

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

KS

DEPT: Community Services Agency

BOARD AGENDA # *B-7

Urgent Routine *dot*

AGENDA DATE June 11, 2013

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award an Agreement to International Rescue Committee, Incorporated for the Provision of Employment Services for the Stanislaus County Refugee Population

STAFF RECOMMENDATIONS:

1. Approve the award of an agreement for Employment Services to International Rescue Committee, Incorporated for the contract period of July 1, 2013 through June 30, 2016, in an amount not to exceed a total of \$600,000. There is also an option to extend this contract through September 30, 2017.
2. Authorize the Purchasing Agent to sign the agreement and any amendments, not to exceed the agreement amount of \$600,000.

FISCAL IMPACT:

The agreement totals \$600,000 for the period of July 1, 2013 through June 30, 2016. Appropriations and estimated revenues of \$200,000 to support this agreement for the first year are included in the Agency's Fiscal Year 2013-2014 Proposed Budget. The ongoing appropriations and revenues for the awarded contract will be included in the Community Services Agency's budget submission for the succeeding fiscal years. Federal funding for Refugee Social Services may be rolled forward for one year after the allocation year.

Continued on Page 2

BOARD ACTION AS FOLLOWS:

No. 2013-271

On motion of Supervisor Monteith, Seconded by Supervisor Withrow

and approved by the following vote,

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

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:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

FISCAL IMPACT (Continued):

Funding for Refugee Social Services (RSS) is provided through Federal grants originating with the Federal Office of Refugee Resettlement and distributed to the local level via allocations from the California Department of Social Services Refugee Programs Bureau.

RSS funding for Fiscal Year 2013-2014 consists of the rollover funds from the prior Federal Fiscal Year's allocation of \$175,000 plus an estimated Federal Fiscal Year 2013-2014 allocation in the amount of \$193,000. The total estimated funds are approximately \$368,000 for the Federal Fiscal Year 2013-2014. Fiscal Year 2013-2014 funds will be eligible for roll forward through Fiscal Year 2014-2015. The difference between total funds and contract services will be used to cover agency oversight, case management and program support in accordance with the Federal grant guidelines. This program is 100% Federally funded with no impact to the County General Fund.

DISCUSSION:

The intent of the Stanislaus County Refugee Social Services (RSS) program is to provide eligible refugees with work activities and social services that are designed to address language, cultural, and other barriers facing the refugees. Providing these services will assist in cultural integration and prepare approximately 300 refugees annually for employment, leading to self-sufficiency and productivity as a resident of Stanislaus County.

In January, 2009 the Board approved the Community Services Agency (CSA) plan to implement the Refugee Social Services program to respond to this need of assistance and services. The goal of this program is to engage all eligible refugees in social services and work activities that are appropriately designed to address language and cultural barriers facing the refugees in order to prepare them for employment, leading them toward self-sufficiency and community acculturation.

On January 15, 2013 the Board approved CSA in partnership with the General Services Agency (GSA) to issue Request for Proposal #12-66-SS for the provision of Employable Services to Stanislaus County Refugee Population. The agreement will provide a range of services to prepare the Refugee customers for employment and self-sufficiency, including employment services, skill building, English language training, bridging activities, and case management. Two proposals were received. A five-member review panel consisting of staff from the Community Services Agency, the Health Services Agency, and the Chief Executive Office reviewed each proposal based on the information set forth in the Request for Proposals packet. On April 22, 2013, the two proposing agencies were notified in writing of the County's intent to award. The RFP provides protocol for proposing agencies to protest the award process. No protests were received.

Based on the review of the submitted proposals, the Agency is recommending that the Board of Supervisors award the agreement for Refugee Employment Services to International Rescue Committee, Incorporated.

POLICY ISSUE:

Approval to award the Stanislaus County Refugee Employment Services contract supports the Board's priorities of A Healthy Community, Effective Partnerships and Efficient Delivery of Public Services by providing services through a vendor partnership to promote acculturation, employability, and self sufficiency of the refugee population in the community in the most cost effective and efficient manner.

STAFFING IMPACT:

There is no staffing impact associated with this request.

CONTACT PERSON:

Kathryn Harwell, Director 558-2500

**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
AGREEMENT TO PROVIDE
REFUGEE SOCIAL SERVICES EMPLOYMENT SERVICES
JULY 1, 2013 THROUGH JUNE 30, 2016**

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS ("County") and **INTERNATIONAL RESCUE COMMITTEE, INC.** ("Contractor"), a non-profit corporation with an effective date of July 1, 2013.

