30) days notice of such termination because the services as determined by the Director of Stanislaus County Community Services Agency are inadequate, poorly performed, or improperly supervised. Within the thirty (30) day period, Contractor may appeal the decision of the Director of the Community Services Agency to the Board of Supervisors of Stanislaus County. The determination by the Board as to the termination shall be final.

3.7 Notwithstanding any other provisions of this contract, County may terminate the contract immediately:

- a Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services.
- b Upon loss of any license(s) required for lawful operation of Contractor's business; or,
- c Upon an unauthorized decrease in the required insurance in force; or,
- d Upon failure to make payroll payments; or,
- e Failure to remit payroll deductions in a timely manner to the appropriate State and Federal government; or
- f Upon failure to substantially meet other financial obligations; or
- g Upon service or a writ of attachment by creditors of Contractor.

3.8 This contract may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party.

4. WORK SCHEDULE

Contractor is obligated to perform in a timely manner those services and work identified in Exhibit A. It is understood by Contractor that the performance of these services and work will require the Contractor to perform the services and work in conformance with the schedule set forth in Exhibit A, if any, and, 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.

5. 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.

6. 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.

7. INSURANCE

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

7.1.1 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.

7.1.2 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.

7.1.3 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.

7.2 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.

7.3 The Contractor shall provide 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 named 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.

7.4 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.

7.5 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.

7.6 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.

7.7 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.

7.8 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-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

7.9 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 named insureds under its insurance policies.

7.10 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 effecting coverage required by this Agreement, including, without limitation, those effecting 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.

7.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

8. DEFENSE AND INDEMNIFICATION

8.1 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.

8.2 Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless under the provisions of this paragraph are not limited to or restricted by any requirement in this agreement for Contractor to procure and maintain a policy of insurance.

8.3 To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims,

damages, losses, judgements, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of or resulting from the negligence or wrongful acts of County, its officers, or employees.

9. STATUS OF CONTRACTOR

9.1 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.

9.2 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 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.

10. RECORDS AND AUDIT

10.1 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 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, 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.

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

10.3 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.

10.4 County shall have the right to audit all billings and records of the Contractor related to this contract as required by State law. An independent public accountant can be appointed by County.

10.5 Contractor 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.

10.6 Monitoring by County may be accomplished by the following means: field reviews, audit claims, monthly review of records, etc.

10.7 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.

10.8 In the event of any State hearings, cash grant award or lawsuit award resulting from Contractor's failure to perform as required by this contract, reimbursement shall be made to the damaged party by Contractor.

10.9 Additional costs to County for maintaining any portion of the contract as a result of Contractor's failure to perform, as required by this agreement, are subject to recoupment by County through withholding from billings or any other form of legal action.

11. CONFIDENTIALITY

Contractor shall comply and require its officers and employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code (WIC) and Division 19 of the California Department of Social Services Manual of Policies and Procedures to assure that:

a Any and all information pertaining to the administration of public social services, for which grants in aid are received 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 applicant or recipient.

c Contractor shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of misdemeanor.

12. NONDISCRIMINATION

12.1 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. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements.

12.2 Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this agreement.

12.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

13. 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.

14. 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.

15. 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
Community Services Agency
Attention: Contracts Administrator
PO Box 42
Modesto, CA 95353

To Contractor: Contractor:
Kelly Services, Inc.
Attention: Susan Gibbons
1101 Sylvan Avenue, Suite B-30
Modesto, CA 95355

16. 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.

17. 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.

18. 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.

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.

22. GENERAL ACCOUNTABILITY

22.1 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.

22.2 In the event of any State hearings, cash grant award or lawsuit award resulting from Contractor's failure to perform as required by this contract, reimbursement shall be made to the damaged party by Contractor.

22.3 Additional costs to County for maintaining any portion of the contract as a result of Contractor's failure to perform, as required by this agreement, are subject to recoupment by County through withholding from billings or any other form of legal action.

23. CODE OF ETHICS

Contractor shall uphold the following Code of Ethics:

- Professional Conduct: Employees of Contractor will abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Contractor will also abide by specific codes of ethics prescribed by the professional organizations which set standards for their profession.
- Quality of Service: Employees of Contractor will promote the goals of the program, which includes enhancement of participant self esteem, by providing quality service which demonstrates knowledge of the respect for participant needs.
- Respect and Courtesy: Employees of Contractor will conduct all activities with respect and courtesy for participants.
- Propriety: Employees of Contractor will not make use of their position or relationship with clients for personal gain.
- Positive Representation: Employees of contractor will not behave in any manner that will bring discredit to his/her professional status and reputation or to the program.

24. STATE ENERGY CONSERVATION PLAN

Contractor agrees to recognize the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan Title 23, California Administrative Code, as required by the U.S. Energy, Policy and Conservation Act (P.L. 94-165).

25. COPYRIGHT ACCESS

County, CDSS, and the United States Department of Health and Human Services shall have a royalty free nonexclusive and irrevocable license to publish, translate, or use, now or hereafter, all material developed under this contract including those covered by copyright.

26. CONVICTION OF CRIME

26.1 Contractor shall immediately notify County concerning the arrest and/or subsequent conviction, for other than minor traffic offenses, of any paid employee and/or volunteer staff assigned to provided services under this contract, when such information becomes known to Contractor.

26.2 Contractor agrees not to knowingly employ any person convicted of any crime involving abuse, neglect, violence, or sexual conduct involving or perpetrated upon a minor, or an adult person or who has been convicted of any felony.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first herein above written.

APPROVED AS TO CONTENT:

**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY**

KELLY SERVICES, INC.

By: _____

By: _____

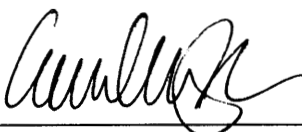
Title: Director

Title: _____

Dated: _____

Dated: _____

**APPROVED AS TO FORM:
COUNTY COUNSEL
MICHAEL H. KRAUSNICK**

By:  _____

Title: Deputy County Counsel

Date: 6/6/01

KELLY SERVICES, INC.
CONTRACT TO PROVIDE EMPLOYMENT PLACEMENT SERVICES
JULY 1, 2001 THROUGH JUNE 30, 2002

I. SCOPE OF WORK:

Contractor shall provide employment placement services to TANF recipients effective July 1, 2001 through June 30, 2002.

- A. Contractor will provide employment placement services for up to twelve months to TANF recipients referred by CSA.
- B. TANF Recipient must be placed in employment within ten (10) working days of voucher.
- C. Services to be provided must include, but are not limited to the following:
 - 1. Provide StanWORKs participants with screening, assessment, job search assistance, placement and any other services available within placement agency's scope of service to applicants at large. When necessary, additional services in job search and placement consultation will be offered, including the utilization of tutorial computer programs, resume updates, interview coaching and job retention services.
 - 2. Maintain an ongoing relationship with participants and participants' placement site.
 - 3. Advise Stanislaus County immediately of problems occurring with participants.
 - 4. Continue to work with participants until full-time employment or consistent employment at various job sites is achieved.
 - 5. Market the participants entering the workforce as part of the employment agency's workforce and overall general labor pool.

I. COMPENSATION:

Contractor shall be compensated for the services provided under this agreement as follows:

- A. Costs:
 - 1. This is a fixed cost contract. The maximum hourly rate shall be \$25.00. This maximum hourly rate can be increased with a written approval of

the case manager's supervisor. The maximum amount of this contract for the period July 1, 2001 through June 30, 2002 shall not exceed \$200,000.

