#### AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND

San Mateo County Community College District

THIS AGREEMENT, entered into this day of	, 20,
by and between the COUNTY OF SAN MATEO, hereinafter called "	County," and San
Mateo County Community College District, hereinafter called "Contra	actor";

#### $\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$ :

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of food stamp outreach services.

# NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

#### 1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A – Scope of Services

Exhibit B – Rates and Payments

Exhibit C – Budget

Attachment I – §504 Compliance

Attachment J – Contractor Declaration Form

#### 2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

#### 3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **three hundred and thirty two thousand six hundred and forty four dollars** (\$332,644).

## 4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2009 through June 30, 2010.

This Agreement may be terminated by Contractor, the Human Services Agency or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

#### 5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

#### 6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

#### 7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

#### 8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

#### 9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) Worker's Compensation and Employer's Liability Insurance The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.
- (2) <u>Liability Insurance</u> The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

#### Such insurance shall include:

(a)	Comprehensive General Liability	\$1,000,000
(b)	Motor Vehicle Liability Insurance	\$1,000,000
(c)	Professional Liability	\$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

#### 10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

#### 11. Non-Discrimination and Other Requirements

- A. Section 504 applies only to Contractor who are providing services to members of the public. Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination*. No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

- C. Equal employment opportunity. Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. Violation of Non-discrimination provisions. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
  - i) termination of this Agreement;
  - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
  - iii) liquidated damages of \$2,500 per violation;
  - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance*. With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

#### 12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

#### 13. Retention of Records, Right to Monitor and Audit

- (a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.
- (b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.
- (c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

#### 14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

## 15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

#### 16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United Sates mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

#### In the case of County, to:

Human Services Agency 400 Harbor Blvd Belmont, CA 94002

Attention: Darla Munson, Manager

In the case of Contractor, to:

San Mateo County Community College District 3401 CSM Drive San Mateo, CA 94402

Attention: James W. Keller, Executive Vice Chancellor

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

	COUNTY OF SAN MATEO						
	By:						
	Date:						
San Mateo County Community College District							
Contractor's Signature							
Date:							

Long Form Agreement/Non Business Associate v 8/19/08



## Exhibit A

# Beyond Economic Self-Sufficiency Tools Program (BESST)

# SCOPE OF SERVICES

#### 1. **Definitions**

The following definitions shall govern the terms used in this service agreement:

- **Participant**: an individual who has been certified eligible for Food Stamps Employment and Training (FSET) services by County.
- **FSET Staff**: the designated Skyline College staff will provide services to FSET participants.
- **Enrollment**: enrolled in FSET approved education and vocational training classes at Skyline College.

#### 2. Staff

CONTRACTOR shall make every effort to ensure sufficient staff is designated to support the FSET program in accordance with this contract.

#### 3. Participant Recruitment

CONTRACTOR shall recruit participants in collaboration with the San Mateo County Human Services Agency to achieve enrollment goals as set forth herein. Participation in the FSET program is voluntary. Certification of FSET eligibility for participation in services as provided in this contract shall be the responsibility of San Mateo County Human Services Agency in cooperation with Skyline College. CONTRACTOR shall use the County CalWIN System to verify FSET program eligibility.

#### 4. Services

CONTRACTOR shall provide participants with the following services:

#### A. Intake/Assessment/Evaluation Services

Intake is the point of entry into the program when the participant's eligibility for the FSET program is verified. Assessment and evaluation is the process which determines the participant's skill level and career goals.

Intake/Assessment/Evaluation may include the following:

- Overview of FSET Program and available services
- Single point of entry to the college system
- Assess participant's eligibility for the FSET Program
- Provide student orientation
- Identify proficiencies and pre-requisites before participant enrolls in classes.



