

COUNTY OF KERN  
DEPARTMENT OF HUMAN SERVICES

REQUEST FOR QUALIFICATIONS

TANF ECF SUBSIDIZED EMPLOYMENT PROGRAM  
(WORK TODAY)

DUE: April 30, 2010

TIME: 11:00 a.m.

**County of Kern**

**DEPARTMENT OF HUMAN SERVICES**

**TANF ECF Subsidized Employment Program (Work Today)**

On February 17, 2009, President Obama signed the American Recovery and Reinvestment Act (ARRA) of 2009. This legislation created the TANF Emergency Contingency Fund (ECF), which included federal funding for subsidized employment programs.

The Kern County Department of Human Services (KCDHS) is seeking employers to create new subsidized employment opportunities funded by TANF ECF, with a goal of concurrently placing up to 1500 participants in subsidized jobs between now and September 30, 2010. Consistent with the goal of the federal stimulus package, the primary objective of the subsidized employment program, “Work Today”, is to provide an immediate source of earnings to low-income families. Funding for this program is provided under the American Recovery and Reinvestment Act (ARRA) and available through September 30, 2010. KCDHS will reimburse employers for a maximum of eighty percent (80%) subsidized employment costs and employers must provide the remaining twenty percent (20%) match which may consist of cash or in-kind contributions. This program will be in addition to other job readiness programs already in place that deal with soft skills, address barriers to employment, help participants gain work experience, and progress towards self-sufficiency. Our objective is that Work Today participants will also exit the program with several months of stable employment history and work experience, leaving them better positioned to obtain an unsubsidized job when the stimulus period ends.

Employers submitting a Request for Qualifications (RFQ) are specifically directed not to contact any County personnel, other than the Contact Person indicated below, for any purpose related to this RFQ. **Unauthorized contact of any County personnel may be cause for rejection of a vendor’s RFQ.** All inquiries concerning this RFQ should be directed to the following Contact Person:

Beth Vetter  
Administrative Coordinator  
Kern County Department of Human Services  
P.O. Box 511  
Bakersfield, CA 93302  
Telephone (661) 334-3403

Envelopes containing the RFQ are to be marked:

PROPOSAL: “TANF ECF Subsidized Employment Program (Work Today)”

Issuance Date . . . . . December 2, 2010  
Informational Meeting . . . . . January 21, 2010.  
Proposal Due Date . . . . . April 30, 2010  
Proposal Due Time . . . . . 11:00 a.m .....

Postmark date will not constitute timely delivery. Responses received after the above time **will not** be considered. Proposers are solely responsible for ensuring timely receipt of their RFQ.

RECEIVED BY PROPOSER:  
Sign, date and return this cover  
sheet with your proposal.

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

Date \_\_\_\_\_

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## **I. GENERAL INFORMATION**

### **A. Project Background and Description**

On February 17, 2009, President Obama signed the American Recovery and Reinvestment Act (ARRA) of 2009. This legislation created the TANF Emergency Contingency Fund (ECF) which allows for the creation of subsidized employment opportunities. Funding for this program is available through September 30, 2010. KCDHS will reimburse employers for a maximum of eighty percent (80%) subsidized employment costs and employers must provide the remaining twenty percent (20%) match; which may consist of cash or in-kind contributions.

The Kern County Department of Human Services (KCDHS) is seeking employers to create new subsidized employment opportunities funded by TANF ECF, with a goal of concurrently placing up to one thousand five hundred (1,500) participants in subsidized jobs between now and September 30, 2010. Consistent with the goal of the federal stimulus package, the primary objective of the Work Today program is to provide an immediate source of earnings to low-income families. This program will be in addition to other job readiness programs already in place that deal with soft skills, address barriers to employment, help participants gain work experience, and progress towards self-sufficiency. Our objective is that Work Today participants will also exit the program with several months of stable employment history and work experience, leaving them better positioned to obtain an unsubsidized job when the stimulus period ends.

### **B. Services Required of Successful Proposer**

Successful Proposers to be a placement agent for the TANF ECF funded position shall:

1. Fund the twenty percent (20%) match through wages paid and/or in-kind donations, including, but not limited to, supervision, training and administration directly related to the Work Today program.
2. Offer a minimum of twenty (20) hours per week of part-time employment and up to thirty-five to forty (35 to 40) hours per week for full-time positions. These positions should last up to twelve (12) months, depending upon the placement start date. Wages shall be no less than minimum wage or the prevailing wage based on industry standards, whichever is higher.
3. Serve as the "employer of record".
4. Sign a TANF ECF Subsidized Employment Program (Work Today) Agreement as outlined in Exhibit "A", which is attached hereto and incorporated herein by this reference.
5. Invoice KCDHS monthly for eighty percent (80%) cost reimbursement .

6. As the fiscal intermediary contracted by KCDHS, cut reimbursement checks directly to CalWORKs employee participants for hours worked.
7. Provide entry-level to advance-level placements.
8. Assure these positions will not displace current employees.
9. Meet the insurance and liability requirements of KCDHS as described in the Sample Agreement (Exhibit "A").
10. Produce a detailed monthly report of the twenty percent (20%) matching funds to allow KCDHS to reimburse the eighty percent (80%) matching funds.
11. The ability to provide bi-lingual job placement opportunities is highly preferred.
12. Verify electronically the employment eligibility of employees hired under the "Work Today" program using E-Verify.

**C. County Responsibilities**

The County will provide a Contact Person as a primary contact, who will arrange for staff assistance by other County staff as may be required. County will also provide whatever information as may be available. County will also be available to meet and discuss project requirements and development at key times in the process.

