

## **AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Arbor Education & Training, LLC dba ResCare Workforce Services with an address at 9901 Linn Station Road, Louisville, KY 40223 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

### **1. DESIGNATED REPRESENTATIVE**

Rene Garcia, Operations Division Chief at phone number (805) 681-4540 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Mike Hough, President at phone number (502) 420-2532 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

### **2. NOTICES**

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:	Rene Garcia, Department of Social Services, 234 Camino del Remedio, Santa Barbara, CA 93110 FAX: (805) 681-4403
To CONTRACTOR:	Mike Hough, ResCare Workforce Services, 9901 Linn Station Road, Louisville, KY 40223, FAX: (502) 394-2249

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

### **3. SCOPE OF SERVICES**

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

### **4. TERM**

CONTRACTOR shall commence performance on July 1, 2016 and end performance upon completion, but no later than June 30, 2019 unless otherwise directed by COUNTY or unless earlier terminated.

### **5. COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the

address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

#### **6. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

#### **7. STANDARD OF PERFORMANCE**

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

#### **8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

#### **9. TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

#### **10. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such

interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

#### **11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

#### **12. NO PUBLICITY OR ENDORSEMENT**

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

#### **13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

#### **14. RECORDS, AUDIT, AND REVIEW**

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at

any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

In accordance with Federal Government Accounting Standards, Contractor will only seek reimbursement from County for expenses that are allowable under the provisions of the specific Federal cost principles appropriate for their entity, for example: OMB A-21 (Educational Institutions), OMB A-87 (State, Local or Indian Tribe Governments), OMB A-122 (Non-Profit Organizations), 45 CFR part 74 Appendix E (Hospitals), and Federal Acquisition Regulation (FAR) at 48 CFR part 31 (Commercial organizations and non-profit organizations listed in Attachment C to Circular A-122).

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

#### **15. INDEMNIFICATION AND INSURANCE**

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

#### **16. NONDISCRIMINATION**

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

#### **17. NONEXCLUSIVE AGREEMENT**

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

#### **18. NON-ASSIGNMENT**

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

#### **19. TERMINATION**

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

A. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind

down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.

- B. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
  
- C. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
  
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
  
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

## 20. **SECTION HEADINGS**

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

## 21. **SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**22. REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**23. TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

**24. NO WAIVER OF DEFAULT**

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

**25. ENTIRE AGREEMENT AND AMENDMENT**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

**26. SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**27. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

**28. CALIFORNIA LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

**29. EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

### 30. **AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

### 31. **SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

### 32. **PRECEDENCE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

### 33. **STATE ENERGY CONSERVATION PLAN**

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

### 34. **PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING**

A. CONTRACTOR, by signing this Agreement, hereby certifies to the best of his, her or its knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit California State Standard Form-LLL, "Disclosure Form to Report Lobbying," to the COUNTY and in accordance with the instructions found therein.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. CONTRACTOR also agrees by signing this document that he, she or it shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly

**35. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). CONTRACTOR shall promptly disclose, in writing, to the COUNTY office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the CONTRACTOR has credible evidence that a principal, employee, agent, or subcontractor of the CONTRACTOR has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).



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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Arbor Education & Training, LLC dba ResCare Workforce Services**.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: \_\_\_\_\_  
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

Daniel Nielson  
Social Services

By: \_\_\_\_\_  
Department Head

**CONTRACTOR:**

Arbor Education & Training LLC dba  
ResCare Workforce Services

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Theodore A. Fallati, CPA  
Auditor-Controller

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

Risk Management

By: \_\_\_\_\_  
Risk Management

## **EXHIBIT A**

### **STATEMENT OF WORK**

The California Work Opportunity Responsibility to Kids (CalWORKs) Welfare-to-Work (WTW) Program is administered by County Welfare Departments (CWDs) and provides job services, job training, and supportive services to assist CalWORKs applicants and recipients in obtaining and retaining subsidized and unsubsidized employment that will lead to self-sufficiency.

The Department of Social Services (DSS) intends to deliver some services directly, some services via Contractor, and other services in a combination of DSS and Contractor service.

The DSS is responsible for determining eligibility of WTW applicants and recipients for services. Contractor will provide orientation, job services/job club, assessment testing, career advancement/job bridging, as well as Job Retention Services and training support to WTW applicants and recipients (participants) in Santa Barbara County.

