

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

DEPT: Community Services Agency

BOARD AGENDA # *B-9

Urgent

Routine

AGENDA DATE December 18, 2012

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award Contract Agreements to Aspiranet, Center for Human Services, Central Valley Opportunity Center, Goodwill Industries, Stanislaus Literacy Center, Sierra Vista Child and Family Services for the Provision of Welfare to Work Services

STAFF RECOMMENDATIONS:

1. Approve the award of contract agreements for Welfare to Work Services to Aspiranet, Center for Human Services, Central Valley Opportunity Center, Goodwill Industries, Stanislaus Literacy Center, Sierra Vista Child and Family Services for the contract period of January 1, 2013 through June 30, 2014, in an amount not to exceed a total of \$2,088,662.

Continued on Page 2

FISCAL IMPACT:

The agreements total \$2,088,662 for the period January 1, 2013 through June 30, 2014 and will provide needed welfare to work services in the community. The estimated total cost of \$2,088,662 is funded by 100% Federal and State revenue through the CalWORKs single allocation with no additional share requirement beyond the County's initial maintenance of effort which has already been provided with the Fiscal Year 2012-2013 Final Budget approved by the Board of Supervisors on September 11, 2012.

Continued on Page 2

BOARD ACTION AS FOLLOWS:

No. 2012-630

On motion of Supervisor Monteith, Seconded by Supervisor Withrow
and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, Monteith, De Martini and Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

STAFF RECOMMENDATIONS: Continued

2. Authorize the Director of Alliance Worknet and the Interim Director of the Community Services Agency (CSA) or her Designee to finalize and sign the joint agreements and any amendments, not to exceed the agreement amount of \$2,088,662.

FISCAL IMPACT: Continued

Community Services Agency (CSA) partnered with Alliance Worknet (AW) to collaborate and develop a Request for Proposals (RFP) for community based Welfare to Work Services. The two departments recognized the employment services expertise of the AW and determined that the AW would take the administrative lead for the contracted services. CSA will pass through the CalWorks single allocation funds to AW to fund the joint agreements.

Appropriations and estimated revenues of \$721,191 to support the first six months of these agreements are included in the Community Services Agency's (CSA) Fiscal Year 2012-2013 Adopted Final Budget. CSA will amend the Department's annual agreement with Alliance Worknet (AW) to fund the administration of the Welfare to Work services agreements. Appropriations and estimated revenues to support the AW administration of the Welfare to Work agreements will be requested in the department's Fiscal Year 2012-2013 Mid-Year Budget submission. Appropriations and estimated revenues of \$1,367,471 for the remaining contract period will be included in the two Agencies' Fiscal Year 2013-2014 Proposed Budget submissions.

DISCUSSION:

The Community Services Agency is responsible for administering the Stanislaus County CalWORKS program known as StanWORKS Welfare to Work (WtW). There are approximately 8,107 customers receiving public assistance enrolled in the WtW Programs. The WtW Program goal is to reduce dependency on public assistance by the development of skills and job training that focus on the unique need of individuals as well as the entire family

Currently, a wide range of customer services are provided through the partnerships of Alliance Worknet (AW), Community Services Agency (CSA) and various community service organizations throughout Stanislaus County. Current activities provided by this partnership include: employability skills development, literacy and basic education services, substance abuse counseling and treatment, domestic violence counseling, on-the-job training, vocational training, work experience (paid and unpaid), community service placements, English as a second language (ESL), job search and job readiness assistance.

For many families seeking or receiving public assistance, the ability to successfully transition off assistance depends on getting help to overcome or cope with barriers such as: learning disabilities, chemical dependency, physical or mental disabilities, domestic violence; lack of education and training, adequate housing, and poor access to transportation and child care services.

Collaboration with community based organizations, public agencies, education and training providers and behavioral health service providers is essential to ensure a diverse network of services and work-related activities are accessible to WtW customers throughout Stanislaus County. StanWORKs has analyzed the needs of the WtW customers and has broken the population into four distinct categories or tiers.

These categories are designed to direct services and resources that are specific to the needs of the customer. Previously, StanWORKs took a “one size fits all” approach to services and resources offered. However, after the economic downturn, WtW case managers began seeing customers with college degrees and years of work experience applying for cash aid. Stan WORKs, in partnership with Alliance Worknet, quickly offered a stop gap approach to provide services to these customers. CSA now has applied “lessons learned” and resources to plan a more strategic approach to assisting customers attain employment self-sufficiency. Customers will be referred to services based on the following tiers:

	Customer Demographics	Contractors	County
Tier 1	WtW customers with significant barriers to employment such as: no GED/HSD, limited English, and/or no work history.	<ul style="list-style-type: none"> • Job Search and comprehensive Job Readiness Assistance • Vocational English as a Second Language (ESL) training • Community Service Program (CSP) for limited English speaking population • General Education and Literacy Services • Bridging activities (includes both soft and technical skills to assist in retaining employment, life skills, conflict management, community resources) • Other services as needed 	<ul style="list-style-type: none"> • Individual Case Management • Referral of services • Assisting participants with supportive services such as child care and transportation • Assessment • Continued engagement • Action Plan development • Provide Job Leads • One-on-One employment counseling
Tier 2	WtW customers with some or limited job experience	<ul style="list-style-type: none"> • 3-4 week Job Readiness • Bridging activities between activities • Additional certificate programs • Develop employment plan 	<ul style="list-style-type: none"> • Individual Case Management • Referral of services • Assisting participants with supportive services such as child care and transportation • Assessment • Continued engagement • Action Plan development • Provide Job Leads • One-on-One employment counseling

Approval to Award Contract Agreements to Aspiranet, Center for Human Services, Central Valley Opportunity Center, Goodwill Industries, Stanislaus Literacy Center, Sierra Vista Child and Family Services for the Provision of Welfare to Work Services

Page 4

<p>Tier 3</p>	<p>WtW customers with extensive work experience and/or college degree</p>	<ul style="list-style-type: none"> • 3-4 week intensive job search • Assigned job developer • Individualized employment plan 	<ul style="list-style-type: none"> • Individual Case Management • Referral of services • Assisting participants with supportive services such as child care and transportation • Assessment • Continued engagement • Action Plan development • Provide Job Leads • One-on-One employment counseling
<p>Tier 4</p>	<p>WtW customers who have significant barriers to participation and employment, including background challenges; behavioral health issues and substance abuse counseling needs, etc.</p>	<ul style="list-style-type: none"> • 3-4 week Job Readiness • Soft Skills certificate program • Life skills certificate program • Steps for Success 	<ul style="list-style-type: none"> • Individual Case Management • Referral of services • Assisting participants with supportive services such as child care and transportation • Assessment • Continued engagement • Action Plan development • Provide Job Leads • One-on-One employment counseling • Referral to mental health/ substance abuse counseling and treatment

Stanislaus County's Work Participation Rate (WPR) in Federal Fiscal Year 2012 averages 9.76% of customers receiving benefits participate in WtW activities. Those that do not participate are either sanctioned or are exempt per Federal and State regulations.

Through the new tier approach, StanWORKs is ensuring that WtW case management staff is able to dedicate 100% of their time to managing the WtW cases of customers by removing eligibility workload from case managers and making sure WtW case managers dedicate their time to providing intense services to our customers. The purpose of this strategy is to:

- increase the number of WtW customers participating in the WtW program;
- increase the number of WtW customers successfully transitioning to employment;
- increase the number of WtW customers who remain employed 30 days, 60 days and 120 days, and attain self-sufficiency; and
- increase the Stanislaus County WPR by targeting the specific individual WtW activities necessary for each participant to become employable.

Collaboration with community based organizations is essential to ensuring a diverse network of services and work related activities are accessible to WtW customers throughout the County. Contracting with these organizations will enhance services offered

Approval to Award Contract Agreements to Aspiranet, Center for Human Services, Central Valley Opportunity Center, Goodwill Industries, Stanislaus Literacy Center, Sierra Vista Child and Family Services for the Provision of Welfare to Work Services

Page 5

to customers and provide new services that will help families obtain employment. The new collaboration will allow AW to adapt services to meet the customer's needs at their community based organizations. Services will be expanded to include opportunities that have not been available before, such as a customer based hands on approach to overcoming barriers to participation and employment; English as a Second Language (ESL) for all non-English speaking WtW adults; and preparation services for the General Education Development (GED) Test. A large number of WtW customers do not have a High School Diploma or GED, which is a significant barrier to obtaining employment.

The Fiscal Year 2012-2013 Adopted Proposed Budget for the Community Services Agency approved on June 5, 2012 reported plans for CSA and AW to partner to issue a WtW Services Request for Proposal (RFP) to meet the needs of new customers who have historically not needed services and who potentially have different WtW service needs.

To solicit community based organizations the AW and the CSA, in partnership with the General Services Agency (GSA), issued RFP #11-46-SS on July 13, 2012 for the provision of Welfare to Work Services. Eleven (11) proposals were received. A five-member review panel consisting of staff from the Community Services Agency, the Alliance Worknet and the Chief Executive Office reviewed each proposal based on the information set forth in the Request for Proposals packet. On September 19, 2012, proposing agencies were notified in writing of the County's intent to award.

Based on the scoring and review of the submitted proposals, the CSA and AW are recommending the Board of Supervisors award the contract agreements for the following services in the stated amounts and services locations:

Contractor	Contract Amount	Services to be Provided	Service Locations
Aspiranet	\$180,000	Community Service Placements (CSP), Vocational English as a second language (VESL) and Bridging activities	Turlock
Center for Human Services	\$284,936	CSP and Bridging Activities	East County and Westside
Central Valley Opportunity Center	\$224,100	CSP, WtW Orientation, Job Search, GED, VESL services	Modesto
Goodwill Industries of San Joaquin Valley, Inc.	\$429,785	Computer Literacy, Job Readiness/Placement Bridging activities	Modesto and Turlock
Stanislaus Literacy Center	\$803,617	GED and VESL services	Countywide
Sierra Vista Child and Family Services	\$166,224	CSP, VESL, and Bridging Activities	Modesto
Total	\$2,088,662		

Approval to Award Contract Agreements to Aspiranet, Center for Human Services, Central Valley Opportunity Center, Goodwill Industries, Stanislaus Literacy Center, Sierra Vista Child and Family Services for the Provision of Welfare to Work Services
Page 6

POLICY ISSUE:

Approval to award the Welfare to Work services contract agreements supports the Board's priorities of A Healthy Community, Effective Partnerships and Efficient Delivery of Public Services by meeting a community need for services that promote personal responsibility, self-sufficiency and work participation in the CalWORKS program.

STAFFING IMPACT:

Existing Community Services Agency and Alliance Worknet staff are available to support the community partnerships to provide Welfare to Work services in Stanislaus County.

CONTACT PERSONS:

Patrice Dietrich, Interim Director Community Services Agency 558-2500
Jeff Rowe, Director Alliance Worknet 558-2150

**Independent Contract # 927
COUNTY OF STANISLAUS
Alliance Worknet
AGREEMENT TO PROVIDE
StanWORKs PROGRAM SERVICE
JANUARY 1, 2013 THROUGH JUNE 30, 2014**

ORIGINAL

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS ("County") and **SIERRA VISTA CHILD AND FAMILY SERVICES** ("Contractor"), a **Non-Profit Organization** on January 1, 2013.

RECITALS

This Agreement is let in accordance with the Federal Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) enacted by HR3437 re-authorizing Welfare to Work (WTW) in the form of Temporary Assistance to Needy Families (TANF) and other funding. The California State Welfare and Institutions Code (sections 12300, et sequitur), under Title XX of the Social Security Act, authorized California Department of Social Services (CDSS) to conduct state TANF programs. The California Work Opportunity and Responsibility to Kids Act (CalWorks), enacted by AB 1542, uses the California state Manual of Policy and Procedures to administer the state's TANF funding

WHEREAS, the Stanislaus County Community Services Agency (CSA) is responsible for administering the Stanislaus County CalWorks Program known as StanWORKS Welfare to Work;

WHEREAS, ALLIANCE WORKNET (AW) has agreed with CSA to administer Workforce Development activities in support of the AW Welfare to Work program;

WHEREAS, AW intends to subcontract related StanWORKS Welfare-to-Work activities;

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 shall 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 shall 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 Agreement is 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 thirty (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 shall constitute County's intention to terminate this Agreement in the event corrections are not accomplished within thirty (30) days.
- 3.6 This Agreement 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 Agreement, County may terminate the Agreement immediately:
- A. Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services; or,
 - 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 Agreement 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 shall 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 shall 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 Agreement, 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 shall comply with such provisions before commencing the performance of the work of this Agreement.

- 7.2 Any deductibles, self-insured retentions or named insured 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 insured, 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 shall be responsible for and pay any self-insured retention or deductible and shall 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 insured 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 insured 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.
- 7.12 If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor agrees to maintain the required insurance coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. Contractor may maintain the required post agreement coverage by renewal of purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

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.
- 8.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:
- 8.4.1 Contractor shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Contractor or its subcontractors;
- 8.4.2 No provision of this Agreement shall be interpreted to permit or obligate Contractor to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and
- 8.4.3 At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Contractor.

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 services are 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 Agreement as required by State law. County may appoint an independent public accountant.
- 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. Further, entities receiving in excess of \$500,000 in Federal funds must comply with the Single Audit Act of 1984, PL 98-502 and the Single Audit Amendments of 1996, P.L. 104-156. 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-133 as this applies to the auditing of states, local governments, institutions of higher education and non-profit.
- 10.8 The annual audit requirement is replaced with a biennial audit covering the most recent fiscal year if all of the following apply:
- A. The total County Agreement expenditures, from all funding sources, during the fiscal year, are less than \$100,000
 - B. The Contractor is in compliance with all other Agreement requirements
 - C. An audit was performed on one of the preceding two years in accordance with Government Auditing Standards and a copy of the report and any management letter has been submitted to County
 - 1) The auditor's opinion on the financial statement and the schedule of federal awards (if applicable) were unqualified
 - 2) There were no deficiencies in internal control over financial reporting that were identified as material weaknesses under the requirements of Government Auditing Standards
 - 3) None of the state or federal programs had audit findings in the preceding year that were classified as:
 - a. Material weaknesses in the internal control over compliance
 - b. Noncompliance with the provisions of laws, regulations, contracts, or grant agreements that had a material effect on the program
 - c. Known or likely questioned costs
 - D. The audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 10.9 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.
- 10.10 Expenses incurred by Contractor to provide for the performance of an audit to satisfy said requirements are an allowable Agreement cost. Contractor is responsible for ensuring that the appropriate portion of audit costs are included with its total executed Agreement funds.
- 10.11 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:

- 11.1 Any and all information pertaining to the administration of public social services, for which grants in aid are received shall be confidential and will not be open to examination for any purpose not directly connected with the administration of public social services.
- 11.2 No person shall publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.
- 11.3 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.
- 11.4 Contractor, as an agent of Stanislaus County, shall be in compliance with the privacy and security safeguards agreement titled Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the County of Stanislaus, Community Services Agency located at <http://www.stanworks.com/other-services/medi-cal-data-privacy-and-security-agreement.pdf>.

12. NON-DISCRIMINATION

- 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 disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. 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 non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- 12.2 Contractor shall include the non-discrimination 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: Stanislaus County Alliance Worknet
Attention: Paul Rodgers
PO Box 3389
Modesto, CA 95353-3389

To Contractor: **Sierra Vista Child and Family Services**
Attention: Jeff Anderson
100 Poplar Ave.
Modesto, CA 95202

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 Agreement, reimbursement shall be made to the damaged party by Contractor.

22.3 Additional costs to County for maintaining any portion of the Agreement 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 shall abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Contractor shall also abide by specific codes of ethics prescribed by the professional organizations which set standards for their profession.
- **Quality of Service:** Employees of Contractor shall 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 shall conduct all activities with respect and courtesy for participants.
- **Propriety:** Employees of Contractor shall not make use of their position or relationship with clients for personal gain.
- **Positive Representation:** Employees of Contractor shall 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 Agreement 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 provide services under this Agreement, 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 Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1 through 11165.6. 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 shall comply with the provisions of the code section.

27. MATCHING FUNDS

These funds are not available for matching unless certified by County.

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

28.1 County and Contractor recognize that Federal assistance funds shall be used under the terms of this Agreement. For purposes of this paragraph, Contractor shall 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 shall 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. COMPLIANCE WITH FALSE CLAIMS ACT

29.1 Contractor shall notify County immediately upon discovery of any employee of Contractor, any subcontractor, agent or other persons providing services, on behalf of Contractor who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Contractor, any subcontractor, agent or other persons providing services on behalf of Contractor, who is placed on the Medi-Cal Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at www.medi-cal.ca.gov.

29.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Contractor shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claims Act. Contractor agrees that it has received a copy of the False Health Care Claims Policy approved by the Stanislaus County Board of Supervisors on May 8, 2007 and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor shall adhere to these policies and procedures.

30. 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 is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

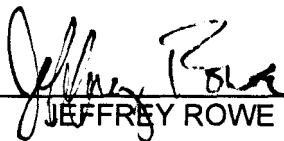
ORIGINAL

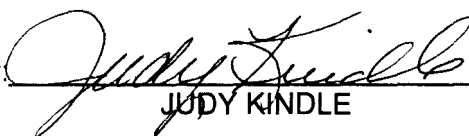
This Agreement has been signed by the parties or their duly authorized representatives to become effective as of the date referenced on the first page.

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

COUNTY OF STANISLAUS

SIERRA VISTA CHILD AND FAMILY SERVICES

By: 
JEFFREY ROWE

By: 
JUDY KINDLE

Title: Director, Alliance Worknet

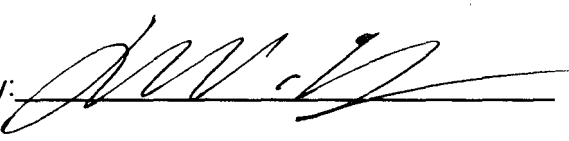
Title: Executive Director

Dated: 1/2/13

Dated: 1/2/13

**APPROVED AS TO FORM:
COUNTY COUNSEL
I. JOHN P. DOERING**

**APPROVED AS TO CONTENT:
COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY**

By: 

By: 

Title: County Counsel

Title: Interim Director

Dated: 12/19/12

Dated: 12/21/12

**Sierra Vista Child and Family Services
 AGREEMENT TO PROVIDE
 StanWORKS PROGRAM SERVICE
 JANUARY 1, 2013 THROUGH JUNE 30, 2014**

1.

I. SCOPE OF WORK:

1. CONTRACTOR shall provide:

- A. Community Service Activity, (CSP). CSP is designed to improve the employability of customers not otherwise able to obtain employment, and must be supervised on an ongoing basis no less frequently than daily. Daily supervision is determined appropriate and provided by the training or service provider at the same level as other trainees. Appropriate Community Service Program assignments must take into account prior training, skills and work experience to the extent possible. Customers in CSP component receive up to 40 hours per week of work, customers will be provided with basic job skills that can lead to employment while meeting a community need. Customer activities will focus on the following topics:
1. Techniques for finding employment
 2. Development of a resume and cover letter
 3. Proper Job application completion
 4. Defining their employment history
 5. Attire and presentation skills
 6. Interviewing skills
 7. Workplace expectations
 8. Life skills
- B. Vocational English-as-a-Second Language (VESL) other than English speaking customers in preparation for entering the laborforce.
- C. Bridging Activities as identified in Exhibit B, designed to teach soft skills and technical skills to enable customers to understand the functional necessities for obtaining and keeping employment. Bridging Activities may include but are not limited to:
1. Computer Training including using the internet, typing, MS Word/MS Excel introduction and using e-mail.
 2. Life Skills including coping with stress, child care, conflict resolution, problem solving, and interpersonal communication.
- D. Services shall be provided at the following locations:
1. Sierra Vista Drop-in Center in Modesto
- E. Services outlined in EXHIBIT A to approximately **270** customers during the 18 month program period.
- F. Consideration and coordination with AW to respond to customer requests for change of service venue;
- G. Follow up or re-engagement services to encourage customer program participation as directed by AW staff.

2. COORDINATION AND DOCUMENTATION OF SERVICES

- A. CONTRACTOR shall record all program services provided to customers under this contract using the procedures established in discussion with CSA and Alliance Worknet.
- B. CONTRACTOR must maintain any program files, electronic database entries, and if available, AW DETNET database entries, as needed to administer the contract.
- C. CONTRACTOR will coordinate customer activities with AW staff via phone, e-mail, or fax.

D. CONTRACTOR will notify AW and/or CSA of service, outcomes or change in status as soon as practical – but within five working days.

3. TERM OF AGREEMENT

This Agreement shall be effective January 1, 2013, through June 30, 2014.

4. FINANCIAL REPORTING

CONTRACTOR will provide summary of program expenses and the total number of Customers served during the month (see Exhibits C and D for additional information and instructions).

5. CUSTOMER SATISFACTION AND GRIEVANCE

CONTRACTOR must provide Customers the opportunity to express their views, grievances, and complaints. CONTRACTORS may use established AW procedures to meet this requirement.

6. PROGRAM COMPLIANCE

- A. AW shall review program area setups and determine if space and staffing requirements to meet projected customer flow are appropriate.
- B. CONTRACTOR will prepare facilities to safely accommodate projected customer flow, based on service type as defined in Exhibit B.
- C. All services must be provided in a safe and healthy environment.

7. COST:

This is a cost reimbursement Agreement. Contractor shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT D, which is hereby incorporated by reference and made a part hereof, or as the budget is thereafter amended or obligated. The maximum amount of this Agreement for the period January 1, 2013, through June 30, 2014, shall not exceed \$166,224.00.

- A. Due to the nature of the fiscal year end occurring twice during the cycle of this agreement, the allowable expenses shall be divided into two budget patterns as described in Exhibit D-1 and Exhibit D-2
 - 1. Expenses shown in Exhibit D-1 shall not exceed \$56,748.00 for the contract period ranging from 01/01/2013 to 06/30/2013.
 - 2. Expenses shown in Exhibit D-2 shall not exceed \$109,476.00 for the contract period ranging from 07/01/2013 to 06/30/2014.
 - 3. As this is a cash basis agreement, any funds remaining under Exhibit D-1 at the end of the Exhibit D-1 fiscal year period will **not** be carried over to Exhibit D-2.
- B. Contractor shall make no charge to the recipient and shall collect no share of cost.
- C. Contractor agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Contractor costs, both indirect and direct, relative to this Agreement.
- D. 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 Agreement/program. County reserves the right to physically reclaim any/all

such property at the conclusion of the Agreement in accordance with 45 Code of Federal Regulations, Part 74, Administration of Grants.

- E. 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.
8. **ATTENDANCE AND PROGRESS REPORTS:**
- A. CONTRACTOR shall submit attendance reports detailing the hours of participation for each customer in the form or template specified by COUNTY on a weekly basis.
 - B. Progress reports shall be submitted on a monthly basis or more frequently, as needed, to verify customer participation in WTW program activities.

DEFINITIONS OF PROGRAM COMPONENTS AND ACTIVITIES

CONTRACTOR shall provide one or more of the following Welfare-To-Work components and Activities pursuant to activities specified in EXHIBIT A.

1. Job Search and Job Readiness Assistance

- Up to 35 hours per week
- Cannot exceed 4 consecutive or 12 total weeks per year

Job Search is defined as the act of seeking or obtaining employment. Job Readiness Assistance is preparation to seek or obtain employment, including life skills training, substance abuse treatment, mental health treatment, domestic abuse services or rehabilitation activities for those who are otherwise employable. Substance abuse treatment, mental health treatment and rehabilitation activities must be determined to be necessary and certified by a qualified medical or mental health professional. Job Search and Job Readiness Assistance activities must be supervised by a responsible party on an ongoing basis no less frequently than daily. Job Search is a WTW activity in which the customer's principal activity is to seek employment. In addition, job search includes looking for suitable openings, making contact with potential employers, applying for vacancies, and interviewing for jobs.