CalWORKs clients who participate in Work Today will continue to have the full array of CalWORKs supportive services available to them including child care, transportation assistance, and ancillary services.

A subsidized employee may continue to receive a partial CalWORKs grant or may exit CalWORKs, depending on the wage rate, hours of work, and size of the Assistance Unit. If the employee exits CalWORKs due to the subsidized earnings, the participant may continue to receive the wage subsidy and transitional benefits through September 30, 2010. Former CalWORKs participants will also remain eligible for subsidized child care.

**D. Selection Process**

1. All RFQs received by the specified deadline will be screened by KCDHS to determine if all qualifications are met. All employers who pass the screening process will be eligible to contract with KCDHS to provide services as outlined in the attached. Sample Agreement.
2. The following criteria will be used by KCDHS to determine which employers will be considered for the Work Today Program.
  - a. Proposer's understanding of the RFQ requirements and end results.

- b. Proposer's proposed approach to tasks.
  - c. Three business references.
  - d. Qualifications of Proposer's staff for the project.
  - e. Financial stability of Proposer's company.
  - g. Length of time in business in Kern County, with a minimum of two years.
  - h. Areas of Kern County served by the Proposer.
  - i. Ability to serve bi-lingual participants.
  - j. Any other factors COUNTY deems relevant. When this criteria is used, it will be clearly documented and will become part of the public record.
3. The County reserves the right to reject any and all RFQs and to waive informalities and minor irregularities in any RFQs received. Absence of required information may render a RFQ non-responsive, resulting in rejection of the Proposal by the County.
  4. The County may, during the screening process, request from any Proposer additional information which the County deems necessary to determine the Proposer's ability to perform the required services. If such information is requested, the Proposer shall be permitted five (5) working days to submit the information requested.
  5. An error in the RFQ may cause the rejection of that RFQ; however, the County may, in its sole discretion, retain the RFQ and make certain corrections. In determining if a correction will be made, the County will consider the conformance of the RFQ to the format and content required by the RFQ, and any unusual complexity of the format and content required by the RFQ. If the Proposer's intent is clearly established based on review of the complete RFQ submittal, the County may, at its sole option, correct an error based on that established content. The County may also correct obvious clerical errors. The County may also request clarification from a Proposer on any item in a RFQ that County believes to be in error.
  6. The County reserves the right to select the RFQs which in its sole judgment best meet the needs of the County. **The lowest proposed cost is not the sole criterion for recommending contract award.**
  7. All employers responding to this RFQ will be notified of their selection or non-selection in writing after the screening process has been completed.

8. County employees will not participate in the screening process when those employees have a relationship with a person or business entity submitting a RFQ which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a RFQ who has such a relationship with a County employee who may be involved in the selection process shall advise the County of the name of the County employee in the RFQ.
9. Any person or business entity which engages in practices which might result in unlawful activity relating to the selection process including, but not limited to, kickbacks or other unlawful consideration paid to County employees, will be disqualified from the selection process.
10. Protest procedures are available for vendors. Instructions may be found in Chapter 5 of the County Administrative Policies and Procedures Manual, Section 529.

**E. Solicitation Caveat**

The issuance of this solicitation does not constitute an award commitment on the part of the County, and the County shall not pay for costs incurred in the preparation or submission of RFQs. **The County reserves the right to reject any or all RFQs or portions thereof if the County determines that it is in the best interest of the County to do so.**

Failure to furnish all information requested or to follow the format requested herein, or the submission of false information, may disqualify the Proposer, in the sole discretion of the County. The County may waive any deviation in a RFQ. The County's waiver of a deviation shall in no way modify the RFQ requirements nor excuse the successful proposer from full compliance with any resultant agreement requirements or obligations.

**F. Time**

Time and the time limits stated in this RFQ are of the essence of this Request for Qualifications.

**G. Form of Agreement**

No agreement with the County is in effect until a contract has been signed by both parties. Attached to this RFQ as Exhibit "A" is a sample agreement which is in substantially the form the successful Proposer(s) will be expected to sign. The final agreement may include the contents of the RFQ, any addenda to this RFQ, portions of the successful Proposers' RFQ and any other modifications determined by the County to be necessary prior to its execution by the parties. The sample agreement included in this RFQ is for informational purposes and should not be returned with a RFQ; however, the RFQ shall include a statement that the Proposer has reviewed the sample agreement and either i) will agree to the terms contained therein if selected, or ii) indicate those specific provisions of the sample agreement to which the Proposer takes exception and why. Raising of exceptions

by Proposer following RFQ submission may be cause for rejection of the Proposer's RFQ.

The selected employers will be required to execute an agreement with the County for the services requested within ninety (90) days of the award. If agreement on the terms and conditions that are acceptable to the County cannot be achieved within that timeframe, the County reserves the right to continue negotiations or to award the bid to other employers and begin negotiations with them.

Employers must identify and provide contact information in their RFQ of the individual within their organization who is authorized to negotiate the terms and conditions of any agreement between Employer and County.

**H. Modifications to Scope of Work**

In the event that sufficient funds do not become available to complete all the services identified in this RFQ, the scope of services may be amended, as determined in the sole discretion of the County. The County may also, from time-to-time, request changes in and/or additions to the services to be provided by the successful Proposers. Such changes, including any increase or decrease in compensation, which are mutually agreed upon by and between the County and the successful proposers, shall be incorporated into the contract prior to execution of the contract, and by written amendments thereto after execution.

**I. News Releases**

News releases pertaining to any award resulting from this RFQ may not be made without prior written approval of the Director of Human Services.

