

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

DEPT: COMMUNITY SERVICES AGENCY

BOARD AGENDA # *B-2

Urgent _____ Routine _____ X

AGENDA DATE AUGUST 28, 2001

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

4/5 Vote Required YES _____ NO X

SUBJECT: APPROVAL OF A CONTRACT RENEWAL FOR EMPLOYMENT PLACEMENT AND RETENTION SERVICES.

STAFF
RECOMMEN-
DATIONS:

1. APPROVE A EMPLOYMENT PLACEMENT AND RETENTION SERVICES CONTRACT RENEWAL AS FOLLOWS:

CONTRACTOR ORIGINAL AMOUNT

ARBOR, INC. \$458,990
EFFECTIVE 9/1/01 TO
8/31/04

2. AUTHORIZE THE DIRECTOR OF COMMUNITY SERVICES AGENCY OR HIS ASSISTANT DIRECTOR DESIGNEE TO SIGN THE AGREEMENT AND ANY AMENDMENTS NOT TO EXCEED THE CONTRACT AMOUNT DETAILED ABOVE.

FISCAL
IMPACT:

The total amount of the contract is \$458,990. Expenditures will be reimbursed through the Agency's state and federal CalWORKs allocations. There will be no additional cost to the County General Fund over and above what the county is already required to pay as its Maintenance of Effort in the CalWORKs program.

Appropriations and corresponding revenues for this year's portion, or approximately \$152,667 have been included in the FY2001/2002 Budget. Appropriations and corresponding revenues for the succeeding years of the contract will be included in the appropriate fiscal year budget request to the Board.

BOARD ACTION AS FOLLOWS:

No. 2001-632

On motion of Supervisor Blom , Seconded by Supervisor Simon

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

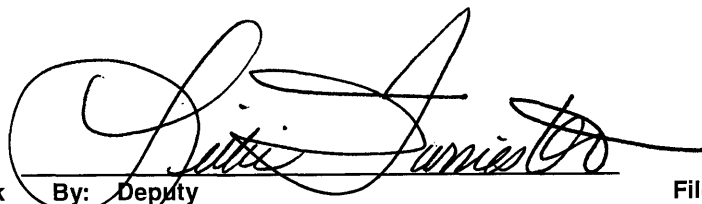
Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

By: Deputy

File No.

APPROVAL OF A CONTRACT RENEWAL FOR EMPLOYMENT PLACEMENT AND RETENTION SERVICES.

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DISCUSSION:

California's Welfare Reform plan, the California Work Opportunity and Responsibility to Kids Act (CalWORKs), was signed into law (AB 1542) by Governor Wilson in August 1997. Under AB 1542, counties have been given more discretion to develop plans that meet the needs of the local community. The StanWORKs Plan, reflects the County's intent to develop and enhance community-based partnerships to serve Temporary Assistance to Needy Families (TANF) recipients. The public-private partnerships will become the foundation for a much broader safety net for families in the future.

Faced with time limits, there is an urgency in our effort to move families towards self-sufficiency as quickly as possible. Many StanWORKs recipients lack the experience and education to effectively compete in the job market. New, innovative solutions are needed so that those who are most disadvantaged can achieve self-sufficiency under these conditions.

One of the initiatives the Agency undertook was the use of pay-for-performance contracting. ARBOR, Inc. is currently providing the following services:

Agency

ARBOR Inc.,
a national company
with a local office,
has been providing
employment services
for more than 30 years.

Service

Employment Services
Employment training and training-related services
for StanWORKs participants
Services include: vocational assessments of clients,
life management skills, job counseling, job seeking skills,
work expectations, networking, resume preparations, and
interviewing techniques

Three years ago when the Agency originally solicited proposals for this program, a Request for Proposal process was initiated. The Agency received only two proposals, with one of the two proposers dropping out of the competition when they realized the contract would be pay-for-performance only. This year a letter of interest was published and there was no interest from vendors except for ARBOR, Inc.

During the past three years, 375 customers have enrolled in the employment training program, 265 customers have completed the month-long training program or were placed in paid employment, 164 customers have remained on the job at least 30 days and 128 customers have retained their job for at least 90 days.

This contract renewal request will provide employment services to our customers for the next three years. Based on the projected three-year contract outcomes, Phase One- 429 customers will participate in this employment training program, Phase Two- 343 customers will complete this 30-day program, Phase Three- 180 customers will remain in paid job placements for a minimum of 30 days and Phase Four- 154 customers will remain in paid job placements for a minimum of 90 days. The per person contracted cost is \$415 per phase, or \$1,660 if the customer completes all four phases of this program. This is a true outcome-based contract and the vendor is paid only upon the participant's successful completion of each phase.