Job Readiness Assistance means a WTW activity that provides the customer with training to learn basic job seeking and interviewing skills, to understand employer expectations, and to learn skills designed to enhance an individual's capacity to move toward unsubsidized employment.

Contractors should focus on serving populations with special needs or barriers to employment. While these program services cannot include mental health treatment, domestic abuse or rehabilitation activities, it is important that referral and access to such programs be considered in the contractors concept. Activities for customers served by Job Search and Job Readiness programs should consider or include the following:

- Preparing an individual to obtain and retain employment
- Teaching job search techniques
- Interviewing skills
- Resume writing
- Networking
- Job placement assistance
- Supervised job search
- Life skills techniques
- Instruction in work place expectations
- Assessments of skills and knowledge gaps related to obtaining and retaining employment
- Referral to appropriate community based organizations

2. Community Service Program

- Up to 40 hours per week

The Community Service Program (CSP) is designed to allow CalWORKs customers to do work for the direct benefit of the community under the auspices of public or nonprofit organizations. Alliance Worknet will coordinate CSP placements with awardees under this program.

CSP placements are limited to projects that serve a useful community purpose in fields such as health, social services, environmental protection, education, urban and rural development, welfare, recreation, public facilities management, public safety and child care. CSP is designed to improve the employability of customers not otherwise able to obtain employment, and must be supervised on an ongoing basis no less frequently than daily. Daily supervision is determined appropriate and provided by the training or service provider at the same level as other trainees. Appropriate Community Service Program assignments must take into account prior training, skills and work experience to the extent possible.

DEFINITIONS OF PROGRAM COMPONENTS AND ACTIVITIES

Customers in CSP component receive up to 40 hours per week of work experience in public or private nonprofit agencies around Stanislaus County. These agencies enter into agreements with Alliance Worknet, provide site supervisors to oversee the development of program participants and provide them with basic job skills that can lead to employment while meeting a community need. This program does not offer work experience in the private sector.

3. Subsidized Employment

- Up to 40 hours per week

The Subsidized Employment Program provides local business, public or non-profit agencies a direct subsidy from CalWORKs or other public funds to offset some or all of the wages and costs of employing a WTW customer. The program goal is to allow customers to obtain new skills or enhance existing skills to lead to unsubsidized employment. As for the Community Service Program, this RFP does not solicit program operators of the Subsidized Employment Program. However, coordination with and transition to this program are desirable characteristics for proposers in the four solicited program areas.

Generally, customers participating in the Subsidized Employment Program will obtain work readiness skills such as attendance, punctuality, teamwork, attitude, business ethics, work quality, accepting work instruction, job search strategies, placement consultation, resume updates, interview coaching and job retention services. Customers should receive positive reinforcement and recognition as they accomplish tasks and learn new skills on the work site. Work Site Supervisors are to encourage and maintain a supportive atmosphere for learning.

Subsidized Employment allows a public or private entity to assist in the placement of WTW customers in subsidized employment. Contractors who are awarded funding to operate a Subsidized Employment program will receive a subsidy for wages to employ WTW customers. Subsidized Employment is temporary in nature as the subsidy is for a time limited period. Subsidized Employment is to assist the customer in gaining skills necessary to obtain and retain full time unsubsidized employment. The intent of Subsidized Employment is to engage or re-engage customers into the workforce.

4. Bridging Activities

- Minimum 12 hours/week for one-parent Families and 15 hours/week for two-parent Families

Bridging Activities may include both soft skills and technical skills to assist in obtaining and retaining employment. Bridging Activities should be temporary or transitional in nature to prepare the customer to enter the workforce. Bridging Activities are to be designed to allow customers to enter at many different skill or education levels. They should allow for customers who are currently engaged in part time employment, full time employment, educational activities or other WTW activities. Bridging Activities should be designed to provide customers an opportunity to obtain skills leading to employment, advancement in employment and retention of employment.

Bridging Activities may include interpersonal communications, conflict resolution, life skills, family stability and preservation, work maturity, time management, goal setting, problem solving, building self-esteem, dressing professionally, team building, balancing priorities, managing change, getting and keeping a job. Bridging Activities should be open entry/open exit to create the greatest opportunity for customers to maximize bridging services while employed or co-enrolled in vocational training or other WTW activities or between WTW activities. The intent of Bridging Activities is to develop skills that will lead to increased skills, wages, benefits and career opportunities. A web-based or on-line delivery format is strongly encouraged as a component of this activity.

DEFINITIONS OF PROGRAM COMPONENTS AND ACTIVITIES

5. General Educational Development (GED) Activities

Services shall be directed to customers needing additional skill development in order to succeed in their Welfare-to-Work activities. Customers should receive assessment, testing, reading classes, English as a Second Language (ESL) classes, math tutoring, literacy materials and instructional aides. Customers should be assessed for reading disabilities and develop strategies for improvement in customers exhibiting special learning problems on a case by case basis. Provide computer lab time for pre-GED education with instructional aides. Reading, math and ESL classes and GED labs should be provided at locations throughout the county.

6. Vocational English as Second Language (VESL) Activities

- Minimum of 12 hours per week for One-Parent Families and 15 hours per week for Two-Parent Families
- Maximum of 20 hours per week
- Activities shall be to assist CalWORKs customers to obtain critical work-related English language skills in order to improve employment opportunities

Vocational English as Second Language (VESL) services provide intensive, immersive Vocational English development in the context of job search and job readiness. These services will enable limited English speakers to develop critical language skills while building practical vocational skills that lead to employment. Service providers should offer flexibility in scheduling and must be coordinated with other programs and services to ensure meeting participation requirements.

***Note – CSA and AW envision that VESL and CSP program activities will be coordinated to provide customers the opportunity to achieve the up to 40 hours per week participation requirements.**

ALLIANCE WORKNET FINANCIAL PROVISIONS

1. This is a Cost-Reimbursement contract. This will require submission of cost or price data as directed by AW and conforming to allowable cost constraints described below.
2. Allowable costs charged to this program must conform to OMB Circular A-87, A Guide for State and Local Government Agencies, 2 CFR, Part 225, and OMB Circular A-122, at 2 CFR Part 230. All indirect charges including: administrative or allocated costs, rent, other related space costs for the CONTRACTOR locations, direct telephone services, and all general operating costs will be allocated and separately recorded to the AW Welfare to Work Contract based on time studies (provided or approved by AW) and/or other acceptable cost allocation methods (sq. footage, enrollments).
3. CONTRACTOR may charge this budget unit for Accounting staff time based on the same ratio of FRC time studies as described above. Director's Salary and other Administrative Costs are to be based on staff time studies. CONTRACTOR must ensure that the cost allocation methodology and resulting charges to AW Welfare to Work are in accordance with OASC 10 - The Guide for State & Local Agencies - Cost Principles and Procedures for Establishing Cost Allocation Plans and Indirect Cost Rates for Grants and Contracts with the Federal Government.
4. The final Contract Budget is described in Exhibit D. CONTRACTOR charges to the Agreement Budget will not be held to individual line items.
5. Invoicing: CONTRACTOR shall accumulate and report AW WTW expenses in accordance with the information requirements specified in Exhibit D - Contract Budget. Though not anticipated, should additional funding become available for this Agreement, AW will notify CONTRACTOR either to await a budget adjustment from AW or to have the CONTRACTOR present an invoice for funds expensed in excess of the original fixed-price budget. AW shall provide invoice format. Invoices shall be submitted to the Alliance Worknet FACT unit by e-mail to FACT@stanalliance.com or by US mail or another recognized delivery agent to:

Alliance Worknet
ATTN: FACT Unit
PO Box 3389
Modesto, CA 95353-3389
6. Payments: This contract is operated on a CASH BASIS. If the conditions set forth in this Agreement are met, AW shall reimburse CONTRACTOR monthly. Invoices must arrive timely, by the tenth (10th) working day of each month, for charges accrued in the preceding month. AW is not responsible for, and will not honor, invoices received more than 30 days after termination date for this Agreement.
 - A. Monthly Reports: By the 10th day of the month (e.g. August) following the month for which payment was made (e.g. July), CONTRACTOR will provide back-up documentation showing all actual expenses for the program. CONTRACTOR shall submit Monthly Reports, receipts, copies of staff Time studies, etc. as requested by AW. If any required conditions are not met, **AW** may hold payment until receiving proper documentation of charges.
 - B. Disputed Claims: AW retains the right to withhold payment on disputed claims.
 - C. Rush Payment: CONTRACTOR can request rushed payment in extraordinary circumstances. AW may give approval on a case-by-case basis.
 - D. Final Payment: Under this Agreement, final payment may be held until a termination of audits is completed.

ALLIANCE WORKNET FINANCIAL PROVISIONS

7. **Funding Change:** If CSA, AW or CONTRACTOR funding changes and interferes with execution of this Agreement, the first party aware of the changes and their impact shall immediately notify the other. AW and CONTRACTOR shall then determine if this Agreement shall be maintained, modified, or terminated. Notification shall be made to the contact person noted on the signature page of this agreement.
8. **Withhold of Payment Policy:** AW may suspend or terminate this Agreement and/or temporarily withhold payment if CONTRACTOR is in default of performance or any type of breach of this Agreement. In case of Agreement suspension, AW may resume payment after AW determines that conditions that halted payment have been corrected.
9. **Reimbursement for Budgeted Expenses:** CONTRACTOR shall be reimbursed for services and benefits according to the provisions of Exhibit D, Contract Budget. Should allowable expenses and/or fees be incurred, but are unable to be reimbursed due to lack of remaining budget funds, those expenses and/or fees will be treated as CONTRACTOR in-kind contributions.
10. **Budget Modification:** AW may initiate budget modification requests according to applicable AW Policy or other deemed necessity to comply with deobligation decisions and/or carryover of available funding.
11. **Financial Management:** CONTRACTOR shall maintain accurate, current and complete records and maintain an effective financial management system. CONTRACTOR shall provide AW with monthly project or program income and outlay (including in-kind contribution) records as required by AW policy. All CONTRACTOR expenditures must be paid for not later than the **14th of June** of the contract year. In order for AW to process final payment or reimbursement to CONTRACTOR, all monthly report documentation must be received not later than the **last full workweek of July** of the contract year.
12. **General Audit Rights And Requirements**
 - A. Non-Federal entities that expend federal awards under more than one federal program must have a single audit. Fiscal years ending on or after 1/1/04 have a Federal expenditure threshold of \$500K. All governmental and non-profit organizations must follow the audit requirements of OMB Circular A-133. In the event it meets the \$500K threshold, CONTRACTOR will request their audit agency to add ALLIANCE WORKNET to list of recipients scheduled to receive original audit reports distributed by the audit agency. CONTRACTOR is obligated to provide AW with appropriate original of the audit report package should the audit agency fail to submit an original directly and it should contain:
 1. Financial Statements, including Balance Sheet, Profit & Loss Statement, Cash Flow Statement, Schedule of Federal Awards by Catalog of Federal Domestic Assistance (CFDA) number or a "Note" to indicate the source of program funding.
 2. A report (opinion) on the financial statements taken as a whole.
 3. A report (opinion) on compliance, including findings and agency comments.
 4. A report (opinion) on internal controls, including findings and agency comments.
 5. A schedule of questioned costs. If none, the Schedule should say "None."
 6. Summary schedule of prior and current audit findings (if applicable)
 7. Auditor's report of Findings including Corrective Action Plans, and
 8. Any management letters issued by the auditor.
 - B. **Fiscal Yearend Audit.** AW will determine and specify in writing to CONTRACTOR should CONTRACTOR be required to provide a program-specific audit prior to contract closeout. AW will notify CONTRACTOR not later than 30 days prior to the contract fiscal yearend.

ALLIANCE WORKNET FINANCIAL PROVISIONS

- C. Audit Reporting. In the event a fiscal yearend audit is required, SUBCONTACTOR will inform the independent auditor to submit their report directly to AW within the earlier of 30 days after completion of the audit and submission of auditor's report(s) to CONTRACTOR, or nine months after the end of the audit period. The independent auditor will submit audit report(s) to:

ALLIANCE WORKNET
Attn: Manager, Welfare to Work Division
P. O. Box 3389
Modesto, CA 95353-3389

Stanislaus County - Alliance Worknet - WtW Budget Summary

Agency	Sierra Vista Child and Family Services	Agreement No.:	927	Legal Status	CBO
Program	WtW Program	Funding Title(s):	WtW	Type	Cost Reimbursement
Period	1/1/13 - 6/30/14	Funding PYs	2012-14	Award	\$166,224

AGENCY PERSONNEL COSTS					
		Agency hrs per wk	40.0	# Mo.'s in Program	18
		Avg. Hrs Per Mo.	173.32	Staff Hours per Yr	3120
Agency G/L Number	POSITION/TITLE: List each Job Title on separate line	Name of staff	D-1 Total 1/1/13-6/30/13	D-2 Total 7/1/13-6/30/14	Total Staff Wages
	Case Manager	Lourdes Medina	\$ 20,181	\$ 40,371	\$ 60,552
	Case Manager	TBD	\$ 4,325	\$ 8,638	\$ 12,963
	Program Supervisor	Karina Franco or TBD	\$ 8,264	\$ 16,529	\$ 24,793
	Direct Support	TBD	\$ 2,704	\$ 5,410	\$ 8,114
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
Note: Estimate any overtime separately from normal wage.				Total Staff Salaries	\$ 106,422
22.0%	= Avg. Fringe Rate	4	Total Staff Fringe Benefits (Details below)		\$ 23,412
		Number staff for pgm = ^	Total Staff Salaries and Fringe Benefits		\$ 129,834

* FTE = Full Time Equivalent

Agency G/L Number	STAFF FRINGE BENEFITS	D-1 Total 1/1/13-6/30/13	D-2 Total 7/1/13-6/30/14	Staff Fringe Cost	
	Retirement - (A)	\$ 709	\$ 1,419	\$ 2,128	
	Retirement - (B)	\$ -	\$ -	\$ -	
	Retirement - Others	\$ -	\$ -	\$ -	
	OASDHI - (FICA)	\$ 2,199	\$ 4,399	\$ 6,598	
	Medicare	\$ 514	\$ 1,029	\$ 1,543	
	Health & Welfare Insurance (A)	\$ 3,672	\$ 7,343	\$ 11,015	
	Health & Welfare Insurance (B)	\$ -	\$ -	\$ -	
	Health & Welfare Insurance (C)	\$ -	\$ -	\$ -	
	Health & Welfare Insurance (D)	\$ -	\$ -	\$ -	
	LTD	\$ -	\$ -	\$ -	
	or SUI = * annual wage	\$ -	\$ -	\$ -	
	Workers Comp -	\$ 709	\$ 1,419	\$ 2,128	
			\$ -	\$ -	
	Est. Fringe Rate charged	22.0%	Total Staff Fringe Benefits		\$ 23,412

OPERATIONAL COSTS

Agency G/L Number	Description	D-1 Total 1/1/13-6/30/13	D-2 Total 7/1/13-6/30/14	Total Operating Expenses
	Office/Computer Supplies	\$ 1,152	\$ 2,303	\$ 3,455
	Rent	\$ 3,600	\$ 7,200	\$ 10,800
	Utilities	\$ -	\$ -	\$ -
	Internet	\$ -	\$ -	\$ -
	Telephone	\$ 525	\$ 1,050	\$ 1,575
	Janitorial Services	\$ -	\$ -	\$ -
	Equipment	\$ 1,635	\$ -	\$ 1,635
	Computer Services	\$ -	\$ -	\$ -
	Insurance & Bonding	\$ 600	\$ 1,200	\$ 1,800
	Training Materials	\$ 250	\$ 500	\$ 750
	other	\$ 376	\$ -	\$ 376
		\$ -	\$ -	\$ -
	Travel / Transportation	\$ 1,005	\$ 2,010	\$ 3,015
		\$ -	\$ -	\$ -
Subtotal Operational Costs				\$ 23,406
Summary of Staff Wages, Fringe & Operational Costs				\$ 153,240
Indirect Overhead Cost = % of Total Agency Cost 10%				12,984
Total Funding to be Obligated for Program Operation				\$ 166,224

\$

ORIGINAL!

**Independent Contract # 931
COUNTY OF STANISLAUS
Alliance Worknet
AGREEMENT TO PROVIDE
StanWORKs PROGRAM SERVICE
JANUARY 1, 2013 THROUGH JUNE 30, 2014**

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS ("County") and STANISLAUS LITERACY CENTER ("Contractor"), a **Non-Profit Organization** on January 1, 2013.

RECITALS

This Agreement is let in accordance with the Federal Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) enacted by HR3437 re-authorizing Welfare to Work (WTW) in the form of Temporary Assistance to Needy Families (TANF) and other funding. The California State Welfare and Institutions Code (sections 12300, et sequitur), under Title XX of the Social Security Act, authorized California Department of Social Services (CDSS) to conduct state TANF programs. The California Work Opportunity and Responsibility to Kids Act (CalWorks), enacted by AB 1542, uses the California state Manual of Policy and Procedures to administer the state's TANF funding

WHEREAS, the Stanislaus County Community Services Agency (CSA) is responsible for administering the Stanislaus County CalWorks Program known as StanWORKS Welfare to Work;

WHEREAS, ALLIANCE WORKNET (AW) has agreed with CSA to administer Workforce Development activities in support of the AW Welfare to Work program;

WHEREAS, AW intends to subcontract related StanWORKS Welfare-to-Work activities;

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 shall 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 shall 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 Agreement is 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 thirty (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 shall constitute County's intention to terminate this Agreement in the event corrections are not accomplished within thirty (30) days.
- 3.6 This Agreement 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 Agreement, County may terminate the Agreement immediately:
 - A. Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services; or,
 - 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 Agreement 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 shall 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 shall 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 Agreement, 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 shall comply with such provisions before commencing the performance of the work of this Agreement.

- 7.2 Any deductibles, self-insured retentions or named insured 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 insured, 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 shall be responsible for and pay any self-insured retention or deductible and shall 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 insured 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 insured 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.
- 7.12 If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor agrees to maintain the required insurance coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. Contractor may maintain the required post agreement coverage by renewal of purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

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.
- 8.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:
- 8.4.1 Contractor shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Contractor or its subcontractors;
- 8.4.2 No provision of this Agreement shall be interpreted to permit or obligate Contractor to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and
- 8.4.3 At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Contractor.

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 services are 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 Agreement as required by State law. County may appoint an independent public accountant.
- 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. Further, entities receiving in excess of \$500,000 in Federal funds must comply with the Single Audit Act of 1984, PL 98-502 and the Single Audit Amendments of 1996, P.L. 104-156. 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-133 as this applies to the auditing of states, local governments, institutions of higher education and non-profit.
- 10.8 The annual audit requirement is replaced with a biennial audit covering the most recent fiscal year if all of the following apply:
- A. The total County Agreement expenditures, from all funding sources, during the fiscal year, are less than \$100,000
 - B. The Contractor is in compliance with all other Agreement requirements
 - C. An audit was performed on one of the preceding two years in accordance with Government Auditing Standards and a copy of the report and any management letter has been submitted to County
 - 1) The auditor's opinion on the financial statement and the schedule of federal awards (if applicable) were unqualified
 - 2) There were no deficiencies in internal control over financial reporting that were identified as material weaknesses under the requirements of Government Auditing Standards
 - 3) None of the state or federal programs had audit findings in the preceding year that were classified as:
 - a. Material weaknesses in the internal control over compliance
 - b. Noncompliance with the provisions of laws, regulations, contracts, or grant agreements that had a material effect on the program
 - c. Known or likely questioned costs
 - D. The audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.

- 10.9 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.
- 10.10 Expenses incurred by Contractor to provide for the performance of an audit to satisfy said requirements are an allowable Agreement cost. Contractor is responsible for ensuring that the appropriate portion of audit costs are included with its total executed Agreement funds.
- 10.11 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:

- 11.1 Any and all information pertaining to the administration of public social services, for which grants in aid are received shall be confidential and will not be open to examination for any purpose not directly connected with the administration of public social services.
- 11.2 No person shall publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.
- 11.3 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.
- 11.4 Contractor, as an agent of Stanislaus County, shall be in compliance with the privacy and security safeguards agreement titled Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the County of Stanislaus, Community Services Agency located at <http://www.stanworks.com/other-services/medi-cal-data-privacy-and-security-agreement.pdf>.

12. NON-DISCRIMINATION

- 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 disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. 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 non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

- 12.2 Contractor shall include the non-discrimination 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: Stanislaus County Alliance Worknet
 Attention: Paul Rodgers
 PO Box 3389
 Modesto, CA 95353-3389

To Contractor: **Stanislaus Literacy Center**
 Attention: Karen Williams
 1032 11th Street
 Modesto, CA 95354

16. CONFLICTS

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

17. SEVERABILITY

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

18. AMENDMENT

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

19. ADVICE OF ATTORNEY

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

20. CONSTRUCTION

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

21. GOVERNING LAW AND VENUE

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

22. GENERAL ACCOUNTABILITY

22.1 In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency.

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

22.3 Additional costs to County for maintaining any portion of the Agreement 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 shall abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Contractor shall also abide by specific codes of ethics prescribed by the professional organizations which set standards for their profession.
- **Quality of Service:** Employees of Contractor shall 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 shall conduct all activities with respect and courtesy for participants.
- **Propriety:** Employees of Contractor shall not make use of their position or relationship with clients for personal gain.
- **Positive Representation:** Employees of Contractor shall 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 Agreement 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 provide services under this Agreement, 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 Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1 through 11165.6. 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 shall comply with the provisions of the code section.

27. MATCHING FUNDS

These funds are not available for matching unless certified by County.

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

28.1 County and Contractor recognize that Federal assistance funds shall be used under the terms of this Agreement. For purposes of this paragraph, Contractor shall 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 shall 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.

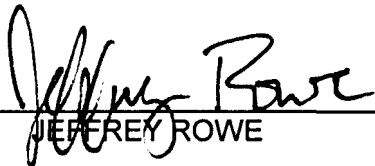
F. The certification in paragraph 28 of this Agreement is a material representation of fact upon which reliance was placed by County when this transaction was entered into.

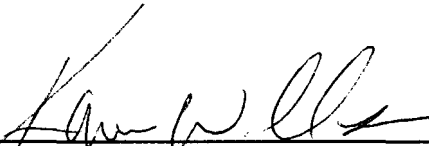
This Agreement has been signed by the parties or their duly authorized representatives to become effective as of the date referenced on the first page.