**J. Payment Schedule**

Periodic payments will be made to employers upon submission of an invoice, based on a payment schedule to be developed and included in the final agreement for services.

**K. Statutes and Rules**

The terms and conditions of this RFQ, and the resulting employers' services and activities performed by the successful proposer(s), shall conform to all applicable statutes, rules and regulations of the federal government, the State of California and the County of Kern.

**L. Background Review**

The County reserves the right to conduct a background inquiry of each Proposer that may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, reputation in the business community and financial condition. By submitting a RFQ to the County, the Proposer consents to such an inquiry and agrees to make

available to the County such books and records the County deems necessary to conduct the review.

## **II. PROPOSAL INFORMATION AND REQUIREMENTS**

### **A. General Instructions**

To receive consideration, RFQs shall be made in accordance with the following general instructions:

1. The signature of all persons signing the RFQ shall be in long hand. The completed RFQ shall be without alterations or erasures. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in ink by the person signing the RFQ.
2. No oral, telephonic, telegraphic, e-mailed or faxed RFQs will be considered.
3. The submission of a RFQ shall be an indication that the Proposer has investigated and satisfied him/herself as to the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the County.
4. All RFQs shall remain firm for one hundred and eighty (180) days from the RFQ submission deadline.

### **B. Business Address**

Proposers shall furnish their business street address. Any communications directed either to the address so given, or to the address listed on the sealed RFQ container, and deposited in the U.S. Postal Service by Certified Mail, shall constitute a legal service thereof upon the Proposer.

### **C. Corrections and Addenda**

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFQ, the Proposer shall immediately notify the Contact Person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFQ.

If a Proposer fails to notify the Contact Person prior to the date fixed for submission of RFQs of a known error in the RFQ, or an error that reasonably should have been known, the Proposer shall submit a RFQ at their own risk, and if the Proposer is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.

Addenda issued by the County interpreting or changing any of the items in this RFQ, including all modifications thereof, shall be incorporated in the RFQ. The Proposer shall sign and date the Addenda Cover Sheet and submit same with the

RFQ (or deliver them to the Purchasing Department, 1115 Truxtun Avenue, Bakersfield, CA 93301, if the Proposer has previously submitted a RFQ to the Department). Any oral communication by the County's designated Contact Person or any other County staff member concerning this RFQ is **not** binding on the County and shall in no way modify this RFQ or the obligations of the County or any Proposers.

**D. Proposal Format and Contents**

For ease of review and to facilitate evaluation, the RFQs for this project should be organized and presented in the order requested as follows:

1. Cover Page:

Indicate the name of the firm and project title.

2. Section I - Organizational Information:

Provide specific information concerning the firm in this section, including the legal name, address and telephone number of your company and the type of entity (sole proprietorship, partnership, or corporation and whether public or private). Include the name and telephone number of the person(s) in your company authorized to execute the proposed contract. If two or more firms are involved in a joint venture or association, the RFQ must clearly delineate the respective areas of authority and responsibility of each party. All parties signing the Agreement with the County must be individually liable for the completion of the entire project even when the areas of responsibility under the terms of the joint venture or association are limited.

3. Section II - Qualifications and Experience:

Provide specific information in this section concerning the firm's experience in the services specified in this RFQ, preferably within the State of California. Examples of completed projects should be submitted, as appropriate.

Provide names, addresses, and telephone numbers of contact persons for three (3) business references.

4. Section III - Subcontractors:

County will consider contractual agreements that involve the firm's use of subcontractors. List all subcontractors you plan to use for this project and their relevant experience. Such subcontractors will be acting as independent contractors and not as agents of the County.

5. Section IV - Project Approach and Work Schedule:

Provide a description of the methodology developed to perform all required services. This description should contain specific milestones and dates of completion which will be used to set schedules. Also identify the extent of County personnel involvement deemed necessary, including key decision points at each stage of the project.

6. Section V - Cost of Service:

The RFQ shall clearly state all of the costs associated with the project, broken down by category of products and services, and all on-going costs for recommended/required products/services such as maintenance. The project costs should include all expenses that will be charged to the County including but not limited to costs for shipping, insurance, communications, documentation reproduction, travel, taxes, etc. Failure to not clearly identify all costs associated with the proposal may be cause for rejection of the Proposer's RFQ.

7. Section VI - Insurance:

The selected Proposers will be required to obtain, as a condition of the award of a contract, and the RFQ shall state that the Proposer will obtain the insurance as required in the attached agreement.

All insurance shall be issued by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of A-, VII rating; or in special circumstances, as pre-approved by the Risk Management Division of the Office of County Counsel. The selected proposer shall file with the Contact Person a Certificate(s) of Insurance stating the required coverages are in effect.

8. Section VII - Additional Information:

Include any other information you believe to be pertinent but not required.