- Provide application, map, and contact information
- Develop educational plan consistent with participant's skills and abilities
- Class schedule and a print-out of classes; rearrange class schedule when needed and possible
- Board of Governor's Fee Waiver
- Book Voucher, Classroom Supplies, and additional expenses as identified in the agreement.
- Free Application for Federal Financial Aid (FASFA)
- Registration checklist; assist with priority registration
- Placement test information
- Student Agreement
- Release of information
- Civil Rights, including non-discrimination of services, employment and contracting
- Grievance procedures (for participants)
- Resources and referrals

#### B. Core Services

#### a) Job Search Preparation

CONTRACTOR shall provide participants with intensive job preparation and development services, and workshops on resume writing, interviewing skills, informational interviews, career ladders, upgrading job skills, and negotiating promotions and raises. CONTRACTOR shall provide relevant labor market information and trends, work-based learning opportunities and access to industry guest speakers.

#### b) Vocational Training

CONTRACTOR shall offer participants the following vocational training and education service components:

#### **FSET Eligible Courses**

California Community college courses that are eligible for FSET support include the following:

#### • \* CTE Program Courses

Any course or occupational work experience that is required, a prerequisite, a recommended preparatory class, or an elective for a community college Career Technical Education (CTE) program in the FSET student's declared program of study. A student's declared CTE program area will determine the particular set of courses and programs are listed in the course catalog, as are the required and two (2) elective courses for each of these programs. \* CTE programs are also known as FSET vocational training programs.



#### \*\* Individual Occupational Courses

Any individual course that has an occupational TOP code.

\*\* Individual occupational courses are also known as FSET vocational training courses.

#### • General Work Experience

Any supervised general employment intended to assist students in acquiring desirable work habits, attitudes, and career awareness. This general work experience has a TOP code of 4932.

#### Customized Courses of Study

Customized programs of study designed to prepare an individual student of particular employment opportunities. These unique programs must be approved by a college's Chief Instruction Officer.

#### c) Education

CONTRACTOR shall provide participants with the following educational components:

#### Career-Oriented Counseling/Guidance Classes and Basic Skills Courses

Any counseling or guidance courses as well as any tutoring or pre-collegiate basic skills courses such as math, English (reading/writing, study skills, English as a Second Language (ESL) and related classes that are deigned to help a student achieve career goals or FSET educational objectives. These are identified as course with TOP codes of 4930 and 4931. Career-oriented counseling/guidance classes and basic skills courses are also known as FSET Educational courses.

## d) Work Experience and On-the-Job-Training (OJT)

CONTRACTOR shall provide participants with work experience opportunities to enhance skills that are related to the individual's employment and educational goals. CONTRACTOR shall assist participants in completing resumes and applications for work experience opportunities on and off campus. Work experience sites are developed through networking with employers and community groups.

#### 5. Case Management

CONTRACTOR shall provide participants with multiple services and interventions to ensure success of participants in their programs. CONTRACTOR shall refer participants to resources and referrals to aid in the success of their educational plans. CONTRACTOR shall be responsible for clarifying and responding to questions



regarding college policies and procedures, and other general questions relating to the participant's status.

#### 6. Monitoring

CONTRACTOR shall verify quarterly FSET eligibility to ensure participant remains qualified for services. CONTRACTOR will determine status of student progress for reporting purposes. CONTRACTOR shall review participant's class schedule, on a quarterly basis, to ensure it corresponds to their approved educational plan.

#### 7. Supportive Services

CONTRACTOR shall provide allowable FSET supportive services to serve as an incentive to motivate participants to enroll and participate in the FSET program. Incentives include: transportation assistance, parking fees, textbooks, and classroom supplies. CONTRACTOR shall provide participants with referrals for other supportive services (counseling, tutoring, etc.) on and off campus.

#### 8. Match Funding

CONTRACTOR shall outlay all funding, non-federal funding, for allowable FSET activities, and it will be reimbursed for 50% of expenditures up to the contract amount. CONTACTOR shall not use FSET funds to supplant funding for existing programs. CONTRACTOR shall maintain match funds records and make these files available to and open for inspection by appropriate County, State and Federal staff upon request.