All the services described in Exhibit A will be provided at each of the following locations:

- Santa Maria Workforce Resource Center
- Santa Barbara Workforce Resource Center
- Department of Social Services Lompoc Office

#### **I. SCOPE OF SERVICES**

##### Orientation

To assist participants in their success throughout their Employment Services participation, Contractor will ensure that orientation maintains the following elements:

- Inform participants of their rights and responsibilities associated with WTW participation while establishing an interactive and positive climate.
- Express the importance of an employed lifestyle and convey expectation of immediate engagement through an emotional connection.
- Explain the program requirements thoroughly and carefully.
- Give ownership to participants, empowering them to take responsibility for their self sufficiency.
- Use the power of groups to motivate one another if and when appropriate.

Contractor will provide WTW orientations for participants using materials provided and/or approved by the County. The orientation will provide participants with eligibility requirements, time limits, program requirements, program overview, and services available. Group orientations will be scheduled and facilitated up to five times per week for participants in both English and Spanish as needed at each site. Contractor staff will remain available to conduct after hours and weekend individual orientations as needed to accommodate employed participants.

The Contractor will conduct the following duties:

- Record attendance on a roster form and indicate no shows.
- Follow a County approved Orientation script.
- Distribute and gather all necessary paperwork, and route paperwork to appropriate DSS staff or individuals for next component.
- Update the County computer data system (CalWIN) with necessary information.  
Follow all County policies and procedures related to orientation flow/process.

### Job Services /Job Club -Job Search

All participants that are determined to be job ready are referred to Job Services/Job Club. Job Services is limited to six (6) weeks per year (per individual), and no more than four (4) consecutive weeks. The six week limit can be extended to 12 weeks per year when California is determined to be a “needy state” by federal definition. Job Services must incorporate the following services:

- Training sessions in which applicants and recipients learn various job search skills including interviewing skills, completing job applications, preparing resumes, and comprehending employer expectations, as well as motivational activities.
- Active job search in which applicants and recipients seek employment with the assistance of an employment counselor.
- Employment counseling which focuses on obtaining a job and maintaining employment.

Job Club programs will include videos, workbooks, and visual aids facilitated by trained Contractor staff. Participants with the assistance of Contractor staff will create quality resumes that increase their employability utilizing an online application designed to empower job seekers to develop and complete resumes and other documents (cover letters, reference pages, thank you letters) using industry and employer-oriented content.

Participants will be referred to the active job search program at any time Monday through Friday. Upon receipt of referral from DSS, and following the schedule developed by DSS staff and the participant the Contractor will customize a schedule that fits the needs of both DSS Staff and the participant. Contractor will conduct a morning meeting to motivate participants, review, and refresh job search readiness techniques learned in workshops, share job leads, develop a job search plan for the day and celebrate successes. Contractor will work with participants to ensure that the job search day is well planned, focused on obtaining interviews, and ready to make employer contacts. Activities during this phase will include direct employer recruitments, employer interviews, job fairs and employer panels. Employers will be provided access to private office space to immediately interview candidates. Contractor will arrange mini job fairs for employers within the region.

Contractor will utilize job lead boards, national and local employer relationships to successfully job match. Contractor staff is required to make two (2) employer/community contacts each month. Contractor Staff will attend District Chamber of Commerce meetings. Contractor will invite hiring managers into Job Club to give participants important advice and feedback while job seeking.

### Assessment Testing

Contractor will have trained staff available at each DSS location to proctor and score the DSS provided assessment tests. Contractor will score the tests in English or Spanish as needed. Contractor will perform assessment tests on all participants referred by DSS. Additionally, participants completing the Job Club component without successfully obtaining employment will be scheduled by the Contractor to complete the Assessment Testing during their last week of Job Club. Scored tests will be included in the Job Club packet to assist in the Assessment process.

### Career Advancement/Job Bridging

Contractor will provide Career Advancement (CAP) and Job Bridging (Bridging) to those participants who are working or participating part-time and are either not meeting the mandatory participation rate or need additional hours to do so. CAP/Bridging activities will be tailored to the individual needs of each participant and will provide the extra hours needed to meet their participation requirements. Employed participants will be provided individual services to enhance their ability to attain the skills and tools necessary to be promoted within their current employment, expand their hours from part time to full time, or advance into higher paying jobs. CAP/Bridging activities will occur on a one-to-one basis. The Job Bridging activity will be made up of activities that are work related and will count under the Federal and State participation criteria under current and future legislation. Contractor will have an effective curriculum that can be individually tailored to meet the needs of individual participants. Additionally, Contractor will support other programs as needed.