9. Prepare the proposal providing the information in the order given in this RFQ.

**E. Informational Meeting**

An Informational Meeting has been set for Thursday, January 21, 2010 at 10:00 a.m.. The meeting will be held in the Third Floor Multi-Purpose Room, Kern County Administrative Center, 1115 Truxtun Avenue, Bakersfield, CA. The purpose of the meeting is to permit Proposers an opportunity to ask questions and/or provide feedback to County staff on specifics of this RFQ. While some input obtained at the meeting may be incorporated into the RFQ via addenda,

remarks and explanations made at the meeting may not necessarily change the provisions of the final RFQ. The provisions of the final RFQ are binding regardless of remarks or explanations made at the meeting. **All interested parties who may have questions are urged to attend.**

**F. RFQ Submission**

The Proposer shall submit six (6) written copies of the RFQ and, if possible, one (1) copy on computer disk. The disk must be a standard IBM compatible format readable by the County; using word processing software that is Windows based, preferably Microsoft Word. Please submit all RFQs to:

Kern County General Services Division  
1115 Truxtun Ave., 3<sup>rd</sup> Floor  
Bakersfield, CA 93301  
Telephone (661) 868-3000

RFQs may be delivered in person, by courier service or by mail to the address indicated above. **ALL RFQS MUST BE SEALED AND RECEIVED BEFORE 11:00 A.M. ON TBD**, at the above office and address. RFQs submitted after the above deadline will not be accepted. It is strongly suggested that any Proposers intending to hand deliver a RFQ on the last day for submission arrive at the General Services Division third floor main lobby at least ten (10) minutes prior to the proposal receipt deadline to receive a “test” time stamp to validate the official current time. The time stamp clock in the main lobby of General Services will be the official time. Any RFQ received at or after 11:00 A.M. will be returned unopened.

Only one (1) RFQ may be submitted from each Proposer. For purposes of this RFQ, a Proposer is defined to include a parent corporation of the Proposer and any other subsidiary of that parent corporation. If a Proposer submits more than one (1) RFQ, all RFQs from that Proposer shall be rejected.

**G. Withdrawal and Submission of Modified RFQ**

A Proposer may withdraw a RFQ at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the Proposer or his/her authorized agent. The Proposer must, in person, retrieve the entire sealed submission package. Another RFQ may be submitted prior to the deadline. A RFQ may not be changed after the designated deadline for submission of RFQs.

**H. Disposition of RFQs and Proprietary Data**

All materials submitted in response to this RFQ become the property of the County. Any and all RFQs received by the County shall be subject to public disclosure and inspection, except to the extent the Proposer designates trade secrets or other proprietary data to be confidential, after the screening process completed and the Proposer has been informed that they are not the vendor selected by the screening process whichever comes first. Material designated as proprietary or confidential shall accompany the RFQ and each page shall be

clearly marked and readily separable from the RFQ in order to facilitate public inspection of the non-confidential portion of the RFQ. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary. The County will endeavor to restrict distribution of material designated as confidential or proprietary to only those individuals involved in the review and analysis of the RFQs. Proposers are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Proposers are advised that the County does not wish to receive confidential or proprietary information and that Proposers are not to supply such information except when it is absolutely necessary. If any information or materials in any RFQ submitted is labeled confidential or proprietary, the RFQ shall include the following clause:

\_\_\_\_\_ (legal name of proposer) shall indemnify, defend and hold harmless the County of Kern, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) arising out of, concerning or in any way involving any materials or information in this Proposal that \_\_\_\_\_ (legal name of proposer) has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.

**SAMPLE AGREEMENT**  
**FOR**  
**TANF ECR SUBSIDIZED EMPLOYMENT PROGRAM (WORK TODAY)**  
**Independent Contractor**

THIS AGREEMENT is made and entered into on \_\_\_\_\_, by and between the COUNTY OF KERN (hereinafter "COUNTY"), a political subdivision of the State of California, as represented by the through its Kern County Department of Human Services (hereinafter "KCDHS"), and \_\_\_\_\_, (hereinafter "CONTRACTOR") whose principle place of business is located at .

**WITNESSETH:**

WHEREAS:

- a. Government Code Sections 31000 and 53060 permit the COUNTY Board of Supervisors to contract for the furnishing of special services with organizations specially trained, experienced and competent to perform these services; and
- b. KCDHS is the County agency responsible for job placement of CalWORKs participants; and
- c. COUNTY desires to engage CONTRACTOR to provide said services and CONTRACTOR, by reason of CONTRACTOR's qualifications and experience, has offered to provide the required services on the terms set forth herein.

NOW, THEREFORE, IT IS AGREED between the parties as follows:

1. TERM

This Agreement shall be deemed effective as of the date first above written and shall remain in effect until September 30, 2010, unless sooner terminated as hereinafter provided.

2. RESPONSIBILITIES OF THE CONTRACTOR

- A. Fund the twenty percent (20%) required match through wages paid and/or in-kind contributions, including but not limited to, supervision, training and administration directly related to the Work Today program and the participants referred for placement.
- B. Offer a minimum of twenty (20) hours per week of part-time employment and thirty-five to forty (35 - 40) hours per week for full-time positions. Hours worked in excess of forty (40) hours per week shall be paid for by the CONTRACTOR and shall not be reimbursed by COUNTY. These positions must last from three to twelve (3 to 12) months, depending on the placement date. Wages paid to the

employee shall be no less than minimum wage or the prevailing wage based on industry standards, whichever is higher.