The Agency requests Board approval to renew this contract with this community-based organization providing services to StanWORKs customers. The contract will be performance-based, with payment to be made after benchmarks have occurred.

**APPROVAL OF A CONTRACT RENEWAL FOR EMPLOYMENT PLACEMENT AND
RETENTION SERVICES.**

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**POLICY
ISSUE:**

Approval of this request will enable the Agency to provide employment services to StanWORKs recipients and continue the Board of Supervisors' policy of providing economic development and customer service through community-based service delivery.

**STAFFING
IMPACT:**

None.



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

FROM: CHERYL DAVIS, CLERK

A handwritten signature in black ink, appearing to read "Cheryl Davis", is written over the printed name.

DATE: OCTOBER 17, 2001

SUBJECT: EXECUTED AGREEMENT(S)

2001 OCT 17 PM 3:04
BOARD OF SUPERVISORS

Enclosed for your record is a fully executed original of a contract between Stanislaus County Community Services Agency and **ARBOR, Inc.** to provide Employment Placement and Retention Services. The Board of supervisors approved this contract on August 28, 2001 with **Board Action #2001-632.**

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 EMPLOYMENT PLACEMENT
AND RETENTION SERVICES
SEPTEMBER 1, 2001 THROUGH AUGUST 31, 2004**

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

RECITALS

WHEREAS, there exists a need within Stanislaus County to provide employment placement and retention services to StanWORKs participants:

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. 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 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 County 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: Contractor:
ARBOR, INC.
Attention: Gabriel Ross, Ph.D., President
One West Third Street
Media, PA 19063

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 herein above written.

APPROVED AS TO CONTENT:

**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY**

ARBOR, INC.

By: 

By: 

Title: Director

Title: President

Dated: 9/11/01

Dated: 8/28/01

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

COUNTY PURCHASING DEPARTMENT:

By: 

~~By: _____~~

Title: Deputy County Counsel

~~Title: Purchasing Agent~~

Date: 8/15/01

~~Date: _____~~

ARBOR, INC.
**CONTRACT TO PROVIDE CONTRACT TO PROVIDE EMPLOYMENT PLACEMENT
AND RETENTION SERVICES**
SEPTEMBER 1, 2001 THROUGH AUGUST 31, 2004

I. SCOPE OF WORK:

Contractor shall provide employment placement and retention services with a minimum of 32 hours per week per participant effective September 1, 2001 through August 31, 2004.

A. Contractor will provide participants with up to four (4) weeks of job search training to include both job club and job readiness training for TANF participants with a minimum of 32 hours per week per participant. The job search training may be extended beyond four (4) weeks if it is determined that the participant's performance during job search training indicated that extending the job search period is likely to result in unsubsidized employment.

B. Contractor will provide TANF participants with a thirty (30) days of job placement services with a minimum of 32 hours per week per participant.

C. Contractor will provide TANF participants with a ninety (90) days of job retention services with a minimum of 32 hours per week per participant.

II. 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 amount per participant is \$1,660 for the period September 1, 2001 through August 31, 2004. The total contract amount shall not exceed \$458,990.

2. Contractor shall receive \$415.00 for each participant upon enrollment for the period of September 1, 2001 through August 31, 2004. (Participant must be enrolled a minimum of three (3) days to qualify for payment).

3. Contractor shall receive \$415.00 for the period of September 1, 2001 through August 31, 2004 for each participant upon completion of job search training or upon job placement. This amount remains the same when an individual's job search training is extended as described in I.A.

4. Contractor shall receive \$415.00 for the period of September 1, 2001 through August 31, 2004 for each participant after a thirty (30) day job placement.
5. Contractor shall receive \$415.00 for the period of September 1, 2001 through August 31, 2004 for each participant after a ninety (90) day job retention.
6. 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.
7. Costs must conform with Federal costs regulation: OMB Circular A-87, A Guide for State and Local Government Agencies, 48 CFR, Part 31, Subpart 31.2 (for profit agencies), and OMB Circular A-122 (for nonprofit agencies). All equipment purchased by Contractor must be depreciated in accordance with 45 CFR 95.705. 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.
8. 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.
9. 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 quarter 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).

D. 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.
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 or until receipt of Contractor's annual narrative report.
5. Contractor is responsible for the repayment of all audit exceptions and disallowances taken by Stanislaus County, State or Federal agencies related to this contract.