RECITALS

WHEREAS, the County has a need for refugee social services employment services; and

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

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 Insurance: 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 (2) 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, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, age (over 40), political affiliation or belief, gender/sex, sexual orientation, gender identity or gender expression. 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: County of Stanislaus
Community Services Agency
Attention: Contracts Manager
PO Box 42
Modesto, CA 95353

To Contractor: International Rescue Committee, Inc.
Attention: Hans Van De Weerd, Executive Director, IRC, Nor-Cal
405 14th Street, Suite 1415
Oakland, CA 94612

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. 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.

25. CONVICTION OF CRIME

- 25.1 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.
- 25.2 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.
- 25.3 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.

26. MATCHING FUNDS

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

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

- 27.1 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".
- 27.2 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.

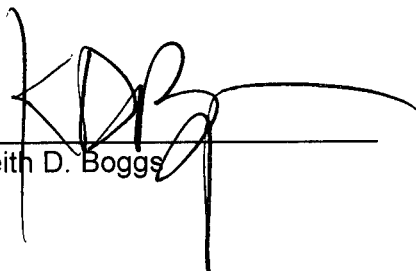
28. COMPLIANCE WITH FALSE CLAIMS ACT

- 28.1 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.

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

By:  _____
Keith D. Boggs

Title: Assistant Executive Officer,
GSA Director/Purchasing Agent

Dated: 7.1.13

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

By:  _____

Title: Deputy County Counsel

Dated: 5/13/13

COUNTY OF STANISLAUS

Approved per BOS Item #: 2013-271

Dated: June 11, 2013


**INTERNATIONAL RESCUE
COMMITTEE, INC.**

By:  _____
Hans Van de Weerd

Title: Executive Director, IRC, Nor-Cal

Dated: 5/24/13

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

By:  _____
Kathryn M. Harwell

Title: Director

Dated: 6/6/13

**INTERNATIONAL RESCUE COMMITTEE, INC.
AGREEMENT TO PROVIDE
REFUGEE SERVICES EMPLOYMENT SERVICES
JULY 1, 2013 THROUGH JUNE 30, 2016**

Request for Proposal/Qualifications/Information #12-66-SS issued by Stanislaus County GSA Purchasing Division; the Contractor's responding proposal; Information for Proposers; General Conditions, as well as any plans, specifications, addenda, and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference and made a part hereof (collectively, the "RFP"), together with this Agreement, comprise the contract and all services provided hereunder shall be performed in accordance therewith. In the event there is a conflict between the terms and conditions set forth in the RFP, then in such case, the terms and conditions of this Agreement shall prevail.

I. SCOPE OF WORK:

Contractor shall provide refugee social services employment services at the Turlock site located at 2130 Geer Road and at the Modesto site located at 3340 Tully Road, Suite E-8 to eligible refugee customers, as referred by County or who self-initiate.

A. Contractor Responsibilities:

1. Contractor shall accept referrals from County and self-referrals from eligible refugees.
2. Contractor shall prioritize services to refugees who are within their initial twelve (12) months in the United States.
3. Contractor shall comply with the requirements of the California Work Opportunities and Responsibilities to Kids (CaWORKs), Welfare to Work Program (WTW) and the Refugee Case Assistance (RCA) programs employment service for refugee families and individuals in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) sections 42-700 and 69-200.
4. Contractor shall maintain a file for each refugee customer to include: forms, time and attendance, counseling, communication items, and other documents appropriate to the service component and each refugee customer's activities.
5. Contractor shall maintain a daily log of participation hours for each refugee customer and provide copy of attendance log on a weekly or monthly basis to County Family Services Specialists (FSS).
6. Contractor shall refer refugee customers who are potential deferrals (are exempt from participating) to designated County FSS.
7. Contractor shall refer refugee customers to their County FSS for cause determination for absences from any activity or missed appointments. Referral to FSS will only be made following reasonable efforts by Contractor to contact refugee customers and promote their viable participation in the activity. This may include, but is not limited to a telephone call and/or home visit to the refugee customer.

8. Contractor shall notify County FSS when Contractor is unable to re-engage refugee customer.
9. Contractor shall provide employment services that are culturally and linguistically appropriate.
10. Contractor shall work with the County to develop written procedures and work flow.
11. Contractor shall set target goals to coincide with the Annual Outcome Goals Plan and the Annual Service Plan Projections for the fiscal year.
12. Reporting requirements for component activities:
 - a. Component tracking must be sufficient to meet the needs of the required reports as specified in paragraph K and detailed in EXHIBITS C, D and E.
 - b. Additional component tracking may be negotiated with the Contractor as program flow is developed.
 - c. Time and attendance forms must be submitted to County FSS weekly or monthly.
 - d. Contractor shall notify County FSS to document employment as soon as they are notified by the refugee customer, but no later than three (3) working days after the Contractor is aware of the employment.