- C. Serve as the "employer of record".
- D. As the fiscal intermediary contracted by KCDHS, issue reimbursement checks directly to CalWORKs employee participants for hours worked.
- E. Designate staff to work closely with COUNTY job developer and/or KCDHS case manager to provide assistance for the Work Today program, as needed.
- F. Provide a signed copy of Exhibit "A", Subsidized Employment Outline, which is attached hereto and herein incorporated by this reference, within five (5) working days of receipt of the fully executed Agreement.
- G. Submit job order request to COUNTY job developer detailing available position(s), including job title, qualifications, duties and salary.
- H. Coordinate with COUNTY job developer to schedule interviews with eligible CalWORKs recipients for available job positions.
- I. Allow COUNTY job developer and/or KCDHS case manager to conduct on-site interviews with CalWORKs employee participants as needed to monitor job performance.
- J. Ensure that job placements under the Work Today program do not displace current employees.
- K. Ensure that employees in the Work Today program shall not be hired or remain working in any position when any person not supported by this Agreement is on layoff from the same or substantially equivalent job, or at a location affected by a labor dispute involving a work stoppage.
- L. Shall subject employees hired under the Work Today program to the same work hours and rules and regulations, and accorded the same benefits as other regular employees of CONTRACTOR.
- M. Shall not hire any employee under this Agreement if a member of that employee's immediate family is the CONTRACTOR or a person engaged in an administrative capacity for CONTRACTOR.
- N. Bi-lingual placements are highly preferred.
- O. Shall make a good faith effort to retain the CalWORKs employee hired under this Agreement upon completion of the subsidized employment period. CONTRACTOR shall contact the KCDHS case manager within two (2) working days of an employee's negative termination. CONTRACTOR shall make every effort to counsel the employee and/or seek assistance from COUNTY job developer and/or KCDHS case manager before termination. Reimbursement

requests on the final invoice for unanticipated terminations must be accompanied by signed timesheets or front and back copies of cancelled checks for the reimbursement period.

P. Verify electronically the employment eligibility of employees hired under the "Work Today" program using E-Verify.

Q. Reporting Responsibilities

1. Provide the Program Lead with a monthly report of the twenty percent (20%) matching funds to allow KCDHS to reimburse the eighty percent (80%) matching funds by the twenty-fifth (25<sup>th</sup>) calendar day of each month following the month in which services were rendered.

2. Reports shall be sent electronically in an Excel format as provided by KCDHS by the twenty-fifth (25<sup>th</sup>) calendar day of each month following the month in which services were rendered.

R. Program Outcome Measurements

1. Seventy-five percent (75%) of all referred participants shall be contacted by CONTRACTOR for placement within five (5) working days.

2. Of the participants referred to the CONTRACTOR and successfully contacted by the CONTRACTOR as indicated above, fifty percent (50%) shall be referred for an employment interview with an employer within seven (7) working days of contact.

3. RESPONSIBILITIES OF KCDHS

KCDHS shall assume responsibility for providing the following services:

A. Continue to provide CalWORKs recipients who participate in Work Today with the full array of CalWORKs supportive services including, but not limited to, child care, transportation assistance and ancillary services.

B. Prescreen CalWORKs participants to ensure that they are job ready before referring them for job placement with an employer.

C. COUNTY job developer shall conduct a Work Today subsidized employment program consultation with CONTRACTOR to review the terms and conditions for hiring CalWORKs recipients, monthly invoicing procedures and the requirements of the Agreement.

D. COUNTY job developer shall collect Exhibit "A", the Subsidized Employment Outline from each CONTRACTOR within five (5) working days of the CONTRACTOR's receipt of the fully executed Agreement.

E. KCDHS case manager will conduct monthly on-site interviews with Work Today CalWORKs employee participants to monitor job performance.

- F. KCDHS case manager will meet with CONTRACTOR's staff as often as needed to monitor services, exchange pertinent information, resolve problems and work together to coordinate services.

4. COMPENSATION

COUNTY shall compensate CONTRACTOR up to Five Hundred Thousand Dollars (\$500,000) during the term of the Agreement based on the reimbursement of wages to the CONTRACTOR and the number of clients served as specified in Section 2, above, Responsibilities of Contractor. An example of compensation is:

Participant is hired at ten dollars (\$10) per hour, works thirty-five (35) hours per week for three (3) months: Four Thousand Five Hundred Fifty Dollars (\$4,550) would be reimbursed: (Ten dollars (\$10) per hour x thirty-five (35) hours per week x thirteen (13) weeks equals Four Thousand Five Hundred Fifty Dollars (\$4,550). This is provided the twenty percent (20%) match has been made.

No additional compensation will be paid for secretarial, clerical support staff or overhead costs. No funds paid to CONTRACTOR through this Agreement shall be utilized to compensate employees of CONTRACTOR for overtime or compensatory time off, except to the extent that CONTRACTOR is required to pay for overtime or compensatory time off pursuant to the Fair Labor Standards Act of 1938, 19 USCS Section 201, et seq., or applicable State law.

5. REIMBURSEMENT POLICY AND BILLING REQUIREMENTS

CONTRACTOR shall submit monthly to KCDHS an invoice for the reimbursement of allowable expenditures for the previous month. Costs claimed under this Agreement are subject to the following federal publications (current publication are available online and can be found at [www.whitehouse.gov/omb/circulars/](http://www.whitehouse.gov/omb/circulars/)):

<u>Cost Principles</u>	<u>Administrative Requirements</u>
FAR 31.2	OMB Circular 2 CFR 215
2 CFR 230	OMB Circular 2 CFR 215

A. All invoices shall be submitted in triplicate in a form approved by KCDHS and shall included:

1. A simplified worksheet that explains how salary charges on invoices were calculated and lists employees by name, position, location and amount charged.
2. Itemization of all travel expenses incurred. Reimbursement for travel and other related costs shall not exceed the COUNTY's rates which are in effect at the time the expense(s) is/are incurred.
3. Copies of invoices submitted to CONTRACTOR from subcontractors.

CONTRACTOR shall adjust from its billings to KCDHS all charges not fully reimbursable under the applicable costs principles and the terms of this Agreement. CONTRACTOR accepts fiscal responsibility for any future audit findings resulting from CONTRACTOR's billings under this Agreement. CONTRACTOR shall refund

COUNTY for all costs related to this Agreement which are disallowed by California Department of Social Services (CDSS) as a result of audit findings or insufficient funds available from the State.