2. Contractor shall be reimbursed for hourly wages paid to TANF recipients.

In addition to hourly wages paid to TANF recipients, Contractor may include the cost of processing payroll, payroll taxes and insurance paid by Contractor and normal profit contained in one hourly billing rate. Maximum hours Contractor can be reimbursed for each TANF recipient is five hundred and twenty (520) hours of employment. After five hundred and twenty (520) hours, the individual TANF recipient will no longer be enrolled in the Right Start program.

3. Costs must conform with federal cost regulations: OMB Circular A-87, A Guide for State and Local Government Agencies: 48 CFR, part 31, Subpart 31.2 (for profit agencies). All equipment purchased by the Contractor must be depreciated in accordance with 45 CFR 95.705.
4. County shall not be required to purchase any definite amount of services nor does County guarantee to Contractor any minimum amount of funds or hours.
5. Contractor shall not be paid by the County for any overtime worked by the TANF participant.

B. Billings:

Contractor shall submit billings to County in a format specified by County, within thirty (30) days following the weekly pay period in which services were delivered.

C. Payments:

1. If the conditions set forth in this contract are met County shall pay, on or before the thirtieth (30th) day following the receipt of the billing, the sum of money claimed by the approved billings, (less any credit due County for adjustments of prior billing). If the conditions are not met, County shall pay when the necessary processing is completed.
2. County will not pay for unauthorized services rendered by Contractor nor for the claimed services which County monitoring shows have not been provided as authorized.
3. County retains the right to withhold payment on disputed claims, on the disputed amount only.

6/19/01
* B-3
2001-465

**COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY
CONTRACT TO PROVIDE
EMPLOYMENT PLACEMENT SERVICES
JULY 1, 2001 THROUGH JUNE 30, 2002**

This Agreement is made and entered into this first day of July 2001, by and between the **County of Stanislaus, Community Services Agency**, (hereinafter referred to as County) and **Kelly Services, Inc**, a Michigan for-profit corporation, (hereinafter referred to as Contractor).

RECITALS

WHEREAS, County wishes to provide employment placement services,

WHEREAS, Contractor is specially trained, experienced and competent to perform 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.

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.

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

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.

3.5 County shall notify Contractor in writing within thirty (30) days of any potential Federal or State audit exception. Where findings indicate program requirements are not being met and Federal and/or State participation in this program may be imperiled, written notification will constitute County's intention to terminate this contract in the event corrections are not accomplished within thirty (30) days.

3.6 This contract may be terminated by County upon the giving of thirty (30) days notice of such termination because the services as determined by the Director of Stanislaus County Community Services Agency are inadequate, poorly performed, or improperly supervised. Within the thirty (30) day period, Contractor may appeal the decision of the Director of the Community Services Agency to the Board of Supervisors of Stanislaus County. The determination by the Board as to the termination shall be final.

3.7 Notwithstanding any other provisions of this contract, County may terminate the contract immediately:

- a Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services.
- b Upon loss of any license(s) required for lawful operation of Contractor's business; or,
- c Upon an unauthorized decrease in the required insurance in force; or,
- d Upon failure to make payroll payments; or,
- e Failure to remit payroll deductions in a timely manner to the appropriate State and Federal government; or
- f Upon failure to substantially meet other financial obligations; or
- g Upon service or a writ of attachment by creditors of Contractor.

3.8 This contract may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party.

4. WORK SCHEDULE

Contractor is obligated to perform in a timely manner those services and work identified in Exhibit A. It is understood by Contractor that the performance of these services and work will require the Contractor to perform the services and work in conformance with the schedule set forth in Exhibit A, if any, and, 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.

5. 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.

6. 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.

7. INSURANCE

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

7.1.1 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.

7.1.2 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.

7.1.3 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.

7.2 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.

7.3 The Contractor shall provide 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 named 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.

7.4 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.

7.5 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.

7.6 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.

7.7 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.

7.8 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-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

7.9 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 named insureds under its insurance policies.

7.10 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 effecting coverage required by this Agreement, including, without limitation, those effecting 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.

7.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

8. DEFENSE AND INDEMNIFICATION

8.1 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.

8.2 Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless under the provisions of this paragraph are not limited to or restricted by any requirement in this agreement for Contractor to procure and maintain a policy of insurance.

8.3 To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims,

damages, losses, judgements, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of or resulting from the negligence or wrongful acts of County, its officers, or employees.

9. STATUS OF CONTRACTOR

9.1 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.

9.2 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

10. RECORDS AND AUDIT

10.1 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 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, 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.

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

10.3 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.

10.4 County shall have the right to audit all billings and records of the Contractor related to this contract as required by State law. An independent public accountant can be appointed by County.

10.5 Contractor 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.

10.6 Monitoring by County may be accomplished by the following means: field reviews, audit claims, monthly review of records, etc.

10.7 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.

10.8 In the event of any State hearings, cash grant award or lawsuit award resulting from Contractor's failure to perform as required by this contract, reimbursement shall be made to the damaged party by Contractor.

10.9 Additional costs to County for maintaining any portion of the contract as a result of Contractor's failure to perform, as required by this agreement, are subject to recoupment by County through withholding from billings or any other form of legal action.

11. CONFIDENTIALITY

Contractor shall comply and require its officers and employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code (WIC) and Division 19 of the California Department of Social Services Manual of Policies and Procedures to assure that:

- a Any and all information pertaining to the administration of public social services, for which grants in aid are received 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 applicant or recipient.
- c Contractor shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of misdemeanor.

12. NONDISCRIMINATION

12.1 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. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements.

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12.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

13. 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.

14. 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.

15. 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
Community Services Agency
Attention: Contracts Administrator
PO Box 42
Modesto, CA 95353

To Contractor: Contractor:
Kelly Services, Inc.
Attention: Susan Gibbons
1101 Sylvan Avenue, Suite B-30
Modesto, CA 95355

16. 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.

17. 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.

18. 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.

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.

22. GENERAL ACCOUNTABILITY

22.1 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.

22.2 In the event of any State hearings, cash grant award or lawsuit award resulting from Contractor's failure to perform as required by this contract, reimbursement shall be made to the damaged party by Contractor.

22.3 Additional costs to County for maintaining any portion of the contract as a result of Contractor's failure to perform, as required by this agreement, are subject to recoupment by County through withholding from billings or any other form of legal action.

23. CODE OF ETHICS

Contractor shall uphold the following Code of Ethics:

- Professional Conduct: Employees of Contractor will abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Contractor will also abide by specific codes of ethics prescribed by the professional organizations which set standards for their profession.
- Quality of Service: Employees of Contractor will promote the goals of the program, which includes enhancement of participant self esteem, by providing quality service which demonstrates knowledge of the respect for participant needs.
- Respect and Courtesy: Employees of Contractor will conduct all activities with respect and courtesy for participants.
- Propriety: Employees of Contractor will not make use of their position or relationship with clients for personal gain.
- Positive Representation: Employees of contractor will not behave in any manner that will bring discredit to his/her professional status and reputation or to the program.

24. STATE ENERGY CONSERVATION PLAN

Contractor agrees to recognize the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan Title 23, California Administrative Code, as required by the U.S. Energy, Policy and Conservation Act (P.L. 94-165).

25. COPYRIGHT ACCESS

County, CDSS, and the United States Department of Health and Human Services shall have a royalty free nonexclusive and irrevocable license to publish, translate, or use, now or hereafter, all material developed under this contract including those covered by copyright.

26. MATCHING FUNDS

These funds are not available for matching unless certified by the Community Services Agency

27. 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.



IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first herein above written.

APPROVED AS TO CONTENT:

**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY**

KELLY SERVICES, INC.