B. Orientation/Appraisal

Contractor shall conduct individual or group program orientation, interview individual refugee customers at home or in the office to review education, job skills and work experience to determine needed supportive services and identify other personal and family needs.

1. Contractor's Orientation/Assessment Coordinator shall conduct orientation and appraisal two (2) days per week in each of the two (2) sites in Turlock and Modesto, excluding holiday weeks, and shall serve up to three hundred (300) refugee customers in this component.
2. Orientation/Appraisal to include:
 - Creation of case file
 - Obtaining copies of identifying and qualifying documents to determine eligibility to Contractor's services. Documents that may also be needed in determining program eligibility for cash aid shall be forwarded to the County FSS.
 - Completion of an assessment tool as agreed upon by Contractor and County to identify the refugee customer's strengths and weaknesses to determine needed activities.
 - Development of a Family Self-Sufficiency plan or an Individual Development Plan (IDP) or other developed forms to assist refugee customers in identifying and addressing barriers to employment and refer refugee to other appropriate services.

If the refugee customer is not work ready, a job readiness program shall be provided to obtain the necessary skills, tools and preparations that will allow the refugee to achieve the ultimate goal of a successful transition to the job market in Stanislaus County.

C. Case Management

Case management services shall be provided to a minimum of two hundred (200) refugee customers during the term of the Agreement or if less than two hundred (200) refugee customers seek services, the Contractor shall serve all refugee customers referred by the County.

1. Contractor shall provide case management services, including but are not limited to outreach, linking refugee customers to available resources, advocacy, counseling/guidance, continued assessment of the family's or individual's needs, monitoring progress toward goals and objectives, and ensuring compliance to a service plan.
2. Contractor shall utilize available resources and refer refugee customers to appropriate components to remove barriers preventing them from finding or keeping a job and maintaining economic self-sufficiency, family stability or well-being and community integration/acculturation.
3. Contractor shall focus on removing barriers, social adjustment, strengthening, supporting and promoting employment, providing transportation, and translation and interpretive services directed toward a refugee customer's attainment of employment as soon as possible.
4. Contractor shall coordinate activities with the County FSS as needed.
5. Contractor shall assist refugee customers to obtain information on skill recertification as needed.

D. Job Search

Contractor shall assist refugee customers in Job Search activities during the term of the Agreement.

1. Contractor shall assist or supervise refugee customer job search for a four (4) to six (6) weeks period of time.
2. Contractor shall assist refugee customers in completing job applications and/or resumes, linking refugee customers with job openings, taking or sending refugee customer to a minimum of five (5) contacts per week for full time job search.
3. Contractor shall conduct job searches through various media, solicit hiring companies and conduct appropriate follow-up once a refugee customer is hired.
4. Contractor shall ensure that the refugee customers maintain a daily log of their job search activities which includes a minimum of one (1) activity each day.
5. Contractor shall provide coaching through job search activities (interview techniques, resume development, job applications).

E. Job Placement

Contractor shall provide job placement assistance to locate employment opportunities and link available jobs with refugee customers and direct placement of refugee customers in unsubsidized employment.

Contractor shall employ a full-time Employment Specialist to provide the following:

- Refugee customers with an introduction to businesses willing to hire them
- Assistance to refugee customers to obtain and maintain a job
- Ongoing follow-up with the employer and refugee customer for the first ninety (90) days of placement, to monitor job retention

F. Skill Building

Contractor shall include skills training services relative to job placement in the Stanislaus County area.

1. Contractor shall provide skills training services such as, but not limited to:

- Referrals to outside agencies able to provide specific job skills training with the most appropriate training sites
- Monitoring of refugee customer's progress
- Monitoring of program compliance
- On-the-job training expected to result in full-time, permanent, unsubsidized employment
- Training satisfaction
- Job search protocols and ongoing job search efforts
- Understanding the American work place (dress, demeanor and timeliness)
- Taxes and other deductions

2. Vocational training provided:

- Specific training as needed for refugees customers to obtain employment
- Cannot exceed a maximum of twelve (12) months
- May include Driver Education, when provided as part of an individual employability plan

3. Skill recertification, provided to a trained refugee customer who is in need of refresher training or other recertification services in order to qualify to practice his/her profession in the United States, may only be made available to refugee customers who are employed as follows:

- May include full-time attendance in a college or professional training program
- Is approved as part of the refugee customer's employability plan
- Cannot exceed a maximum of one (1) year (including any time enrolled in such program in the United States prior to the refugee customer's application for assistance)
- Is specifically intended to assist the refugee customer in becoming re-licensed in his/her profession, and if completed, can realistically be expected to result in re-licensing and employment

G. English Language Training

Contractor shall provide Vocational Related English as Second Language (VESL) Training, as needed, to increase the refugee customer's use of English. This training will teach refugee customers the language skills to qualify for a job.