CONTRACTOR shall comply with all audit exceptions by appropriate federal, State and COUNTY audit agencies as prescribed by the auditing agency, and provide all required audit documentation pertaining to the services required by this Agreement.

Invoices shall be sent to KCDHS's Accounts Payable Unit, 100 E. California Avenue, Bakersfield, CA 93307 for processing by the twenty-fifth (25<sup>th</sup>) calendar day of the month following the month in which services were rendered. Payment will be made to CONTRACTOR within thirty (30) days of receipt and approval of each complete invoice by KCDHS.

6. REPRESENTATIONS

CONTRACTOR makes the following representations which are agreed to be material to and form a part of the inducement for this Agreement:

- A. CONTRACTOR has the experience, support staff and facilities necessary to provide the services described in this Agreement.
- B. CONTRACTOR does not have any actual or potential interest adverse to COUNTY, nor does CONTRACTOR represent a person or firm with an interest adverse to COUNTY with reference to the subject of this Agreement; and
- C. CONTRACTOR shall diligently provide all services in a timely and professional manner in accordance with the terms and conditions state in this Agreement.

7. ASSIGNMENT

CONTRACTOR shall not assign or transfer this Agreement or its obligations hereunder, or any part thereof. CONTRACTOR shall not assign any monies due or which become due to CONTRACTOR under this Agreement without the prior written approval of COUNTY.

8. NEGATION OF PARTNERSHIP

In the performance of the services under this Agreement, CONTRACTOR shall be, and acknowledges that CONTRACTOR is in fact and law, an independent contractor and not an agent or employee of COUNTY. CONTRACTOR has and retains the right to exercise full supervision and control over the manner and methods of providing services to COUNTY under this Agreement. CONTRACTOR retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting CONTRACTOR in the provision of services under this Agreement. With respect to CONTRACTOR's employees, if any, CONTRACTOR shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employment taxes whether federal, State or local, and compliance with any and all other laws regulating employment.

9. IMMIGRATION REFORM AND CONTROL ACT

CONTRACTOR acknowledges that CONTRACTOR, and all subcontractors hired by CONTRACTOR to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act (“IRCA”). CONTRACTOR is and shall remain in compliance with IRCA and shall ensure that any subcontractors hired by CONTRACTOR to perform services under this Agreement are in compliance with IRCA. In addition, CONTRACTOR agrees to indemnify, defend and hold harmless the COUNTY, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that CONTRACTOR’s employees, or the employees of any subcontractor hired by CONTRACTOR, are not authorized to work in the United States for CONTRACTOR or its subcontractor and/or any other claims based upon alleged IRCA violations committed by CONTRACTOR or CONTRACTOR’s subcontractors.

10. INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend and hold harmless COUNTY and COUNTY's agents, Board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by COUNTY, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of CONTRACTOR or CONTRACTOR's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of COUNTY; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of CONTRACTOR by any person or entity.

11. INSURANCE

CONTRACTOR, in order to protect COUNTY and its Board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of CONTRACTOR’s actions in connection with the performance of CONTRACTOR’s obligations, as required in this Agreement, shall secure and maintain insurance as described below. CONTRACTOR shall not perform any work under this Agreement until CONTRACTOR has obtained all insurance required under this section and the required certificates of insurance have been filed with and approved by COUNTY. CONTRACTOR shall pay any deductibles and self-insured retentions under all required insurance policies.

A. Workers' Compensation and Employers' Liability Insurance Requirements

CONTRACTOR shall submit written proof that CONTRACTOR is insured against liability for workers' compensation in accordance with the provisions of Section 3700 of the Labor Code.

In signing this Agreement, CONTRACTOR makes the following certification, required by Section 1861 of the Labor Code:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

CONTRACTOR shall require any subcontractors to provide workers' compensation for all of the subcontractors' employees, unless the subcontractors' employees are covered by the insurance afforded by CONTRACTOR. If any class of employees engaged in work or services performed under this Agreement is not covered by Labor Code Section 3700, CONTRACTOR shall provide and/or require each subcontractors to provide adequate insurance for the coverage of employees not otherwise covered.

CONTRACTOR shall also maintain employers' liability insurance with limits of One Million dollars (\$1,000,000) for bodily injury or disease.

**B. Liability Insurance Requirements**

1. CONTRACTOR shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:
  - a. Commercial General Liability Insurance, including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of CONTRACTOR's performance of work under this Agreement. Said insurance coverage shall have minimum limits for Bodily Injury and Property Damage equal to the policy limits, but not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate.
  - b. Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with minimum limits for Bodily Injury and Property Damage equal to the policy limits, but not less than One Million Dollars (\$1,000,000) per occurrence.
2. The Commercial General Liability Insurance required in this subparagraph B. shall include an endorsement naming COUNTY and COUNTY's Board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto.

3. If any of the insurance coverage required under this Agreement is written on a claims-made basis, the insurance policy shall provide an extended reporting period of not less than four (4) years following the termination of this Agreement or completion of CONTRACTOR's work specified in this Agreement, whichever is later.
4. Prior to CONTRACTOR commencing any of its obligations under this Agreement, evidence of insurance in compliance with the requirements above shall be furnished to KCDHS's Contracts Office by Certificate of Insurance and a copy of the completed endorsement. Receipt of evidence of insurance that does not comply with above requirements shall not constitute a waiver of the insurance requirements set forth above.

