

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

DEPT: COMMUNITY SERVICES AGENCY *Jan*
Urgent _____ Routine _____
CEO Concurs with Recommendation YES *mt* NO _____
(Information Attached)

BOARD AGENDA # _____ *B-4
AGENDA DATE OCTOBER 2, 2001
4/5 Vote Required YES _____ NO

SUBJECT: **AUTHORIZE COMMUNITY SERVICES AGENCY TO ENTER INTO AN AGREEMENT WITH YOSEMITE COMMUNITY COLLEGE DISTRICT TO PROVIDE ON-SITE CLASSES.**

STAFF
RECOMMEN-
DATIONS:

1. AUTHORIZE COMMUNITY SERVICES AGENCY (CSA) TO OFFER ON-SITE CLASSES.
2. AUTHORIZE THE DIRECTOR OF CSA OR HIS DESIGNEE TO SIGN THE AGREEMENT AND ANY AMENDMENTS NOT TO EXCEED THE CONTRACT AMOUNT OF \$245,011.

FISCAL
IMPACT:

The total amount requested for this three year contract is \$245,011. Appropriations and corresponding revenues for this year's portion, or approximately \$76,480 has been included in the FY2001/2002 Budget. Expenditures will be reimbursed through the Agency's state and federal CalWORKs allocation. Appropriations and corresponding revenues for the succeeding years of the contract will be included in the appropriate fiscal year budget request to the Board. 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.

BOARD ACTION AS FOLLOWS:

No. 2001-745

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

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

Noes: Supervisors: None _____

Excused or Absent: Supervisors: None _____

Abstaining: Supervisor: None _____

- 1) Approved as recommended
- 2) _____ Denied
- 3) _____ Approved as amended

MOTION:

Christine Ferraro

AUTHORIZE COMMUNITY SERVICES AGENCY TO ENTER INTO AN AGREEMENT WITH YOSEMITE COMMUNITY COLLEGE DISTRICT TO PROVIDE ON SITE CLASSES.

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DISCUSSION: In September of 1998, Yosemite Community College District (YCCD) contracted with Community Services Agency to provide Family Services Specialists Certificate (FSSC) classes. These classes provided the groundwork for Eligibility Workers and Eligibility Supervisors to meet the education requirements of their recently reclassified positions to Family Services Specialists.

Through the summer of 2001, YCCD held a total of thirty-three on-site classes, twenty-five FSSC, and eight general and/or business classes, with 187 CSA staff participating. The semester class schedule has grown from two classes in the Fall 1998 to five classes in the Spring 2001 and expanded to include general education and business classes. To date six CSA staff have received their Family Specialist Services Certificate and fifteen more are eligible to earn their certificate during this next year.

During the fall of 2001, the following five classes are offered with 84 CSA staff enrolled:

- Introduction to Human Services Careers
- Introduction to Interviewing & Counseling
- Drugs and Alcohol in Society
- Ethnicity and Culture in America
- Professional Development in Chemical Dependency Counseling

In addition, optional general education and business courses, such as Math and Business Law, are offered, with full costs charged to the student and the college.

YCCD will market the class offerings, process applications for admission, provide orientation and program coordination, student data tracking, transcript and placement testing access, on-site bookstore services and school counseling. Family Services Specialist Certificate Program classes will increase from two to a maximum of four classes per semester. YCCD will also staff an on-site counselor, increasing staff access to necessary education information and services.

CSA will continue to fund the logistics fee for Family Services Specialist Certificate classes, of \$1,000 per unit and student tuition fees, health fee, student center fee, student representative fee, and books for staff who are actively seeking the FSSC. Total semester costs are estimated at \$24,500. When State Apportionment funds are available, course instruction will be paid by YCCD. If funding is not available, class instruction will be paid from CSA's CalWORKs allocation; total cost will not exceed \$6,300 per class.

In keeping with the principles of Baldrige criteria for human resource development, we are committed to employee development programs which contribute to their personal and professional growth and overall agency objectives. We believe this continuing investment in our workforce is an important step in changing the

AUTHORIZE COMMUNITY SERVICES AGENCY TO ENTER INTO AN AGREEMENT WITH YOSEMITE COMMUNITY COLLEGE DISTRICT TO PROVIDE ON SITE CLASSES.

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DISCUSSION

CON'T

Agency's culture and recognizing the staff contribution to making welfare reform a success in Stanislaus County. This proposal is consistent with lifelong learning, a value we promote as part of our Welfare Reform strategy and overall Agency mission.