1. The VESL training class shall be limited to a maximum of twenty (20) students and consist of a minimum of ninety-six (96) instructional hours.
2. The training shall consist of a maximum of ten (10) training cycles with thirty-five (35) refugee customers included in each cycle for a total of three hundred fifty (350) refugee customers at the two (2) project sites in Turlock and Modesto.
3. A pre-test and post-test shall be administered using Comprehensive Adult Student Assessment System (CASAS) or a similar test.

H. Bridging Activities

1. May include both soft skills and technical skills to assist in obtaining and retaining employment and may be included with any of the activities listed under Employment Services, Skill Building or English Language Training.
2. Shall be temporary or transitional in nature to prepare the refugee customer to enter the workforce.
3. Shall be designed to provide refugee customers an opportunity to obtain skills to engage in employment, advancement in employment and assist in the retention of employment.
4. May include, but are not limited to:
 - Interpersonal communication
 - Conflict resolution
 - Life skills
 - Family stability and preservation skills
 - Work maturity skills
 - Time management
 - Goal setting
 - Problem solving
 - Building self-esteem
 - Professional dress
 - Team building skills
 - Prioritization and balancing of multiple issues or projects
 - Change management
 - Employment retention techniques
 - Technical skills necessary to find full-time permanent employment

I. Other Employability Services

1. Transportation:

Eligible customers will receive payments to cover the transportation cost attributable to their travel to and from training or employment sites. The total daily

commute time to and from home to the service or employment site must not normally exceed two (2) hours, not including the transporting of a child to and from a child care facility. Mileage is to be paid if there is no public transportation available or it costs the same as, or less than, public transportation.

2. Child Care:

Contractor shall provide referrals to County child care services and/or subsidized programs to refugee customers when needed to assist with child care needs when refugee customers are looking for employment, participating in a training program or when working. When child care is required, the care must meet the standards normally required by the California Department of Social Services (CDSS) in its work and training programs for California Work Opportunity and Responsibility to Kids (CalWORKs) recipients.

Note: Transportation and child care are available through the CalWORKs program for families with children if they meet all of the guidelines. For individuals without children, any transportation must be paid through the Refugee Social Services funding. In general, the payments for transportation are comparable to the cost of riding the bus to the same location.

J. Non-Employment Services

Contractor shall provide the following:

1. Translation/interpretation services to Stanislaus County refugee customers when necessary in connection with employment or participation in an employability service.
2. Citizenship preparation, which includes, but is not limited to:
 - English language training and civics instructions to prepare refugee customers for citizenship
 - Assistance in completing the application process for legal permanent resident and citizenship status
 - Assistance to disabled refugee customers to obtain disability waivers from English and civics requirements for naturalization
 - Provision of interpreter services for the citizenship interview
3. SSI referrals and assistance with the Supplemental Security Income (SSI) application process for those who potentially qualify.

K. Reporting Requirements

1. Refugee Services Program - Services Participation and Outcomes Report (RS 50)

Contractor shall submit a completed RS 50 Report (Refugee Resettlement Program – Services Participation and Outcomes Report), EXHIBIT C, which is incorporated by this reference, to County on a trimester schedule by the 17th of each month following the trimester, within the reporting time frame, as noted below.

Reporting Time Frame	Date Due to County
First Trimester (October 1 – January 31)	February 17
Second Trimester (February 1 – May 31)	June 17
Third Trimester (June 1 – September 30)	October 17

The RS 50 report reflects program refugee customers, gender, length of time enrolled in various activities, type of activity and cash program.

2. Annual Outcome Goal Plan and Performance Narrative

Contractor shall submit a completed Annual Outcome Goal Plan and Performance Narrative, EXHIBIT D, which is incorporated by this reference, to the County. The purpose of the report is to explain performance actuals and goals for the upcoming year, should the Agreement be renewed for an additional year. Specific guidance on completing the Annual Goal Plan and Performance Narrative may be found on the California Department of Social Services Refugee Program Bureau website at: www.cdss.ca.gov/refugeeprogram.

3. Annual Service Plan

Contractor shall submit a completed an Annual Service Plan, EXHIBIT E, which is incorporated by this reference, to County on the first day of each Federal Fiscal Year. The purpose of the report is to describe anticipated expenditures in various program elements to include an Employment Retention Worksheet.

4. Contractor shall submit all reporting via email to the following: GENNE@stancounty.com and MALDONAG@stancounty.com.

5. County will notify Contractor of any form and/or submittal procedure changes.

L. Program Monitoring

1. Contractor shall participate in at least one (1) on-site review conducted by the County no later than six (6) months from the beginning of the program year to verify the following:

- 90-day follow-up job placements that includes complete records concerning the refugee customer job placements (i.e., employer's name; address; telephone number; date of placement, follow-up and termination dates; starting salary or wage; and job title) are maintained;
- That RSS goals are attained;
- That the data reported is accurate; and
- That program deficiencies have been corrected.