### Strategies to Engage Clients

Contractor will implement the following methods to engage participants, and will explore other innovative methods to engage participants:

- Outreach – Calls to participants will be made prior to Job Club, CAP/Bridging, and any other assigned component as appropriate, to confirm the appointment and ensure that participants have secured support services necessary to attend the assigned activity. By conducting outreach to confirm attendance, participants feel a greater responsibility to attend. Telephone outreach will be made to participants who are a “no-show” or “no-call” for an assigned activity. Contract staff members will call participants for each absence to encourage them to continue participation. Contractor will update DSS staff on outreach progress as they work to engage participants.
- Alternative Service Methods – Use of technology such as email, text messaging, and social media to provide information, tips and suggestions and promote continued engagement, ensuring participant confidentiality is maintained.
- Letters, Fliers, and Other Correspondence – Correspondence will be mailed prior to the beginning of an assigned activity which will serve as a reminder of the participants obligations. All postal correspondence will be mailed with ample time for the participant to make arrangements and secure supportive services, and/or contact the office to discuss barriers precluding participation. Copies of all correspondence will be kept in the participants file which will be routed to DSS at completion of component.

- Extended Hours – The purpose of extended hours is to afford working clients the opportunity to schedule appointments and attend assigned activities without creating undue hardship on their employment, childcare, or other scheduled appointments. Contractor will have flexible extended office hours which will allow clients to schedule or reschedule appointments at convenient times, including evenings or weekends as needed.
- Child care – To prevent a missed appointment due to childcare issues, participants without childcare will have the option of bringing their children to their individual Orientation and/or CAP/Bridging program appointments. Activities such as videos, tutorial assistance, and toys for the children will be provided so the participant can focus on accomplishing program goals. This service will be provided during regular and extended service hours.

### Job Retention

The Contractor will offer Job Retention and Post Aid Employment services to those participants who are discontinued from CalWORKs case assistance due to increased earnings (but not more than twelve (12) months from the date full-time employment began, and/or twelve (12) months from the date of discontinuance if it is due to employment or increased earnings). Job Retention will be tailored to the individual needs of each participant transitioning from cash aid to post aid employment. Engagement with the post aid individual will begin with a referral from DSS staff, the Contractor will contact the individual via phone call or e-mail to set up an appointment to begin Job Retention Services. Once contacted an individual portfolio will be developed. This portfolio will include but not limited to, resumes, job search tools, and a list of local community resources. The Contractor will designate staff to case manage the Job Retention cases in an effort to retain employment, and, thereby, promoting economic self-sufficiency.

## **II. REPORTING REQUIREMENTS**

The Contractor shall maintain records, collect data, and provide reports mandated by Federal and State governments, and as may be requested by DSS. These reports will act as monitoring tools for DSS oversight of the selected Contractor's performance. Data elements may include, but are not limited to, the following:

- Client participation: hours of participation and progress in WTW work activity.
- Referrals made and/or received and referral outcomes.
- Placement rates into subsidized or unsubsidized employment.
- Show rates for assigned work activities.
- Progress and benchmarks in the Career Advancement Program Activities.
- Annual reports.

## **III. PERFORMANCE MEASURES**

- Place 55% of participants attending at least one day of Job Club into unsubsidized employment;
- Ensure 55% of those starting employment will be working 30 hours or more a week and earning minimum wage or above; and
- Ensure 60% of participants scheduled for Job Services must attend within the first week.

**IV. GENERAL CONTRACT PROVISIONS**

- Provide reports in a form and manner as mutually agreed upon as determined reasonably necessary by the County to the County’s Designated Representative.
- Obtain prior approval from DSS before moving any computer line.
- Return to County upon expiration or termination of this contract any equipment or furniture loaned to Contractor as well as any other equipment purchased or provided to Contractor under this Agreement.
- Comply with facility management direction when in County buildings.
- In connection with the end of the contract, County will perform both a programmatic and a fiscal closeout to determine Contractor’s full compliance with contract provisions.
- Monitoring/Audit Exceptions and Disallowed Costs: Contractor will be subject to monitoring reviews that cover all fiscal and programmatic terms and conditions of the contract and/or prescribed by the State, including cost allocation methodologies. Such repayment will be from funds other than those received under this agreement.