We request Board approval to continue with the training plan that will allow CSA staff to obtain education requirements of the Family Services Specialist.

POLICY

ISSUE:

Is request supports the Board of Supervisor's priorities of Community Service Delivery and Efficient Government Operations.

STAFFING

IMPACT:

There is no staffing impact associated with this request.

10/2/01 B-4
2001-745

**COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY
CONTRACT TO PROVIDE
FAMILY SERVICES SPECIALIST CLASSES
AUGUST 1, 2001 THROUGH DECEMBER 31, 2004**

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY ("County") and YOSEMITE COMMUNITY COLLEGE DISTRICT, a California Educational Institution ("Contractor") on August 1, 2001.

RECITALS

WHEREAS, the County has a need for on-site Family Services Specialist college classes for County Staff; 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
Attention: Bennett Tom, Vice Chancellor
2210 Blue Gum Avenue
Modesto, CA 95352

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

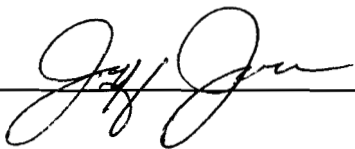
28. ENTIRE AGREEMENT


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: 10-5-01

APPROVED AS TO FORM:
COUNTY COUNSEL
MICHAEL H. KRAUSNICK

By: 

Title: Deputy County Counsel

Dated: 8/28/01

**COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY
CONTRACT TO PROVIDE
FAMILY SERVICES SPECIALIST CLASSES
AUGUST 1, 2001 THROUGH DECEMBER 31, 2004**

I. SCOPE OF WORK:

Contractor shall provide on-site Family Services Specialist college classes to qualified County staff effective August 1, 2001 through December 31, 2004 at the Stanislaus County Community Services Agency, located at 251 E. Hackett Rd., Modesto, CA. County staff will be enrolled in these on-site classes only, prior to their registration date. For all other on-campus classes, student will be registered on their registration appointment date.

A. Family Services Specialist Classes:

1. Will be presented three terms per year.
2. Term shall vary from five (5) weeks to eighteen (18) weeks.
3. Schedules and substitutions must be agreed upon by both parties.
4. Three (3) units are equivalent to 54 hours

B. Logistic fee includes the following:

1. Internal Marketing of Semester Offerings
2. On-Site Modesto Junior College (MJC) Registration
3. On-Site MJC Orientation
4. General Program Coordination
5. Student Data Tracking
6. Student Transcript & Placement Testing Access
7. Classes shall have a minimum twenty (25) students based on Division Dean approval and maximum of sixty (60) participants based on class content as determined by Division Dean

C. Contractor shall provide the following classes and services:

College classes consisting of a thirty and one-half (30 1/2) units, leading to a Family Services Specialist Certificate (FSSC) for qualified County staff

1. Up to four (4) classes shall be offered each term
2. On-site MJC Bookstore services – Distribution of books, County will purchase qualified FSSC staff class book(s) to be kept by staff as a future work reference tool
3. Centralized deferred billing
4. Registration fees, book(s), health fee, student center fee, and student representation fee will be paid by County for each qualified County staff

- D. On-site advising (1.5 hours per Family Services Specialist class per week)
 - 1. Cohort advisor/counselor available on-site each night of FSSC class
 - 2. Availability of on-site individual advising appointments
 - 3. Analysis of student transcripts to determine career/education planning goals.
 - 4. On-site instructor support
 - 5. On-site Student Liaison
 - 6. Participation in Program Planning Meetings

E. County shall provide the following:

- 1. In conjunction with Contractor, the County will provide input for classes to be offered and have the final decision on the classes needed to complete the college Family Certification Specialists Certification program, Continuing Education Incentive and Internship Program classes.
- 2. Monitor students class registration with Contractor.
- 3. Classrooms shall be located at the Community Service Facility, 251 E. Hackett Road, Modesto, California. In conjunction with Contractor, develop the time of day when classes will be offered, days of week classes will be offered and term length.
- 4. If County pays the flat fee of \$6,300 for a class, that is closed to the public, County will determine enrollment priority of the staff students.
- 5. Survey of staff's completed classes and information regarding current and future job qualifications and needed college classes.

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 August 1, 2001 through December 31, 2004 shall not exceed \$245,011.
- 2. This is a fixed cost contract. The rates and all costs attendant to the provision of service are described in Exhibit B which is hereby incorporated by reference and made a part hereof.
- 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, 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.