By: *Cecil Chatman Jr*

By: *Jensen Gibbons*

Title: Director

Title: *Operations Mgr.*

Dated: *11/14/01*

Dated: *6/29/01*

**APPROVED AS TO FORM:
COUNTY COUNSEL
MICHAEL H. KRAUSNICK**

By: *Michael H. Krausnick*

Title: Deputy County Counsel

Date: *6/6/01*

**KELLY SERVICES, INC.
CONTRACT TO PROVIDE EMPLOYMENT PLACEMENT SERVICES
JULY 1, 2001 THROUGH JUNE 30, 2002**

I. SCOPE OF WORK:

Contractor shall provide employment placement services to TANF recipients effective July 1, 2001 through June 30, 2002.

- A. Contractor will provide employment placement services for up to twelve months to TANF recipients referred by CSA.
- B. TANF Recipient must be placed in employment within ten (10) working days of voucher.
- C. Services to be provided must include, but are not limited to the following:
 - 1. Provide StanWORKs participants with screening, assessment, job search assistance, placement and any other services available within placement agency's scope of service to applicants at large. When necessary, additional services in job search and placement consultation will be offered, including the utilization of tutorial computer programs, resume updates, interview coaching and job retention services.
 - 2. Maintain an ongoing relationship with participants and participants' placement site.
 - 3. Advise Stanislaus County immediately of problems occurring with participants.
 - 4. Continue to work with participants until full-time employment or consistent employment at various job sites is achieved.
 - 5. Market the participants entering the workforce as part of the employment agency's workforce and overall general labor pool.

I. COMPENSATION:

Contractor shall be compensated for the services provided under this agreement as follows:

- A. Costs:
 - 1. This is a fixed cost contract. The maximum hourly rate shall be \$25.00. This maximum hourly rate can be increased with a written approval of

the case manager's supervisor. The maximum amount of this contract for the period July 1, 2001 through June 30, 2002 shall not exceed \$200,000.

2. Contractor shall be reimbursed for hourly wages paid to TANF recipients.

In addition to hourly wages paid to TANF recipients, Contractor may include the cost of processing payroll, payroll taxes and insurance paid by Contractor and normal profit contained in one hourly billing rate. Maximum hours Contractor can be reimbursed for each TANF recipient is five hundred and twenty (520) hours of employment. After five hundred and twenty (520) hours, the individual TANF recipient will no longer be enrolled in the Right Start program.

3. Costs must conform with federal cost regulations: OMB Circular A-87, A Guide for State and Local Government Agencies: 48 CFR, part 31, Subpart 31.2 (for profit agencies). All equipment purchased by the Contractor must be depreciated in accordance with 45 CFR 95.705.
4. County shall not be required to purchase any definite amount of services nor does County guarantee to Contractor any minimum amount of funds or hours.
5. Contractor shall not be paid by the County for any overtime worked by the TANF participant.

B. Billings:

Contractor shall submit billings to County in a format specified by County, within thirty (30) days following the weekly pay period in which services were delivered.

C. Payments:

1. If the conditions set forth in this contract are met County shall pay, on or before the thirtieth (30th) day following the receipt of the billing, the sum of money claimed by the approved billings, (less any credit due County for adjustments of prior billing). If the conditions are not met, County shall pay when the necessary processing is completed.
2. County will not pay for unauthorized services rendered by Contractor nor for the claimed services which County monitoring shows have not been provided as authorized.
3. County retains the right to withhold payment on disputed claims, on the disputed amount only.

COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
CONTRACT TO PROVIDE StanWORKs/CalWORKs PROGRAM SERVICES
JULY 1, 2001 THROUGH JUNE 30, 2002

This Agreement FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS ("County") and YOSEMITE COMMUNITY COLLEGE DISTRICT ("Contractor") on July 1, 2001.

RECITALS

WHEREAS, the County has a need for educational and vocational classes for CalWORKs participants 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.

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.

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

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.

3.5 County shall notify Contractor in writing within thirty (30) days of any potential Federal or State audit exception. Where findings indicate program requirements are not being met and Federal and/or State participation in this program may be imperiled, written notification will constitute County's intention to terminate this contract in the event corrections are not accomplished within thirty (30) days.

3.6 This contract may be terminated by County upon the giving of thirty (30) days notice of such termination because the services as determined by the Director of Stanislaus County Community Services Agency are inadequate, poorly performed, or improperly supervised. Within the thirty (30) day period, Contractor may appeal the decision of the Director of the Community Services Agency to the Board of Supervisors of Stanislaus County. The determination by the Board as to the termination shall be final.

3.7 Notwithstanding any other provisions of this contract, County may terminate the contract immediately:

- a Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services.
- b Upon loss of any license(s) required for lawful operation of Contractor's business; or,
- c Upon an unauthorized decrease in the required insurance in force; or,
- d Upon failure to make payroll payments; or,
- e Failure to remit payroll deductions in a timely manner to the appropriate State and Federal government; or
- f Upon failure to substantially meet other financial obligations; or
- g Upon service or a writ of attachment by creditors of Contractor.

3.8 This contract may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party.

4. WORK SCHEDULE

Contractor is obligated to perform in a timely manner those services and work identified in Exhibit A. It is understood by Contractor that the performance of these services and work will require the Contractor to perform the services and work in conformance with the schedule set forth in Exhibit A, if any, and, 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.

5. 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.

6. 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.

7. INSURANCE

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

7.1.1 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.

7.1.2 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.

7.1.3 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.

7.2 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.

7.3 The Contractor shall provide 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 named 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.

7.4 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.

7.5 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.

7.6 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.

7.7 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.

7.8 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-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

7.9 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 named insureds under its insurance policies.

7.10 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 effecting coverage required by this Agreement, including, without limitation, those effecting 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.

7.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

8. DEFENSE AND INDEMNIFICATION

8.1 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. Notwithstanding the foregoing, Contractor's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Contractor in contributing to such claim, damage, loss and expense.

8.2 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.

8.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Contractor and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

9. STATUS OF CONTRACTOR

9.1 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.

9.2 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 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.

10. RECORDS AND AUDITS

10.1 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 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, 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.

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

10.3 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.

10.4 County shall have the right to audit all billings and records of the Contractor related to this contract as required by State law. An independent public accountant can be appointed by County.

10.5 Contractor 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.

10.6 Monitoring by County may be accomplished by the following means: field reviews, audit claims, monthly review of records, etc.

10.7 Contractor shall be responsible for the procurement and performance of a fiscal and compliance audit annually. Entities receiving in excess of \$300,000 in Federal funds must comply with the Single Audit Act of 1984 (PL 98-502). All audits must be performed in accordance with Government Audit standards as set forth in the Guidelines

for Financial and Compliance Audits for Federally Assisted Programs, Activities, and Functions, and the provisions of OMB Circular A-128 as this applies to the auditing of other government agencies or OMB Circular A-133 as this applies to the auditing of institutions of higher education and non-profit entities.

10.8 Contractor shall include in all fiscal audit reports an opinion which indicates whether program expenditures are allowable pursuant to the provisions of 45 CFR, Part 74, and all applicable State and Federal guidelines, policies and procedures.

10.9 Expenses incurred by Contractor to provide for the performance of an audit to satisfy said requirements are an allowable contract cost. Contractor is responsible for ensuring that the appropriate portion of audit costs are included with its total executed contract funds.

10.10 Contractor is responsible for submitting to County an audit report, prepared in accordance with said requirements, within one hundred twenty (120) days of the end of the Contractor's fiscal year.

11. CONFIDENTIALITY

Contractor shall comply and require its officers and employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code (WIC) and Division 19 of the California Department of Social Services Manual of Policies and Procedures to assure that:

a Any and all information pertaining to the administration of public social services, for which grants in aid are received 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 applicant or recipient.

c Contractor shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of misdemeanor.