2. Contractor shall participate in developing any corrective action required as a result of the onsite review.

M. Order of Control

All services provided by Contractor and the manner in which services are to be provided are more particularly set forth in County's Request for Proposal (RFP) #12-66-SS; the Contractor's responding proposal which includes a pricing proposal dated

February 26, 2013; Notice to Proposers; Information for Proposers; General Conditions, as well as any plans, specifications, addenda, and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference and made a part hereof (collectively, the RFP). All of the foregoing documents, as may be applicable, together with this Agreement, comprise the Agreement and all services provided hereunder shall be performed in accordance therewith. In the event there is a conflict between the terms and conditions set forth in this Agreement, those set forth in the RFP, and those set forth in EXHIBIT A, then in such case, the terms and conditions shall control in this order: 1st EXHIBIT A, 2nd this Agreement, and 3rd the RFP.

II. COMPENSATION:

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

A. Costs:

1. The maximum amount of this Agreement for the period July 1, 2013, through June 30, 2016, shall not exceed \$600,000. The maximum amount per program/time period is as follows:
 - a. July 1, 2013, through June 30, 2014, shall not exceed \$200,000.
 - b. July 1, 2014, through June 30, 2015, shall not exceed \$200,000.
 - c. July 1, 2015, through June 30, 2016, shall not exceed \$200,000.
1. This is a cost reimbursement Agreement. Contractor shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, which is hereby incorporated by reference and made a part hereof, or as the budget is thereafter amended or obligated.
2. Contractor shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, or as the budget is thereafter amended or obligated.

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

C. This Agreement shall be effective July 1, 2013, through June 30, 2016.

D. 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.

E. Costs must conform with Federal costs regulation: OMB Circular A-87, A Guide for State and Local Government Agencies, 48 CFR, Part 31, Subpart 31.2 (for profit agencies), and OMB Circular A-122 (for nonprofit agencies). All equipment purchased by Contractor must be depreciated in accordance with 45 CFR 95.705. All equipment, materials, supplies or property of any kind purchased from funds reimbursed or furnished by County under the terms of this Agreement shall be fully consumed or aged out in the course of the 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.

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

G. Billings:

1. Contractor shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for **July 2013 through April 2014 services. Billings for service months of May and June 2014 are as follows:**

May 2014 is due June 6, 2014
June 2014 is due June 13, 2014

2. Contractor shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for **July 2014 through April 2015 services. Billings for service months of May and June 2014 are as follows:**

May 2015 is due June 5, 2015
June 2015 is due June 12, 2015

3. Contractor shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for **July 2015 through April 2016 services. Billings for service months of May and June 2016 are as follows:**

May 2016 is due June 3, 2016
June 2016 is due June 10, 2016

Billing requirements are subject to change and the Contractor shall be notified in writing.

4. Billings shall be submitted to:

Stanislaus County Community Services Agency
Attention: Accounts Payable Supervisor, F3A
P.O. Box 42
Modesto, CA 95353-0042
(209) 558-2217

5. Supporting documentation shall accompany each invoice: copies of employee time studies/time cards documenting actual time dedicated to these Agreement services, supporting payroll and fringe benefit journals, copies receipts/invoices of all Contractor operational costs billed to this Agreement. A weekly/monthly list of all refugee customers in a contracted activity shall be provided as part of program case management and will also be used to support invoices,

H. Payments:

1. If the conditions set forth in this Agreement are met County shall pay, on or before the thirtieth (30th) day after the invoice has been approved by the County, the sum of money claimed by the approved invoice, (less any credit due County for adjustments of prior invoices). If the conditions are not met, County shall pay when the necessary processing is completed.
2. County shall not pay for unauthorized services rendered by Contractor or for the claimed services which County monitoring shows have not been provided as authorized.

3. Payment for travel must be in accordance with County Travel Policy located at <http://www.stancounty.com/auditor/internal-audit-division.shtm>.
4. County retains the right to withhold payment on disputed claims.
5. Final payment under Agreement may be held until a termination audit is completed or until receipt of Contractor's annual narrative report.

**INTERNATIONAL RESCUE COMMITTEE, INC.
 AGREEMENT TO PROVIDE
 REFUGEE SOCIAL SERVICES EMPLOYMENT SERVICES
 JULY 1, 2013 THROUGH JUNE 30, 2014
 JULY 1, 2014 THROUGH JUNE 30, 2015
 JULY 1, 2015 THROUGH JUNE 30, 2016**

AGREEMENT BUDGET

<u>BUDGET CATEGORY</u>	<u>TOTAL</u>
Personal Services	
Salaries	\$107,455
Fringe Benefits (Invoice actual employer paid only)	30,087
Total Personal	\$137,542
Operating Expenses	\$44,973
Indirect (9.58% of total)*	\$17,485
TOTAL COSTS	<u>\$200,000</u>

*International Rescue Committee, Inc. has a federally approved Indirect Rate of 9.58% of total costs.