B. Billing:

Contractor shall submit billings to County within thirty (30) days following the semester published drop dates. Such billings shall include the following items:

- ◆ An original signed invoice with the name and address of the Contractor.
- ◆ The period of service and the FSSC logistic fee charged by unit for each class.
- ◆ The name of class(s) and names of qualified students that attended.
- ◆ The advising hours listed by class, hours per week and number of weeks per class.
- ◆ Title, cost, and number of text books and/or workbooks purchased by class.
- ◆ The total amount billed.

Invoice should be mailed to:

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

C. Payments:

- 1 If the condition set forth in this contract are met County shall pay, on or before the thirtieth (30th) day of each month following 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.

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 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
 FAMILY SERVICES SPECIALIST CLASSES
 AUGUST 1, 2001 THROUGH DECEMBER 31, 2004
 CONTRACT BUDGET**

<u>Line Item</u>	<u>Unit Cost</u>
Classes:	
Logistic Fees Applies to Family Services Specialist Classes Only:	\$1,000 per unit
Tuition – Applies to Family Services Specialist Classes Only:	
Enrollment Fees	\$ 11 per unit
Non-Resident Fee	\$ 134 per unit plus \$11 per unit
Health Fees	\$ 12 per semester
Student Center Fees	\$ 1 per unit Maximum of \$10 per year
Student Representative Fees	\$ 1 per student Per semester
Textbook Fees – Applies to Family Services Specialist Classes only To be determined by class offering and cost of text/work Books - Estimated at \$1,100 per class	
Counseling	
On-site advising 1.5 hours per Family Services Specialist Class Per Week	\$ 45 per hour

When State Apportionment funding is not available, due to enrollment minimums of less than twenty-five students, or if the County chooses to close enrollment to County staff only, County will be charged \$6,300 per class. Contractor shall waive the \$6,300 per class flat fee if State Funds are available to Contractor, classes are open to the public and the class size exceeds a minimum of twenty-five (25) students based on Division Dean approval. County has the final decision to cancel classes if minimums not met.

MAXIMUM TOTAL AMOUNT OF CONTRACT

\$245,011

**COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY
CONTRACT TO PROVIDE
THE EXCELLENCE IN PERFORMANCE TRAINING
AND CERTIFICATION PROGRAM
NOVEMBER 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, a California Educational Institution, ("Contractor") on November 1, 2001.

RECITALS

WHEREAS, the County has a need for training and certifying StanWORKs participants to be Excellence in Performance Certified; 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
Attention: Bennett Tom
P.O. Box 4065
Modesto, CA 95252-4065

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. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

28.1 County and Contractor recognize that Federal assistance funds will be used under the terms of this agreement. For purposes of this paragraph, Contractor will be referred to as the "prospective recipient".

28.2 This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- a The prospective recipient of Federal assistance funds certifies by entering this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b The prospective recipient of funds agrees by entering this agreement, that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Federal department or agency with which this transaction originated.
- c Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.
- d The prospective recipient shall provide immediate written notice to County if at any time prospective recipient learns that its certification in paragraph 28, of this agreement was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e The prospective recipient further agrees that by entering this agreement, it will include a clause identical to paragraph 28 of this agreement and titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- f The certification in paragraph 28 of this agreement is a material representation of fact upon which reliance was placed by County when this transaction was entered into.

29. ENTIRE AGREEMENT

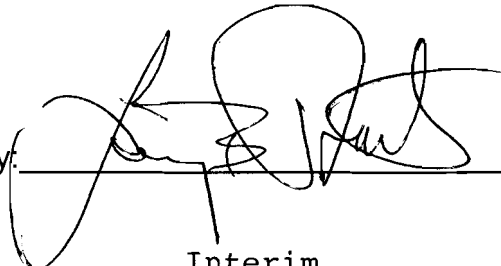
This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements,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

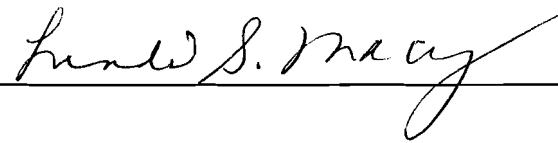
By: Bennett Tom
Title: Vice Chancellor

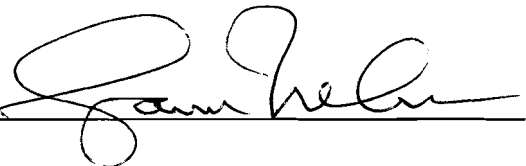
Dated: 3/20/02

Dated: 3/14/02

APPROVED AS TO FORM:
COUNTY COUNSEL
MICHAEL H. KRAUSNICK

COUNTY PURCHASING DEPARTMENT

By: 
Title: Deputy County Counsel

By: 
Title: Acc't. Purchasing Agent

Dated: 2-14-02

Dated: 3/21/02

**COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY
CONTRACT TO PROVIDE
THE EXCELLENCE IN PERFORMANCE TRAINING
AND CERTIFICATION PROGRAM
NOVEMBER 1, 2001 THROUGH JUNE 30, 2002**