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## EXHIBIT B

### PAYMENT ARRANGEMENTS

#### Periodic Compensation (with attached Line Item Budget)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$4,303,162** (FY 16/17 the contract amount shall not exceed \$1,365,000; for FY 17/18 the contract amount shall not exceed \$1,433,250; and for FY 18/19 the contract amount shall not exceed \$1,504,912).
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Line Item Budget). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- C. Monthly, Contractor will be reimbursed for costs associated with performing services pursuant to this contract in accordance with the approved budget and cost policy statement specified in Attachment B1 and in accordance with 48CFR 31.2.
- D. Contractor will submit a monthly report with the monthly invoice by the 10<sup>th</sup> of each month that details services rendered and level of attainment of the performance objectives.
- E. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- F. Each year, the June estimated invoice and outstanding quarterly estimated incentive statements will be due by June 20<sup>th</sup>. Due to differences between estimates and actuals, any necessary reconciliation will be done in subsequent months as part of the normal invoicing process, or as a final contract closeout activity.
- G. Budget Variances: Contractor shall obtain the expressed written consent from the County for any variation in which any line item expenditure exceeds its budget as detailed in Exhibit B of this Agreement by 10% or more. Reasonable and necessary changes will be considered, but in no event will the overall budget amount be exceeded without a formal amendment to the contract.

**EXHIBIT B-1  
LINE ITEM BUDGET**

**CalWORKS WTW Employment Services  
ResCare Workforce Services**

Term Beginning: July 1, 2016

Term Ending: June 30, 2017

**A. SALARIES AND EMPLOYEE BENEFITS**

1) Salaries - List each position to be funded by this award.

Position(s)	Full-Time Equivalent (FTE) <sup>1</sup>	
Direct Service Positions		
Project Director	0.800	\$53,526
Operations Supervisor	3.000	\$165,500
Career Services Consultant	9.000	\$382,545
Unit Clerk	1.000	\$34,278
Administrative Positions		
Project Accountant	0.950	\$56,112
HR / Reporting Specialist	0.900	\$44,347
Sub-Total Salaries:		\$736,309

<sup>1</sup> FTE = Amount of time employee works on this program. State as a percentage based upon a 40 hour work week.

2) Employee Benefits - List type of employee benefit(s) and amount budgeted.

Type of Employee Benefit	Budget for Contract Term
Direct Service Staff	
FICA Payroll Taxes	\$44,891
Federal Unemployment Payroll Taxes	\$3,561
State Unemployment Payroll Taxes	\$6,931
Medical/Hospital Benefits	\$54,365
Pension Benefits (401K Match)	\$8,202
Workers' Compensation Benefits	\$21,428
Administrative Staff	
FICA Payroll Taxes	\$7,092
Federal Unemployment Payroll Taxes	\$563
State Unemployment Payroll Taxes	\$1,095
Medical/Hospital Benefits	\$8,589
Pension Benefits (401K Match)	\$1,296
Workers' Compensation Benefits	\$3,385
Sub-Total Employee Benefits	\$161,399
Percentage Benefits	21.9%
<b>TOTAL SALARIES AND EMPLOYEE BENEFITS</b>	<b>\$897,708</b>



**B. SERVICES AND SUPPLIES**

1) Services - List any consultant(s) or contract services

Name of Consultant(s)/Contract Services	Budget for Contract Term
Independent Audit	\$2,730
Sub-Total Services	\$2,730

2) Supplies

Item	Budget for Contract Term
Office Expense* - Supplies	\$14,794
Program Expense* - Printing Supplies	\$0
Program Expense* - Newspaper Subscriptions/ Periodicals for Customer	\$1,800
Telephone*	\$1,571
Mileage*	\$16,905
Other* - Client Supplies	\$4,000
Sub-Total Supplies	\$39,070
<b>TOTAL SERVICES AND SUPPLIES</b>	<b>\$41,800</b>

**C. OPERATING EXPENSES**

Item*	Budget for Contract Term
Facility Lease/Rental	\$6,783
Equipment Lease/Rental*	\$4,100
Furnishings*	\$0
Maintenance	\$480
Utilities	\$720
Insurance (Refer to General Contract Provisions for Insurance Requirements)	\$5,829
Other*	
- Travel and Training	\$2,800
- ADP Payroll Processing Fee	\$1,878
- Network Communications	\$1,425
- Postage	\$1,800
- Services Other Miscellaneous	\$1,500
- Background Checks	\$187
- Business Taxes & License	\$400
- Indirect Costs	\$93,645
- Management Fee	\$106,105
<b>Job Retention Expenses (Detail Attached)</b>	<b>\$197,840</b>
Total Operating Expenses	\$425,492
<b>GRAND TOTAL LINE ITEM BUDGET</b>	<b>\$1,365,000</b>
Minus Revenue	
<b>TOTAL BEING REQUESTED</b>	<b>\$1,365,000</b>

**D. REVENUE**

List all of your organization's current and projected sources and amounts of revenue.