**REFUGEE RESETTLEMENT PROGRAM
SERVICES PARTICIPATION AND OUTCOMES REPORT (RS 50)**

Part 1: Employment Services, 45 CFR 400.154 (a)

Submit completed report to RPBReports@dss.ca.gov and your county analyst.

Reporting Period:		Fiscal Year:	
County:	STANISLAUS	Date:	
Grant #:	For RPB use only	Grant Name:	RSS
Name:		Phone number:	

A. RCA Employment Data: Number of refugees between 18 and 60 who are not exempt under \$400.76 and who reached the eight month time limit for RCA this trimester			1. Total Number		2. Grant Terminations due to income from employment prior to the eight month limit	
B. Entered Employment and Cash Assistance Status			Time in U.S.	2. FT	3. PT	4. Grant Terminations
Participants by type	1. Total Number					5. Grant Reductions
a. RCA		1	0 - 4 months			
		2	5 - 8 months			
b. TANF		1	0 - 12 months			
		2	> 12 months			
c. Other CA		1	0 - 12 months			
		2	> 12 months			
d. No CA		1	0 - 12 months			
		2	> 12 months			
e. Total Caseload for ES	0	TOTAL		0	0	0
C. Average Hourly Wage at Employment Entry						
D. Health Benefits Available						
E. Employed 90 Days Later						
a) RCA at entered employment						
b) TANF at entered employment						
c) Other CA at entered employment						
d) No CA at entered employment						

Part 2: Employability Services, 45 CFR 400.154 (b) – (k)

Reporting Period: Fiscal Year:

County: Date:

Active participants this period	Total	AGE		SERVICES		
		18-50	51-60	Beginner	Intermediate	Other
1. English Language Training	0					
0 - 12 mos in U.S.						
> 12 mos in U.S.						

2. On the Job Training	Total	AGE		SERVICES		
		18-50	51-60	1-30 days training	31-90 days training	91 or more days training
	0					
0 - 12 mos in U.S.						
> 12 mos in U.S.						
Completions (unduplicated)						

3. Skills Training	Total	AGE		SERVICES		
		18-50	51-60	1-30 days training	31-90 days training	91 or more days training
	0					
0 - 12 mos in U.S.						
> 12 mos in U.S.						
Completions (unduplicated)						

4. Case Management	Total	AGE		SERVICES		
		18-50	51-60	New case	Ongoing case	Referred for services
	0					
0 - 12 mos in U.S.						
> 12 mos in U.S.						

5. Other Employability Services	Total	SERVICES				
		Employability assessment	Child Care	Transportation	Interpreting & translation	EAD assistance
	0					
0 - 12 mos in U.S.						
> 12 mos in U.S.						

**Part 3: Trimester Performance Actuals
FFY 2011-12**

	Trimester 1	Trimesters 1 + 2	All Trimesters
1. Caseload			
TANF Recipients			
RCA Recipients			
No Federal Cash Assistance			
Total	0	0	0
2. Entered Employment			
Full Time	0	0	0
Part Time	0	0	0
Total	0	0	0
2a. TANF Recipients Entered Employment			
Full Time			
Part Time			
Total	0	0	0
2b. RCA Recipients Entered Employment			
Full Time			
Part Time			
Total	0	0	0
2c. No Federal Cash Assistance Entered Employment			
Full Time			
Part Time			
Total	0	0	0
3. Federal Cash Assistance Terminations [due to employment]			
TANF Recipients			
RCA Recipients			
Total	0	0	0
4. Federal Cash Assistance Reductions [due to employment]			
TANF Recipients			
RCA Recipients			
Total	0	0	0
5. Entered Full Time Employment Offering Health Benefits			
TANF Recipients			
RCA Recipients			
No Federal Cash Assistance			
Total	0	0	0
6. Average Hourly Wage of Refugees Entering Full Time Employment			
7. 90-Day Retention Rate			
90-Day Retentions	#DIV/0!	#DIV/0!	#DIV/0!
Full Time			
Part Time			
Total	0	0	0
Entered Employments			
Full Time			
Part Time			
Total	0	0	0

**REFUGEE RESETTLEMENT PROGRAM
SERVICES PARTICIPATION AND OUTCOMES REPORT (RS 50)
PART 4: PROGRAM NARRATIVE**

1. Report on major activities undertaken during the reporting period, specifically activities intended to accomplish the annual outcome goals and objectives that the State has proposed as well as any interim objectives achieved within the reporting period.