C. Cancellation of Insurance

The above-stated insurance coverage required to be maintained by CONTRACTOR shall be maintained until the completion of all of CONTRACTOR's obligations under this Agreement, and shall not be reduced, modified, or canceled without thirty (30) days prior written notice to COUNTY. Also, phrases such as "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall not be included in the cancellation wording of all Certificates of Insurance or any coverage for COUNTY and COUNTY's Board members, officials, agents, and employees. CONTRACTOR shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

- D. All insurance shall be issued by a company or companies admitted to do business in the state of California and listed in the current "Best's Key Rating Guide" publication with a minimum of an "A-;VII" rating. A non-admitted company doing business in the state of California must have a "Best's Rating" of "Excellent A:X," or better. Any exception to these requirements must be approved by the County Risk Manager.
- E. If CONTRACTOR is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, CONTRACTOR shall provide coverage equivalent to the insurance coverage and endorsements required above. COUNTY will not accept such coverage unless COUNTY determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by CONTRACTOR is equivalent to the above-required coverage.
- F. All insurance afforded by CONTRACTOR pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by COUNTY.
- G. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the

insurer that issues the coverage; nor shall it preclude COUNTY from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

- H. Failure by CONTRACTOR to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by CONTRACTOR. COUNTY, at its sole option, may terminate this Agreement and obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY shall deduct from sums due to CONTRACTOR any premiums and associated costs advanced or paid by COUNTY for such insurance. If the balance of monies obligated to CONTRACTOR pursuant to this Agreement is insufficient to reimburse COUNTY for the premiums and any associated costs, CONTRACTOR agrees to reimburse COUNTY for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by COUNTY to take this alternative action shall not relieve CONTRACTOR of its obligation to obtain and maintain the insurance coverage required by this Agreement.

## 12. EVALUATION

Services to be provided by CONTRACTOR shall be evaluated by KCDHS on a continuing basis. Evaluation may be accomplished by written or verbal communications and/or by site visits to view fiscal and/or program processes and information. Any deficiencies noted during an evaluation shall be stated and placed in detailed written form, with a copy submitted to CONTRACTOR. CONTRACTOR shall respond in writing to the deficiencies statement within twenty (20) days from the date of receipt. A plan to remedy these deficiencies shall be implemented within sixty (60) days from the date of the deficiencies statement. Failure to remedy the stated deficiencies may result in termination of the Agreement by COUNTY.

Deficiencies that may be subject to non-payment of future invoices by COUNTY shall include:

- A. Failure to notify KCDHS and receive prior written approval for any changes to Program delivery within fifteen (15) days of change for:
1. Change in assigned program staff.
  2. Change in program or service hours and days.
  3. Change in program or service location and access for participants.
- B. Failure to request, in writing, and receive written pre-approval from COUNTY for changed to the approved budget.
- C. Failure to provide written assurance of required civil rights training as detailed in Paragraph 32, below.

## 13. CONTRACT DISPUTE

Should a dispute arise between CONTRACTOR and COUNTY relating to performance under this Agreement, CONTRACTOR will, prior to exercising any other remedy which may be available, provide COUNTY with written notice of the particulars of the dispute within thirty (30) calendar days of the dispute. COUNTY will meet with CONTRACTOR, review the factors in the dispute, and recommend a means of resolving the dispute before a written response is given to CONTRACTOR. COUNTY will provide a written response to CONTRACTOR within thirty (30) days of receipt of CONTRACTOR's written notice.

14. TERMINATION

Either party may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to the other party.

15. NON-APPROPRIATION

This Agreement is subject to COUNTY's annual appropriation process. In the event that funds representing expenses allocated for this project are not appropriated within the approved COUNTY budget in any fiscal year, this Agreement shall be deemed terminated and shall be of no further force or effect as of the date COUNTY's budget is approved. COUNTY will provide CONTRACTOR with notice of any such action.

16. NOTICES

Notices to be given by one party to the other under this Agreement shall be given in writing by personal delivery, by certified mail, return receipt requested, or express delivery service at the addresses specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received four (4) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

Notice to COUNTY shall be addressed as follows:

Director  
Kern County Department of Human Services  
P.O. Box 511  
Bakersfield, CA 93302

Notice to CONTRACTOR shall be addressed as follows:

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by personal service.

17. OWNERSHIP OF DOCUMENTS

All reports, documents and other items generated or gathered in the course of providing services to COUNTY under this Agreement are and shall remain the property of COUNTY, and shall be returned to COUNTY upon full completion of all services by CONTRACTOR or termination of this Agreement, whichever first occurs.

18. CONFLICT OF INTEREST

The parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, COUNTY may immediately terminate this

Agreement by giving written notice thereof. CONTRACTOR shall comply with the requirements of Government Code Section 87100 et seq. during the term of this Agreement.

19. SOLE AGREEMENT

This document, including all attachments hereto, contains the entire agreement between the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

20. AUTHORITY TO BIND COUNTY

It is understood that CONTRACTOR, in CONTRACTOR's performance of any and all duties under this Agreement, has no authority to bind COUNTY to any agreements or undertakings.

21. MODIFICATION OF AGREEMENT

This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

22. NON-WAIVER

No covenant or condition of this Agreement can be waived except by the written consent of COUNTY. Forbearance or indulgence by COUNTY in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by CONTRACTOR. COUNTY shall be entitled to invoke any remedy available to COUNTY under this Agreement or by law or in equity despite said forbearance or indulgence.