12. NONDISCRIMINATION

12.1 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. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements.

12.2 Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this agreement.

12.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

13. ASSIGNMENT

13.1 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.

13.2 Any working agreements, memoranda of understanding, or subcontracts let as a result of this agreement shall adhere to the terms contained in this agreement and shall be submitted to County prior to their commencement.

14. 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.

15. 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
Community Services Agency
Attention: Contracts Administrator
PO Box 42
Modesto, CA 95353

To Contractor: Yosemite Community College District
P.O. Box 4065
Modesto, CA 95352-4065

16. 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.

17. 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.

18. 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.

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.

22. GENERAL ACCOUNTABILITY

22.1 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.

22.2 In the event of any State hearings, cash grant award or lawsuit award resulting from Contractor's failure to perform as required by this contract, reimbursement shall be made to the damaged party by Contractor.

22.3 Additional costs to County for maintaining any portion of the contract as a result of Contractor's failure to perform, as required by this agreement, are subject to recoupment by County through withholding from billings or any other form of legal action.

23. CODE OF ETHICS

Contractor shall uphold the following Code of Ethics:

- Professional Conduct: Employees of Contractor will abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Contractor will also abide by specific codes of ethics prescribed by the professional organizations which set standards for their profession.
- Quality of Service: Employees of Contractor will promote the goals of the program, which includes enhancement of participant self esteem, by providing quality service which demonstrates knowledge of the respect for participant needs.
- Respect and Courtesy: Employees of Contractor will conduct all activities with respect and courtesy for participants.
- Propriety: Employees of Contractor will not make use of their position or relationship with clients for personal gain.
- Positive Representation: Employees of contractor will not behave in any manner that will bring discredit to his/her professional status and reputation or to the program.

24. STATE ENERGY CONSERVATION PLAN

Contractor agrees to recognize the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan Title 23, California Administrative Code, as required by the U.S. Energy, Policy and Conservation Act (P.L. 94-165).

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

COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY

YOSEMITE COMMUNITY
COLLEGE DISTRICT

By: _____

By: _____

Title: Director

Title: Vice Chancellor

Dated: _____

Dated: _____

APPROVED AS TO FORM:
COUNTY COUNSEL
MICHAEL H. KRAUSNICK

By:  _____

Title: Deputy County Counsel

Dated: 6/8/09

V:\COWPJPD\FORMS\IND-CON.AGM

**YOSEMITE COMMUNITY COLLEGE DISTRICT
CONTRACT TO PROVIDE EDUCATIONAL AND VOCATIONAL CLASSES
JULY 1, 2001 THROUGH JUNE 30, 2002**

I. SCOPE OF WORK:

Contractor shall provide the following services:

YCCD agrees to provide CalWORKs direct program services in accordance with the Stanislaus CalWORKs County Plan, the CSA StanWORKs and CalWORKs Policy Manual, CDSS Eligibility and Assistance Standards (EAS) Manual of Policies and Procedures (MPP) 42-700, et. seq., CDSS Fiscal Management and Control MPP Division 25, et. seq., Federal TANF requirements, which are hereby incorporated by this reference.

YCCD and CSA shall provide, in writing, to the Department Heads of the respective agencies, the name of the Manager III who has primary responsibility to act on behalf of their respective organizations to ensure compliance with all contract provisions.

A. Modesto Junior College (MJC)/Yosemite Community College District (YCCD) will continue to provide basic skills instruction in English as a Second Language (ESL), Adult Basic Education (ABE), and General Education Development (GED) through June 30, 2002. MJC/YCCD will offer six (6) 20-hour sections as follows:

1. ESL - 5 sections
2. ABE/GED - 1 section

B. MJC/YCCD shall provide administrative support for this project in the form of a program representative and program assistant.

C. Inform CSA case managers immediately of any non-compliance issues (non-attendance, refusal or failure to participate, non-cooperation). Respond in a timely manner (within 3 days of receiving transmittal) to CSA request for participant information. Establish and maintain accurate attendance records on each participant, reporting this information to County on a bi-weekly basis. Attendance shall be reported in two ways: 1) individual participant hours of attendance shall be entered into the GEMS automated system; and 2) weekly attendance sheets forwarded to CSA. Written verification of excused absences and unexcused interruptions in attendance shall be submitted to CSA, along with comments by supervising staff as to participant's progress.

II. CSA shall provide the following services:

A. Coordinate and administer all case management functions including the review of attendance records and claims for supportive services necessary for participants.

B. Counsel participants on issues involving compliance and attendance in the program.

C. Notify Contractor immediately of participant program status change such as deferral, deregistration and conciliation plan. Respond to Contractor requests in a timely manner (within 3 business days) and provide information deemed necessary to insure participant attendance, compliance and success in the program. (EXHIBIT C - Educational Transmittal).

D. Assign and monitor Unsupervised Job Search Activity for a minimum of eight (8) hours per week as appropriate to the job readiness level determined by Contractor progress reports and/or other communication with Contractor.

III. COMPENSATION:

Contractor shall be compensated for the services provided under this agreement as follows:

A. Costs:

1. This is a cost reimbursement contract. The rates and all costs attendant to the provision of service are described in EXHIBIT B - Revised Budget which is hereby incorporated by this reference.

2. The maximum amount of this contract for the period July 1, 2001 through June 30, 2002 shall not exceed \$255,000.

3. Costs must conform with Federal costs regulations: OMB Circular A-87, A Guide for State and Local Government Agencies, 41 CFR, Subpart 1-15.2 (for profit agencies), and OMB Circular A-122 (for non-profit agencies) all equipment purchased by the contractor must be depreciated in accordance with 45 CFR 97.705.

B. Billings:

Contractor shall submit to County, in a format specified by County, a signed invoice no later than June 16, 2002. Documentation for all costs shall be included with the invoice.

C. Payments:

1. If the conditions set forth in this contract are met County shall pay, on or before the thirtieth (30th) day of the month following the month billing was submitted, the sum of money claimed by the approved billings, (less any credit due County for adjustments of prior billing.) If the conditions are not met, County shall pay when the necessary processing is completed.

2. County will not pay for unauthorized services rendered by Contractor nor for the claimed services which County monitoring shows have not been provided as authorized.
3. County retains the right to withhold payment on disputed claims.
4. Final payment under contract may be held until a termination audit is completed.

**CONTRACT BUDGET
JULY 1, 2001 THROUGH JUNE 30, 2002**

Personnel Costs:

Instruction:

Instruction Assistants	\$ 52,437.00
Lab Assistant	24,794.00
Consultants	12,000.00
Job Club – Instructors	10,500.00
Fringe Benefits	26,421.00
 Total Instruction	 126,152.00

Management:

G. Boodrookas	3,461.00
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Classified:

Program Representative	46,968.00
Accounts Auditor - A. Solhkhah	4,247.00
Instruction Assistant	24,000.00
Fringe Benefits	23,122.00

Total Classified	101,798.00
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Operational Costs:

Travel	4,500.00
Instructional Supplies	6,500.00
General Supplies	3,500.00
Duplicating Costs	500.00
Fees	12,000.00
Postage	50.00

Total Operational Costs	27,050.00
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Administrative Costs - 8%	0.00
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GRAND TOTAL	<u>\$255,000.00</u>
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COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
CONTRACT TO PROVIDE StanWORKs/CalWORKs PROGRAM SERVICES
JULY 1, 2001 THROUGH JUNE 30, 2002

6/19/01
* B-3
2001-465

This Agreement FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS ("County") and YOSEMITE COMMUNITY COLLEGE DISTRICT ("Contractor") on July 1, 2001.

RECITALS

WHEREAS, the County has a need for educational and vocational classes for CalWORKs participants 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.