Revenue Source	Revenue Expiration Date	Budget for Contract Term
Childcare	Ongoing	\$6,843,932
SNAP	Ongoing	\$7,100,604
TANF	Ongoing	\$85,434,604
WIA/WIOA	Ongoing	\$112,292,858
Other Sources	Ongoing	\$21,781,665
Santa Barbara County CalWORKs Employment Services (proposal)	7/1/2016 - 6/30/2017	\$1,365,000
Total Revenue		<b>\$ 234,818,663.00</b>

**LINE ITEM BUDGET - JOB RETENTION EXPENDITURES**

Term Beginning: July 1, 2016

Term Ending: June 30, 2017

**A. SALARIES AND EMPLOYEE BENEFITS**

1) Salaries - List each position to be funded by this award.

Position(s)	Full-Time Equivalent (FTE) <sup>1</sup>	
Direct Service Positions		
Project Director	0.200	\$13,381
Career Services Specialist	2.000	\$84,000
Administrative Positions		
Project Accountant	0.050	\$2,953
HR/Reporting Specialist	0.100	\$4,928
Sub-Total Salaries:		\$105,262

<sup>1</sup> FTE = Amount of time employee works on this program. State as a percentage based upon a 40 hour work week.

2) Employee Benefits - List type of employee benefit(s) and amount budgeted.

Type of Employee Benefit	Budget for Contract Term
Direct Service Staff	
FICA Payroll Taxes	\$6,875
Federal Unemployment Payroll Taxes	\$545
State Unemployment Payroll Taxes	\$1,061
Medical/Hospital Benefits	\$8,326
Pension Benefits (401k Match)	\$1,256
Workers' Compensation Benefits	\$3,282
Administrative Staff	
FICA Payroll Taxes	\$556
Federal Unemployment Payroll Taxes	\$44
State Unemployment Payroll Taxes	\$86
Medical/Hospital Benefits	\$674
Pension Benefits (401k Match)	\$102
Workers' Compensation Benefits	\$266
Sub-Total Employee Benefits	
	\$23,073
Percentage Benefits	21.9%
<b>TOTAL SALARIES AND EMPLOYEE BENEFITS</b>	<b>\$128,335</b>

**B. SERVICES AND SUPPLIES**

1) Services - List any consultant(s) or contract services

Name of Consultant(s)/Contract Services	Budget for Contract Term
Independent Audit	\$0
Sub-Total Services	\$0

2) Supplies

Item	Budget for Contract Term
Office Expense*	\$0
Program Expense*	\$0
Telephone*	\$9
Mileage*	\$4,830
Other*	\$0
Sub-Total Supplies	\$4,839
<b>TOTAL SERVICES AND SUPPLIES</b>	<b>\$4,839</b>

**C. OPERATING EXPENSES**

Item*	Budget for Contract Term
Facility Lease/Rental	\$357
Equipment Lease/Rental*	\$0
Furnishings*	\$0
Maintenance	\$0
Utilities	\$0
Insurance (Refer to General Contract Provisions for Insurance Requirements)	\$0
Other*	
ADP Payroll Processing	\$282
Network Communications	\$75
Background Checks	\$33
Client Incentives	\$30,060
Indirect Costs	\$15,873
Management Fee	\$17,985
Total Operating Expenses	\$64,666
GRAND TOTAL LINE ITEM BUDGET	\$197,840
Minus Revenue	
<b>TOTAL BEING REQUESTED</b>	<b>\$197,840</b>

**D. REVENUE**

List all of your organization's current and projected sources and amounts of revenue.

Revenue Source	Revenue Expiration Date	Budget for Contract Term
Childcare	Ongoing	\$6,843,932
SNAP	Ongoing	\$7,100,604
TANF	Ongoing	\$85,434,604
WIA/WIOA	Ongoing	\$112,292,858
Other Sources	Ongoing	\$21,781,665
Santa Barbara County CalWORKs Employment Services (proposal)	7/1/2016 - 6/30/2017	\$1,365,000
Total Revenue		\$ 234,818,663.00

## EXHIBIT C

### Indemnification and Insurance Requirements (For Professional Contracts)

#### INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, or employees.

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 or equivalent form covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

##### B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, and agents. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or agents shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

- ii. Insurance must be maintained and evidence of insurance must be provided for at least two (2) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of two (2) years after completion of contract work.

11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.