#### 9. Maintenance of Participant Case Files

CONTRACTOR shall maintain individual participant case files and make these files available to and open for inspection by appropriate County, State and Federal staff upon request. All participant case files shall not be disclosed except in accordance with the Welfare and Institutions Code Section 10850. CONTRACTOR shall maintain source documents, which may include the following:

- College Application
- BESST Program Intake Form
- FSET Monthly Eligibility Documentation
- Student Agreement
- Educational Plan
- Class Schedule and Print-Out
- Ancillary Expenses Records
- Registration Checklist
- Placement Test Information
- Transcripts (unofficial)
- Termination/Status Change
- Evidence of Completion Standards/Grades
- Release of Information as needed



CONTRACTOR shall strive to recruit 50 participants and strive to achieve the following performance goals during the Federal Fiscal Year 2008-2010 contract period. (20 in the first semester and 30 more in the second semester).

#### **Minimum Performance Standard**

At any given quarter during the performance of this contract, CONTRACTOR shall maintain its' performance level at 50% of its' cumulative goals. If the performance level of the CONTRACTOR falls below 50% of the proposed performance, the CONTRACTOR shall be required to take corrective action to improve its performance.

#### 10. Reports

CONTRACTOR shall maintain a monthly record of participants activities based on state reporting requirements and provide the County with a quarterly report using a mutually agreed upon report format based on the below schedule:

Report Period	<b>Due Date</b>			
June 1, 2009 – September 30, 2009	October 30, 2009			
October 1, 2009 – December 31, 2009	January 30, 2010			
January 1, 2010 – March 31, 2010	April 30, 2010			
April 1, 2010 – June 30, 2010	July 31, 2010			

#### 11. Holidays

The following holidays have been approved.

<b>Date</b>	<u>Holidays</u>
7/3/09	Independence Day
9/7/09	Labor Day
11/13/09	Veteran's Day Observed
11/26/08	Thanksgiving Day
11/27/08	Declared Holiday
12/24/09-1/1/10	Observed Winter Holiday
1/18/10	Martin Luther King Jr. Day
2/12/10	Lincoln's Day
2/15/10	President's Day
5/31/10	Memorial Day
	7/3/09 9/7/09 11/13/09 11/26/08 11/27/08 12/24/09-1/1/10 1/18/10 2/12/10 2/15/10

#### 12. Services & Reporting

Services and reporting needs may be amended, based on changes in program rules and regulations. CONTRACTOR shall be notified of all such changes in a timely manner.



#### 13. Financial Records & Audits

CONTRACTOR shall comply with the following authorities, incorporated by reference:

- 7 Code of Federal Regulations (Part 273.7 and 277)
- OMB Circulars A-11, A-21, and A-133
- OMB Circular A-87 and 7 Code of Federal Regulations 3015, 3016, 3018 and 3019
- CDSS Manual of Policies and Procedures (MPP) Division 63, Section 63-000 to 63-1436

# San Mateo County Community College District (SMCCCD) Rates and Payment

 Cost Sharing and Match Requirement: Cal Success is partially funded through federal Food Stamp Employment and Training (FSET) funds. The United States Department of Agriculture administers these reimbursable funds and requires that Cal Success programs incur expenditures in order to receive reimbursement under this award.

The funds for these expenditures cannot be used as match for another federal program and must:

- a. Be non-federal funds unless specifically allowable under federal law;
- Fund necessary and reasonable costs to accomplish the program goals;
   and
- c. Be under the Contractor's complete control, without restrictions requiring use for other purposes.

Federal funds made available to Contractor to support Cal Success activities must be consistent with the descriptions in 7 CFR 273.7 and may not be used for:

- a. Supplanting other funds set aside to support FSET activities;
- b. Activities outside the scope of Cal Success services as defined in the approved FSET plan;
- c. Food stamp outreach.

SMCCCD shall outlay all non-federal funding, for allowable FSET activities, and SMCCCD will be reimbursed for 50% of expenditures up to the pass through reimbursement amount. SMCCCD shall maintain match funds records and make these files available to and open for inspection by appropriate County, State and Federal staff upon request. SMCCCD shall only claim expended cost for match.