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

COUNTY OF STANISLAUS

STANISLAUS LITERACY CENTER

By: 
JEFFREY ROWE

By: 
KAREN WILLIAMS

Title: Director, Alliance Worknet

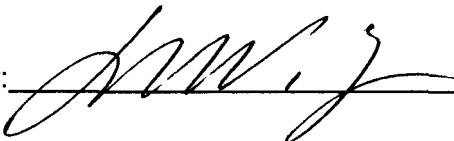
Title: Executive Director

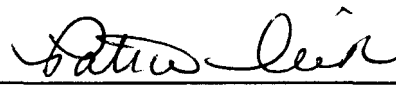
Dated: 12/28/12

Dated: _____

**APPROVED AS TO FORM:
COUNTY COUNSEL
JOHN P. DOERING**

**APPROVED AS TO CONTENT:
COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY**

By: 

By: 

Title: Deputy County Counsel

Title: Patricia Deen Director

Dated: 12/19/12

Dated: 12/21/12

ORIGINAL

**Stanislaus Literacy Center
AGREEMENT TO PROVIDE
StanWORKS PROGRAM SERVICE
JANUARY 1, 2013 THROUGH JUNE 30, 2014**

I. SCOPE OF WORK:

1. CONTRACTOR shall provide:

- A. GED preparation, Spanish GED preparation, Basic Education assistance and limited Vocational English as Second Language (VESL) services as generally described in Exhibit B. The number customers served shall be approximately 815 based on referrals from AW and may be adjusted by mutual agreement, depending on program developments throughout the term of the contract. Stanislaus Literacy Center (SLC) shall provide the following services for GED Preparation, VESL, and basic education to StanWorks customers:**
1. Testing and assessment of StanWORKS customers in order to determine their individual functional educational level and educational needs.
 2. Case Management to assist in counseling and placement into an appropriate SLC program that will meet their educational needs and goals. SLC Case Managers shall develop tutoring sites and tutors in outlying areas as necessary.
 3. A reading specialist to assess, on a case-by-case basis, individual reading disabilities and formulate strategies for improvement in students exhibiting special learning problems.
 4. A copy of the individual customers' Literacy Case Plan shall be given to the CSA Case Manager for review and inclusion in the official CSA case file.
 5. Qualified instructors and instructional aids shall be on-site at each venue in which SLC provides GED/VESL and basic education instruction.
 6. Literacy materials as needed for achievement of educational goals of each individual.
 7. Referral and coordination of customers that are in need of GED testing to the appropriate GED testing facility in Stanislaus County.
- B. Consideration and coordination with AW to respond to customer requests for change of service venue;**
- C. Follow up or re-engagement services to encourage customer program participation as directed by AW staff.**

2. COORDINATION AND DOCUMENTATION OF SERVICES

- A. CONTRACTOR shall record all program services provided to customers under this contract using the procedures established in discussion with CSA.**
- B. CONTRACTOR must maintain any program files, electronic database entries, and if available, AW DETNET database entries, as needed to administer the contract.**
- C. CONTRACTOR will coordinate customer activities with AW staff via phone, e-mail, or fax.**
- D. CONTRACTOR will notify AW and/or CSA of service, outcomes or change in status as soon as practical – but within five working days.**

3. TERM OF AGREEMENT

This Agreement shall be effective January 1, 2013, through June 30, 2014.

4. FINANCIAL REPORTING

CONTRACTOR will provide summary of program expenses, the total number of clients served during the month (see Exhibits C and D for additional information and instructions).

5. CUSTOMER SATISFACTION AND GRIEVANCE

CONTRACTOR must provide clients the opportunity to express their views, grievances, and complaints. CONTRACTORS may use established AW procedures to meet this requirement.

6. PROGRAM COMPLIANCE

- A. AW shall review program area setups and determine if space and staffing requirements to meet projected customer flow are appropriate.
- B. CONTRACTOR will prepare facilities to safely accommodate projected customer flow, based on service type as defined in Exhibit B.
- C. All services must be provided in a safe and healthy environment.

7. COST:

This is a cost reimbursement Agreement. Contractor shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT D, which is hereby incorporated by reference and made a part hereof, or as the budget is thereafter amended or obligated. The maximum amount of this Agreement for the period January 1, 2013, through June 30, 2014, shall not exceed \$803,617.00.

- A. Due to the nature of the fiscal year end occurring twice during the cycle of this agreement, the allowable expenses shall be divided into two budget patterns as described in Exhibit D-1 and Exhibit D-2
 - 1. Expenses shown in Exhibit D-1 shall not exceed \$273,939.00 for the contract period ranging from 01/01/2013 to 06/30/2013.
 - 2. Expenses shown in Exhibit D-2 shall not exceed \$529,678.00 for the contract period ranging from 07/01/2013 to 06/30/2014.
 - 3. As this is a cash basis agreement, any funds remaining under Exhibit D-1 at the end of the Exhibit D-1 fiscal year period will **not** be carried over to Exhibit D-2.
- B. Contractor shall make no charge to the recipient and shall collect no share of cost.
- C. Contractor agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Contractor costs, both indirect and direct, relative to this Agreement.
- D. 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 Agreement/program. County reserves the right to physically reclaim any/all such property at the conclusion of the Agreement in accordance with 45 Code of Federal Regulations, Part 74, Administration of Grants.
- E. 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

8. ATTENDANCE AND PROGRESS REPORTS:

- A. CONTRACTOR shall submit attendance reports detailing the hours of participation for each customer in the form or template specified by COUNTY on a weekly basis.
- B. Progress reports shall be submitted on a monthly basis or more frequently, as needed, to verify customer participation in WTW program activities.

DEFINITIONS OF PROGRAM COMPONENTS AND ACTIVITIES

1. Job Search and Job Readiness Assistance

- Up to 35 hours per week
- Cannot exceed 4 consecutive or 12 total weeks per year

Job Search is defined as the act of seeking or obtaining employment. Job Readiness Assistance is preparation to seek or obtain employment, including life skills training, substance abuse treatment, mental health treatment, domestic abuse services or rehabilitation activities for those who are otherwise employable. Substance abuse treatment, mental health treatment and rehabilitation activities must be determined to be necessary and certified by a qualified medical or mental health professional. Job Search and Job Readiness Assistance activities must be supervised by a responsible party on an ongoing basis no less frequently than daily. Job Search is a WTW activity in which the customer's principal activity is to seek employment. In addition, job search includes looking for suitable openings, making contact with potential employers, applying for vacancies, and interviewing for jobs.

Job Readiness Assistance means a WTW activity that provides the customer with training to learn basic job seeking and interviewing skills, to understand employer expectations, and to learn skills designed to enhance an individual's capacity to move toward unsubsidized employment.

Contractors should focus on serving populations with special needs or barriers to employment. While these program services cannot include mental health treatment, domestic abuse or rehabilitation activities, it is important that referral and access to such programs be considered in the contractors concept. Activities for customers served by Job Search and Job Readiness programs should consider or include the following:

- Preparing an individual to obtain and retain employment
- Teaching job search techniques
- Interviewing skills
- Resume writing
- Networking
- Job placement assistance
- Supervised job search
- Life skills techniques
- Instruction in work place expectations
- Assessments of skills and knowledge gaps related to obtaining and retaining employment
- Referral to appropriate community based organizations

2. Community Service Program

- Up to 40 hours per week

The Community Service Program (CSP) is designed to allow CalWORKs customers to do work for the direct benefit of the community under the auspices of public or nonprofit organizations. Alliance Worknet will coordinate CSP placements with awardees under this RFP.

CSP placements are limited to projects that serve a useful community purpose in fields such as health, social services, environmental protection, education, urban and rural development, welfare, recreation, public facilities management, public safety and child care. CSP is designed to improve the employability of customers not otherwise able to obtain employment, and must be supervised on an ongoing basis no less frequently than daily. Daily supervision is determined appropriate and provided by the training or service provider at the same level as other trainees. Appropriate Community Service Program assignments must take into account prior training, skills and work experience to the extent possible.

DEFINITIONS OF PROGRAM COMPONENTS AND ACTIVITIES

Customers in CSP component receive up to 40 hours per week of work experience in public or private nonprofit agencies around Stanislaus County. These agencies enter into agreements with Alliance Worknet, provide site supervisors to oversee the development of program participants and provide them with basic job skills that can lead to employment while meeting a community need. This program does not offer work experience in the private sector.

3. Subsidized Employment

- Up to 40 hours per week

The Subsidized Employment Program provides local business, public or non-profit agencies a direct subsidy from CalWORKs or other public funds to offset some or all of the wages and costs of employing a WTW customer. The program goal is to allow customers to obtain new skills or enhance existing skills to lead to unsubsidized employment. As for the Community Service Program, this RFP does not solicit program operators of the Subsidized Employment Program. However, coordination with and transition to this program are desirable characteristics for proposers in the four solicited program areas.

Generally, customers participating in the Subsidized Employment Program will obtain work readiness skills such as attendance, punctuality, teamwork, attitude, business ethics, work quality, accepting work instruction, job search strategies, placement consultation, resume updates, interview coaching and job retention services. Customers should receive positive reinforcement and recognition as they accomplish tasks and learn new skills on the work site. Work Site Supervisors are to encourage and maintain a supportive atmosphere for learning.

Subsidized Employment allows a public or private entity to assist in the placement of WTW customers in subsidized employment. Contractors who are awarded funding to operate a Subsidized Employment program will receive a subsidy for wages to employ WTW customers. Subsidized Employment is temporary in nature as the subsidy is for a time limited period. Subsidized Employment is to assist the customer in gaining skills necessary to obtain and retain full time unsubsidized employment. The intent of Subsidized Employment is to engage or re-engage customers into the workforce.

4. Bridging Activities

- Minimum 12 hours/week for one-parent Families and 15 hours/week for two-parent Families

Bridging Activities may include both soft skills and technical skills to assist in obtaining and retaining employment. Bridging Activities should be temporary or transitional in nature to prepare the customer to enter the workforce. Bridging Activities are to be designed to allow customers to enter at many different skill or education levels. They should allow for customers who are currently engaged in part time employment, full time employment, educational activities or other WTW activities. Bridging Activities should be designed to provide customers an opportunity to obtain skills leading to employment, advancement in employment and retention of employment.

Bridging Activities may include interpersonal communications, conflict resolution, life skills, family stability and preservation, work maturity, time management, goal setting, problem solving, building self-esteem, dressing professionally, team building, balancing priorities, managing change, getting and keeping a job. Bridging Activities should be open entry/open exit to create the greatest opportunity for customers to maximize bridging services while employed or co-enrolled in vocational training or other WTW activities or between WTW activities. The intent of Bridging Activities is to develop skills that will lead to increased skills, wages, benefits and career opportunities. A web-based or on-line delivery format is strongly encouraged as a component of this activity.

DEFINITIONS OF PROGRAM COMPONENTS AND ACTIVITIES

5. General Educational Development (GED) Activities

- Activity to help CalWORKs customers pass the GED test

Services shall be directed to customers needing additional skill development in order to succeed in their Welfare-to-Work activities. Customers should receive assessment, testing, reading classes, English as a Second Language (ESL) classes, math tutoring, literacy materials and instructional aides. Customers should be assessed for reading disabilities and develop strategies for improvement in customers exhibiting special learning problems on a case by case basis. Provide computer lab time for pre-GED education with instructional aides. Reading, math and ESL classes and GED labs should be provided at locations throughout the county.

6. Vocational English as Second Language (VESL) Activities

- Minimum of 12 hours per week for One-Parent Families and 15 hours per week for Two-Parent Families
- Maximum of 20 hours per week
- activities shall be to assist CalWORKs customers to obtain critical work-related English language skills in order to improve employment opportunities

Vocational English as Second Language (VESL) services provide intensive, immersive Vocational English development in the context of job search and job readiness. These services will enable limited English speakers to develop critical language skills while building practical vocational skills that lead to employment. Service providers should offer flexibility in scheduling and must be coordinated with other programs and services to ensure meeting participation requirements.

***Note – CSA and AW envision that VESL and CSP program activities will be coordinated to provide customers the opportunity to achieve the up to 40 hours per week participation requirements.**

1. This is a Cost-Reimbursement contract. This will require submission of cost or price data as directed by AW and conforming to allowable cost constraints described below.
2. Allowable costs charged to this program must conform to OMB Circular A-87, A Guide for State and Local Government Agencies, 2 CFR, Part 225, and OMB Circular A-122, at 2 CFR Part 230. All indirect charges including: administrative or allocated costs, rent, other related space costs for the CONTRACTOR locations, direct telephone services, and all general operating costs will be allocated and separately recorded to the AW Welfare to Work Contract based on time studies (provided or approved by AW) and/or other acceptable cost allocation methods (sq. footage, enrollments).
3. CONTRACTOR may charge this budget unit for Accounting staff time based on the same ratio of FRC time studies as described above. Director's Salary and other Administrative Costs are to be based on staff time studies. CONTRACTOR must ensure that the cost allocation methodology and resulting charges to AW Welfare to Work are in accordance with OASC 10 - The Guide for State & Local Agencies - Cost Principles and Procedures for Establishing Cost Allocation Plans and Indirect Cost Rates for Grants and Contracts with the Federal Government.
4. The final Contract Budget is described in Exhibit D. CONTRACTOR charges to the Agreement Budget will not be held to individual line items.
5. Invoicing: CONTRACTOR shall accumulate and report AW WTW expenses in accordance with the information requirements specified in Exhibit D - Contract Budget. Though not anticipated, should additional funding become available for this Agreement, AW will notify CONTRACTOR either to await a budget adjustment from AW or to have the CONTRACTOR present an invoice for funds expensed in excess of the original fixed-price budget. AW shall provide invoice format. Invoices shall be submitted to the Alliance Worknet FACT unit by e-mail to FACT@stanalliance.com or by US mail or another recognized delivery agent to:

Alliance Worknet
 ATTN: FACT Unit
 PO Box 3389
 Modesto, CA 95353-3389

6. Payments: This contract is operated on a CASH BASIS. If the conditions set forth in this Agreement are met, AW shall reimburse CONTRACTOR monthly. Invoices must arrive timely, by the tenth (10th) day of each month, for charges accrued in the preceding month. AW is not responsible for, and will not honor, invoices received more than 30 days after termination date for this Agreement.
 - A. Monthly Reports: By the 10th day of the month (e.g. August) following the month for which payment was made (e.g. July), CONTRACTOR will provide back-up documentation showing all actual expenses for the program. CONTRACTOR shall submit Monthly Reports, receipts copies of staff Time studies, etc. as requested by AW. If any required conditions are not met, **AW** may hold payment until receiving G/L-P/L report.
 - B. Disputed Claims: AW retains the right to withhold payment on disputed claims.
 - C. Rush Payment: CONTRACTOR can request rushed payment in extraordinary circumstances. AW may give approval on a case-by-case basis.
7. Final Payment: Under this Agreement, final payment may be held until a termination of audits is completed. Funding Change: If CSA, AW or CONTRACTOR funding changes and interferes with execution of this Agreement, the first party aware of the changes and their impact shall immediately notify the other. AW and CONTRACTOR shall then determine if this Agreement shall be maintained, modified, or terminated. Notification shall be made to the contact person noted on the signature page of this agreement.

8. **Withhold of Payment Policy:** AW may suspend or terminate this Agreement and/or temporarily withhold payment if CONTRACTOR is in default of performance or any type of breach of this Agreement. In case of Agreement suspension, AW may resume payment after AW determines that conditions that halted payment have been corrected.
9. **Reimbursement for Budgeted Expenses:** CONTRACTOR shall be reimbursed for services and benefits according to the provisions of Exhibit D, Contract Budget. Should allowable expenses and/or fees be incurred, but are unable to be reimbursed due to lack of remaining budget funds, those expenses and/or fees will be treated as CONTRACTOR in-kind contributions.
10. **Budget Modification:** AW may initiate budget modification requests according to applicable AW Policy or other deemed necessity to comply with deobligation decisions and/or carryover of available funding.
11. **Financial Management:** CONTRACTOR shall maintain accurate, current and complete records and maintain an effective financial management system. CONTRACTOR shall provide AW with monthly project or program income and outlay (including in-kind contribution) records as required by AW policy. All CONTRACTOR expenditures must be paid for not later than the 14th of June of the contract year. In order for AW to process final payment or reimbursement to CONTRACTOR, all monthly report documentation must be received not later than the last full workweek of July of the contract year.
12. **General Audit Rights And Requirements**
 - A. Non-Federal entities that expend federal awards under more than one federal program must have a single audit. Fiscal years ending on or after 1/1/04 have a Federal expenditure threshold of \$500K. All governmental and non-profit organizations must follow the audit requirements of OMB Circular A-133. In the event it meets the \$500K threshold, CONTRACTOR will request their audit agency to add ALLIANCE WORKNET to list of recipients scheduled to receive original audit reports distributed by the audit agency. CONTRACTOR is obligated to provide AW with appropriate original of the audit report package should the audit agency fail to submit an original directly and it should contain:
 1. Financial Statements, including Balance Sheet, Profit & Loss Statement, Cash Flow Statement, Schedule of Federal Awards by Catalog of Federal Domestic Assistance (CFDA) number or a "Note" to indicate the source of program funding.
 2. A report (opinion) on the financial statements taken as a whole.
 3. A report (opinion) on compliance, including findings and agency comments.
 4. A report (opinion) on internal controls, including findings and agency comments.
 5. A schedule of questioned costs. If none, the Schedule should say "None."
 6. Summary schedule of prior and current audit findings (if applicable)
 7. Auditor's report of Findings including Corrective Action Plans, and
 8. Any management letters issued by the auditor.
 - B. **Fiscal Yearend Audit.** AW will determine and specify in writing to CONTRACTOR should CONTRACTOR be required to provide a program-specific audit prior to contract closeout. AW will notify CONTRACTOR not later than 30 days prior to the contract fiscal yearend.
 - C. **Audit Reporting.** In the event a fiscal yearend audit is required, SUBCONTRACTOR will inform the independent auditor to submit their report directly to AW within the earlier of 30 days after completion of the audit and submission of auditor's report(s) to CONTRACTOR, or nine months after the end of the audit period. The independent auditor will submit audit report(s) to:

ALLIANCE WORKNET
 Attn: Manager, Welfare to Work Division
 P. O. Box 3389
 Modesto, CA 95353-3389

Stanislaus County - Alliance Worknet - WtW Budget Summary

EXHIBIT D

Agency	Stanislaus Literacy Center
Program	Welfare to Work Ed'l Svcs
Period	1/1/13 - 8/30/14

Agreement No.:	931
Funding Title(s):	WtW
Funding PYs	2012-14

Legal Status	CBO
Type	Cost Reimbursement
Award	\$803,617

Agency hrs per wk	40.0	# Mo.'s in Program	18
Avg. Hrs Per Mo.	173.32	Staff Hours per Yr	3120

AGENCY PERSONNEL COSTS

Agency GL Number	POSITION/TITLE: List each Job Title on separate line Provide CAP if any % staff	Name of staff	D-1 Total 6/30/13	1/1/13 -	D-2 Total 7/01/13-6/30/14	Total Staff Wages	
	Literacy Director	Kara Washington	\$ 5,011		\$ 9,997	\$ 15,008	
	Business Manager	Bonnie Enriquez	\$ 5,824		\$ 11,623	\$ 17,447	
	Casas Coord	Lori Dostie	\$ 2,898		\$ 5,796	\$ 8,694	
	LC Admin Asst	Rachel Valenzuela	\$ 7,218		\$ 14,449	\$ 21,667	
	LC Inst Aide	Elaine Cooke	\$ 1,863		\$ 3,717	\$ 5,580	
	LC Inst Aide	Kristina Harriman	\$ 1,862		\$ 3,715	\$ 5,577	
	LC Inst Aide	Susanna Holson	\$ 1,782		\$ 3,555	\$ 5,337	
	LC GED Inst	Scott McLeod	\$ 7,754		\$ 15,487	\$ 23,241	
	LC Asst Director	Melina Soomalan	\$ 5,920		\$ 11,856	\$ 17,776	
	Workshop Teacher	TBD	\$ 6,552		\$ 13,104	\$ 19,656	
	Transition Specialist	TBD	\$ 4,368		\$ 8,736	\$ 13,104	
		Joel Vilanova	\$ 10,832		\$ 21,664	\$ 32,496	
		Lynn Sanchez	\$ 884		\$ 1,768	\$ 2,652	
		Ray Vazira	\$ 2,028		\$ 4,056	\$ 6,084	
		Jean Simmons	\$ 7,280		\$ 14,560	\$ 21,840	
		Kenneth White	\$ 5,070		\$ 10,140	\$ 15,210	
		Sandra Fabrocini	\$ 7,280		\$ 14,560	\$ 21,840	
	GED Instructor	TBD	\$ 4,242		\$ 14,560	\$ 18,802	
	Assistant GED Teacher	TBD	\$ 2,964		\$ 10,140	\$ 13,104	
		Michael Holson	\$ 3,510		\$ 7,020	\$ 10,530	
		Margarita Hurtado DeNavas	\$ 1,960		\$ 3,920	\$ 5,880	
	GED Instructional Aide	TBD	\$ 1,116		\$ 2,244	\$ 3,360	
	VESL Instructor	TBD	\$ 6,300		\$ 12,600	\$ 18,900	
	VESL Instructional Aide	TBD	\$ 3,360		\$ 6,720	\$ 10,080	
	ABE Instructor	TBD	\$ 12,138		\$ 29,120	\$ 41,258	
	GED Instructor	TBD	\$ 12,138		\$ 29,120	\$ 41,258	
	Assistant GED Teacher	TBD	\$ 8,450		\$ 20,280	\$ 28,730	
	Instructional Aide	TBD	\$ 7,800		\$ 18,720	\$ 26,520	
Note: Estimate any overtime separately from normal wage.						Total Staff Salaries	\$ 471,631
27.4%	= Avg. Fringe Rate		28	Total Staff Fringe Benefits (Details below)		\$ 129,448	
		Number staff for pgm = *	Total Staff Salaries and Fringe Benefits		\$ 601,079		

* FTE = Full Time Equivalent

Agency GL Number	STAFF FRINGE BENEFITS	D-1 Total 6/30/13	1/1/13 -	D-2 Total 7/01/13-6/30/14	Staff Fringe Cost
	Retirement - (A)				\$ -
	Retirement - (B)				\$ -
	Retirement - Others				\$ -
7340	OASDHI - (FICA)	\$ 9,201		\$ 20,040	\$ 29,241
7345	Medicare	\$ 2,152		\$ 4,687	\$ 6,839
7200	Health & Welfare Insurance (A)	\$ 23,754		\$ 47,508	\$ 71,262
	Health & Welfare Insurance (B)				\$ -
	Health & Welfare Insurance (C)				\$ -
	Health & Welfare Insurance (D)				\$ -
7350/7355	Other Taxes	\$ 3,487		\$ 7,596	\$ 11,083
	LTD				\$ -
	or SUI = * annual wage				\$ -
7500	Workers Comp - Bonnie E	\$ 56		\$ 112	\$ 168
	Workers Comp - all others	\$ 3,408		\$ 7,447	\$ 10,855
Est. Fringe Rate charged		27.4%	Total Staff Fringe Benefits		\$ 129,448

OPERATIONAL COSTS

Agency GL Number	Description	D-1 Total 6/30/13	1/1/13 -	D-2 Total 7/01/13-6/30/14	Total Operating Expenses
	Audit	\$ 425.00		\$ 850.00	\$ 1,275
	Dues & Fees	\$ 25.00		\$ -	\$ 25
	Printing	\$ 25.00		\$ -	\$ 25
8440	Telephone	\$ 582.00		\$ 1,165.00	\$ 1,747
8320	Office/Computer Supplies	\$ 1,092.00		\$ 2,183.00	\$ 3,275
	Postage	\$ 17.00		\$ 33.00	\$ 50
8080	Copier	\$ 263.00		\$ 527.00	\$ 790
8400	Rent/Bldg Expense	\$ 17,842.00		\$ 35,683.00	\$ 53,525
8460	Utilities	\$ 2,163.00		\$ 4,327.00	\$ 6,490
	Janitorial and Maintenance	\$ 1,467.00		\$ 2,933.00	\$ 4,400
	Computer Maintenance/Purchase	\$ 917.00		\$ 1,833.00	\$ 2,750
	Insurance	\$ 200.00		\$ 400.00	\$ 600
	Travel / Transportation	\$ 483.00		\$ 965.00	\$ 1,448
	Curriculum	\$ 11,583.00		\$ 23,167.00	\$ 34,750
	Incentives	\$ 1,967.00		\$ 3,933.00	\$ 5,900
	Equipment	\$ 25,380.00		\$ -	\$ 25,380
Subtotal Operational Costs					\$ 142,430
Summary of Staff Wages, Fringe & Operational Costs					\$ 743,509
Indirect Overhead Cost = % of Total Agency Cost					10% \$ 60,108
Total Funding to be Obligated for Program Operation					\$ 803,617

ORIGINAL

**Independent Contract # 929
COUNTY OF STANISLAUS
Alliance Worknet
AGREEMENT TO PROVIDE
StanWORKs PROGRAM SERVICE
JANUARY 1, 2013 THROUGH JUNE 30, 2014**

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS ("County") and **GOODWILL INDUSTRIES OF SAN JOAQUIN VALLEY, INC.**("Contractor"), a **Non-Profit Organization** on January 1, 2013.