Activity	Accomplishment	Challenge

2. New program initiatives:

3. Discuss any significant changes in refugee employment or other service outcomes, in regards to the numbers of refugees accessing RCA/RMA.

4. Please provide an explanation for any noticeable decreases or increases in any of the performance measures since the previous RS 50.

**ANNUAL OUTCOME GOAL PLAN
2012
PERFORMANCE GOALS AND ACTUALS**

State or County: Stanislaus County, CA

	FY 2012 GOAL		FY 2012 ACTUAL		FY 2013 GOAL
1. Caseload					
TANF Recipients	0		0		0
RCA Recipients	0		0		0
No Federal Cash Assistance	0		0		0
Total	0		0		0
2. Entered Employment					
Full Time	0	0%	0		0
Part Time	0	0%	0		0
Total	80		0		0
2a. TANF Recipients Entered Employment					
Full Time	0	0%	0		0
Part Time	0	0%	0		0
Total	35	44%	0		0
2b. RCA Recipients Entered Employment					
Full Time	0		0		0
Part Time	0		0		0
Total	0	0%	0		0
2c. No Federal Cash Assistance Entered Employment					
Full Time	0		0		0
Part Time	0		0		0
Total	0	0%	0		0
Cash Assistance Recipients Placed In Employment					
	0		0		0
3. Federal Cash Assistance Terminations					
TANF Recipients	0		0		0
RCA Recipients	0		0		0
Total	0	0%	0		0
4. Federal Cash Assistance Reductions					
TANF Recipients	0		0		0
RCA Recipients	0		0		0
Total	0	0%	0		0
5. Entered Full Time Employment Offering Health Benefits					
TANF Recipients	0		0		0
RCA Recipients	0		0		0
No Federal Cash Assistance	0		0		0
Total	0		0		0

**ANNUAL OUTCOME GOAL PLAN
FY 2012
PERFORMANCE GOALS AND ACTUALS**

State or County: **Stanislaus County, CA**

	FY 2012 Goal	FY 2012 Actual	FY 2013 Goal
6. Average Hourly Wage of Refugees Entering Full Time Employment	\$	\$	\$

7. 90-Day Retention Rate	Percentage	0%	0%	0%
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7a. 90-Day Retention Rate Calculator

	Unduplicated # of Retentions	Unduplicated # of Entered Employments
Total	0	0

The previous actual Retention Rate is calculated by dividing the total unduplicated number of retentions by the total unduplicated number of entered employments from July of the previous CY through June of the current CY.

8. Office of Refugee Resettlement Funding

	FY 2012 Actual	FY 2013 Proposed
Social Services Formula Funding	\$	\$
Targeted Assistance Formula Funding		
Discretionary Grant Funding		
Total Liquidated Funding	\$ -	\$ -
Cost per Entered Employment		

Agency Point of Contact

Please provide the name, title and contact information for the agency staff person best equipped to respond to questions regarding your Annual Outcome Goal Plan submission.

First and Last Name	Title
Telephone Number	Email

Deadline for submission

The completed FY 2011 Annual Outcome Goal Plan: Performance Goals and Actuals and Performance Narrative should be submitted via email to GPRA@ACF.hhs.gov by November 15, 2010.

For Office of Refugee Resettlement use only: Date submitted: _____

Submission type: Initial Revision Status: Approved In process - clarification needed

ANNUAL OUTCOME GOAL PLAN

PERFORMANCE NARRATIVE

State or County: STANISLAUS

1. Did the FY [previous year] Actual Caseload meet or exceed the proposed FY [previous year] Goal?

Yes No

If no, provide an explanation as to why the goal was not met. If yes, please comment on any significant factors contributing to the success.

[Enter your response here. Please be as thorough as possible. The box will expand as you type to allow for any response length.]

2. Did the total FY [previous year] Actual percentage for Entered Employment meet or exceed the proposed FY [previous year] Goal?

Yes No

If no, provide an explanation as to why the goal was not met. If yes, please comment on any significant factors contributing to the success.

[Enter your response here. Please be as thorough as possible. The box will expand as you type to allow for any response length.]

3. Did the total FY [previous year] Actual percentage for Federal Cash Assistance Terminations meet or exceed the proposed FY [previous year] Goal?

Yes No

If no, provide an explanation as to why the goal was not met. If yes, please comment on any significant factors contributing to the success.

[Enter your response here. Please be as thorough as possible. The box will expand as you type to allow for any response length.]

4. Did the total FY [previous year] Actual percentage for Federal Cash Assistance Reductions meet or exceed the proposed FY [previous year] Goal?

Yes No

If no, provide an explanation as to why the goal was not met. If yes, please comment on any significant factors contributing to the success.