2. **Billing/Payment:** SMCCCD shall provide the County with invoices detailing all expenses incurred within each state claiming quarter shown below Invoices received after the 10<sup>th</sup> of each claiming quarter month will be considered late and may postpone billing and reimbursement. Invoices are due no later than the following dates:

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1<sup>st</sup> Quarter Due: By January 5<sup>th</sup> (months of October – December)
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The County will claim expenses, not to exceed the amount of \$665,288 for the term of the Agreement.

<sup>2&</sup>lt;sup>nd</sup> Quarter Due: By April 5<sup>th</sup> (months of January – March)

<sup>3&</sup>lt;sup>rd</sup> Quarter Due: By July 5<sup>th</sup> (months of April – June)

<sup>4&</sup>lt;sup>th</sup> Quarter Due: By October 5<sup>th</sup> (months of July – September)

Claiming: For each quarter of the Agreement the County will claim \$166,322 on County Expense Claim (CEC) and SMCCCD will receive the pass through reimbursement, not to exceed \$83,161 (50% of expenditure) per quarter within 10 working days of the County's receipt of the reimbursement from the California Department of Social Services (CDSS) in accordance with provisions as set forth by CDSS Fiscal Policy. The total amount reimbursable to the Contractor shall not exceed \$332,644. The quarterly amount claimed may be adjusted as authorized by the County as long as it does not exceed the total Agreement obligation of \$332,644.

- 3. Cost Claiming/Budget: All costs must be submitted in accordance with the Budgets shown in Exhibit C and approved by the County. Any billing for Administration and Staff support or Participant Reimbursement must provide documentation as referenced in Section 10 and billing of sufficient matching funds to cover the incurred expenses. Funds may be transferred within the budget with the approval of the County. Transfer between line items for Administration and Staff support, and line item costs used as matching funds incurred as Educational and or Facilities costs and Participant Reimbursements will not be allowed.
- **4. Amount Reimbursable under the Agreement:** The total amount reimbursable to Contractor under this Agreement shall not exceed \$332,644 as outlined in section 2 of Exhibit B above.
- **5. Limitation on County Liability:** Notwithstanding any other provision of this Agreement, the County shall be held harmless by the Contractor from any federal and/or state audit disallowance and interest.