RECITALS

This Agreement is let in accordance with the Federal Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) enacted by HR3437 re-authorizing Welfare to Work (WTW) in the form of Temporary Assistance to Needy Families (TANF) and other funding. The California State Welfare and Institutions Code (sections 12300, et sequitur), under Title XX of the Social Security Act, authorized California Department of Social Services (CDSS) to conduct state TANF programs. The California Work Opportunity and Responsibility to Kids Act (CalWorks), enacted by AB 1542, uses the California state Manual of Policy and Procedures to administer the state's TANF funding

WHEREAS, the Stanislaus County Community Services Agency (CSA) is responsible for administering the Stanislaus County CalWorks Program known as StanWORKS Welfare to Work;

WHEREAS, ALLIANCE WORKNET (AW) has agreed with CSA to administer Workforce Development activities in support of the AW Welfare to Work program;

WHEREAS, AW intends to subcontract related StanWORKS Welfare-to-Work activities;

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 shall 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 shall 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 Agreement is 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 thirty (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 shall constitute County's intention to terminate this Agreement in the event corrections are not accomplished within thirty (30) days.
- 3.6 This Agreement 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 Agreement, County may terminate the Agreement immediately:
- A. Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services; or,
 - 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 Agreement 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 shall 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 shall 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 Agreement, 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 shall comply with such provisions before commencing the performance of the work of this Agreement.

- 7.2 Any deductibles, self-insured retentions or named insured 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 insured, 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 shall be responsible for and pay any self-insured retention or deductible and shall 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 insured 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 insured 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.
- 7.12 If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor agrees to maintain the required insurance coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. Contractor may maintain the required post agreement coverage by renewal of purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

8 DEFENSE AND INDEMNIFICATION

- 8.9 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.

- 8.10 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.
- 8.11 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.
- 8.12 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:
- 8.12.1 Contractor shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Contractor or its subcontractors;
- 8.12.2 No provision of this Agreement shall be interpreted to permit or obligate Contractor to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and
- 8.12.3 At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Contractor.

9 STATUS OF CONTRACTOR

- 9.9 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.
- 9.10 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.

- 9.11 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 services are 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.
- 9.12 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.
- 9.13 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.
- 9.14 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.
- 9.15 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

- 10.9 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.
- 10.10 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.

- 10.11 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.
- 10.12 County shall have the right to audit all billings and records of the Contractor related to this Agreement as required by State law. County may appoint an independent public accountant.
- 10.13 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.
- 10.14 Monitoring by County may be accomplished by the following means: field reviews, audit claims, monthly review of records, etc.
- 10.15 Contractor shall be responsible for the procurement and performance of a fiscal and compliance audit annually. Further, entities receiving in excess of \$500,000 in Federal funds must comply with the Single Audit Act of 1984, PL 98-502 and the Single Audit Amendments of 1996, P.L. 104-156. 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-133 as this applies to the auditing of states, local governments, institutions of higher education and non-profit.
- 10.16 The annual audit requirement is replaced with a biennial audit covering the most recent fiscal year if all of the following apply:
- A. The total County Agreement expenditures, from all funding sources, during the fiscal year, are less than \$100,000
 - B. The Contractor is in compliance with all other Agreement requirements
 - C. An audit was performed on one of the preceding two years in accordance with Government Auditing Standards and a copy of the report and any management letter has been submitted to County
 - 1) The auditor's opinion on the financial statement and the schedule of federal awards (if applicable) were unqualified
 - 2) There were no deficiencies in internal control over financial reporting that were identified as material weaknesses under the requirements of Government Auditing Standards

3) None of the state or federal programs had audit findings in the preceding year that were classified as:

- a. Material weaknesses in the internal control over compliance
- b. Noncompliance with the provisions of laws, regulations, contracts, or grant agreements that had a material effect on the program
- c. Known or likely questioned costs

D. The audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.

10.9 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.

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

10.11 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:

11.9 Any and all information pertaining to the administration of public social services, for which grants in aid are received shall be confidential and will not be open to examination for any purpose not directly connected with the administration of public social services.

11.10 No person shall publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.

11.11 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.

11.12 Contractor, as an agent of Stanislaus County, shall be in compliance with the privacy and security safeguards agreement titled Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the County of Stanislaus, Community Services Agency located at <http://www.stanworks.com/other-services/medi-cal-data-privacy-and-security-agreement.pdf>.

12 NON-DISCRIMINATION

- 12.9 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 disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. 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 non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- 12.10 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 12.11 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

- 13.9 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.
- 13.10 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: Stanislaus County Alliance Worknet
Attention: Paul Rodgers
PO Box 3389
Modesto, Ca 95353-3389

To Contractor: **Goodwill Industries of San Joaquin Valley**
Attention: Joan Eader
129 S. Grant Street
Stockton, CA 95202

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

22.9 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.

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

22.11 Additional costs to County for maintaining any portion of the Agreement 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 shall abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Contractor shall also abide by specific codes of ethics prescribed by the professional organizations which set standards for their profession.
- Quality of Service: Employees of Contractor shall 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 shall conduct all activities with respect and courtesy for participants.
- Propriety: Employees of Contractor shall not make use of their position or relationship with Customers for personal gain.
- Positive Representation: Employees of Contractor shall 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 Agreement including those covered by copyright.

26 CONVICTION OF CRIME

26.9 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 provide services under this Agreement, when such information becomes known to Contractor.

26.10 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.

26.11 Contractor shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1 through 11165.6. 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 shall comply with the provisions of the code section.

27 MATCHING FUNDS

These funds are not available for matching unless certified by County.

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

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

28.10 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 shall 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 COMPLIANCE WITH FALSE CLAIMS ACT

- 29.9 Contractor shall notify County immediately upon discovery of any employee of Contractor, any subcontractor, agent or other persons providing services, on behalf of Contractor who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Contractor, any subcontractor, agent or other persons providing services on behalf of Contractor, who is placed on the Medi-Cal Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at www.medi-cal.ca.gov.
- 29.10 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Contractor shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claims Act. Contractor agrees that it has received a copy of the False Health Care Claims Policy approved by the Stanislaus County Board of Supervisors on May 8, 2007 and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor shall adhere to these policies and procedures.

30 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 is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.



ORIGINAL

This Agreement has been signed by the parties or their duly authorized representatives to become effective as of the date referenced on the first page.

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

COUNTY OF STANISLAUS

Goodwill of San Joaquin Valley, Inc.

By: 
JEFFREY ROWE

By: 
David L. Miller

Title: Director, Alliance Worknet

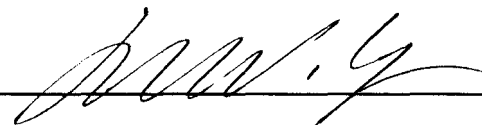
Title: CEO/ President

Dated: 1/3/13

Dated: _____

**APPROVED AS TO FORM:
COUNTY COUNSEL
JOHN P. DOERING**

**APPROVED AS TO CONTENT:
COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY**

By: 

By: 

Title: County Counsel

Title:  Director

Dated: 12/19/12

Dated: 12/21/12

**Goodwill Industries of San Joaquin Valley, Inc.
 AGREEMENT TO PROVIDE
 StanWORKS PROGRAM SERVICE
 JANUARY 1, 2013 THROUGH JUNE 30, 2014**

I. SCOPE OF WORK:

1. CONTRACTOR shall provide:

- A. Bridging Services to Welfare to Work customers as described in Exhibit B. These services shall constitute three individual programs designed to assist program customers to prepare to enter the workforce. Bridges to Success Soft Skills Training consisting of the following coursework:
 - 1. Learning about Business Culture
 - 2. Managing Personal Issues
 - 3. Time Management and Work-life Balance
 - 4. Basic Job Skills
- B. Basic Computer Literacy Technical Training which includes the following modules:
 - 1. Computer Basics
 - 2. Internet 101
 - 3. E-Mail Basics
 - 4. Microsoft Office
- C. WTW Job Readiness Services to incorporate the IEP and current levels of work experience in assisting the customer to develop a routine that will lead to placement in employment.
- D. Services shall be provided to approximately **810** participants at the following locations:
 - 1. Turlock Family Resources Center
 - 2. Downtown Modesto Location
 - 3. North Modesto
- E. Consideration and coordination with AW to respond to customer requests for change of service venue;
- F. Follow up or re-engagement services to encourage customer program participation as directed by AW staff. Goodwill will establish follow-up procedures for customers at placement, 15 day, 30 day, 60 day, and 90- day intervals.

2. COORDINATION AND DOCUMENTATION OF SERVICES

- A. CONTRACTOR shall record all program services provided to customers under this contract using the procedures established in discussion with CSA.
- B. CONTRACTOR must maintain any program files, electronic database entries, and if available, AW DETNET database entries, as needed to administer the contract.
- C. CONTRACTOR will coordinate customer activities with AW staff via phone, e-mail, or fax.
- D. CONTRACTOR will notify AW and/or CSA of service, outcomes or change in status as soon as practical – but within five working days.

3. TERM OF AGREEMENT

This Agreement shall be effective January 1, 2013, through June 30, 2014.

4. FINANCIAL REPORTING

CONTRACTOR will provide summary of program expenses and the total number of Customers served during the month (see Exhibits C and D for additional information and instructions).

5. CUSTOMER SATISFACTION AND GRIEVANCE

CONTRACTOR must provide Customers the opportunity to express their views, grievances, and complaints. CONTRACTORS may use established AW procedures to meet this requirement.

6. PROGRAM COMPLIANCE

- A. AW shall review program area setups and determine if space and staffing requirements to meet projected customer flow are appropriate.
- B. CONTRACTOR will prepare facilities to safely accommodate projected customer flow, based on service type as defined in Exhibit B.
- C. All services must be provided in a safe and healthy environment.

7. COST: This is a cost reimbursement Agreement. Contractor shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT D, which is hereby incorporated by reference and made a part hereof, or as the budget is thereafter amended or obligated. The maximum amount of this Agreement for the period January 1, 2013, through June 30, 2014, shall not exceed \$429,785.00.

- A. Due to the nature of the fiscal year end occurring twice during the cycle of this agreement, the allowable expenses shall be divided into two budget patterns as described in Exhibit D-1 and Exhibit D-2
 - 1. Expenses shown in Exhibit D-1 shall not exceed \$150,772.00 for the contract period ranging from 01/01/2013 to 06/30/2013.
 - 2. Expenses shown in Exhibit D-2 shall not exceed \$279,013.00 for the contract period ranging from 07/01/2013 to 06/30/2014.
 - 3. As this is a cash basis agreement, any funds remaining under Exhibit D-1 at the end of the Exhibit D-1 fiscal year period will **not** be carried over to Exhibit D-2.
- B. Contractor shall make no charge to the recipient and shall collect no share of cost.
- C. Contractor agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Contractor costs, both indirect and direct, relative to this Agreement.
- D. 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 Agreement/program. County reserves the right to physically reclaim any/all such property at the conclusion of the Agreement in accordance with 45 Code of Federal Regulations, Part 74, Administration of Grants.
- E. 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.

8. ATTENDANCE AND PROGRESS REPORTS:

- A. CONTRACTOR shall submit attendance reports detailing the hours of participation for each customer in the form or template specified by COUNTY on a weekly basis.
- B. Progress reports shall be submitted on a monthly basis or more frequently, as needed, to verify customer participation in WTW program activities.

DEFINITIONS OF PROGRAM COMPONENTS AND ACTIVITIES

CONTRACTOR shall provide one or more of the following Welfare-To-Work components and Activities pursuant to activities specified in EXHIBIT A.

1. Job Search and Job Readiness Assistance

- Up to 35 hours per week
- Cannot exceed 4 consecutive or 12 total weeks per year

Job Search is defined as the act of seeking or obtaining employment. Job Readiness Assistance is preparation to seek or obtain employment, including life skills training, substance abuse treatment, mental health treatment, domestic abuse services or rehabilitation activities for those who are otherwise employable. Substance abuse treatment, mental health treatment and rehabilitation activities must be determined to be necessary and certified by a qualified medical or mental health professional. Job Search and Job Readiness Assistance activities must be supervised by a responsible party on an ongoing basis no less frequently than daily. Job Search is a WTW activity in which the customer's principal activity is to seek employment. In addition, job search includes looking for suitable openings, making contact with potential employers, applying for vacancies, and interviewing for jobs.

Job Readiness Assistance means a WTW activity that provides the customer with training to learn basic job seeking and interviewing skills, to understand employer expectations, and to learn skills designed to enhance an individual's capacity to move toward unsubsidized employment.

Contractors should focus on serving populations with special needs or barriers to employment. While these program services cannot include mental health treatment, domestic abuse or rehabilitation activities, it is important that referral and access to such programs be considered in the contractors concept. Activities for customers served by Job Search and Job Readiness programs should consider or include the following:

- Preparing an individual to obtain and retain employment
- Teaching job search techniques
- Interviewing skills
- Resume writing
- Networking
- Job placement assistance
- Supervised job search
- Life skills techniques
- Instruction in work place expectations
- Assessments of skills and knowledge gaps related to obtaining and retaining employment
- Referral to appropriate community based organizations

2. Community Service Program

- Up to 40 hours per week

The Community Service Program (CSP) is designed to allow CalWORKs customers to do work for the direct benefit of the community under the auspices of public or nonprofit organizations. Alliance Worknet will coordinate CSP placements with awardees under this program.

CSP placements are limited to projects that serve a useful community purpose in fields such as health, social services, environmental protection, education, urban and rural development, welfare, recreation, public facilities management, public safety and child care. CSP is designed to improve the employability of customers not otherwise able to obtain employment, and must be supervised on an ongoing basis no less frequently than daily. Daily supervision is determined appropriate and provided by the training or service provider at the same level as other trainees. Appropriate Community Service Program assignments must take into account prior training, skills and work experience to the extent possible.

DEFINITIONS OF PROGRAM COMPONENTS AND ACTIVITIES

Customers in CSP component receive up to 40 hours per week of work experience in public or private nonprofit agencies around Stanislaus County. These agencies enter into agreements with Alliance Worknet, provide site supervisors to oversee the development of program participants and provide them with basic job skills that can lead to employment while meeting a community need. This program does not offer work experience in the private sector.

3. Subsidized Employment

- Up to 40 hours per week

The Subsidized Employment Program provides local business, public or non-profit agencies a direct subsidy from CalWORKs or other public funds to offset some or all of the wages and costs of employing a WTW customer. The program goal is to allow customers to obtain new skills or enhance existing skills to lead to unsubsidized employment. As for the Community Service Program, this RFP does not solicit program operators of the Subsidized Employment Program. However, coordination with and transition to this program are desirable characteristics for proposers in the four solicited program areas.

Generally, customers participating in the Subsidized Employment Program will obtain work readiness skills such as attendance, punctuality, teamwork, attitude, business ethics, work quality, accepting work instruction, job search strategies, placement consultation, resume updates, interview coaching and job retention services. Customers should receive positive reinforcement and recognition as they accomplish tasks and learn new skills on the work site. Work Site Supervisors are to encourage and maintain a supportive atmosphere for learning.

Subsidized Employment allows a public or private entity to assist in the placement of WTW customers in subsidized employment. Contractors who are awarded funding to operate a Subsidized Employment program will receive a subsidy for wages to employ WTW customers. Subsidized Employment is temporary in nature as the subsidy is for a time limited period. Subsidized Employment is to assist the customer in gaining skills necessary to obtain and retain full time unsubsidized employment. The intent of Subsidized Employment is to engage or re-engage customers into the workforce.

4. Bridging Activities

- Minimum 12 hours/week for one-parent Families and 15 hours/week for two-parent Families

Bridging Activities may include both soft skills and technical skills to assist in obtaining and retaining employment. Bridging Activities should be temporary or transitional in nature to prepare the customer to enter the workforce. Bridging Activities are to be designed to allow customers to enter at many different skill or education levels. They should allow for customers who are currently engaged in part time employment, full time employment, educational activities or other WTW activities. Bridging Activities should be designed to provide customers an opportunity to obtain skills leading to employment, advancement in employment and retention of employment.

Bridging Activities may include interpersonal communications, conflict resolution, life skills, family stability and preservation, work maturity, time management, goal setting, problem solving, building self-esteem, dressing professionally, team building, balancing priorities, managing change, getting and keeping a job. Bridging Activities should be open entry/open exit to create the greatest opportunity for customers to maximize bridging services while employed or co-enrolled in vocational training or other WTW activities or between WTW activities. The intent of Bridging Activities is to develop skills that will lead to increased skills, wages, benefits and career opportunities. A web-based or on-line delivery format is strongly encouraged as a component of this activity.

DEFINITIONS OF PROGRAM COMPONENTS AND ACTIVITIES

5. General Educational Development (GED) Activities

Services shall be directed to customers needing additional skill development in order to succeed in their Welfare-to-Work activities. Customers should receive assessment, testing, reading classes, English as a Second Language (ESL) classes, math tutoring, literacy materials and instructional aides. Customers should be assessed for reading disabilities and develop strategies for improvement in customers exhibiting special learning problems on a case by case basis. Provide computer lab time for pre-GED education with instructional aides. Reading, math and ESL classes and GED labs should be provided at locations throughout the county.

6. Vocational English as Second Language (VESL) Activities

- Minimum of 12 hours per week for One-Parent Families and 15 hours per week for Two-Parent Families
- Maximum of 20 hours per week
- activities shall be to assist CalWORKs customers to obtain critical work-related English language skills in order to improve employment opportunities

Vocational English as Second Language (VESL) services provide intensive, immersive Vocational English development in the context of job search and job readiness. These services will enable limited English speakers to develop critical language skills while building practical vocational skills that lead to employment. Service providers should offer flexibility in scheduling and must be coordinated with other programs and services to ensure meeting participation requirements.

***Note – CSA and AW envision that VESL and CSP program activities will be coordinated to provide customers the opportunity to achieve the up to 40 hours per week participation requirements.**

ALLIANCE WORKNET FINANCIAL PROVISIONS

1. This is a Cost-Reimbursement contract. This will require submission of cost or price data as directed by AW and conforming to allowable cost constraints described below.
2. Allowable costs charged to this program must conform to OMB Circular A-87, A Guide for State and Local Government Agencies, 2 CFR, Part 225, and OMB Circular A-122, at 2 CFR Part 230. All indirect charges including: administrative or allocated costs, rent, other related space costs for the CONTRACTOR locations, direct telephone services, and all general operating costs will be allocated and separately recorded to the AW Welfare to Work Contract based on time studies (provided or approved by AW) and/or other acceptable cost allocation methods (sq. footage, enrollments).
3. CONTRACTOR may charge this budget unit for Accounting staff time based on the same ratio of FRC time studies as described above. Director's Salary and other Administrative Costs are to be based on staff time studies. CONTRACTOR must ensure that the cost allocation methodology and resulting charges to AW Welfare to Work are in accordance with OASC 10 - The Guide for State & Local Agencies - Cost Principles and Procedures for Establishing Cost Allocation Plans and Indirect Cost Rates for Grants and Contracts with the Federal Government.
4. The final Contract Budget is described in Exhibit D. CONTRACTOR charges to the Agreement Budget will not be held to individual line items.
5. Invoicing: CONTRACTOR shall accumulate and report AW WTW expenses in accordance with the information requirements specified in Exhibit D - Contract Budget. Though not anticipated, should additional funding become available for this Agreement, AW will notify CONTRACTOR either to await a budget adjustment from AW or to have the CONTRACTOR present an invoice for funds expensed in excess of the original fixed-price budget. AW shall provide invoice format. Invoices shall be submitted to the Alliance Worknet FACT unit by e-mail to FACT@stanalliance.com or by US mail or another recognized delivery agent to:

Alliance Worknet
ATTN: FACT Unit
251 E. Hackett Rd. C-2
Modesto, CA 95358
6. Payments: This contract is operated on a CASH BASIS. If the conditions set forth in this Agreement are met, AW shall reimburse CONTRACTOR monthly. Invoices must arrive timely, by the tenth (10th) working day of each month, for charges accrued in the preceding month. AW is not responsible for, and will not honor, invoices received more than 30 days after termination date for this Agreement.
 - A. Monthly Reports: By the 10th day of the month (e.g. August) following the month for which payment was made (e.g. July), CONTRACTOR will provide back-up documentation showing all actual expenses for the program. CONTRACTOR shall submit Monthly Reports, Profit/Loss detail trial balance reports, receipts, copies of staff Time studies, etc. as requested by AW. If any required conditions are not met, **AW** may hold payment until receiving proper documentation of charges.
 - B. Disputed Claims: AW retains the right to withhold payment on disputed claims.
 - C. Rush Payment: CONTRACTOR can request rushed payment in extraordinary circumstances. AW may give approval on a case-by-case basis.
 - D. Final Payment: Under this Agreement, final payment may be held until a termination of audits is completed.

ALLIANCE WORKNET FINANCIAL PROVISIONS

7. **Funding Change:** If CSA, AW or CONTRACTOR funding changes and interferes with execution of this Agreement, the first party aware of the changes and their impact shall immediately notify the other. AW and CONTRACTOR shall then determine if this Agreement shall be maintained, modified, or terminated. Notification shall be made to the contact person noted on the signature page of this agreement.
8. **Withhold of Payment Policy:** AW may suspend or terminate this Agreement and/or temporarily withhold payment if CONTRACTOR is in default of performance or any type of breach of this Agreement. In case of Agreement suspension, AW may resume payment after AW determines that conditions that halted payment have been corrected.
9. **Reimbursement for Budgeted Expenses:** CONTRACTOR shall be reimbursed for services and benefits according to the provisions of Exhibit D, Contract Budget. Should allowable expenses and/or fees be incurred, but are unable to be reimbursed due to lack of remaining budget funds, those expenses and/or fees will be treated as CONTRACTOR in-kind contributions.
10. **Budget Modification:** AW may initiate budget modification requests according to applicable AW Policy or other deemed necessity to comply with deobligation decisions and/or carryover of available funding.
11. **Financial Management:** CONTRACTOR shall maintain accurate, current and complete records and maintain an effective financial management system. CONTRACTOR shall provide AW with monthly project or program income and outlay (including in-kind contribution) records as required by AW policy. All CONTRACTOR expenditures must be paid for not later than the **14th of June** of the contract year. In order for AW to process final payment or reimbursement to CONTRACTOR, all monthly report documentation must be received not later than the **last full workweek of July** of the contract year.
12. **General Audit Rights And Requirements**
 - A. **Non-Federal entities that expend federal awards under more than one federal program must have a single audit.** Fiscal years ending on or after 1/1/04 have a Federal expenditure threshold of \$500K. All governmental and non-profit organizations must follow the audit requirements of OMB Circular A-133. In the event it meets the \$500K threshold, CONTRACTOR will request their audit agency to add ALLIANCE WORKNET to list of recipients scheduled to receive original audit reports distributed by the audit agency. CONTRACTOR is obligated to provide AW with appropriate original of the audit report package should the audit agency fail to submit an original directly and it should contain:
 1. Financial Statements, including Balance Sheet, Profit & Loss Statement, Cash Flow Statement, Schedule of Federal Awards by Catalog of Federal Domestic Assistance (CFDA) number or a "Note" to indicate the source of program funding.
 2. A report (opinion) on the financial statements taken as a whole.
 3. A report (opinion) on compliance, including findings and agency comments.
 4. A report (opinion) on internal controls, including findings and agency comments.
 5. A schedule of questioned costs. If none, the Schedule should say "None."
 6. Summary schedule of prior and current audit findings (if applicable)
 7. Auditor's report of Findings including Corrective Action Plans, and
 8. Any management letters issued by the auditor.
 - B. **Fiscal Yearend Audit.** AW will determine and specify in writing to CONTRACTOR should CONTRACTOR be required to provide a program-specific audit prior to contract closeout. AW will notify CONTRACTOR not later than 30 days prior to the contract fiscal yearend.