23. CHOICE OF LAW/VENUE

The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

24. CONFIDENTIALITY

Any and all statements, charts, records and other materials produced as a result of the performance under this Agreement shall be and remain the property of COUNTY. During the term of this Agreement, CONTRACTOR shall be permitted to inspect any case or record to the extent necessary for performance hereunder, provided such inspection is permitted and conducted in accordance with applicable legal requirements and pursuant to commonly accepted standards of confidentiality. CONTRACTOR shall protect the confidentiality of assessment results and welfare case records of each participant.

The parties hereto agree to abide by the Health Insurance Portability and Accountability Act (HIPAA) as applicable and follow confidentiality requirements of 42 CFR Part 2 and other applicable requirements, and to consult and cooperate with one another to assure appropriate and consistent handling of confidential data.

25. ENFORCEMENT OF REMEDIES

No right or remedy herein conferred on or reserved to COUNTY is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

26. SEVERABILITY

Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

27. COMPLIANCE WITH LAW

CONTRACTOR shall observe and comply with all applicable COUNTY, State and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

28. CAPTIONS AND INTERPRETATION

Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement.

No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.

29. TIME OF ESSENCE

Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

30. COUNTERPARTS

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

31. FORCE MAJEURE

COUNTY shall exercise every reasonable effort to meet its obligations hereunder and shall not be liable for delays resulting from force majeure or other causes beyond its reasonable control, including, but not limited to, compliance with any government law or regulation, acts of God, fires, strikes, lockouts, natural disasters, wars, riots and/or any other cause whatsoever beyond the reasonable control of COUNTY. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

32. NONDISCRIMINATION

Neither CONTRACTOR, nor any officer, agent, employee, servant or subcontractor of CONTRACTOR, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of age, sex, color, disability, national origin, race, marital status, sexual orientation, religion, political affiliation, or any other classification protected by law, either directly, indirectly or through contractual or other arrangements as described in CDSS Manual of Policies and Procedures, Chapter 21. CONTRACTOR will further adhere to all mandated requirements as described in the CDSS Manual of Policies and Procedures, Chapter 21 which can be found at <http://www.dss.cahwnet.gov/getinfo/pdf/3cfcman.pdf>.

CONTRACTOR understands and acknowledges that its assurance is given in consideration of and for the purpose of receiving compensation for service as provided in this Agreement, which compensation is funded through federal and State assistance. In the event COUNTY is subject to any fiscal sanction or other legal remedies as a result of CONTRACTOR's failure to comply with the requirements of this section, CONTRACTOR shall indemnify and hold harmless COUNTY from any such fiscal sanction or other legal remedy imposed against COUNTY as provided in the indemnification provisions of this Agreement. CONTRACTOR shall participate in and pay COUNTY's costs incurred in COUNTY's defense in any judicial or administrative hearing or process to determine where a violation of this section has occurred. CONTRACTOR acknowledges that the COUNTY, as a recipient of such funding, is obligated to comply with State and federal requirements regarding nondiscrimination, as evidenced by form CR-50, Assurance of Compliance, which is attached hereto and made a part hereof as Exhibit "B". By signing this Agreement, CONTRACTOR, as a sub-recipient of such funding through the COUNTY, shall be equally bound to comply with each and every requirement set forth therein.

33. AUDIT, INSPECTION AND RETENTION OF RECORDS

CONTRACTOR agrees to maintain and make available to COUNTY accurate books and records relative to all its activities under this Agreement. CONTRACTOR shall permit COUNTY to audit, examine and make excerpts and transcripts from such records, and to conduct audits or reviews of all invoices, materials, records of personnel or other data related to all other matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any fiscal audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon COUNTY herein.

34. NON-COLLUSION COVENANT

CONTRACTOR represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with COUNTY. CONTRACTOR has received from COUNTY no incentive or special payments, nor considerations not related to the provision of services under this Agreement.

35. NO THIRD-PARTY BENEFICIARIES

It is expressly understood and agreed that the enforcement of these terms and conditions and all right of action relating to such enforcement shall be strictly reserved to COUNTY and CONTRACTOR. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of COUNTY and CONTRACTOR that any such person or entity, other than COUNTY or CONTRACTOR, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

36. SIGNATURE AUTHORITY

Each party represents that they have full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS TO WHICH, each party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners and successors, to be fully bound by all terms and conditions of this Agreement.

COUNTY OF KERN

Dated: \_\_\_\_\_

Supervisors

By \_\_\_\_\_

Jon McQuiston, Chairman, Board of

"COUNTY"

CONTRACTOR

Dated: \_\_\_\_\_

By \_\_\_\_\_

Name, Title

"CONTRACTOR"

APPROVED AS TO CONTENT:  
Kern County Department of Human Services

Dated: \_\_\_\_\_

By \_\_\_\_\_

Pat Cheadle, Director

APPROVED AS TO FORM:  
Office of County Counsel

Dated: \_\_\_\_\_

By \_\_\_\_\_

EXHIBIT "A"

SUBSIDIZED EMPLOYMENT OUTLINE

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

Employer's Product/Service: \_\_\_\_\_

Worksite Address: \_\_\_\_\_

Supervisor Name/Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_ State Tax ID Number: \_\_\_\_\_

Worker's Compensation Insurance Carrier & Policy Number: \_\_\_\_\_

Auto Insurance Carrier & Policy Number: \_\_\_\_\_

- **CONTRACTOR shall be reimbursed by COUNTY on the basis of an eighty percent (80%) match of employee costs not to exceed one hundred twenty five percent (125%) of total wages.**
- **COUNY shall make no payments for commissions, piecework, vacation, holiday, sick leave or overtime.**

Dated: \_\_\_\_\_ By: \_\_\_\_\_

Contractor's Name and Title