I. SCOPE OF WORK:

Contractor agrees to provide consultant services to develop, market, and implement the Excellence in Performance (EIP) Certification, enroll and serve approximately 50 StanWORKs participants; develop seven EIP employers. Contractor to be located at Job Club Center and rent shall be paid for by County. Contractor shall supply one computer and printer. EIP program will certify participants to approved local transferable skill levels.

1. Deliverables:

- Continuously working with Community Services Agency, DET, other agencies and organizations, and local employers to serve 50 participants over a eight month period
- Assess client on intake and create an individual training plan for each client (length of time for training dependent on clients needs)
- Monitor clients progress through the training process
- Certify client's levels upon completion of training plan
- Develop assessment for soft skills to determine educational needs
- Use partner resource list of local training programs and success rates to refer clients to providers
- Create seven EIP employers with commitments to hire EIP employees
- Create seven specific profiles (combination of occupational and job profiles) for local employers
- Maintain lists of "EIP certified" employees for employer use
- Market EIP Employers to EIP Clients
- Educate employers about the "meaning" of EIP
- Follow-up with employers about EIP employees
- Market EIP program to Industry, Government, Community-based Organizations, Educational Institutions and Employers looking to come to the area
- Work with CSUS Policy Center to provide an annual report reviewing impact of Assessment Center on program and outcomes

2. Student Outcome:

- a. Be at industry approved levels in all areas of WorkKeys assessment (on a one to seven scale)
- b. Be computer industry approved literate level in Microsoft Office Suite
- c. Completed citizenship program
- d. Have a childcare and transportation plan completed (including alternate plans for emergencies)
- e. Have achieved industry approved levels in Soft Skill training (creative job development, problem solving, workplace communication, team building skills)

3. Delivery Process:

- Establish EIP assessment and service center
- Organize and promote Community EIP Orientation
- Establish a minimum of seven EIP Employers, including profiling local jobs
- Develop resources lists and coordinate new class development
- Identify and assess clients to develop pool for 50 participants
- Referral and information sharing between County, Yosemite Community College District (YCCD), Modesto City Schools (MCS) and other agencies and organizations.
- Assess participants using WorkKeys and other interest inventories
- Develop Training Plans for each participant
- Monitor activities
- Certify clients are at appropriate levels for EIP Certification

B. In addition, the contractor shall be responsible for:

1. Providing a written evaluation of students' progress to County on a monthly basis.
2. Keeping attendance records of students to be sent to County on a biweekly basis and have records available for site reviews. Provide a monthly list of students to County.
3. Informing County immediately of any noncompliance and of all participants who are participating less than 90% of the scheduled hours.
4. Providing information and follow-up on Worker's Compensation claims, as requested by County.
5. Collaborating with County, to achieve a successful completion of the project which will ultimately have the participants placed in permanent positions.

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 November 1, 2001 through June 30, 2002 shall not exceed \$99,486.
- b. This is a cost reimbursement contract. The rates and all costs attendant to the provision of service are described in EXHIBIT B - Contract Budget which is hereby incorporated by this reference.
- c. This contract shall be effective November 1, 2001 through June 30, 2002.
- d. 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.
- e. 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.
- f. 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.
- g. Contractor shall make no charge to the recipient and shall collect no share of cost.

2. 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.

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

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
 THE EXCELLENCE IN PERFORMANCE TRAINING
 AND CERTIFICATION PROGRAM
 NOVEMBER 1, 2001 THROUGH JUNE 30, 2002
 CONTRACT BUDGET**

LINE ITEM	TOTAL EXPENDITURES
Personnel Costs:	
Coordination 75%	\$19,413
Oversight 25%	6,471
Marketing 50%	14,136
Program Assistant	20,280
Benefits:	
Coordination	8,455
Marketing	424
Program Assistance	608
Consultants	
Job Profiling Consultants	22,330
Administration	7,369
 TOTAL	 \$99,486



COMMUNITY SERVICES AGENCY

Ken R. Patterson
Director

251 E. Hackett Road
P.O. Box 42, Modesto, CA 95353-0042

Phone: 209.558.2500 Fax: 209.558.2558

BOARD OF SUPERVISORS

2004 DEC 23 A 10: 32

MEMO TO: SUZI SEIBERT
FROM: JOANNE COSTA – F3C
DATE: DECEMBER 23, 2004
SUBJECT: EXECUTED AGREEMENT(S)

Enclosed for your record is a fully executed original of a contract amendment between Stanislaus County Community Services Agency and **Yosemite Community College District** to provide Family Services Specialist Classes. The Board of Supervisors approved this contract on October 2, 2001 with **Board Action #2001-745.** *Y04*

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

Thank you.