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.

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

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.

3.5 County shall notify Contractor in writing within thirty (30) days of any potential Federal or State audit exception. Where findings indicate program requirements are not being met and Federal and/or State participation in this program may be imperiled, written notification will constitute County's intention to terminate this contract in the event corrections are not accomplished within thirty (30) days.

3.6 This contract may be terminated by County upon the giving of thirty (30) days notice of such termination because the services as determined by the Director of Stanislaus County Community Services Agency are inadequate, poorly performed, or improperly supervised. Within the thirty (30) day period, Contractor may appeal the decision of the Director of the Community Services Agency to the Board of Supervisors of Stanislaus County. The determination by the Board as to the termination shall be final.

3.7 Notwithstanding any other provisions of this contract, County may terminate the contract immediately:

- a Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services.
- b Upon loss of any license(s) required for lawful operation of Contractor's business; or,
- c Upon an unauthorized decrease in the required insurance in force; or,
- d Upon failure to make payroll payments; or,
- e Failure to remit payroll deductions in a timely manner to the appropriate State and Federal government; or
- f Upon failure to substantially meet other financial obligations; or
- g Upon service or a writ of attachment by creditors of Contractor.

3.8 This contract may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party.

4. WORK SCHEDULE

Contractor is obligated to perform in a timely manner those services and work identified in Exhibit A. It is understood by Contractor that the performance of these services and work will require the Contractor to perform the services and work in conformance with the schedule set forth in Exhibit A, if any, and, 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.

5. 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.

6. 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.

7. INSURANCE

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

7.1.1 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.

7.1.2 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.

7.1.3 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.

7.2 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.

7.3 The Contractor shall provide 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 named 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.

7.4 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.

7.5 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.

7.6 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.

7.7 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.

7.8 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-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

7.9 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 named insureds under its insurance policies.

7.10 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 effecting coverage required by this Agreement, including, without limitation, those effecting 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.

7.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

8. DEFENSE AND INDEMNIFICATION

8.1 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. Notwithstanding the foregoing, Contractor's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Contractor in contributing to such claim, damage, loss and expense.

8.2 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.

8.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Contractor and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

9. STATUS OF CONTRACTOR

9.1 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.

9.2 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 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.

10. RECORDS AND AUDITS

10.1 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 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, 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.

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

10.3 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.

10.4 County shall have the right to audit all billings and records of the Contractor related to this contract as required by State law. An independent public accountant can be appointed by County.

10.5 Contractor 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.

10.6 Monitoring by County may be accomplished by the following means: field reviews, audit claims, monthly review of records, etc.

10.7 Contractor shall be responsible for the procurement and performance of a fiscal and compliance audit annually. Entities receiving in excess of \$300,000 in Federal funds must comply with the Single Audit Act of 1984 (PL 98-502). All audits must be performed in accordance with Government Audit standards as set forth in the Guidelines

for Financial and Compliance Audits for Federally Assisted Programs, Activities, and Functions, and the provisions of OMB Circular A-128 as this applies to the auditing of other government agencies or OMB Circular A-133 as this applies to the auditing of institutions of higher education and non-profit entities.

10.8 Contractor shall include in all fiscal audit reports an opinion which indicates whether program expenditures are allowable pursuant to the provisions of 45 CFR, Part 74, and all applicable State and Federal guidelines, policies and procedures.

10.9 Expenses incurred by Contractor to provide for the performance of an audit to satisfy said requirements are an allowable contract cost. Contractor is responsible for ensuring that the appropriate portion of audit costs are included with its total executed contract funds.

10.10 Contractor is responsible for submitting to County an audit report, prepared in accordance with said requirements, within one hundred twenty (120) days of the end of the Contractor's fiscal year.

11. CONFIDENTIALITY

Contractor shall comply and require its officers and employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code (WIC) and Division 19 of the California Department of Social Services Manual of Policies and Procedures to assure that:

a Any and all information pertaining to the administration of public social services, for which grants in aid are received 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 applicant or recipient.

c Contractor shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of misdemeanor.

12. NONDISCRIMINATION

12.1 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. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements.

12.2 Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this agreement.

12.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

13. ASSIGNMENT

13.1 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.

13.2 Any working agreements, memoranda of understanding, or subcontracts let as a result of this agreement shall adhere to the terms contained in this agreement and shall be submitted to County prior to their commencement.

14. 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.

15. 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
Community Services Agency
Attention: Contracts Administrator
PO Box 42
Modesto, CA 95353

To Contractor: Yosemite Community College District
P.O. Box 4065
Modesto, CA 95352-4065

16. 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.

17. 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.

18. 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.

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.

22. GENERAL ACCOUNTABILITY

22.1 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.

22.2 In the event of any State hearings, cash grant award or lawsuit award resulting from Contractor's failure to perform as required by this contract, reimbursement shall be made to the damaged party by Contractor.

22.3 Additional costs to County for maintaining any portion of the contract as a result of Contractor's failure to perform, as required by this agreement, are subject to recoupment by County through withholding from billings or any other form of legal action.

23. CODE OF ETHICS

Contractor shall uphold the following Code of Ethics:

- Professional Conduct: Employees of Contractor will abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Contractor will also abide by specific codes of ethics prescribed by the professional organizations which set standards for their profession.
- Quality of Service: Employees of Contractor will promote the goals of the program, which includes enhancement of participant self esteem, by providing quality service which demonstrates knowledge of the respect for participant needs.
- Respect and Courtesy: Employees of Contractor will conduct all activities with respect and courtesy for participants.
- Propriety: Employees of Contractor will not make use of their position or relationship with clients for personal gain.
- Positive Representation: Employees of contractor will not behave in any manner that will bring discredit to his/her professional status and reputation or to the program.

24. STATE ENERGY CONSERVATION PLAN

Contractor agrees to recognize the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan Title 23, California Administrative Code, as required by the U.S. Energy, Policy and Conservation Act (P.L. 94-165).

25. COPYRIGHT ACCESS

County, CDSS, and the United States Department of Health and Human Services shall have a royalty free nonexclusive and irrevocable license to publish, translate, or use, now or hereafter, all material developed under this contract including those covered by copyright.

26. CONVICTION OF CRIME

26.1 Contractor shall immediately notify County concerning the arrest and/or subsequent conviction, for other than minor traffic offenses, of any paid employee and/or volunteer staff assigned to provided services under this contract, when such information becomes known to Contractor.

26.2 Contractor agrees not to knowingly employ any person convicted of any crime involving abuse, neglect, violence, or sexual conduct involving or perpetrated upon a minor, or an adult person or who has been convicted of any felony.

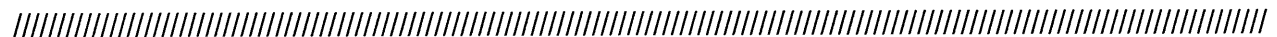
26.3 Contractor shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this contract report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165(k). Contractor shall require each employee, volunteer, consultant, subcontractor or agency to sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166(a) and will comply with the provisions of the code section.

27. MATCHING FUNDS

These funds are not available for matching unless certified by the Community Services Agency

28. ENTIRE AGREEMENT

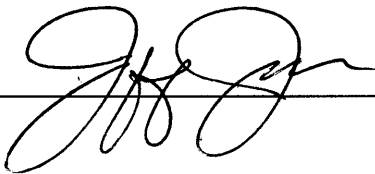
This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, 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.