ALLIANCE WORKNET FINANCIAL PROVISIONS

C. Audit Reporting. In the event a fiscal yearend audit is required, SUBCONTACTOR will inform the independent auditor to submit their report directly to AW within the earlier of 30 days after completion of the audit and submission of auditor's report(s) to CONTRACTOR, or nine months after the end of the audit period. The independent auditor will submit audit report(s) to:

ALLIANCE WORKNET
Attn: Manager, Welfare to Work Division
P. O. Box 3389
Modesto, CA 95353-3389

Stanislaus County - Alliance Worknet - WtW Budget Summary

EXHIBIT D

Agency	Goodwill Industries of San Joaquin Valley, Inc	Agreement No.:	929	Legal Status	CBO
Program	WTW Services	Funding Title(s):	WTW	Type	Cost Reimbursement
Period	1/1/13 - 6/30/14	Funding PYs	2012-14	Award	\$429,785

Agency hrs per wk	40.0	# Mo.'s In Program	18
Avg. Hrs Per Mo.	173.33	Staff Hours per Yr	3120

AGENCY PERSONNEL COSTS

Agency G/L Number	POSITION/TITLE: List each Job Title on separate line	Name of staff	D-1 Totals 6/30/13	1/1/13-	D-2 Totals 7/1/13-6/30/14	Total Staff Wages	
	Facilitator	TBD	\$ 18,720		\$ 37,440	\$ 56,160	
	Facilitator	Rocio Alvarez	\$ 11,664		\$ 37,440	\$ 49,104	
	Facilitator	Matthew Ketchum	\$ 19,186		\$ 46,134	\$ 65,320	
	Contract Administrator	June Tanaka	\$ 1,200		\$ 2,399	\$ 3,599	
	Administrative Clerk	TBD	\$ 13,520		\$ 27,040	\$ 40,560	
	Facilitator	TBD	\$ 8,304		\$ -	\$ 8,304	
			\$ -		\$ -	\$ -	
			\$ -		\$ -	\$ -	
			\$ -		\$ -	\$ -	
			\$ -		\$ -	\$ -	
Note: Estimate any overtime separately from normal wage.						Total Staff Salaries	\$ 223,047
27.3% = Avg. Fringe Rate			Total Staff Fringe Benefits (Details below)			\$ 60,878	
			Total Staff Salaries and Fringe Benefits			\$ 283,925	

Agency G/L Number	STAFF FRINGE BENEFITS	D-1 Totals 6/30/13	1/1/13-	D-2 Totals 7/1/13-6/30/14	Staff Fringe Cost
	Retirement - (A)	\$ -		\$ -	\$ -
	Retirement - (B)	\$ -		\$ -	\$ -
	Retirement - Others	\$ -		\$ -	\$ -
	OASDHI - (FICA)	\$ 4,501		\$ 9,328	\$ 13,829
	Medicare	\$ 1,053		\$ 2,182	\$ 3,235
	Health & Welfare Insurance (A)	\$ 10,902		\$ 25,524	\$ 36,426
	Health & Welfare Insurance (B)	\$ -		\$ -	\$ -
	Health & Welfare Insurance (C)	\$ -		\$ -	\$ -
	Health & Welfare Insurance (D)	\$ -		\$ -	\$ -
	LTD	\$ -		\$ -	\$ -
	or SUI = * annual wage	\$ 473		\$ 425	\$ 898
	Workers Comp -	\$ 2,112		\$ 4,378	\$ 6,490
		\$ -		\$ -	\$ -
	Est. Fringe Rate charged	27.3%		Total Staff Fringe Benefits	\$ 60,878

OPERATIONAL COSTS

Agency G/L Number	Description	D-1 Totals 6/30/13	1/1/13-	D-2 Totals 7/1/13-6/30/14	Total Operating Expenses
	Articulate (elearning Student Tracking)	\$ 1,346		\$ 2,691	\$ 4,037
	Support 2020 (Student Recordkeeping)	\$ 2,580		\$ 5,160	\$ 7,740
	Office/Computer Supplies	\$ 678		\$ 1,356	\$ 2,034
	Rent	\$ 13,200		\$ 26,400	\$ 39,600
	Utilities	\$ 3,000		\$ 6,000	\$ 9,000
	Internet	\$ 2,400		\$ 4,800	\$ 7,200
	Telephone	\$ 600		\$ 1,200	\$ 1,800
	Janitorial Services	\$ 1,500		\$ 3,000	\$ 4,500
	Equipment	\$ 16,724		\$ 1,000	\$ 17,724
	Computer Services	\$ 900		\$ 1,800	\$ 2,700
	Insurance & Bonding	\$ 3,502		\$ 7,003	\$ 10,505
	Insurance Subrogation (2 locations)	\$ 250		\$ 500	\$ 750
	Training Materials (45*5.16)	\$ 1,393		\$ 2,786	\$ 4,179
	Training Materials (45*2.58)	\$ 697		\$ 1,393	\$ 2,090
	Travel / Transportation	\$ 1,203		\$ 2,405	\$ 3,608
		\$ -		\$ -	\$ -
Subtotal Operational Costs					\$ 117,467
Summary of Staff Wages, Fringe & Operational Costs					\$ 401,392
Indirect Overhead Cost = % of Total Agency Cost					10% 28,393
Total Funding to be Obligated for Program Operation					\$ 429,785

This budget reflect serving 45 students a month. 2 Classes in Modesto and 1 class in Turlock. \$ -

ORIGINAL

**Independent Contract # 928
COUNTY OF STANISLAUS
Alliance Worknet
AGREEMENT TO PROVIDE
StanWORKs PROGRAM SERVICE
JANUARY 1, 2013 THROUGH JUNE 30, 2014**

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS ("County") and CENTRAL VALLEY OPPORTUNITY CENTER ("Contractor"), a **Non-Profit Organization** on January 1, 2013.

RECITALS

This Agreement is let in accordance with the Federal Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) enacted by HR3437 re-authorizing Welfare to Work (WTW) in the form of Temporary Assistance to Needy Families (TANF) and other funding. The California State Welfare and Institutions Code (sections 12300, et sequitur), under Title XX of the Social Security Act, authorized California Department of Social Services (CDSS) to conduct state TANF programs. The California Work Opportunity and Responsibility to Kids Act (CalWorks), enacted by AB 1542, uses the California state Manual of Policy and Procedures to administer the state's TANF funding

WHEREAS, the Stanislaus County Community Services Agency (CSA) is responsible for administering the Stanislaus County CalWorks Program known as StanWORKS Welfare to Work;

WHEREAS, ALLIANCE WORKNET (AW) has agreed with CSA to administer Workforce Development activities in support of the AW Welfare to Work program;

WHEREAS, AW intends to subcontract related StanWORKS Welfare-to-Work activities;

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 shall 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 shall 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 Agreement is 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 thirty (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 shall constitute County's intention to terminate this Agreement in the event corrections are not accomplished within thirty (30) days.
- 3.6 This Agreement 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 Agreement, County may terminate the Agreement immediately:
- A. Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services; or,
 - 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 Agreement 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 shall 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 shall 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 Agreement, 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 shall comply with such provisions before commencing the performance of the work of this Agreement.

- 7.2 Any deductibles, self-insured retentions or named insured 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 insured, 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 shall be responsible for and pay any self-insured retention or deductible and shall 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 insured 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 insured 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.
- 7.12 If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor agrees to maintain the required insurance coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. Contractor may maintain the required post agreement coverage by renewal of purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

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.
- 8.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:
- 8.4.1 Contractor shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Contractor or its subcontractors;
- 8.4.2 No provision of this Agreement shall be interpreted to permit or obligate Contractor to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and
- 8.4.3 At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Contractor.

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 services are 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 Agreement as required by State law. County may appoint an independent public accountant.
- 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. Further, entities receiving in excess of \$500,000 in Federal funds must comply with the Single Audit Act of 1984, PL 98-502 and the Single Audit Amendments of 1996, P.L. 104-156. 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-133 as this applies to the auditing of states, local governments, institutions of higher education and non-profit.
- 10.8 The annual audit requirement is replaced with a biennial audit covering the most recent fiscal year if all of the following apply:
- A. The total County Agreement expenditures, from all funding sources, during the fiscal year, are less than \$100,000
 - B. The Contractor is in compliance with all other Agreement requirements
 - C. An audit was performed on one of the preceding two years in accordance with Government Auditing Standards and a copy of the report and any management letter has been submitted to County
 - 1) The auditor's opinion on the financial statement and the schedule of federal awards (if applicable) were unqualified
 - 2) There were no deficiencies in internal control over financial reporting that were identified as material weaknesses under the requirements of Government Auditing Standards
 - 3) None of the state or federal programs had audit findings in the preceding year that were classified as:
 - a. Material weaknesses in the internal control over compliance
 - b. Noncompliance with the provisions of laws, regulations, contracts, or grant agreements that had a material effect on the program
 - c. Known or likely questioned costs
 - D. The audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 10.9 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.
- 10.10 Expenses incurred by Contractor to provide for the performance of an audit to satisfy said requirements are an allowable Agreement cost. Contractor is responsible for ensuring that the appropriate portion of audit costs are included with its total executed Agreement funds.

10.11 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:

11.1 Any and all information pertaining to the administration of public social services, for which grants in aid are received shall be confidential and will not be open to examination for any purpose not directly connected with the administration of public social services.

11.2 No person shall publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.

11.3 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.

11.4 Contractor, as an agent of Stanislaus County, shall be in compliance with the privacy and security safeguards agreement titled Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the County of Stanislaus, Community Services Agency located at <http://www.stanworks.com/other-services/medi-cal-data-privacy-and-security-agreement.pdf>.

12. NON-DISCRIMINATION

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 disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. 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 non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12.2 Contractor shall include the non-discrimination 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: Stanislaus County Alliance Worknet
Attention: Paul Rodgers
PO Box 3389
Modesto, CA 95353-3389

To Contractor: **Central Valley Opportunity Center**
Attention: Ernie Flores
PO Box 1389
Winton, CA 95388

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 Agreement, reimbursement shall be made to the damaged party by Contractor.

22.3 Additional costs to County for maintaining any portion of the Agreement 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 shall abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Contractor shall also abide by specific codes of ethics prescribed by the professional organizations which set standards for their profession.

- **Quality of Service:** Employees of Contractor shall 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 shall conduct all activities with respect and courtesy for participants.
- **Propriety:** Employees of Contractor shall not make use of their position or relationship with clients for personal gain.
- **Positive Representation:** Employees of Contractor shall 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 Agreement 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 provide services under this Agreement, 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 Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1 through 11165.6. 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 shall comply with the provisions of the code section.

27. MATCHING FUNDS

These funds are not available for matching unless certified by County.

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

- 28.1 County and Contractor recognize that Federal assistance funds shall be used under the terms of this Agreement. For purposes of this paragraph, Contractor shall 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 shall 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. COMPLIANCE WITH FALSE CLAIMS ACT

- 29.1 Contractor shall notify County immediately upon discovery of any employee of Contractor, any subcontractor, agent or other persons providing services, on behalf of Contractor who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Contractor, any subcontractor, agent or other persons providing services on behalf of Contractor, who is placed on the Medi-Cal Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at www.medi-cal.ca.gov.

29.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Contractor shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claims Act. Contractor agrees that it has received a copy of the False Health Care Claims Policy approved by the Stanislaus County Board of Supervisors on May 8, 2007 and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor shall adhere to these policies and procedures.

30. 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 is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.




This Agreement has been signed by the parties or their duly authorized representatives to become effective as of the date referenced on the first page.

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

COUNTY OF STANISLAUS

CENTRAL VALLEY OPPORTUNITY CENTER

By: 
JEFFREY ROWE

By: 
ERNIE FLORES

Title: Director, Alliance Worknet

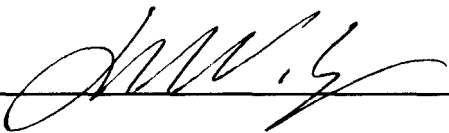
Title: Executive Director

Dated: 1/4/13

Dated: 1/2/13

APPROVED AS TO FORM:
COUNTY COUNSEL
JOHN P. DOERING

APPROVED AS TO CONTENT:
COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY

By: 

By: 

Title: County Counsel

Title:  Director

Dated: 12/19/12

Dated: 12/21/12

**Central Valley Opportunity Center
AGREEMENT TO PROVIDE
StanWORKS PROGRAM SERVICE
JANUARY 1, 2013 THROUGH JUNE 30, 2014**

I. SCOPE OF WORK:

1. CONTRACTOR shall provide:

A. WELFARE-TO-WORK ORIENTATION AND JOB SERVICES/JOB SEARCH SERVICES

1. Welfare-to-Work Orientation shall include, but is not limited to:

- a. WtW marketing – Job Services/Job Search expectations
- b. Explaining WtW Customer Guidebook
- c. Job Readiness screening and testing including Test of Adult Basic Education (TABE), Questionnaire, Assessment for potential Spanish ABE, etc.
- d. Explanation and provision of supportive services, as necessary
- e. Include partner presentations including, but limited to, Child Care
- f. Referrals to next activity which may include back to work or Job Services/Job Search
- g. Participant satisfaction survey

2. Job Services/Job Search Workshop/Job Services Related to Employment Program

- a. Provide an intensive four (4) week (32-35 hours a week) Job Services/ Job Search Workshop
- b. Provide an intensive two (2) week (32-35 hours a week) Job Services Related to Employment
- c. Provide Supervised Job Search – A two (2) week (32-35 hours per week) Job Services/Job Search Workshop which is designed for the individual who cannot attend the intensive four (4) week Job Services/Job Search Workshop due to other activities as approved by County Case Manager.
- d. Job site expectations and behavior
- e. Provide communication with StanWORKs Case Manager and supervisors by:
 1. Phone calls
 2. Face to face meetings
 3. E-mails
 4. Attendance logs to be sent weekly
 5. Communication to occur as needed
 6. Contractor shall notify StanWORKs Case Managers regarding participants' attendance on the following: attendance/non-attendance of day one, attending an activity, dropping out, no shows, discontinuance of attending the program, and/or any activity, as needed
 7. Communicate to StanWORKs Case Manager any additional barriers participants may have encountered during Job Services
- f. Curriculum shall be formatted to accommodate different learning styles. The curriculum for the Workshop shall include, but is not limited to:
 1. Applications:
 - i. Apply previous work experience to the position they are applying for
 - ii. Thoroughly complete a variety of applications

- iii. Collect, organize and maintain employment history and personal information pertinent to an application, i.e., references and driver's license
 - iv. Dos and Don'ts on appropriateness of questions
 - v. How to address the issue of convictions and other legal issues
 - vi. Receive written instructional materials and resources to assist in their post Job Services/Job Search
2. Resumes:
- i. Ability to complete a basic position appropriate resume
 - ii. Ability to complete an electronic resume
 - iii. Ability to apply appropriate information and language to a resume
 - iv. Ability to modify a resume
 - v. Participants complete Job Services with a hard and soft copy Job Search ready resume
3. Interview Skills:
- i. Know what is appropriate dress and appearance
 - ii. Write professional letters including, but not limited to, letters of introduction, cover letters, thank you letter, etc.
 - iii. Provide letters of recommendation
 - iv. Interview before an individual or panel
 - v. Identify the Dos and Don'ts on appropriateness of questions
 - vi. Mock interviews
 - vii. Grade and rate the interview for a score: expectation 80% of participant's will get a numerical rating of 70% or above
4. Job Search Skills:
- i. Telephone skills including cold calling and calling scripts
 - ii. Basic computer skills
 - iii. Creating personal e-mail accounts
 - iv. Networking
 - v. Life skills including, but not limited to, showing up to work on time, problem solving, identifying skills, how to project a positive attitude, etc.
 - vi. A minimum of three (3) different Job Search techniques
 - vii. Goal setting
 - viii Community Resources guide that the participants can take with them
 - ix Recognition – i.e., Certificate of Completion at activity completion
5. Life Skills: Contractor shall assist participants to develop the following life skills including, but not limited to
- i. Attendance, punctuality, cooperation, attitude quality of work, ability to follow instructions, overall job performance
 - ii. Develop other job related responsibilities such as, keeping site supervisor aware of any occurrence that might affect their work site participation
 - iii. Arrange child care and transportation (including a back-up plan)
 - iv. Appropriate dress
 - v. Completing assigned tasks and keeping busy
 - vi. Conflict resolution and communication
 - vii. Follow all work place rules and regulations (including safety and health codes)
 - viii. Budgeting

6. Community/Partner Presentations: Contractor to offer at least five (5) training presentations during each new Job Services activity, which is to be provided by other community agencies and/or partners, which may include, but is not limited to the following:
 - i. How to open a checking account
 - ii. Gang violence awareness
 - iii. Healthy cooking
 - iv. Parenting training
 - v. Domestic Violence – How it may affect you
 - vi. Adjusting to a New Culture – Where do I fit in?
 - vii. Know your resources
 - viii. How to use the library
- g. Job development services shall be provided to all participants beginning in orientation and throughout participation in a Community Services Activity.
- h. Job development services shall include, but are not limited to:
 1. Contractor shall provide a minimum of two (2) job referrals to unsubsidized employment for each month a participant is with Contractor.
 2. Match participant's skills with unsubsidized jobs.

B. SPANISH ABE/GED/ESL

1. Contractor shall provide ongoing Spanish Adult Basic Education/General Educational Development/English as a Second Language (ABE/GED/ESL) services to participants who are concurrently enrolled in other activities.
2. Contractor shall provide ongoing services, subject to available slots, to participants who are in need of Spanish ABE/GED/ESL services only.

- C. Community Service Activity, (CSP). CSP is designed to improve the employability of customers not otherwise able to obtain employment, and must be supervised on an ongoing basis no less frequently than daily. Daily supervision is determined appropriate and provided by the training or service provider at the same level as other trainees. Appropriate Community Service Program assignments must take into account prior training, skills and work experience to the extent possible. Customers in CSP component receive up to 40 hours per week of work, customers will be provided with basic job skills that can lead to employment while meeting a community need. Customer activities will focus on the following topics:
 1. Techniques for finding employment
 2. Development of a resume and cover letter
 3. Proper Job application completion
 4. Defining their employment history
 5. Attire and presentation skills
 6. Interviewing skills
 7. Workplace expectations
 8. Life skills

- D. Bridging Activities as described in Exhibit B, for Limited English speaking hard to serve Spanish speaking customers designed to teach soft skills and technical skills to enable customers to understand the functional necessities for obtaining and keeping employment. CONTRACTOR may provide any or all Bridging Activities described in Exhibit B as is deemed necessary for program progression, and may include but are not limited to:
 - 1. Interpersonal Skills development (Life Skills)
 - 2. Professional Skills (time management, work ethic, teambuilding, etc)
- E. Services shall be provided at the following locations:
 - 1. West Modesto
- F. Services outlined in EXHIBIT A to approximately 270 customers during the 18 month program period.
- G. Consideration and coordination with AW to respond to customer requests for change of service venue;
- H. Follow up or re-engagement services to encourage customer program participation as directed by AW staff.

2. COORDINATION AND DOCUMENTATION OF SERVICES

- A. CONTRACTOR shall record all program services provided to customers under this contract using the procedures established in discussion with CSA and Alliance Worknet.
- B. CONTRACTOR must maintain any program files, electronic database entries, and if available, AW DETNET database entries, as needed to administer the contract.
- C. CONTRACTOR will coordinate customer activities with AW staff via phone, e-mail, or fax.
- D. CONTRACTOR will notify AW and/or CSA of service, outcomes or change in status as soon as practical – but within five working days.

3. TERM OF AGREEMENT

This Agreement shall be effective January 1, 2013, through June 30, 2014.

4. FINANCIAL REPORTING

CONTRACTOR will provide summary of program expenses and the total number of Customers served during the month (see Exhibits C and D for additional information and instructions).

5. CUSTOMER SATISFACTION AND GRIEVANCE

CONTRACTOR must provide Customers the opportunity to express their views, grievances, and complaints. CONTRACTORS may use established AW procedures to meet this requirement.

6. PROGRAM COMPLIANCE

- A. AW shall review program area setups and determine if space and staffing requirements to meet projected customer flow are appropriate.
- B. CONTRACTOR will prepare facilities to safely accommodate projected customer flow,

based on service type as defined in Exhibit B.

- C. All services must be provided in a safe and healthy environment.
7. **COST:** This is a cost reimbursement Agreement. Contractor shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT D, which is hereby incorporated by reference and made a part hereof, or as the budget is thereafter amended or obligated. The maximum amount of this Agreement for the period January 1, 2013, through June 30, 2014, shall not exceed \$224,100.00.
- A. Due to the nature of the fiscal year end occurring twice during the cycle of this agreement, the allowable expenses shall be divided into two budget patterns as described in Exhibit D-1 and Exhibit D-2
1. Expenses shown in Exhibit D-1 shall not exceed \$74,777.00 for the contract period ranging from 01/01/2013 to 06/30/2013.
 2. Expenses shown in Exhibit D-2 shall not exceed \$149,323.00 for the contract period ranging from 07/01/2013 to 06/30/2014.
 3. As this is a cash basis agreement, any funds remaining under Exhibit D-1 at the end of the Exhibit D-1 fiscal year period will **not** be carried over to Exhibit D-2.
- B. Contractor shall make no charge to the recipient and shall collect no share of cost.
- C. Contractor agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Contractor costs, both indirect and direct, relative to this Agreement.
- D. 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 Agreement/program. County reserves the right to physically reclaim any/all such property at the conclusion of the Agreement in accordance with 45 Code of Federal Regulations, Part 74, Administration of Grants.
- E. 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.
8. **ATTENDANCE AND PROGRESS REPORTS:**
- A. **CONTRACTOR** shall submit attendance reports detailing the hours of participation for each customer in the form or template specified by **COUNTY** on a weekly basis.
- B. Progress reports shall be submitted on a monthly basis or more frequently, as needed, to verify customer participation in WTW program activities.

DEFINITIONS OF PROGRAM COMPONENTS AND ACTIVITIES

CONTRACTOR shall provide one or more of the following Welfare-To-Work components and Activities pursuant to activities specified in EXHIBIT A.

1. Job Search and Job Readiness Assistance

- Up to 35 hours per week
- Cannot exceed 4 consecutive or 12 total weeks per year

Job Search is defined as the act of seeking or obtaining employment. Job Readiness Assistance is preparation to seek or obtain employment, including life skills training, substance abuse treatment, mental health treatment, domestic abuse services or rehabilitation activities for those who are otherwise employable. Substance abuse treatment, mental health treatment and rehabilitation activities must be determined to be necessary and certified by a qualified medical or mental health professional. Job Search and Job Readiness Assistance activities must be supervised by a responsible party on an ongoing basis no less frequently than daily. Job Search is a WTW activity in which the customer's principal activity is to seek employment. In addition, job search includes looking for suitable openings, making contact with potential employers, applying for vacancies, and interviewing for jobs.

Job Readiness Assistance means a WTW activity that provides the customer with training to learn basic job seeking and interviewing skills, to understand employer expectations, and to learn skills designed to enhance an individual's capacity to move toward unsubsidized employment.

Contractors should focus on serving populations with special needs or barriers to employment. While these program services cannot include mental health treatment, domestic abuse or rehabilitation activities, it is important that referral and access to such programs be considered in the contractors concept. Activities for customers served by Job Search and Job Readiness programs should consider or include the following:

- Preparing an individual to obtain and retain employment
- Teaching job search techniques
- Interviewing skills
- Resume writing
- Networking
- Job placement assistance
- Supervised job search
- Life skills techniques
- Instruction in work place expectations
- Assessments of skills and knowledge gaps related to obtaining and retaining employment
- Referral to appropriate community based organizations

2. Community Service Program

- Up to 40 hours per week

The Community Service Program (CSP) is designed to allow CalWORKs customers to do work for the direct benefit of the community under the auspices of public or nonprofit organizations. Alliance Worknet will coordinate CSP placements with awardees under this program.