# Program Budget Budget For Allowable Costs for the Agreement

Director-Cntr for Workforce Dev   \$206,376   10%   Federal Share   \$0   \$0   \$20,638   \$20,638   \$0   \$0   \$0   \$0   \$0   \$0   \$0   \$					al Success Implementation			Cal Success Start-Up (Planning Costs Prior to Cal Success Implementation Only)					Grand Total	
Annual Salary   Annual Salar					100% Funds	Share of 50% Reimb.	Share of 50% Reimb.	Implemen-			Sha 100% Funds 50%	are of Federal Reimb. Share of 50% Reimb.		tation and
Administrative Salaries	ADMINISTRATIVE BUDGET	l		I										
Director-Cntr for Workforce Dev   \$206,376   10%   Federal Share   \$0   \$0   \$0   \$0   \$0   \$0   \$0   \$			% FTE/Year						% FTE/Year					
Director-Cntr for Workforce Dev   \$206,376   10%   Federal Share   \$0   \$0   \$20,638   \$20,638   \$0   \$0   \$0   \$0   \$0   \$0   \$0   \$	1A. Administrative Salaries													
Prg Services Coordinator   \$119,424   30%   Federal Share   \$0	Director-Cntr for Workforce Dev	\$206,376	10%	Federal Share	\$0 \$0 \$0 \$0	\$0 \$0 \$0 \$0	\$20,638 \$0 \$0 \$0	\$20,638 \$0 \$0 \$0			\$0 \$0 \$0 \$0 \$0	\$0 \$( \$0 \$( \$0 \$( \$0 \$(	\$0 \$0 \$0 \$0 \$0 \$0	\$20,638 \$0 \$0 \$0
Prg Services Coordinator   \$119,424   30%   Federal Share   \$0	1B. Program Salaries				ΨΟ	ΨΟ	ΨΟ	ΨΟ			ΨΟ	Ψ	φ	\$0
1. Total Salaries 2. Total Benefits: Enter % in peach box on right 3. Operating Expenses	Counselor	\$178,000	14%	Federal Share	\$0 \$0 \$0 \$0 \$0	\$0 \$0 \$0 \$0 \$0	\$0 \$35,828 \$24,920 \$17,914 \$0	\$0 \$35,828 \$24,920 \$17,914 \$0			\$0 \$0 \$0 \$0 \$0 \$0	\$0 \$1 \$0 \$1 \$0 \$1 \$0 \$1 \$0 \$1	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	\$0 \$0 \$35,828 \$24,920 \$17,914 \$0
2. Total Benefits: Enter % in peach box on right 3. Operating Expenses 4. Facilities 5. Equipment 6. Travel and Per Diem for Staff 7. Subcontracts 8. Cost of Instruction (FTES Apportionment or ADA) 9. Other 10. Indirect: Enter % in peach box on right 8. Subtotal - Admin Budget 8. Subtotal - Part Reimb Dependent Care (see worksheet link) 12. Partic Reimb-Dependent Care (see worksheet link) 8. Subtotal - Part Reimb Budget 8. Subtotal - Part Rei		Total FTES	1.38											
9. Other 10. Indirect: Enter % in peach box on right 4% \$0 \$12,794 \$12,794 \$0 \$0 \$0 \$0 \$0 \$12,794 \$12,794 \$0 \$0 \$0 \$0 \$0 \$12,794 \$12,794 \$0 \$0 \$0 \$0 \$0 \$0 \$12,794 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	Total Benefits: Enter % in peach box on right     Operating Expenses     Facilities     Equipment     Travel and Per Diem for Staff     Subcontracts			35%		\$9,904		\$34,754 \$0 \$9,904 \$0 \$0 \$0				\$0 \$6	\$0 \$0 \$0 \$0 \$0	\$34,754 \$0 \$9,904 \$0 \$0 \$0
10. Indirect: Enter % in peach box on right     4%     \$0     \$12,794     \$12,794     \$0     \$0     \$0     \$12,794       Subtotal - Admin Budget     \$0     \$332,644     \$146,846     \$479,490     \$0     \$0     \$0     \$0     \$479,490       Participant Reimbursement Budget     \$0     \$185,798     \$185,798     \$185,798       11. Partic Reimb-Transportation/Ancillary (see worksheet link)     \$0     \$185,798     \$185,798       12. Partic Reimb-Dependent Care (see worksheet link)     \$0     \$0     \$0       Subtotal - Part Reimb Budget     \$0     \$185,798     \$185,798						\$322,740							\$0	
Subtotal - Admin Budget         \$0         \$332,644         \$146,846         \$479,490         \$0         \$0         \$0         \$479,490           Participant Reimbursement Budget         \$0         \$185,798				4%	\$0		\$12,794	* *			\$0	\$0 \$(		
11. Partic Reimb-Transportation/Ancillary (see worksheet link)       \$0       \$185,798       \$185,798         12. Partic Reimb-Dependent Care (see worksheet link)       \$0       \$0       \$0         Subtotal - Part Reimb Budget       \$0       \$185,798       \$185,798         \$185,798       \$185,798       \$185,798	Subtotal - Admin Budget					\$332,644	\$146,846							
	<ul><li>11. Partic Reimb-Transportation/Ancillary (see worksheet</li><li>12. Partic Reimb-Dependent Care (see worksheet link)</li></ul>		link)			\$0	\$0	\$0						0 \$185,798 \$0
Total Rudget \$332.644 \$332.644 \$665.288 \$ \$665.28	Subtotal - Part Reimb Budget Total Budget					\$0 \$332.644	\$185,798 \$332,644	\$185,798 \$665,288						\$185,798 \$665,288