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

COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY

YOSEMITE COMMUNITY
COLLEGE DISTRICT

By:  _____

By:  _____

Title: Director

Title: Vice Chancellor

Dated: 10/24/01

Dated: 10-17-01

APPROVED AS TO FORM:
COUNTY COUNSEL
MICHAEL H. KRAUSNICK

By:  _____

Title: Deputy County Counsel

Dated: 6/8/01

V:\COWPJPD\FORMS\IND-CON.AGM

**YOSEMITE COMMUNITY COLLEGE DISTRICT
CONTRACT TO PROVIDE EDUCATIONAL AND VOCATIONAL CLASSES
JULY 1, 2001 THROUGH JUNE 30, 2002**

I. SCOPE OF WORK:

Contractor shall provide the following services:

YCCD agrees to provide CalWORKs direct program services in accordance with the Stanislaus CalWORKs County Plan, the CSA StanWORKs and CalWORKs Policy Manual, CDSS Eligibility and Assistance Standards (EAS) Manual of Policies and Procedures (MPP) 42-700, et. seq., CDSS Fiscal Management and Control MPP Division 25, et. seq., Federal TANF requirements, which are hereby incorporated by this reference.

YCCD and CSA shall provide, in writing, to the Department Heads of the respective agencies, the name of the Manager III who has primary responsibility to act on behalf of their respective organizations to ensure compliance with all contract provisions.

A. Modesto Junior College (MJC)/Yosemite Community College District (YCCD) will continue to provide basic skills instruction in English as a Second Language (ESL), Adult Basic Education (ABE), and General Education Development (GED) through June 30, 2002. MJC/YCCD will offer six (6) 20-hour sections as follows:

1. ESL - 5 sections
2. ABE/GED - 1 section

B. MJC/YCCD shall provide administrative support for this project in the form of a program representative and program assistant.

C. Inform CSA case managers immediately of any non-compliance issues (non-attendance, refusal or failure to participate, non-cooperation). Respond in a timely manner (within 3 days of receiving transmittal) to CSA request for participant information. Establish and maintain accurate attendance records on each participant, reporting this information to County on a bi-weekly basis. Attendance shall be reported in two ways: 1) individual participant hours of attendance shall be entered into the GEMS automated system; and 2) weekly attendance sheets forwarded to CSA. Written verification of excused absences and unexcused interruptions in attendance shall be submitted to CSA, along with comments by supervising staff as to participant's progress.

II. CSA shall provide the following services:

A. Coordinate and administer all case management functions including the review of attendance records and claims for supportive services necessary for participants.

B. Counsel participants on issues involving compliance and attendance in the program.

C. Notify Contractor immediately of participant program status change such as deferral, deregistration and conciliation plan. Respond to Contractor requests in a timely manner (within 3 business days) and provide information deemed necessary to insure participant attendance, compliance and success in the program. (EXHIBIT C - Educational Transmittal).

D. Assign and monitor Unsupervised Job Search Activity for a minimum of eight (8) hours per week as appropriate to the job readiness level determined by Contractor progress reports and/or other communication with Contractor.

III. COMPENSATION:

Contractor shall be compensated for the services provided under this agreement as follows:

A. Costs:

1. This is a cost reimbursement contract. The rates and all costs attendant to the provision of service are described in EXHIBIT B - Revised Budget which is hereby incorporated by this reference.

2. The maximum amount of this contract for the period July 1, 2001 through June 30, 2002 shall not exceed \$210,000.

3. Costs must conform with Federal costs regulations: OMB Circular A-87, A Guide for State and Local Government Agencies, 41 CFR, Subpart 1-15.2 (for profit agencies), and OMB Circular A-122 (for non-profit agencies) all equipment purchased by the contractor must be depreciated in accordance with 45 CFR 97.705.

B. Billings:

Contractor shall submit to County, in a format specified by County, a signed invoice no later than June 16, 2002. Documentation for all costs shall be included with the invoice.

C. Payments:

1. If the conditions set forth in this contract are met County shall pay, on or before the thirtieth (30th) day of the month following the month billing was submitted, the sum of money claimed by the approved billings, (less any credit due County for adjustments of prior billing.) If the conditions are not met, County shall pay when the necessary processing is completed.

2. County will not pay for unauthorized services rendered by Contractor nor for the claimed services which County monitoring shows have not been provided as authorized.
3. County retains the right to withhold payment on disputed claims.
4. Final payment under contract may be held until a termination audit is completed.

**CONTRACT BUDGET
JULY 1, 2001 THROUGH JUNE 30, 2002**

Personnel Costs:	County Portion	YCCD Portion
Instruction:		
Instructional Staff	55,661.00	35,576
Fringe Benefits	14,744.00	9,424
Total Instruction	70,405.00	45,000
Management:		
Program Manager	3,461.00	
Classified:		
Program Representative	46,968.00	
Accounts Auditor	4,247.00	
Instruction Assistant	24,000.00	
Fringe Benefits	23,122.00	
Total Classified	101,798.00	
Operational Costs:		
Travel	4,500.00	
Instructional Supplies	6,500.00	
General Supplies	3,500.00	
Duplicating Costs	500.00	
Fees	12,000.00	
Postage	50.00	
Total Operational Costs	27,050.00	
Administrative Costs - 8%	10,747.00	
GRAND TOTAL	<u>\$210,000.00</u>	<u>\$45,000</u>

Agreement for Training Services

This Agreement is made this ____ day of _____, 2001 by and between The Regents of the University of California, a constitutional corporation, on behalf of its Davis campus UNIVERSITY EXTENSION ("University") and the County of STANISLAUS, a political subdivision of the State of California ("County") for the purpose of establishing an annual training program.

RECITALS

WHEREAS, University, a public education institution accredited by the Western Association of Schools and Colleges, has developed an Eligibility Services training program ("Program,") and

WHEREAS, County wishes to obtain major skills training courses, for which Program is suitable, in accordance with their annual training plan attached as Exhibit B, for County's personnel who provide related services;

NOW, THEREFORE, the parties agree as follows:

1. University agrees to present Program as set forth in Exhibit A.
2. Fee. County shall reimburse University for eighty-five percent (85%) of the total amount shown in Exhibit A. University shall provide in-kind match of fifteen percent (15%).
3. Payment. University will invoice County in arrears on a monthly basis for training completed. In the event course schedule changes affect the amount billed, invoice adjustments will be prepared. County shall pay University within thirty days (30) of County's receipt of University invoice. The invoice shall indicate the total cost, the County's share of cost, and the University's in-kind contribution for the period. The maximum total cost of the Program shall not exceed One Hundred Seventy-nine Thousand Eight Hundred (\$179,800.00) dollars.
4. Term. The term of this agreement shall be from July 1, 2001 through June 30, 2002. All classes must be completed by June 30, 2002.

5. Limit on attendance. No more than thirty (30) persons per course session may attend without the prior written approval of the University.
6. Reschedule/cancel of class. If County reschedules or cancels any training class within 10 calendar days of start date, County shall pay for all expenses incurred up to the date University receives notice of the reschedule or cancellation.
7. Force majeure. In the event that performance by a party is rendered impossible by reason of strikes, lockouts, labor disputes, acts of God, governmental restrictions, regulations or other causes beyond the reasonable control of that party, performance shall be excused for a period commensurate with the period of impossibility. If County is the party whose performance is delayed, County shall be responsible for payment of all expenses incurred to the point at which University receives notice of the impossibility, plus half the cost of any existing uncancellable obligations made for the contract if the impossibility is permanent.
8. Assignment. Neither party shall assign, transfer or subcontract this agreement nor their rights or duties under this Agreement without the prior written permission of either party. University may subcontract for instructional and training facility services.
9. Indemnification. Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.
10. Insurance. University shall maintain a program of self-insurance throughout the term of this Agreement with retentions as follows:
 - General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
 - Workers Compensation insurance in accordance with the California state law.
 - Auto Liability including non-owned automobiles, with a minimum of two hundred and fifty thousand dollars (\$250,000) per person, and five hundred thousand dollars (\$500,000) per accident for bodily injury, and fifty thousand dollars (\$50,000) for property damage.
11. Prior to beginning work under this Agreement, University shall provide a Certificate of Insurance naming County, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance), but only for this Agreement. Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the County, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to County.
12. Termination for lack of funding. The terms of this Agreement and the services to be provided are contingent on the approval of funds by appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified or this Agreement terminated at any time by

giving the University thirty (30) days advance written notice. The University will be reimbursed for all work performed up to date of receipt of written notice of cancellation.