CSP placements are limited to projects that serve a useful community purpose in fields such as health, social services, environmental protection, education, urban and rural development, welfare, recreation, public facilities management, public safety and child care. CSP is designed to improve the employability of customers not otherwise able to obtain employment, and must be supervised on an ongoing basis no less frequently than daily. Daily supervision is determined appropriate and provided by the training or service provider at the same level as other trainees. Appropriate Community Service Program assignments must take into account prior training, skills and work experience to the extent possible.

DEFINITIONS OF PROGRAM COMPONENTS AND ACTIVITIES

Customers in CSP component receive up to 40 hours per week of work experience in public or private nonprofit agencies around Stanislaus County. These agencies enter into agreements with Alliance Worknet, provide site supervisors to oversee the development of program participants and provide them with basic job skills that can lead to employment while meeting a community need. This program does not offer work experience in the private sector.

3. Subsidized Employment

- Up to 40 hours per week

The Subsidized Employment Program provides local business, public or non-profit agencies a direct subsidy from CalWORKs or other public funds to offset some or all of the wages and costs of employing a WTW customer. The program goal is to allow customers to obtain new skills or enhance existing skills to lead to unsubsidized employment. As for the Community Service Program, this RFP does not solicit program operators of the Subsidized Employment Program. However, coordination with and transition to this program are desirable characteristics for proposers in the four solicited program areas.

Generally, customers participating in the Subsidized Employment Program will obtain work readiness skills such as attendance, punctuality, teamwork, attitude, business ethics, work quality, accepting work instruction, job search strategies, placement consultation, resume updates, interview coaching and job retention services. Customers should receive positive reinforcement and recognition as they accomplish tasks and learn new skills on the work site. Work Site Supervisors are to encourage and maintain a supportive atmosphere for learning.

Subsidized Employment allows a public or private entity to assist in the placement of WTW customers in subsidized employment. Contractors who are awarded funding to operate a Subsidized Employment program will receive a subsidy for wages to employ WTW customers. Subsidized Employment is temporary in nature as the subsidy is for a time limited period. Subsidized Employment is to assist the customer in gaining skills necessary to obtain and retain full time unsubsidized employment. The intent of Subsidized Employment is to engage or re-engage customers into the workforce.

4. Bridging Activities

- Minimum 12 hours/week for one-parent Families and 15 hours/week for two-parent Families

Bridging Activities may include both soft skills and technical skills to assist in obtaining and retaining employment. Bridging Activities should be temporary or transitional in nature to prepare the customer to enter the workforce. Bridging Activities are to be designed to allow customers to enter at many different skill or education levels. They should allow for customers who are currently engaged in part time employment, full time employment, educational activities or other WTW activities. Bridging Activities should be designed to provide customers an opportunity to obtain skills leading to employment, advancement in employment and retention of employment.

Bridging Activities may include interpersonal communications, conflict resolution, life skills, family stability and preservation, work maturity, time management, goal setting, problem solving, building self-esteem, dressing professionally, team building, balancing priorities, managing change, getting and keeping a job. Bridging Activities should be open entry/open exit to create the greatest opportunity for customers to maximize bridging services while employed or co-enrolled in vocational training or other WTW activities or between WTW activities. The intent of Bridging Activities is to develop skills that will lead to increased skills, wages, benefits and career opportunities. A web-based or on-line delivery format is strongly encouraged as a component of this activity.

DEFINITIONS OF PROGRAM COMPONENTS AND ACTIVITIES

5. General Educational Development (GED) Activities

Services shall be directed to customers needing additional skill development in order to succeed in their Welfare-to-Work activities. Customers should receive assessment, testing, reading classes, English as a Second Language (ESL) classes, math tutoring, literacy materials and instructional aides. Customers should be assessed for reading disabilities and develop strategies for improvement in customers exhibiting special learning problems on a case by case basis. Provide computer lab time for pre-GED education with instructional aides. Reading, math and ESL classes and GED labs should be provided at locations throughout the county.

6. Vocational English as Second Language (VESL) Activities

- Minimum of 12 hours per week for One-Parent Families and 15 hours per week for Two-Parent Families
- Maximum of 20 hours per week
- activities shall be to assist CalWORKs customers to obtain critical work-related English language skills in order to improve employment opportunities

Vocational English as Second Language (VESL) services provide intensive, immersive Vocational English development in the context of job search and job readiness. These services will enable limited English speakers to develop critical language skills while building practical vocational skills that lead to employment. Service providers should offer flexibility in scheduling and must be coordinated with other programs and services to ensure meeting participation requirements.

***Note – CSA and AW envision that VESL and CSP program activities will be coordinated to provide customers the opportunity to achieve the up to 40 hours per week participation requirements.**

ALLIANCE WORKNET FINANCIAL PROVISIONS

1. This is a Cost-Reimbursement contract. This will require submission of cost or price data as directed by AW and conforming to allowable cost constraints described below.
2. Allowable costs charged to this program must conform to OMB Circular A-87, A Guide for State and Local Government Agencies, 2 CFR, Part 225, and OMB Circular A-122, at 2 CFR Part 230. All indirect charges including: administrative or allocated costs, rent, other related space costs for the CONTRACTOR locations, direct telephone services, and all general operating costs will be allocated and separately recorded to the AW Welfare to Work Contract based on time studies (provided or approved by AW) and/or other acceptable cost allocation methods (sq. footage, enrollments).
3. CONTRACTOR may charge this budget unit for Accounting staff time based on the same ratio of FRC time studies as described above. Director's Salary and other Administrative Costs are to be based on staff time studies. CONTRACTOR must ensure that the cost allocation methodology and resulting charges to AW Welfare to Work are in accordance with OASC 10 - The Guide for State & Local Agencies - Cost Principles and Procedures for Establishing Cost Allocation Plans and Indirect Cost Rates for Grants and Contracts with the Federal Government.
4. The final Contract Budget is described in Exhibit D. CONTRACTOR charges to the Agreement Budget will not be held to individual line items.
5. Invoicing: CONTRACTOR shall accumulate and report AW WTW expenses in accordance with the information requirements specified in Exhibit D - Contract Budget. Though not anticipated, should additional funding become available for this Agreement, AW will notify CONTRACTOR either to await a budget adjustment from AW or to have the CONTRACTOR present an invoice for funds expensed in excess of the original fixed-price budget. AW shall provide invoice format. Invoices shall be submitted to the Alliance Worknet FACT unit by e-mail to FACT@stanalliance.com or by US mail or another recognized delivery agent to:

Alliance Worknet
ATTN: FACT Unit
PO Box 3389
Modesto, CA 95353-3389
6. Payments: This contract is operated on a CASH BASIS. If the conditions set forth in this Agreement are met, AW shall reimburse CONTRACTOR monthly. Invoices must arrive timely, by the tenth (10th) day of each month, for charges accrued in the preceding month. AW is not responsible for, and will not honor, invoices received more than 30 days after termination date for this Agreement.
 - A. Monthly Reports: By the 10th day of the month (e.g. August) following the month for which payment was made (e.g. July), CONTRACTOR will provide back-up documentation showing all actual expenses for the program. CONTRACTOR shall submit Monthly Reports, receipts, copies of staff Time studies, etc. as requested by AW. If any required conditions are not met, **AW** may hold payment until receiving proper documentation of charges.
 - B. Disputed Claims: AW retains the right to withhold payment on disputed claims.
 - C. Rush Payment: CONTRACTOR can request rushed payment in extraordinary circumstances. AW may give approval on a case-by-case basis.
 - D. Final Payment: Under this Agreement, final payment may be held until a termination of audits is completed.

ALLIANCE WORKNET FINANCIAL PROVISIONS

7. **Funding Change:** If CSA, AW or CONTRACTOR funding changes and interferes with execution of this Agreement, the first party aware of the changes and their impact shall immediately notify the other. AW and CONTRACTOR shall then determine if this Agreement shall be maintained, modified, or terminated. Notification shall be made to the contact person noted on the signature page of this agreement.
8. **Withhold of Payment Policy:** AW may suspend or terminate this Agreement and/or temporarily withhold payment if CONTRACTOR is in default of performance or any type of breach of this Agreement. In case of Agreement suspension, AW may resume payment after AW determines that conditions that halted payment have been corrected.
9. **Reimbursement for Budgeted Expenses:** CONTRACTOR shall be reimbursed for services and benefits according to the provisions of Exhibit D, Contract Budget. Should allowable expenses and/or fees be incurred, but are unable to be reimbursed due to lack of remaining budget funds, those expenses and/or fees will be treated as CONTRACTOR in-kind contributions.
10. **Budget Modification:** AW may initiate budget modification requests according to applicable AW Policy or other deemed necessity to comply with deobligation decisions and/or carryover of available funding.
11. **Financial Management:** CONTRACTOR shall maintain accurate, current and complete records and maintain an effective financial management system. CONTRACTOR shall provide AW with monthly project or program income and outlay (including in-kind contribution) records as required by AW policy. All CONTRACTOR expenditures must be paid for not later than the **14th of June** of the contract year. In order for AW to process final payment or reimbursement to CONTRACTOR, all monthly report documentation must be received not later than the **last full workweek of July** of the contract year.
12. **General Audit Rights And Requirements**
 - A. Non-Federal entities that expend federal awards under more than one federal program must have a single audit. Fiscal years ending on or after 1/1/04 have a Federal expenditure threshold of \$500K. All governmental and non-profit organizations must follow the audit requirements of OMB Circular A-133. In the event it meets the \$500K threshold, CONTRACTOR will request their audit agency to add ALLIANCE WORKNET to list of recipients scheduled to receive original audit reports distributed by the audit agency. CONTRACTOR is obligated to provide AW with appropriate original of the audit report package should the audit agency fail to submit an original directly and it should contain:
 1. Financial Statements, including Balance Sheet, Profit & Loss Statement, Cash Flow Statement, Schedule of Federal Awards by Catalog of Federal Domestic Assistance (CFDA) number or a "Note" to indicate the source of program funding.
 2. A report (opinion) on the financial statements taken as a whole.
 3. A report (opinion) on compliance, including findings and agency comments.
 4. A report (opinion) on internal controls, including findings and agency comments.
 5. A schedule of questioned costs. If none, the Schedule should say "None."
 6. Summary schedule of prior and current audit findings (if applicable)
 7. Auditor's report of Findings including Corrective Action Plans, and
 8. Any management letters issued by the auditor.
 - B. **Fiscal Yearend Audit.** AW will determine and specify in writing to CONTRACTOR should CONTRACTOR be required to provide a program-specific audit prior to contract closeout. AW will notify CONTRACTOR not later than 30 days prior to the contract fiscal yearend.

ALLIANCE WORKNET FINANCIAL PROVISIONS

- C. Audit Reporting. In the event a fiscal yearend audit is required, SUBCONTRACTOR will inform the independent auditor to submit their report directly to AW within the earlier of 30 days after completion of the audit and submission of auditor's report(s) to CONTRACTOR, or nine months after the end of the audit period. The independent auditor will submit audit report(s) to:

ALLIANCE WORKNET
Attn: Manager, Welfare to Work Division
P. O. Box 3389
Modesto, CA 95353-3389

Stanislaus County - Alliance Worknet - WtW Budget Summary
EXHIBIT D

Agency	CVOC	Agreement No.:	928	Legal Status	CBO
Program	WtW Activities	Funding Title(s):	WtW	Type	Cost Reimbursement
Period	1/1/13 - 6/30/14	Funding PYs	2012-14	Award	\$224,100

Agency hrs per wk	40.0	# Mo.'s in Program	18
Avg. Hrs Per Mo.	173.32	Staff Hours per Yr	3120

AGENCY PERSONNEL COSTS

Agency G/L Number	POSITION/TITLE: List each Job Title on separate line	Name of staff	D-1 Totals 1/1/13-6/30/13	D-2 Totals 7/01/13-6/30/14	Total Staff Wages
	Job Club Instructor	Felipa Lazano	\$ 18,148	\$ 36,296	\$ 54,444
	Job Club Instructor	Lucio Cruz	\$ 16,255	\$ 32,512	\$ 48,767
	Clerical Assistant	Martha Robles	\$ 2,419	\$ 4,838	\$ 7,257
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
Note: Estimate any overtime separately from normal wage.				Total Staff Salaries	\$ 110,468
34.92%	= Avg. Fringe Rate		Total Staff Fringe Benefits (Details below)		\$ 38,575
		Number staff for pgm = 3	Total Staff Salaries and Fringe Benefits		\$ 149,043

* FTE = Full Time Equivalent

Agency G/L Number	STAFF FRINGE BENEFITS	D-1 Totals 1/1/13-6/30/13	D-2 Totals 7/01/13-6/30/14	Staff Fringe Cost
	Retirement - (A)	\$ 1,289	\$ 2,578	\$ 3,867
	Retirement - (B)	\$ -	\$ -	\$ -
	Retirement - Others	\$ -	\$ -	\$ -
	OASDHI - (FICA)	\$ 2,283	\$ 4,566	\$ 6,849
	Medicare	\$ 534	\$ 1,068	\$ 1,602
	Health & Welfare Insurance (A) Felipa Lazano	\$ 3,409	\$ 6,818	\$ 10,227
	Health & Welfare Insurance (B) Lucio Cruz	\$ 4,364	\$ 8,729	\$ 13,093
	LTD	\$ -	\$ -	\$ -
	or SUI = * annual wage	\$ 209	\$ 209	\$ 418
	Workers Comp -	\$ 840	\$ 1,679	\$ 2,519
	Workers Comp - all others	\$ -	\$ -	\$ -
	Est. Fringe Rate charged	34.92%	Total Staff Fringe Benefits	\$ 38,575

OPERATIONAL COSTS

Agency G/L Number	Description	D-1 Totals 1/1/13-6/30/13	D-2 Totals 7/01/13-6/30/14	Total Operating Expenses
	Telephone/Internet	\$ 720	\$ 1,440	\$ 2,160
	Printing	\$ 30	\$ 60	\$ 90
	Postage	\$ 130	\$ 259	\$ 389
	Program Supplies	\$ 1,500	\$ 3,000	\$ 4,500
	Rent/Utilities/Maintenance	\$ 12,990	\$ 25,980	\$ 38,970
	Equipment Lease/Rental	\$ 480	\$ 960	\$ 1,440
	Insurance	\$ 192	\$ 384	\$ 576
	GED Training materials	\$ 780	\$ 1,560	\$ 2,340
	Travel / Transportation	\$ 825	\$ 1,650	\$ 2,475
Subtotal Operational Cost				\$ 52,940
Summary of Staff Wages, Fringe & Operational Cost				\$ 201,983
Indirect Overhead Cost = % of Total Agency Cost				10.950% \$ 22,117
Total Funding to be Obligated for Contract Operations				\$ 224,100

**Independent Contract # 926
COUNTY OF STANISLAUS
Alliance Worknet
AGREEMENT TO PROVIDE
StanWORKs PROGRAM SERVICE
JANUARY 1, 2013 THROUGH JUNE 30, 2014**

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS ("County") and CENTER FOR HUMAN SERVICES ("Contractor"), a **Non-Profit Organization** on January 1, 2013.

RECITALS

This Agreement is let in accordance with the Federal Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) enacted by HR3437 re-authorizing Welfare to Work (WTW) in the form of Temporary Assistance to Needy Families (TANF) and other funding. The California State Welfare and Institutions Code (sections 12300, et sequitur), under Title XX of the Social Security Act, authorized California Department of Social Services (CDSS) to conduct state TANF programs. The California Work Opportunity and Responsibility to Kids Act (CalWorks), enacted by AB 1542, uses the California state Manual of Policy and Procedures to administer the state's TANF funding

WHEREAS, the Stanislaus County Community Services Agency (CSA) is responsible for administering the Stanislaus County CalWorks Program known as StanWORKS Welfare to Work;

WHEREAS, ALLIANCE WORKNET (AW) has agreed with CSA to administer Workforce Development activities in support of the AW Welfare to Work program;

WHEREAS, AW intends to subcontract related StanWORKS Welfare-to-Work activities;

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 shall 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 shall 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 Agreement is 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 thirty (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 shall constitute County's intention to terminate this Agreement in the event corrections are not accomplished within thirty (30) days.
- 3.6 This Agreement 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 Agreement, County may terminate the Agreement immediately:
- A. Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services; or,
 - 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 Agreement 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 shall 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 shall 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 Agreement, 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 shall comply with such provisions before commencing the performance of the work of this Agreement.

- 7.2 Any deductibles, self-insured retentions or named insured 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 insured, 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 shall be responsible for and pay any self-insured retention or deductible and shall 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 insured 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 insured 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.
- 7.12 If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor agrees to maintain the required insurance coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. Contractor may maintain the required post agreement coverage by renewal of purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

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.
- 8.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:
- 8.4.1 Contractor shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Contractor or its subcontractors;
- 8.4.2 No provision of this Agreement shall be interpreted to permit or obligate Contractor to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and
- 8.4.3 At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Contractor.

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 services are 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 Agreement as required by State law. County may appoint an independent public accountant.
- 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. Further, entities receiving in excess of \$500,000 in Federal funds must comply with the Single Audit Act of 1984, PL 98-502 and the Single Audit Amendments of 1996, P.L. 104-156. 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-133 as this applies to the auditing of states, local governments, institutions of higher education and non-profit.
- 10.8 The annual audit requirement is replaced with a biennial audit covering the most recent fiscal year if all of the following apply:
- A. The total County Agreement expenditures, from all funding sources, during the fiscal year, are less than \$100,000
 - B. The Contractor is in compliance with all other Agreement requirements
 - C. An audit was performed on one of the preceding two years in accordance with Government Auditing Standards and a copy of the report and any management letter has been submitted to County
 - 1) The auditor's opinion on the financial statement and the schedule of federal awards (if applicable) were unqualified
 - 2) There were no deficiencies in internal control over financial reporting that were identified as material weaknesses under the requirements of Government Auditing Standards
 - 3) None of the state or federal programs had audit findings in the preceding year that were classified as:
 - a. Material weaknesses in the internal control over compliance
 - b. Noncompliance with the provisions of laws, regulations, contracts, or grant agreements that had a material effect on the program
 - c. Known or likely questioned costs
 - D. The audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 10.9 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.
- 10.10 Expenses incurred by Contractor to provide for the performance of an audit to satisfy said requirements are an allowable Agreement cost. Contractor is responsible for ensuring that the appropriate portion of audit costs are included with its total executed Agreement funds.
- 10.11 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:

- 11.1 Any and all information pertaining to the administration of public social services, for which grants in aid are received shall be confidential and will not be open to examination for any purpose not directly connected with the administration of public social services.
- 11.2 No person shall publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.
- 11.3 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.
- 11.4 Contractor, as an agent of Stanislaus County, shall be in compliance with the privacy and security safeguards agreement titled Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the County of Stanislaus, Community Services Agency located at <http://www.stanworks.com/other-services/medi-cal-data-privacy-and-security-agreement.pdf>.

12. NON-DISCRIMINATION

- 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 disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. 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 non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- 12.2 Contractor shall include the non-discrimination 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: Stanislaus County Alliance Worknet
Attention: Paul Rodgers
PO Box 3389
Modesto, CA 95353-3389

To Contractor: **Center for Human Services**
Attention: Cindy Duenas, Executive Director
1700 McHenry Village Way, Suite 11
Modesto, CA 95350

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 Agreement, reimbursement shall be made to the damaged party by Contractor.

22.3 Additional costs to County for maintaining any portion of the Agreement 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 shall abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Contractor shall also abide by specific codes of ethics prescribed by the professional organizations which set standards for their profession.
- Quality of Service: Employees of Contractor shall 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 shall conduct all activities with respect and courtesy for participants.
- **Propriety:** Employees of Contractor shall not make use of their position or relationship with clients for personal gain.
- **Positive Representation:** Employees of Contractor shall 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 Agreement 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 provide services under this Agreement, 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 Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1 through 11165.6. 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 shall comply with the provisions of the code section.

27. MATCHING FUNDS

These funds are not available for matching unless certified by County.

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

- 28.1 County and Contractor recognize that Federal assistance funds shall be used under the terms of this Agreement. For purposes of this paragraph, Contractor shall 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 shall 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. COMPLIANCE WITH FALSE CLAIMS ACT

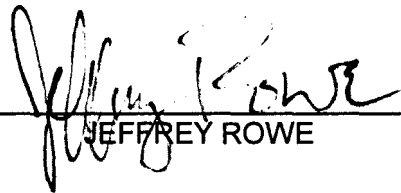
- 29.1 Contractor shall notify County immediately upon discovery of any employee of Contractor, any subcontractor, agent or other persons providing services, on behalf of Contractor who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Contractor, any subcontractor, agent or other persons providing services on behalf of Contractor, who is placed on the Medi-Cal Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at www.medi-cal.ca.gov.
- 29.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Contractor shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claims Act. Contractor agrees that it has received a copy of the False Health Care Claims Policy approved by the Stanislaus County Board of Supervisors on May 8, 2007 and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor shall adhere to these policies and procedures.

This Agreement has been signed by the parties or their duly authorized representatives to become effective as of the date referenced on the first page.

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

COUNTY OF STANISLAUS

CENTER FOR HUMAN SERVICES

By: 
JEFFREY ROWE

By: 
CINDY DUENAS

Title: Director, Alliance Worknet

Title: Executive Director

Dated: 12/28/12

Dated: 12/19/12

**APPROVED AS TO FORM:
COUNTY COUNSEL
JOHN P. DOERING**

**APPROVED AS TO CONTENT:
COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY**

By: 

By: 

Title: ~~Deputy~~ County Counsel

Title: Interim Director

Dated: 12/19/12

Dated: 12/11/12

**Center For Human Services
AGREEMENT TO PROVIDE
StanWORKS PROGRAM SERVICE
JANUARY 1, 2013 THROUGH JUNE 30, 2014**

I. SCOPE OF WORK:

1. CONTRACTOR shall provide:

- A. Community Service Program (CSP).** CSP is designed to improve the employability of customers not otherwise able to obtain employment, and must be supervised on an ongoing basis no less frequently than daily. Daily supervision is determined appropriate and provided by the training or service provider at the same level as other trainees. Appropriate Community Service Program assignments must take into account prior training, skills and work experience to the extent possible. Customers in CSP component receive up to 40 hours per week of work, customers will be provided with basic job skills that can lead to employment while meeting a community need. Customer activities will focus on the following topics:
1. Techniques for finding employment
 2. Development of a resume and cover letter
 3. Proper Job application completion
 4. Defining their employment history
 5. Attire and presentation skills
 6. Interviewing skills
 7. Workplace expectations
 8. Life skills
- B. Bridging Activities** as identified in Exhibit B, designed to teach soft skills and technical skills to enable customers to understand the functional necessities for obtaining and keeping employment. Bridging Activities may include but are not limited to:
1. Interpersonal Skills development (Life Skills)
 2. Professional Skills (time management, work ethic, teambuilding, etc)
- C. Services** shall be provided at the following locations:
1. Westside Stanislaus County
 2. Eastern Stanislaus County
- D. Services** outlined in EXHIBIT A to approximately 540 customers during the 18 month program period.
- E. Consideration and coordination** with AW to respond to customer requests for change of service venue;
- F. Follow up or re-engagement services** to encourage customer program participation as directed by AW staff.

2. COORDINATION AND DOCUMENTATION OF SERVICES

- A. CONTRACTOR** shall record all program services provided to customers under this contract using the procedures established in discussion with CSA and Alliance Worknet.
- B. CONTRACTOR** must maintain any program files, electronic database entries, and if available, AW DETNET database entries, as needed to administer the contract.
- C. CONTRACTOR** will coordinate customer activities with AW staff via phone, e-mail, or fax.
- D. CONTRACTOR** will notify AW and/or CSA of service, outcomes or change in status as soon as practical – but within five working days.