[Enter your response here. Please be as thorough as possible. The box will expand as you type to allow for any response length.]

5. Did the total FY [previous year] Actual percentage for Entered Full Time Employment Offering Health Benefits meet or exceed the proposed FY [previous year] Goal?

Yes No

If no, provide an explanation as to why the goal was not met. If yes, please comment on any significant factors contributing to the success.

[Enter your response here. Please be as thorough as possible. The box will expand as you type to allow for any response length.]

6. Did the FY [previous year] Actual Average Hourly Wage for Refugees Entering Full Time Employment meet or exceed the proposed FY [previous year] Goal?

Yes No

If no, provide an explanation as to why the goal was not met. If yes, please comment on any significant factors contributing to the success.

[Enter your response here. Please be as thorough as possible. The box will expand as you type to allow for any response length.]

7. Did the FY [previous year] Actual 90-Day Retention Rate meet or exceed the proposed FY [previous year] Goal?

Yes No

If no, provide an explanation as to why the goal was not met. If yes, please comment on any significant factors contributing to the success.

[Enter your response here. Please be as thorough as possible. The box will expand as you type to allow for any response length.]

8. What further information do you feel is helpful in explaining overall program performance?

[Enter your response here. Please be as thorough as possible. The box will expand as you type to allow for any response length.]

9. What information do you feel could be helpful in explaining FY [current year] goals?

[Enter your response here. Please be as thorough as possible. The box will expand as you type to allow for any response length.]

10. How can the Annual Outcome Goal Plan forms or process be improved to better serve your program in effectively and efficiently reporting performance outcomes?

[Enter your response here. Please be as thorough as possible. The box will expand as you type to allow for any response length.]

Date: _____		Annual Service Plan				Original (<input type="checkbox"/>)	Revision (<input type="checkbox"/>)
Time Period Covered by Plan County: STANISLAUS		From:	To:	Program			
Description of Contracted or State-provided Services	Contracted Amount by Funding Source	Total Number	0 - 12 Months	13 - 60 Months	Type of Agency* and Percent of Funds		
Employment	SS						
	TAP						
	Other						
ELT	SS						
	TAP						
	Other						
OJT	SS						
	TAP						
	Other						
Skills Training	SS						
	TAP						
	Other						
Case Management	SS						
	TAP						
	Other						
Other (Employment)	SS						
	TAP						
	Other						
Subtotal					*(Example)		
Non-Employment	SS				B. 40%, C. 20%,		
	TAP				E. 20%, F. 20%		
	Other						
County Admin (15% Admin Max)	SS				E. Adult Basic Education		
	TAP				F. Other Non-Profit Organization		
	Other				G. _____		
Grand Total	SS				(The total percentage for each individual service (i.e., Employment, ELT, etc.)		
	TAP				under Type of Agency and Percent of Funds must equal 100% -- see example.)		
	Other						

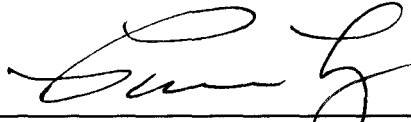
This Agreement has been signed by the parties or their duly authorized representatives to become effective as of the date referenced on the first page.

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

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

**INTERNATIONAL RESCUE
COMMITTEE, INC.**

By: 
Kathryn M. Harwell

By: 
~~Hans Van de Weerd~~
Patricia Long

Title: _____ Director _____

Title: ~~Executive Director, IRC, Nor-Cal~~ ^{JAC}
CFO & Senior VP, Finance,
International Rescue Committee, Inc.

Dated: 6/17/14

Dated: 6/10/14

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

COUNTY OF STANISLAUS

By: 

Approved per BOS Item: 2013-271

Title: _____ Deputy County Counsel _____

Dated: June 6, 2013

Dated: 4/29/14

**INTERNATIONAL RESCUE COMMITTEE, INC.
AGREEMENT TO PROVIDE
REFUGEE SOCIAL SERVICES EMPLOYMENT SERVICES
JULY 1, 2013 THROUGH JUNE 30, 2014
JULY 1, 2014 THROUGH JUNE 30, 2015
JULY 1, 2015 THROUGH JUNE 30, 2016**

AGREEMENT BUDGET

<u>BUDGET CATEGORY</u>	<u>TOTAL</u>
Personal Services	
Salaries	\$107,455
Fringe Benefits (Invoice actual employer paid only)	30,087
Total Personal	\$137,542
Operating Expenses	\$45,709
Indirect*	\$16,749
TOTAL COSTS	<u>\$200,000</u>

*Indirect Rate shall be equal to the International Rescue Committee, Inc.'s current year federally approved indirect rate, as stated in their Negotiated Indirect Cost Rate Agreement.