13. Nondiscrimination. University agrees not to discriminate in the provision of service under this agreement on the basis of race; color; religion; marital status; national origin; ancestry; sex; physical or mental handicap; medical condition; political affiliation; status as a Vietnam-era veteran or disabled veteran; or, within the limits imposed by law or University regulations, because of age or citizenship. University is an affirmative action/equal opportunity employer.
14. Use of University name. County shall not use the name of the University in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.
15. Relationship of parties. It is understood and agreed between the parties that in the performance of this Agreement University is an independent contractor and shall not act as the agent or employee of the County.
16. Confidentiality of information about individuals. University agrees to safeguard names and addresses of individuals received through the performance of this agreement in accordance with Welfare and Institution Code Section 10850.
17. Termination. Either party may terminate this agreement by giving thirty (30) days' written notice to the other party.
18. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and section 87100 relating to conflict of interest of public officers and employees. University warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, County may immediately terminate this Agreement by giving written notice.
19. Audit, Inspection and Retention of Records. This Agreement shall be subject to the examination and audit of County or its delegated representative. University agrees to maintain records for possible audit for a minimum of four (4) years after final payment. The examination and audit shall be confined to those matters connected with the performance of this agreement including, but not limited to, the costs of administering the Agreement. (Government Code 10532.) The State of California or any Federal agency providing funding for this program shall have the same right.
20. Notice addresses. All notices under this agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows:

University:
Center for Human Services Training
University Extension
University of California
1632 Da Vinci Court
Davis, CA 95616

County: Stanislaus
Community Services Agency
P. O. Box 42
Modesto, CA 95353

21. Either party may, by written notice to the other, change its own mailing address.

- 22. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
- 23. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
- 24. Severability of Terms. In the event of any conflict between any provisions of this agreement and any applicable law, rule or regulation, this agreement shall be modified only to the extent necessary to eliminate the conflict and the rest of the agreement shall remain unchanged and in full force and effect.
- 25. Governing law. The laws of the State of California shall govern this agreement.
- 26. Integrated agreement. This agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter. No waiver, modification or addition to the agreement shall be binding unless expressed in writing and signed by both parties.

IN WITNESS WHEREOF, this agreement has been executed as of the date first set forth above.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

COUNTY OF STANISLAUS

By _____

By _____

Dennis Pendleton
Dean, University Extension

Signature

Name, Title _____

Date _____

Date _____

APPROVED
AS TO FORM

Camille M. [Signature] 6/8/01

EXHIBIT A

TRAINING

62 day(s) of training in the subject areas selected by the agency from the UC Davis Extension curriculum in accordance with the agency's annual training plan submitted to the Training Bureau of the California Department of Social Services. Goals and objectives for the training are indicated in Exhibit B.

University will provide the following:

- Needs assessment, curriculum planning and implementation
- Instructional and student services
- Instructional materials
- Evaluation and feedback
- Continuing education credit
- Off-site training site and audio-visual equipment when on-site facility and equipment are not available (additional charges will apply)
- Off-site coordination of training
- Coordination of enrollments across counties as agreed upon by the counties
- Food and non-alcoholic beverages when requested by the county in writing (additional charges will apply)
- Any other items when requested by the county in writing an approved by University

The County will provide the following:

- On-site training facility and audio-visual equipment, if available
- On-site coordination of training

Total cost of training under this agreement is	\$179,800.00
University's in-kind contribution	\$ 26,970.00
County's share of cost	\$152,830.00

EXHIBIT B

GOALS AND OBJECTIVES

6/19/01
B-43
2001-465



UNIVERSITY EXTENSION
http://universityextension.ucdavis.edu

1632 DA VINCI COURT
DAVIS, CALIFORNIA 95616-4860

Agreement EW-2001-34

Agreement for Training Services

This Agreement is made this 5th day of Oct., 2001 by and between The Regents of the University of California, a constitutional corporation, on behalf of its Davis campus UNIVERSITY EXTENSION ("University") and the County of STANISLAUS, a political subdivision of the State of California ("County") for the purpose of establishing an annual training program.

RECITALS

WHEREAS, University, a public education institution accredited by the Western Association of Schools and Colleges, has developed an Eligibility Services training program ("Program,") and

WHEREAS, County wishes to obtain major skills training courses, for which Program is suitable, in accordance with their annual training plan attached as Exhibit B, for County's personnel who provide related services;

NOW, THEREFORE, the parties agree as follows:

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4. Term. The term of this agreement shall be from July 1, 2001 through June 30, 2002. All classes must be completed by June 30, 2002.

5. Limit on attendance. No more than thirty (30) persons per course session may attend without the prior written approval of the University.
6. Reschedule/cancel of class. If County reschedules or cancels any training class within 10 calendar days of start date, County shall pay for all expenses incurred up to the date University receives notice of the reschedule or cancellation.
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8. Assignment. Neither party shall assign, transfer or subcontract this agreement nor their rights or duties under this Agreement without the prior written permission of either party. University may subcontract for instructional and training facility services.
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10. Insurance. University shall maintain a program of self-insurance throughout the term of this Agreement with retentions as follows:

General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).

Workers Compensation insurance in accordance with the California state law.

Auto Liability including non-owned automobiles, with a minimum of two hundred and fifty thousand dollars (\$250,000) per person, and five hundred thousand dollars (\$500,000) per accident for bodily injury, and fifty thousand dollars (\$50,000) for property damage.

11. Prior to beginning work under this Agreement, University shall provide a Certificate of Insurance naming County, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance), but only for this Agreement. Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the County, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to County.

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University:
Center for Human Services Training
University Extension
University of California
1632 Da Vinci Court
Davis, CA 95616

County: Stanislaus
Community Services Agency
P. O. Box 42
Modesto, CA 95353

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IN WITNESS WHEREOF, this agreement has been executed as of the date first set forth above.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By D. Pendleton

Dennis Pendleton
Dean, University Extension

Date 8/3/01

COUNTY OF STANISLAUS

By Jeff Jue
Signature

Name, Title Jeff Jue, Director

Date 10/5/01

APPROVED
AS TO FORM
Jeff Jue

EXHIBIT A

TRAINING

62 day(s) of training in the subject areas selected by the agency from the UC Davis Extension curriculum in accordance with the agency's annual training plan submitted to the Training Bureau of the California Department of Social Services. Goals and objectives for the training are indicated in Exhibit B.

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- Instructional materials
- Evaluation and feedback
- Continuing education credit
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Total cost of training under this agreement is	\$179,800.00
University's in-kind contribution	\$ 26,970.00
County's share of cost	\$152,830.00

EXHIBIT B

GOALS AND OBJECTIVES

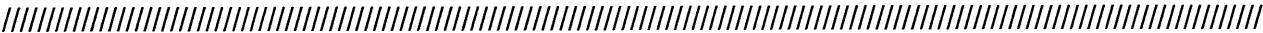
**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
EDUCATIONAL AND VOCATIONAL CLASSES
JULY 1, 2001 THROUGH JUNE 30, 2002**

It is hereby mutually agreed between the County of Stanislaus, Community Services Agency, hereinafter referred to as "County" and **Yosemite Community College District**, a California educational institution, hereinafter referred to as "Contractor", that the contract entered into on July 1, 2001 for the purpose of providing the educational and vocational classes is hereby amended as follows:

FIRST: Exhibit A, is hereby deleted and replaced with Exhibit D which is hereby incorporated by this reference.