3. TERM OF AGREEMENT

This Agreement shall be effective January 1, 2013, through June 30, 2014.

4. FINANCIAL REPORTING

CONTRACTOR will provide summary of program expenses and the total number of Customers served during the month (see Exhibits C and D for additional information and instructions).

5. CUSTOMER SATISFACTION AND GRIEVANCE

CONTRACTOR must provide Customers the opportunity to express their views, grievances, and complaints. CONTRACTORS may use established AW procedures to meet this requirement.

6. PROGRAM COMPLIANCE

- A. AW shall review program area setups and determine if space and staffing requirements to meet projected customer flow are appropriate.
- B. CONTRACTOR will prepare facilities to safely accommodate projected customer flow, based on service type as defined in Exhibit B.
- C. All services must be provided in a safe and healthy environment.

7. COST:

This is a cost reimbursement Agreement. Contractor shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT D, which is hereby incorporated by reference and made a part hereof, or as the budget is thereafter amended or obligated. The maximum amount of this Agreement for the period January 1, 2013, through June 30, 2014, shall not exceed \$284,936.00.

- A. Due to the nature of the fiscal year end occurring twice during the cycle of this agreement, the allowable expenses shall be divided into two budget patterns as described in Exhibit D-1 and Exhibit D-2
 - 1. Expenses shown in Exhibit D-1 shall not exceed \$104,791.00 for the contract period ranging from 01/01/2013 to 06/30/2013.
 - 2. Expenses shown in Exhibit D-2 shall not exceed \$180,145.00 for the contract period ranging from 07/01/2013 to 06/30/2014.
 - 3. As this is a cash basis agreement, any funds remaining under Exhibit D-1 at the end of the Exhibit D-1 fiscal year period will **not** be carried over to Exhibit D-2.
- B. Contractor shall make no charge to the recipient and shall collect no share of cost.
- C. Contractor agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Contractor costs, both indirect and direct, relative to this Agreement.
- D. 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 Agreement/program. County reserves the right to physically reclaim any/all such property at the conclusion of the Agreement in accordance with 45 Code of Federal Regulations, Part 74, Administration of Grants.

E. 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.

8. ATTENDANCE AND PROGRESS REPORTS:

- A. CONTRACTOR shall submit attendance reports detailing the hours of participation for each customer in the form or template specified by COUNTY on a weekly basis.
- B. Progress reports shall be submitted on a monthly basis or more frequently, as needed, to verify customer participation in WTW program activities.

DEFINITIONS OF PROGRAM COMPONENTS AND ACTIVITIES

CONTRACTOR shall provide one or more of the following Welfare-To-Work components and Activities pursuant to activities specified in EXHIBIT A.

1. **Job Search and Job Readiness Assistance**

- Up to 35 hours per week
- Cannot exceed 4 consecutive or 12 total weeks per year

Job Search is defined as the act of seeking or obtaining employment. Job Readiness Assistance is preparation to seek or obtain employment, including life skills training, substance abuse treatment, mental health treatment, domestic abuse services or rehabilitation activities for those who are otherwise employable. Substance abuse treatment, mental health treatment and rehabilitation activities must be determined to be necessary and certified by a qualified medical or mental health professional. Job Search and Job Readiness Assistance activities must be supervised by a responsible party on an ongoing basis no less frequently than daily. Job Search is a WTW activity in which the customer's principal activity is to seek employment. In addition, job search includes looking for suitable openings, making contact with potential employers, applying for vacancies, and interviewing for jobs.

Job Readiness Assistance means a WTW activity that provides the customer with training to learn basic job seeking and interviewing skills, to understand employer expectations, and to learn skills designed to enhance an individual's capacity to move toward unsubsidized employment.

Contractors should focus on serving populations with special needs or barriers to employment. While these program services cannot include mental health treatment, domestic abuse or rehabilitation activities, it is important that referral and access to such programs be considered in the contractors concept. Activities for customers served by Job Search and Job Readiness programs should consider or include the following:

- Preparing an individual to obtain and retain employment
- Teaching job search techniques
- Interviewing skills
- Resume writing
- Networking
- Job placement assistance
- Supervised job search
- Life skills techniques
- Instruction in work place expectations
- Assessments of skills and knowledge gaps related to obtaining and retaining employment
- Referral to appropriate community based organizations

2. **Community Service Program**

- Up to 40 hours per week

The Community Service Program (CSP) is designed to allow CalWORKs customers to do work for the direct benefit of the community under the auspices of public or nonprofit organizations. Alliance Worknet will coordinate CSP placements with awardees under this program.

CSP placements are limited to projects that serve a useful community purpose in fields such as health, social services, environmental protection, education, urban and rural development, welfare, recreation, public facilities management, public safety and child care. CSP is designed to improve the employability of customers not otherwise able to obtain employment, and must be supervised on an ongoing basis no less frequently than daily. Daily supervision is determined appropriate and provided by the training or service provider at the same level as other trainees. Appropriate Community Service Program assignments must take into account prior training, skills and work experience to the extent possible.

DEFINITIONS OF PROGRAM COMPONENTS AND ACTIVITIES

Customers in CSP component receive up to 40 hours per week of work experience in public or private nonprofit agencies around Stanislaus County. These agencies enter into agreements with Alliance Worknet, provide site supervisors to oversee the development of program participants and provide them with basic job skills that can lead to employment while meeting a community need. This program does not offer work experience in the private sector.

3. Subsidized Employment

- Up to 40 hours per week

The Subsidized Employment Program provides local business, public or non-profit agencies a direct subsidy from CalWORKs or other public funds to offset some or all of the wages and costs of employing a WTW customer. The program goal is to allow customers to obtain new skills or enhance existing skills to lead to unsubsidized employment. As for the Community Service Program, this RFP does not solicit program operators of the Subsidized Employment Program. However, coordination with and transition to this program are desirable characteristics for proposers in the four solicited program areas.

Generally, customers participating in the Subsidized Employment Program will obtain work readiness skills such as attendance, punctuality, teamwork, attitude, business ethics, work quality, accepting work instruction, job search strategies, placement consultation, resume updates, interview coaching and job retention services. Customers should receive positive reinforcement and recognition as they accomplish tasks and learn new skills on the work site. Work Site Supervisors are to encourage and maintain a supportive atmosphere for learning.

Subsidized Employment allows a public or private entity to assist in the placement of WTW customers in subsidized employment. Contractors who are awarded funding to operate a Subsidized Employment program will receive a subsidy for wages to employ WTW customers. Subsidized Employment is temporary in nature as the subsidy is for a time limited period. Subsidized Employment is to assist the customer in gaining skills necessary to obtain and retain full time unsubsidized employment. The intent of Subsidized Employment is to engage or re-engage customers into the workforce.

4. Bridging Activities

- Minimum 12 hours/week for one-parent Families and 15 hours/week for two-parent Families

Bridging Activities may include both soft skills and technical skills to assist in obtaining and retaining employment. Bridging Activities should be temporary or transitional in nature to prepare the customer to enter the workforce. Bridging Activities are to be designed to allow customers to enter at many different skill or education levels. They should allow for customers who are currently engaged in part time employment, full time employment, educational activities or other WTW activities. Bridging Activities should be designed to provide customers an opportunity to obtain skills leading to employment, advancement in employment and retention of employment.

Bridging Activities may include interpersonal communications, conflict resolution, life skills, family stability and preservation, work maturity, time management, goal setting, problem solving, building self-esteem, dressing professionally, team building, balancing priorities, managing change, getting and keeping a job. Bridging Activities should be open entry/open exit to create the greatest opportunity for customers to maximize bridging services while employed or co-enrolled in vocational training or other WTW activities or between WTW activities. The intent of Bridging Activities is to develop skills that will lead to increased skills, wages, benefits and career opportunities. A web-based or on-line delivery format is strongly encouraged as a component of this activity.

DEFINITIONS OF PROGRAM COMPONENTS AND ACTIVITIES

5. General Educational Development (GED) Activities

Services shall be directed to customers needing additional skill development in order to succeed in their Welfare-to-Work activities. Customers should receive assessment, testing, reading classes, English as a Second Language (ESL) classes, math tutoring, literacy materials and instructional aides. Customers should be assessed for reading disabilities and develop strategies for improvement in customers exhibiting special learning problems on a case by case basis. Provide computer lab time for pre-GED education with instructional aides. Reading, math and ESL classes and GED labs should be provided at locations throughout the county.

6. Vocational English as Second Language (VESL) Activities

- Minimum of 12 hours per week for One-Parent Families and 15 hours per week for Two- Parent Families
- Maximum of 20 hours per week
- Activities shall be to assist CalWORKs customers to obtain critical work-related English language skills in order to improve employment opportunities

Vocational English as Second Language (VESL) services provide intensive, immersive Vocational English development in the context of job search and job readiness. These services will enable limited English speakers to develop critical language skills while building practical vocational skills that lead to employment. Service providers should offer flexibility in scheduling and must be coordinated with other programs and services to ensure meeting participation requirements.

***Note – CSA and AW envision that VESL and CSP program activities will be coordinated to provide customers the opportunity to achieve the up to 40 hours per week participation requirements.**

ALLIANCE WORKNET FINANCIAL PROVISIONS

1. This is a Cost-Reimbursement contract. This will require submission of cost or price data as directed by AW and conforming to allowable cost constraints described below.
2. Allowable costs charged to this program must conform to OMB Circular A-87, A Guide for State and Local Government Agencies, 2 CFR, Part 225, and OMB Circular A-122, at 2 CFR Part 230. All indirect charges including: administrative or allocated costs, rent, other related space costs for the CONTRACTOR locations, direct telephone services, and all general operating costs will be allocated and separately recorded to the AW Welfare to Work Contract based on time studies (provided or approved by AW) and/or other acceptable cost allocation methods (sq. footage, enrollments).
3. CONTRACTOR may charge this budget unit for Accounting staff time based on the same ratio of FRC time studies as described above. Director's Salary and other Administrative Costs are to be based on staff time studies. CONTRACTOR must ensure that the cost allocation methodology and resulting charges to AW Welfare to Work are in accordance with OASC 10 - The Guide for State & Local Agencies - Cost Principles and Procedures for Establishing Cost Allocation Plans and Indirect Cost Rates for Grants and Contracts with the Federal Government.
4. The final Contract Budget is described in Exhibit D. CONTRACTOR charges to the Agreement Budget will not be held to individual line items.
5. Invoicing: CONTRACTOR shall accumulate and report AW WTW expenses in accordance with the information requirements specified in Exhibit D - Contract Budget. Though not anticipated, should additional funding become available for this Agreement, AW will notify CONTRACTOR either to await a budget adjustment from AW or to have the CONTRACTOR present an invoice for funds expensed in excess of the original fixed-price budget. AW shall provide invoice format. Invoices shall be submitted to the Alliance Worknet FACT unit by e-mail to FACT@stanalliance.com or by US mail or another recognized delivery agent to:

Alliance Worknet
ATTN: FACT Unit
PO Box 3389
Modesto, CA 95353-3389

6. Payments: This contract is operated on a CASH BASIS. If the conditions set forth in this Agreement are met, AW shall reimburse CONTRACTOR monthly. Invoices must arrive timely, by the tenth (10th) day of each month, for charges accrued in the preceding month. AW is not responsible for, and will not honor, invoices received more than 30 days after termination date for this Agreement.
 - A. Monthly Reports: By the 10th day of the month (e.g. August) following the month for which payment was made (e.g. July), CONTRACTOR will provide back-up documentation showing all actual expenses for the program. CONTRACTOR shall submit Monthly Reports, receipts, copies of staff Time studies, etc. as requested by AW. If any required conditions are not met, **AW** may hold payment until receiving proper documentation of charges.
 - B. Disputed Claims: AW retains the right to withhold payment on disputed claims.
 - C. Rush Payment: CONTRACTOR can request rushed payment in extraordinary circumstances. AW may give approval on a case-by-case basis.
 - D. Final Payment: Under this Agreement, final payment may be held until a termination of audits is completed.

ALLIANCE WORKNET FINANCIAL PROVISIONS

7. **Funding Change:** If CSA, AW or CONTRACTOR funding changes and interferes with execution of this Agreement, the first party aware of the changes and their impact shall immediately notify the other. AW and CONTRACTOR shall then determine if this Agreement shall be maintained, modified, or terminated. Notification shall be made to the contact person noted on the signature page of this agreement.
8. **Withhold of Payment Policy:** AW may suspend or terminate this Agreement and/or temporarily withhold payment if CONTRACTOR is in default of performance or any type of breach of this Agreement. In case of Agreement suspension, AW may resume payment after AW determines that conditions that halted payment have been corrected.
9. **Reimbursement for Budgeted Expenses:** CONTRACTOR shall be reimbursed for services and benefits according to the provisions of Exhibit D, Contract Budget. Should allowable expenses and/or fees be incurred, but are unable to be reimbursed due to lack of remaining budget funds, those expenses and/or fees will be treated as CONTRACTOR in-kind contributions.
10. **Budget Modification:** AW may initiate budget modification requests according to applicable AW Policy or other deemed necessity to comply with deobligation decisions and/or carryover of available funding.
11. **Financial Management:** CONTRACTOR shall maintain accurate, current and complete records and maintain an effective financial management system. CONTRACTOR shall provide AW with monthly project or program income and outlay (including in-kind contribution) records as required by AW policy. All CONTRACTOR expenditures must be paid for not later than the **14th of June** of the contract year. In order for AW to process final payment or reimbursement to CONTRACTOR, all monthly report documentation must be received not later than the **last full workweek of July** of the contract year.
12. **General Audit Rights And Requirements**
 - A. Non-Federal entities that expend federal awards under more than one federal program must have a single audit. Fiscal years ending on or after 1/1/04 have a Federal expenditure threshold of \$500K. All governmental and non-profit organizations must follow the audit requirements of OMB Circular A-133. In the event it meets the \$500K threshold, CONTRACTOR will request their audit agency to add ALLIANCE WORKNET to list of recipients scheduled to receive original audit reports distributed by the audit agency. CONTRACTOR is obligated to provide AW with appropriate original of the audit report package should the audit agency fail to submit an original directly and it should contain:
 1. Financial Statements, including Balance Sheet, Profit & Loss Statement, Cash Flow Statement, Schedule of Federal Awards by Catalog of Federal Domestic Assistance (CFDA) number or a "Note" to indicate the source of program funding.
 2. A report (opinion) on the financial statements taken as a whole.
 3. A report (opinion) on compliance, including findings and agency comments.
 4. A report (opinion) on internal controls, including findings and agency comments.
 5. A schedule of questioned costs. If none, the Schedule should say "None."
 6. Summary schedule of prior and current audit findings (if applicable)
 7. Auditor's report of Findings including Corrective Action Plans, and
 8. Any management letters issued by the auditor.
 - B. **Fiscal Yearend Audit.** AW will determine and specify in writing to CONTRACTOR should CONTRACTOR be required to provide a program-specific audit prior to contract closeout. AW will notify CONTRACTOR not later than 30 days prior to the contract fiscal yearend.

ALLIANCE WORKNET FINANCIAL PROVISIONS

- C. Audit Reporting. In the event a fiscal yearend audit is required, SUBCONTACTOR will inform the independent auditor to submit their report directly to AW within the earlier of 30 days after completion of the audit and submission of auditor's report(s) to CONTRACTOR, or nine months after the end of the audit period. The independent auditor will submit audit report(s) to:

ALLIANCE WORKNET
Attn: Manager, Welfare to Work Division
P. O. Box 3389
Modesto, CA 95353-33

Stanislaus County - Alliance Worknet - WtW Budget Summary
EXHIBIT D

Agency	Center for Human Services	Agreement No.:	926	Legal Status	CBO
Program	Westside WtW Activities	Funding Title(s):	WtW	Type	Cost Reimbursement
Period	1/1/13 - 6/30/14	Funding PYs	2012-14	Award	\$284,936

Agency hrs per wk	40.0	# Mo.'s In Program	18
Avg. Hrs Per Mo.	173.32	Staff Hours per Yr	3120

AGENCY PERSONNEL COSTS

Agency G/L Number	POSITION/TITLE: List each Job Title on separate line	Name of staff	D-1 Totals 6/30/13	1/1/13-	D-2 Totals 7/1/13-6/30/14	Total Staff Wages
	Program Director		\$ 4,048		\$ 8,096	\$ 12,144
	WtW Project Coordinator		\$ 18,993		\$ 37,987	\$ 56,980
	Program Specialist		\$ 13,520		\$ 27,040	\$ 40,560
	Program Specialist		\$ 13,520		\$ 27,040	\$ 40,560
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
Note: Estimate any overtime separately from normal wage.					Total Staff Salaries	\$ 150,244
23.1%	= Assigned Fringe Rate	4	Total Staff Fringe Benefits			\$ 34,706
		Number staff for pgm = ^	Total Staff Salaries and Fringe Benefits			\$ 184,950

OPERATIONAL COSTS

Agency G/L Number	Description	D-1 Totals 6/30/13	1/1/13-	D-2 Totals 7/1/13-6/30/14	Total Operating Expenses
	Sub-Contracted Services	\$ -		\$ -	\$ -
	Office Supplies	\$ 600		\$ 1,200	\$ 1,800
	Rent/Bldg Expense	\$ 12,240		\$ 24,480	\$ 36,720
	Equipment	\$ 1,350		\$ -	\$ 1,350
	Insurance	\$ -		\$ -	\$ -
	Office Furnishings	\$ 4,000		\$ -	\$ 4,000
	Computers	\$ 7,200		\$ -	\$ 7,200
	Travel / Transportation	\$ 2,000		\$ 4,000	\$ 6,000
	Curriculum - Educational Materials	\$ 833		\$ 1,667	\$ 2,500
	Client Incentives	\$ 1,000		\$ 2,000	\$ 3,000
	Client Supportive Services	\$ -		\$ -	\$ -
	Background Checks/CSP Related Expenses	\$ 250		\$ -	\$ 250
Subtotal Operational Cost					\$ 62,820
Summary of Staff Wages, Fringe & Operational Cost					\$ 247,770
Indirect Overhead Cost = % of Total Agency Cost					15%
Total Funding to be Obligated for Contract Operations					\$ 284,936

ORIGINAL

**Independent Contract # 930
COUNTY OF STANISLAUS
Alliance Worknet
AGREEMENT TO PROVIDE
StanWORKs PROGRAM SERVICE
JANUARY 1, 2013 THROUGH JUNE 30, 2014**

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS ("County") and **ASPIRANET** ("Contractor"), a **Non-Profit Organization** on January 1, 2013.

RECITALS

This Agreement is let in accordance with the Federal Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) enacted by HR3437 re-authorizing Welfare to Work (WTW) in the form of Temporary Assistance to Needy Families (TANF) and other funding. The California State Welfare and Institutions Code (sections 12300, et sequitur), under Title XX of the Social Security Act, authorized California Department of Social Services (CDSS) to conduct state TANF programs. The California Work Opportunity and Responsibility to Kids Act (CalWorks), enacted by AB 1542, uses the California state Manual of Policy and Procedures to administer the state's TANF funding

WHEREAS, the Stanislaus County Community Services Agency (CSA) is responsible for administering the Stanislaus County CalWorks Program known as StanWORKS Welfare to Work;

WHEREAS, ALLIANCE WORKNET (AW) has agreed with CSA to administer Workforce Development activities in support of the AW Welfare to Work program;

WHEREAS, AW intends to subcontract related StanWORKS Welfare-to-Work activities;

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 shall 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 shall 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 Agreement is 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 thirty (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 shall constitute County's intention to terminate this Agreement in the event corrections are not accomplished within thirty (30) days.
- 3.6 This Agreement 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 Agreement, County may terminate the Agreement immediately:
- A. Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services; or,
 - 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 Agreement 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 shall 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 shall 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 Agreement, 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 shall comply with such provisions before commencing the performance of the work of this Agreement.

- 7.2 Any deductibles, self-insured retentions or named insured 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 insured, 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 shall be responsible for and pay any self-insured retention or deductible and shall 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 insured 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 insured 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.
- 7.12 If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor agrees to maintain the required insurance coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. Contractor may maintain the required post agreement coverage by renewal of purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

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.
- 8.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:
- 8.4.1 Contractor shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Contractor or its subcontractors;
- 8.4.2 No provision of this Agreement shall be interpreted to permit or obligate Contractor to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and
- 8.4.3 At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Contractor.

9 STATUS OF CONTRACTOR

- 9.3 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.
- 9.4 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.
- 9.5 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 services are 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.

- 9.6 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.
- 9.7 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.
- 9.8 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.
- 9.9 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

- 10.3 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.
- 10.4 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.
- 10.5 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.
- 10.6 County shall have the right to audit all billings and records of the Contractor related to this Agreement as required by State law. County may appoint an independent public accountant.
- 10.7 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.
- 10.8 Monitoring by County may be accomplished by the following means: field reviews, audit claims, monthly review of records, etc.

- 10.9 Contractor shall be responsible for the procurement and performance of a fiscal and compliance audit annually. Further, entities receiving in excess of \$500,000 in Federal funds must comply with the Single Audit Act of 1984, PL 98-502 and the Single Audit Amendments of 1996, P.L. 104-156. 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-133 as this applies to the auditing of states, local governments, institutions of higher education and non-profit.
- 10.10 The annual audit requirement is replaced with a biennial audit covering the most recent fiscal year if all of the following apply:
- A. The total County Agreement expenditures, from all funding sources, during the fiscal year, are less than \$100,000
 - B. The Contractor is in compliance with all other Agreement requirements
 - C. An audit was performed on one of the preceding two years in accordance with Government Auditing Standards and a copy of the report and any management letter has been submitted to County
 - 1) The auditor's opinion on the financial statement and the schedule of federal awards (if applicable) were unqualified
 - 2) There were no deficiencies in internal control over financial reporting that were identified as material weaknesses under the requirements of Government Auditing Standards
 - 3) None of the state or federal programs had audit findings in the preceding year that were classified as:
 - a. Material weaknesses in the internal control over compliance
 - b. Noncompliance with the provisions of laws, regulations, contracts, or grant agreements that had a material effect on the program
 - c. Known or likely questioned costs
 - D. The audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 10.9 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.
- 10.10 Expenses incurred by Contractor to provide for the performance of an audit to satisfy said requirements are an allowable Agreement cost. Contractor is responsible for ensuring that the appropriate portion of audit costs are included with its total executed Agreement funds.

- 10.11 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:

- 11.3 Any and all information pertaining to the administration of public social services, for which grants in aid are received shall be confidential and will not be open to examination for any purpose not directly connected with the administration of public social services.
- 11.4 No person shall publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.
- 11.5 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.
- 11.6 Contractor, as an agent of Stanislaus County, shall be in compliance with the privacy and security safeguards agreement titled Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the County of Stanislaus, Community Services Agency located at <http://www.stanworks.com/other-services/medi-cal-data-privacy-and-security-agreement.pdf>.

12 NON-DISCRIMINATION

- 12.3 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 disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. 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 non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- 12.4 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 12.5 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

13.3 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.

13.4 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: Stanislaus County Alliance Worknet
Attention: Paul Rodgers
PO Box 3389
Modesto, CA 95353-3389

To Contractor: **Aspiranet**
Attention: Sandra Genova
151 East Canal Drive
Turlock, CA 95380

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

22.3 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.

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

22.5 Additional costs to County for maintaining any portion of the Agreement 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 shall abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Contractor shall also abide by specific codes of ethics prescribed by the professional organizations which set standards for their profession.
- Quality of Service: Employees of Contractor shall 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 shall conduct all activities with respect and courtesy for participants.
- **Propriety:** Employees of Contractor shall not make use of their position or relationship with clients for personal gain.
- **Positive Representation:** Employees of Contractor shall 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 Agreement including those covered by copyright.