Attachment

**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
CONTRACT TO PROVIDE FAMILY SERVICES SPECIALIST CLASSES
AUGUST 1, 2001 THROUGH JUNE 30, 2005**

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 Education Institution (hereinafter referred to as "Contractor"), that the contract entered into on August 1, 2001 to provide on-site Family Services Specialist college classes for County Staff is hereby amended as follows:

FIRST: Page 15, EXHIBIT A, I. SCOPE OF WORK:, is hereby deleted and replaced with the following:

Contractor shall provide on-site Family Services Specialist college classes to qualified County staff effective August 1, 2001 through June 30, 2005 at the Stanislaus County Community Services Agency, located at 251 E. Hackett Rd., Modesto, CA. County staff will be enrolled in these on-site classes only, prior to their registration date. For all other on-campus classes, student will be registered on their registration appointment date.

SECOND: Page 16, EXHIBIT A, II. COMPENSATION:, A. Costs:, Paragraph 1., is hereby deleted and replaced with the following:

1. The maximum amount of this contract for the period August 1, 2001 through June 30, 2005 shall not exceed \$245,011.

THIRD: Page 19, EXHIBIT B, Contract Budget is hereby deleted and replaced with the Exhibit D.

FOURTH: All reference to December 31, 2004 are hereby deleted and replaced with June 30, 2005.

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.

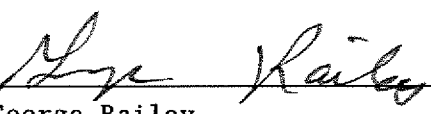
**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY**

By: 
Ken R. Patterson

Title: Director

Dated: 12/15/04

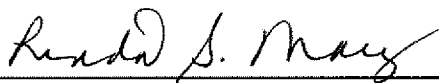
**YOSEMITE COMMUNITY
COLLEGE DISTRICT**

By: 
George Railey

Title: Kelli Chavallon
Vice Chancellor/Educational Services

Dated: 12/13/04

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

By: 

Title: Deputy County Counsel

Dated: 12-3-04

**COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY
 CONTRACT TO PROVIDE
 FAMILY SERVICES SPECIALIST CLASSES
 AUGUST 1, 2001 THROUGH JUNE 30, 2005
 CONTRACT BUDGET**

<u>Line Item</u>	<u>Unit Cost</u>
Classes:	
Logistic Fees Applies to Family Services Specialist Classes Only:	\$1,000 per unit
 Tuition – Applies to Family Services Specialist Classes Only:	
 August 1, 2001 through July 31, 2003	
Enrollment Fees	\$ 11 per unit
Non-Resident Fee	\$ 134 per unit plus \$11 per unit
 August 1, 2003 through July 31, 2004	
Enrollment Fees	\$ 18 per unit
Non-Resident Fee	\$ 134 per unit plus \$18 per unit
 August 1, 2004 through June 30, 2005	
Enrollment Fees	\$ 26 per unit
Non-Resident Fee	\$ 134 per unit plus \$26 per unit
Health Fees	\$ 12 per semester
Student Center Fees	\$ 1 per unit Maximum of \$10 per year
Student Representative Fees	\$ 1 per student Per Semester
Textbook Fees – Applies to Family Services Specialist Classes only To be determined by class offering and cost of text/work Books - Estimated at \$1,100 per class	
Counseling On-site advising 1.5 hours per Family Services Specialist Class Per Week	\$ 45 per hour

When State Apportionment funding is not available, due to enrollment minimums of less than twenty-five students, or if the County chooses to close enrollment to County staff only, County will be charged \$6,300 per class. Contractor shall waive the \$6,300 per class flat fee if State Funds are available to Contractor, classes are open to the public and the class size exceeds a minimum of twenty-five (25) students based on Division Dean approval. County has the final decision to cancel classes if minimums not met.

MAXIMUM TOTAL AMOUNT OF CONTRACT

\$245,011