SECOND: Exhibit B is hereby deleted and replaced with Exhibit E which is hereby incorporated by this reference.

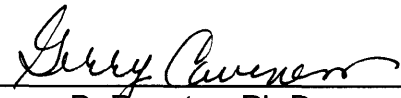
All other terms and conditions of the agreement shall remain in full force and effect.

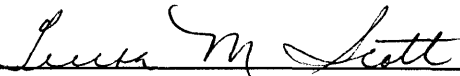


IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first hereinabove written.

COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY

YOSEMITE COMMUNITY
COLLEGE DISTRICT

By: 
Larry B. Foaster, Ph.D.

By: 

Title: Interim Director

Title: Vice Chancellor

Dated: 6-12-02

Dated: 6/10/02

APPROVED AS TO FORM:
COUNTY COUNSEL
MICHAEL H. KRAUSNICK

By: 

Title: Deputy County Counsel

Dated: 5/23/02

V:\CO\WP\JPD\FORMS\IND-CON.AGM

**YOSEMITE COMMUNITY COLLEGE DISTRICT
CONTRACT TO PROVIDE EDUCATIONAL AND VOCATIONAL CLASSES
JULY 1, 2001 THROUGH JUNE 30, 2002**

I. SCOPE OF WORK:

Community Colleges may claim FTES and consequently State Funding for classes given through instructional service agreements/contracts provided Education Code and Title 5 requirements are met. The regulations are contained in Title 5 of the California Code of Regulations Sections 51006, 53410, 55002, 55005, 55230-232, 55805.5, 58051 (c) – (g), 58051.5, 58055, 58056, 58058 (b), 58100-58106 and Education Code Section 78015.

With the letter and spirit of these statutes in mind Contractor shall provide the following services:

Contractor agrees to provide CalWORKs direct program services in accordance with the CalWORKs' County Plan, the Community Services Agency's StanWORKs program and CalWORKs Policy Manual, CDSS Eligibility and Assistance Standards (EAS) Manual of Policies and Procedures (MPP) 42-700, et. seq., CDSS Fiscal Management and Control MPP Division 25, et. seq., Federal TANF requirements, which are hereby incorporated by this reference.

Contractor and County shall provide, in writing, to the Department Heads of the respective agencies, the name of the Manager III who has primary responsibility to act on behalf of their respective organizations to ensure compliance with all contract provisions.

A. Contractor will continue to provide basic skills instruction in English as a Second Language (ESL), Adult Basic Education (ABE), and General Education Development (GED) through June 30, 2002. MJC/YCCD will offer six (6) 20-hour sections as follows:

1. ESL - 5 sections
2. ABE/GED - 1 section

In addition, Contractor will provide a wide variety of vocational education courses on the community college campus that meet the work activity and educational requirements of CalWORKs students. For each of these vocational offerings, pursuant to Education Code 78015, MJC has conducted a job market study of the labor market area to determine whether or not the results justify the proposed vocational education program.

The attached Exhibit E provides a thorough accounting of instructional hours associated with these vocational offerings for the CalWORKs students on the MJC campus during the 2001-2002 academic year.

Instruction to be claimed for apportionment under this agreement, is under the immediate supervision and control of CONTRACTOR adhering to Title 5 (Sec. 58058) who has met the minimum qualifications for instruction in the vocational subject in a California Community College.

B. Contractor shall provide administrative support for this project in the form of a program representative and program assistant.

C. All ancillary and student support services offered to other Modesto Junior College students will be available to CalWORKs students on campus (e.g. counseling, placement assistance, health services, library services).

D. In the case of the ESL and GED courses offered at the MJC West Campus, inform CSA case managers immediately of any non-compliance issues (non-attendance, refusal or failure to participate, non-cooperation). Respond in a timely manner (within 3 days of receiving transmittal) to CSA request for participant information. Establish and maintain accurate attendance records on each participant, reporting this information to County on a bi-weekly basis. Attendance shall be reported in two ways: 1) individual participant hours of attendance shall be entered into the GEMS automated system; and 2) weekly attendance sheets forwarded to CSA. Written verification of excused absences and unexcused interruptions in attendance shall be submitted to CSA, along with comments by supervising staff as to participant's progress. These requirements will not apply to the general vocational course offerings related to this agreement.

II. CSA shall provide the following services:

A. Coordinate and administer all case management functions including the review of attendance records and claims for supportive services necessary for participants.

B. Counsel participants on issues involving compliance and attendance in the program.

C. Notify Contractor immediately of participant program status change such as deferral, deregistration and conciliation plan. Respond to Contractor requests in a timely manner (within 3 business days) and provide information deemed necessary to insure participant attendance, compliance and success in the program. (Exhibit C - Educational Transmittal).

III. COMPENSATION:

Contractor shall be compensated for the services provided under this agreement as follows:

A. Costs:

1. This is a cost reimbursement contract. The rates and all costs attendant to the provision of service are described in Exhibit E - Revised Budget which is hereby incorporated by this reference.
2. The maximum amount of this contract for the period July 1, 2001 through June 30, 2002 shall not exceed \$710,000.
3. Costs must conform with Federal costs regulations: OMB Circular A-87, A Guide for State and Local Government Agencies, 41 CFR, Subpart 1-15.2 (for profit agencies), and OMB Circular A-122 (for non-profit agencies) all equipment purchased by the contractor must be depreciated in accordance with 45 CFR 97.705.

B. Billings:

Contractor shall submit to County, in a format specified by County, a signed invoice no later than June 16, 2002. Documentation for all costs shall be included with the invoice.

C. Payments:

1. If the conditions set forth in this contract are met County shall pay, on or before the thirtieth (30th) day of the month following the month billing was submitted, the sum of money claimed by the approved billings, (less any credit due County for adjustments of prior billing.) If the conditions are not met, County shall pay when the necessary processing is completed.
2. County will not pay for unauthorized services rendered by Contractor nor for the claimed services which County monitoring shows have not been provided as authorized.
3. County retains the right to withhold payment on disputed claims.
4. Final payment under contract may be held until a termination audit is completed.

**YOSEMITE COMMUNITY COLLEGE DISTRICT
EDUCATIONAL AND VOCATIONAL CLASSES
REVISED CONTRACT BUDGET
JULY 1, 2001 THROUGH JUNE 30, 2002**

Personnel Costs:	County Portion	Contractor Portion
Basic Skills Instructional Costs:		
Instructional Staff	58,127.00	35,576.00
Fringe Benefits	35,305.00	9,424.00
Vocational Skills Instructional Costs:		
Instructional Salaries and Fringes	500,000.00	
Total Instruction	593,432.00	45,000.00
Management:		
Program Manager	2,379.00	
Classified:		
Program Representative	37,407.00	
Accounts Auditor	3,254.00	
Instructional Assistant	23,159.00	
Fringe Benefits	27,397.00	
Total Classified	93,596.00	
Operational Costs:		
Travel	1,000.00	
Instructional Supplies	2,000.00	
General Supplies	4,776.00	
Duplicating Costs	200.00	
Fees	5,000.00	
Postage	50.00	
Total Operational Costs	13,026.00	
Administrative Costs - 1.4%	9,946.00	
GRAND TOTAL	<u>\$710,000.00</u>	<u>\$45,000</u>