26 CONVICTION OF CRIME

26.3 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 provide services under this Agreement, when such information becomes known to Contractor.

26.4 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.

26.5 Contractor shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1 through 11165.6. 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 shall comply with the provisions of the code section.

27 MATCHING FUNDS

These funds are not available for matching unless certified by County.

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

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

28.4 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 shall 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 COMPLIANCE WITH FALSE CLAIMS ACT

29.3 Contractor shall notify County immediately upon discovery of any employee of Contractor, any subcontractor, agent or other persons providing services, on behalf of Contractor who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Contractor, any subcontractor, agent or other persons providing services on behalf of Contractor, who is placed on the Medi-Cal Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at www.medi-cal.ca.gov.

29.4 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Contractor shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claims Act. Contractor agrees that it has received a copy of the False Health Care Claims Policy approved by the Stanislaus County Board of Supervisors on May 8, 2007 and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor shall adhere to these policies and procedures.

30 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 is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.



This Agreement has been signed by the parties or their duly authorized representatives to become effective as of the date referenced on the first page.

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

COUNTY OF STANISLAUS

ASPIRANET

By: 
JEFFREY ROWE

By: 
VERNON BROWN

Title: Director, Alliance Worknet

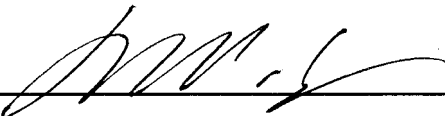
Title: Chief Executive Officer

Dated: 1/9/13

Dated: 1/8/13

**APPROVED AS TO FORM:
COUNTY COUNSEL
JOHN P. DOERING**

**APPROVED AS TO CONTENT:
COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY**

By: 

By: 

Title: County Counsel

Title:  Director

Dated: 12/19/12

Dated: 12/21/12

ORIGINAL

**AspiraNet
AGREEMENT TO PROVIDE
StanWORKS PROGRAM SERVICE
JANUARY 1, 2013 THROUGH JUNE 30, 2014**

I. SCOPE OF WORK:

1. CONTRACTOR shall provide:

- A. Community Service Activity, (CSP).** CSP is designed to improve the employability of customers not otherwise able to obtain employment, and must be supervised on an ongoing basis no less frequently than daily. Daily supervision is determined appropriate and provided by the training or service provider at the same level as other trainees. Appropriate Community Service Program assignments must take into account prior training, skills and work experience to the extent possible. Customers in CSP component receive up to 40 hours per week of work, customers will be provided with basic job skills that can lead to employment while meeting a community need.

Customer activities will focus on the following topics:

1. Techniques for finding employment
 2. Development of a resume and cover letter
 3. Proper Job application completion
 4. Defining their employment history
 5. Attire and presentation skills
 6. Interviewing skills
 7. Workplace expectations
 8. Life skills
- B. Vocational English-as-a-Second Language (VESL)** to non-English speaking customers in preparation for entering the labor force.
- C. Bridging Activities** designed to teach soft skills and technical skills to enable customers to understand the functional necessities for obtaining and keeping employment. Bridging Activities may include but are not limited to:
1. Interpersonal Skills development (Life Skills)
 2. Professional Skills (time management, work ethic, teambuilding, etc)
- D. Services shall be provided at the following locations:**
1. Turlock Area
- E. Services outlined in EXHIBIT A to approximately 300 customers during the 18 month program period.**
- F. Consideration and coordination with AW to respond to customer requests for change of service venue;**
- G. Follow up or re-engagement services to encourage customer program participation as directed by AW staff.**

2. COORDINATION AND DOCUMENTATION OF SERVICES

- A. CONTRACTOR shall record all program services provided to customers under this contract using the procedures established in discussion with CSA and Alliance Worknet.**
- B. CONTRACTOR must maintain any program files, electronic database entries, and if available, AW DETNET database entries, as needed to administer the contract.**
- C. CONTRACTOR will coordinate customer activities with AW staff via phone, e-mail, or fax.**

D. CONTRACTOR will notify AW and/or CSA of service, outcomes or change in status as soon as practical – but within five working days.

3. TERM OF AGREEMENT

This Agreement shall be effective January 1, 2013, through June 30, 2014.

4. FINANCIAL REPORTING

CONTRACTOR will provide summary of program expenses and the total number of Customers served during the month (see Exhibits C and D for additional information and instructions).

5. CUSTOMER SATISFACTION AND GRIEVANCE

CONTRACTOR must provide Customers the opportunity to express their views, grievances, and complaints. CONTRACTORS may use established AW procedures to meet this requirement.

6. PROGRAM COMPLIANCE

- A. AW shall review program area setups and determine if space and staffing requirements to meet projected customer flow are appropriate.
- B. CONTRACTOR will prepare facilities to safely accommodate projected customer flow, based on service type as defined in Exhibit B.
- C. All services must be provided in a safe and healthy environment.

7. COST: This is a cost reimbursement Agreement. Contractor shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT D, which is hereby incorporated by reference and made a part hereof, or as the budget is thereafter amended or obligated. The maximum amount of this Agreement for the period January 1, 2013, through June 30, 2014, shall not exceed \$180,000.00.

- A. Due to the nature of the fiscal year end occurring twice during the cycle of this agreement, the allowable expenses shall be divided into two budget patterns as described in Exhibit D-1 and Exhibit D-2
 - 1. Expenses shown in Exhibit D-1 shall not exceed \$60,164.00 for the contract period ranging from 01/01/2013 to 06/30/2013.
 - 2. Expenses shown in Exhibit D-2 shall not exceed \$119,836.00 for the contract period ranging from 07/01/2013 to 06/30/2014.
 - 3. As this is a cash basis agreement, any funds remaining under Exhibit D-1 at the end of the Exhibit D-1 fiscal year period will **not** be carried over to Exhibit D-2.
- B. Contractor shall make no charge to the recipient and shall collect no share of cost.
- C. Contractor agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Contractor costs, both indirect and direct, relative to this Agreement.
- D. 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 Agreement/program. County reserves the right to physically reclaim any/all such property at the conclusion of the Agreement in accordance with 45 Code of Federal Regulations, Part 74, Administration of Grants.

- E. 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.
8. ATTENDANCE AND PROGRESS REPORTS:
- A. CONTRACTOR shall submit attendance reports detailing the hours of participation for each customer in the form or template specified by COUNTY on a weekly basis.
 - B. Progress reports shall be submitted on a monthly basis or more frequently, as needed, to verify customer participation in WTW program activities.

DEFINITIONS OF PROGRAM COMPONENTS AND ACTIVITIES

CONTRACTOR shall provide one or more of the following Welfare-To-Work components and Activities pursuant to activities specified in EXHIBIT A.

1. Job Search and Job Readiness Assistance

- Up to 35 hours per week
- Cannot exceed 4 consecutive or 12 total weeks per year

Job Search is defined as the act of seeking or obtaining employment. Job Readiness Assistance is preparation to seek or obtain employment, including life skills training, substance abuse treatment, mental health treatment, domestic abuse services or rehabilitation activities for those who are otherwise employable. Substance abuse treatment, mental health treatment and rehabilitation activities must be determined to be necessary and certified by a qualified medical or mental health professional. Job Search and Job Readiness Assistance activities must be supervised by a responsible party on an ongoing basis no less frequently than daily. Job Search is a WTW activity in which the customer's principal activity is to seek employment. In addition, job search includes looking for suitable openings, making contact with potential employers, applying for vacancies, and interviewing for jobs.

Job Readiness Assistance means a WTW activity that provides the customer with training to learn basic job seeking and interviewing skills, to understand employer expectations, and to learn skills designed to enhance an individual's capacity to move toward unsubsidized employment.

Contractors should focus on serving populations with special needs or barriers to employment. While these program services cannot include mental health treatment, domestic abuse or rehabilitation activities, it is important that referral and access to such programs be considered in the contractors concept. Activities for customers served by Job Search and Job Readiness programs should consider or include the following:

- Preparing an individual to obtain and retain employment
- Teaching job search techniques
- Interviewing skills
- Resume writing
- Networking
- Job placement assistance
- Supervised job search
- Life skills techniques
- Instruction in work place expectations
- Assessments of skills and knowledge gaps related to obtaining and retaining employment
- Referral to appropriate community based organizations

2. Community Service Program

- Up to 40 hours per week

The Community Service Program (CSP) is designed to allow CalWORKs customers to do work for the direct benefit of the community under the auspices of public or nonprofit organizations. Alliance Worknet will coordinate CSP placements with awardees under this program.

CSP placements are limited to projects that serve a useful community purpose in fields such as health, social services, environmental protection, education, urban and rural development, welfare, recreation, public facilities management, public safety and child care. CSP is designed to improve the employability of customers not otherwise able to obtain employment, and must be supervised on an ongoing basis no less frequently than daily. Daily supervision is determined appropriate and provided by the training or service provider at the same level as other trainees. Appropriate Community Service Program assignments must take into account prior training, skills and work experience to the extent possible.

DEFINITIONS OF PROGRAM COMPONENTS AND ACTIVITIES

Customers in CSP component receive up to 40 hours per week of work experience in public or private nonprofit agencies around Stanislaus County. These agencies enter into agreements with Alliance Worknet, provide site supervisors to oversee the development of program participants and provide them with basic job skills that can lead to employment while meeting a community need. This program does not offer work experience in the private sector.

3. Subsidized Employment

- Up to 40 hours per week

The Subsidized Employment Program provides local business, public or non-profit agencies a direct subsidy from CalWORKs or other public funds to offset some or all of the wages and costs of employing a WTW customer. The program goal is to allow customers to obtain new skills or enhance existing skills to lead to unsubsidized employment. As for the Community Service Program, this RFP does not solicit program operators of the Subsidized Employment Program. However, coordination with and transition to this program are desirable characteristics for proposers in the four solicited program areas.

Generally, customers participating in the Subsidized Employment Program will obtain work readiness skills such as attendance, punctuality, teamwork, attitude, business ethics, work quality, accepting work instruction, job search strategies, placement consultation, resume updates, interview coaching and job retention services. Customers should receive positive reinforcement and recognition as they accomplish tasks and learn new skills on the work site. Work Site Supervisors are to encourage and maintain a supportive atmosphere for learning.

Subsidized Employment allows a public or private entity to assist in the placement of WTW customers in subsidized employment. Contractors who are awarded funding to operate a Subsidized Employment program will receive a subsidy for wages to employ WTW customers. Subsidized Employment is temporary in nature as the subsidy is for a time limited period. Subsidized Employment is to assist the customer in gaining skills necessary to obtain and retain full time unsubsidized employment. The intent of Subsidized Employment is to engage or re-engage customers into the workforce.

4. Bridging Activities

- Minimum 12 hours/week for one-parent Families and 15 hours/week for two-parent Families

Bridging Activities may include both soft skills and technical skills to assist in obtaining and retaining employment. Bridging Activities should be temporary or transitional in nature to prepare the customer to enter the workforce. Bridging Activities are to be designed to allow customers to enter at many different skill or education levels. They should allow for customers who are currently engaged in part time employment, full time employment, educational activities or other WTW activities. Bridging Activities should be designed to provide customers an opportunity to obtain skills leading to employment, advancement in employment and retention of employment.

Bridging Activities may include interpersonal communications, conflict resolution, life skills, family stability and preservation, work maturity, time management, goal setting, problem solving, building self-esteem, dressing professionally, team building, balancing priorities, managing change, getting and keeping a job. Bridging Activities should be open entry/open exit to create the greatest opportunity for customers to maximize bridging services while employed or co-enrolled in vocational training or other WTW activities or between WTW activities. The intent of Bridging Activities is to develop skills that will lead to increased skills, wages, benefits and career opportunities. A web-based or on-line delivery format is strongly encouraged as a component of this activity.

DEFINITIONS OF PROGRAM COMPONENTS AND ACTIVITIES

5. General Educational Development (GED) Activities

Services shall be directed to customers needing additional skill development in order to succeed in their Welfare-to-Work activities. Customers should receive assessment, testing, reading classes, English as a Second Language (ESL) classes, math tutoring, literacy materials and instructional aides. Customers should be assessed for reading disabilities and develop strategies for improvement in customers exhibiting special learning problems on a case by case basis. Provide computer lab time for pre-GED education with instructional aides. Reading, math and ESL classes and GED labs should be provided at locations throughout the county.

6. Vocational English as Second Language (VESL) Activities

- Minimum of 12 hours per week for One-Parent Families and 15 hours per week for Two-Parent Families
- Maximum of 20 hours per week
- activities shall be to assist CalWORKs customers to obtain critical work-related English language skills in order to improve employment opportunities

Vocational English as Second Language (VESL) services provide intensive, immersive Vocational English development in the context of job search and job readiness. These services will enable limited English speakers to develop critical language skills while building practical vocational skills that lead to employment. Service providers should offer flexibility in scheduling and must be coordinated with other programs and services to ensure meeting participation requirements.

***Note – CSA and AW envision that VESL and CSP program activities will be coordinated to provide customers the opportunity to achieve the up to 40 hours per week participation requirements.**

ALLIANCE WORKNET FINANCIAL PROVISIONS

1. This is a Cost-Reimbursement contract. This will require submission of cost or price data as directed by AW and conforming to allowable cost constraints described below.
2. Allowable costs charged to this program must conform to OMB Circular A-87, A Guide for State and Local Government Agencies, 2 CFR, Part 225, and OMB Circular A-122, at 2 CFR Part 230. All indirect charges including: administrative or allocated costs, rent, other related space costs for the CONTRACTOR locations, direct telephone services, and all general operating costs will be allocated and separately recorded to the AW Welfare to Work Contract based on time studies (provided or approved by AW) and/or other acceptable cost allocation methods (sq. footage, enrollments).
3. CONTRACTOR may charge this budget unit for Accounting staff time based on the same ratio of FRC time studies as described above. Director's Salary and other Administrative Costs are to be based on staff time studies. CONTRACTOR must ensure that the cost allocation methodology and resulting charges to AW Welfare to Work are in accordance with OASC 10 - The Guide for State & Local Agencies - Cost Principles and Procedures for Establishing Cost Allocation Plans and Indirect Cost Rates for Grants and Contracts with the Federal Government.
4. The final Contract Budget is described in Exhibit D. CONTRACTOR charges to the Agreement Budget will not be held to individual line items.
5. Invoicing: CONTRACTOR shall accumulate and report AW WTW expenses in accordance with the information requirements specified in Exhibit D - Contract Budget. Though not anticipated, should additional funding become available for this Agreement, AW will notify CONTRACTOR either to await a budget adjustment from AW or to have the CONTRACTOR present an invoice for funds expensed in excess of the original fixed-price budget. AW shall provide invoice format. Invoices shall be submitted to the Alliance Worknet FACT unit by e-mail to FACT@stanalliance.com or by US mail or another recognized delivery agent to:

Alliance Worknet
ATTN: FACT Unit
PO Box 3389
Modesto, CA 95353-3389
6. Payments: This contract is operated on a CASH BASIS. If the conditions set forth in this Agreement are met, AW shall reimburse CONTRACTOR monthly. Invoices must arrive timely, by the tenth (10th) day of each month, for charges accrued in the preceding month. AW is not responsible for, and will not honor, invoices received more than 30 days after termination date for this Agreement.
 - A. Monthly Reports: By the 10th day of the month (e.g. August) following the month for which payment was made (e.g. July), CONTRACTOR will provide back-up documentation showing all actual expenses for the program. CONTRACTOR shall submit Monthly Reports, receipts, copies of staff Time studies, etc. as requested by AW. If any required conditions are not met, AW may hold payment until receiving proper documentation of charges.
 - B. Disputed Claims: AW retains the right to withhold payment on disputed claims.
 - C. Rush Payment: CONTRACTOR can request rushed payment in extraordinary circumstances. AW may give approval on a case-by-case basis.
 - D. Final Payment: Under this Agreement, final payment may be held until a termination of audits is completed.

ALLIANCE WORKNET FINANCIAL PROVISIONS

7. **Funding Change:** If CSA, AW or CONTRACTOR funding changes and interferes with execution of this Agreement, the first party aware of the changes and their impact shall immediately notify the other. AW and CONTRACTOR shall then determine if this Agreement shall be maintained, modified, or terminated. Notification shall be made to the contact person noted on the signature page of this agreement.
8. **Withhold of Payment Policy:** AW may suspend or terminate this Agreement and/or temporarily withhold payment if CONTRACTOR is in default of performance or any type of breach of this Agreement. In case of Agreement suspension, AW may resume payment after AW determines that conditions that halted payment have been corrected.
9. **Reimbursement for Budgeted Expenses:** CONTRACTOR shall be reimbursed for services and benefits according to the provisions of Exhibit D, Contract Budget. Should allowable expenses and/or fees be incurred, but are unable to be reimbursed due to lack of remaining budget funds, those expenses and/or fees will be treated as CONTRACTOR in-kind contributions.
10. **Budget Modification:** AW may initiate budget modification requests according to applicable AW Policy or other deemed necessity to comply with deobligation decisions and/or carryover of available funding.
11. **Financial Management:** CONTRACTOR shall maintain accurate, current and complete records and maintain an effective financial management system. CONTRACTOR shall provide AW with monthly project or program income and outlay (including in-kind contribution) records as required by AW policy. All CONTRACTOR expenditures must be paid for not later than the **14th of June** of the contract year. In order for AW to process final payment or reimbursement to CONTRACTOR, all monthly report documentation must be received not later than the **last full workweek of July** of the contract year.
12. **General Audit Rights And Requirements**
 - A. Non-Federal entities that expend federal awards under more than one federal program must have a single audit. Fiscal years ending on or after 1/1/04 have a Federal expenditure threshold of \$500K. All governmental and non-profit organizations must follow the audit requirements of OMB Circular A-133. In the event it meets the \$500K threshold, CONTRACTOR will request their audit agency to add ALLIANCE WORKNET to list of recipients scheduled to receive original audit reports distributed by the audit agency. CONTRACTOR is obligated to provide AW with appropriate original of the audit report package should the audit agency fail to submit an original directly and it should contain:
 1. Financial Statements, including Balance Sheet, Profit & Loss Statement, Cash Flow Statement, Schedule of Federal Awards by Catalog of Federal Domestic Assistance (CFDA) number or a "Note" to indicate the source of program funding.
 2. A report (opinion) on the financial statements taken as a whole.
 3. A report (opinion) on compliance, including findings and agency comments.
 4. A report (opinion) on internal controls, including findings and agency comments.
 5. A schedule of questioned costs. If none, the Schedule should say "None."
 6. Summary schedule of prior and current audit findings (if applicable)
 7. Auditor's report of Findings including Corrective Action Plans, and
 8. Any management letters issued by the auditor.
 - B. **Fiscal Yearend Audit.** AW will determine and specify in writing to CONTRACTOR should CONTRACTOR be required to provide a program-specific audit prior to contract closeout. AW will notify CONTRACTOR not later than 30 days prior to the contract fiscal yearend.

ALLIANCE WORKNET FINANCIAL PROVISIONS

- C. Audit Reporting. In the event a fiscal yearend audit is required, SUBCONTACTOR will inform the independent auditor to submit their report directly to AW within the earlier of 30 days after completion of the audit and submission of auditor's report(s) to CONTRACTOR, or nine months after the end of the audit period. The independent auditor will submit audit report(s) to:

ALLIANCE WORKNET
Attn: Manager, Welfare to Work Division
P. O. Box 3389
Modesto, CA 95353-3389

**Stanislaus County - Alliance Marknet - WtW Budget Summary
Exhibit D**

Agency	AspiraNet
Program	Turlock WtW Activities
Period	1/1/13 - 6/30/14

Agreement No.:	930
Funding Title(s):	WtW
Funding PYS	2012-14

Legal Status	CBO
Type Award	Cost Reimbursement
	\$180,000

Agency hrs per wk	40.0
Avg. Hrs Per Mo.	173.32

# Mo.'s In Program	18
Staff Hours per Yr	3120

AGENCY PERSONNEL COSTS

Agency G/L Number	POSITION/TITLE: List each Job Title on separate line	Name of staff	D-1 Total 1/1/13 - 6/30/13	D-2 Total 7/1/13-6/30/14	Total Staff Wages	
5132	Program Director (Sup. Social Worker)	Sandra Genova	\$ 1,500	\$ 3,000	\$ 4,500	
5162	Program Supervisor	Jennifer Tudor	\$ 6,000	\$ 12,000	\$ 18,000	
5168	Contract Specialist	Jessica Chaffin	\$ 4,050	\$ 8,100	\$ 12,150	
5210	Liaison (Case Manager)	Juliet Alvagi + Liaison (CM)	\$ 18,117	\$ 36,233	\$ 54,350	
			\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	
Note: Estimate any overtime separately from normal wage.					Total Staff Salaries	\$ 89,000
20.0%	= Avg. Fringe Rate		Total Staff Fringe Benefits (Details below)		\$ 17,800	
Number staff for pgm = 4					Total Staff Salaries and Fringe Benefits	\$ 106,800

Agency G/L Number	STAFF FRINGE BENEFITS	D-1 Total 1/1/13 - 6/30/13	D-2 Total 7/1/13-6/30/14	Staff Fringe Cost
	Retirement - (A)	\$ 297	\$ 593	\$ 890
	Retirement - (B)	\$ -	\$ -	\$ -
	Retirement - Others	\$ -	\$ -	\$ -
	OASDHI - (FICA)	\$ 2,373	\$ 4,747	\$ 7,120
	Medicare	\$ 297	\$ 593	\$ 890
	Health & Welfare Insurance (A)	\$ 1,780	\$ 3,560	\$ 5,340
	Health & Welfare Insurance (B)	\$ -	\$ -	\$ -
	Health & Welfare Insurance (C)	\$ -	\$ -	\$ -
	Health & Welfare Insurance (D)	\$ -	\$ -	\$ -
	Health & Welfare Insurance (E)	\$ -	\$ -	\$ -
	LTD	\$ -	\$ -	\$ -
	or SUI = * annual wage	\$ 445	\$ 445	\$ 890
	Workers Comp -	\$ 890	\$ 1,780	\$ 2,670
	Workers Comp - all others	\$ -	\$ -	\$ -
	Est. Fringe Rate charged	20.0%	Total Staff Fringe Benefits	\$ 17,800

OPERATIONAL COSTS

Agency G/L Number	Description	D-1 Total 1/1/13 - 6/30/13	D-2 Total 7/1/13-6/30/14	Total Operating Expenses
5923	Sub-Contracted Services	\$ 11,100	\$ 22,200	\$ 33,300
6310	Telephone	\$ 198	\$ 396	\$ 594
6311	Cell Phones	\$ 270	\$ 540	\$ 810
6313	DATA/Network	\$ 750	\$ 1,500	\$ 2,250
6510	Printing	\$ 30	\$ 60	\$ 90
6512	Postage	\$ 18	\$ 36	\$ 54
6523	Office Supplies	\$ 340	\$ 680	\$ 1,020
7032	Program Supplies	\$ 400	\$ 800	\$ 1,200
6101	Office Lease	\$ 6,000	\$ 12,000	\$ 18,000
6105	Maintenance	\$ 450	\$ 900	\$ 1,350
6301	Utilities	\$ 600	\$ 1,200	\$ 1,800
6601	Equipment Lease/Rental	\$ 180	\$ 360	\$ 540
6605	Equipment Maint and Supplies	\$ 30	\$ 60	\$ 90
6408	Contract Security	\$ 66	\$ 132	\$ 198
6701	Travel / Mileage	\$ 408	\$ 816	\$ 1,224
Subtotal Operational Cost				\$ 62,520
Summary of Staff Wages, Fringe & Operational Cost				\$ 169,320
Indirect Overhead Cost = % of Wages & Fringe				10% \$ 10,680
Total Funding to be Obligated for Contract Operations				\$ 180,000