

SERVICE CONTRACT
Skill and Ability Education (6053)

AGREEMENT is made this 1st day of October, 2019, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 ("County") and Skill and Ability Education located at 428 N Hewitt, Ypsilanti, Michigan 48197 ("Contractor")

In consideration of the promises below, the parties mutually agree as follows

ARTICLE I - SCOPE OF SERVICES

The Contractor will vocational rehabilitation and special education services for the jail See attached quote

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Contractor an annual amount not to exceed Fifteen Thousand Dollars (\$15,000)

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to the Sheriff and will cooperate and confer with him/her as necessary to insure satisfactory work progress

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies

ARTICLE IV – TERM

This contract begins on the October 1, 2019 and ends on September 30, 2020 with an option to extend for two (2) additional one (1) year periods

ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval

Section 3 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either

owned or affiliated with the contractor For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii

Section 4 - All Vendor employees who are assigned to or who expect to enter the jail on behalf of the vender will be required to successfully complete a background investigation conducted by the Sheriff's Office Whether or not an individual successfully completes the investigation process is at the sole and exclusive discretion of the Sheriff's Office The Sheriff's Office reserves the absolute right to restrict access to the jail or require the immediate removal of any person(s) with or without justification or prior notification on a temporary or permanent basis

ARTICLE VI - INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties Except as otherwise specified in this contract, Contractor retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor

ARTICLE VII - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor

ARTICLE VIII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance

In connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any subcontractor, or any employee, agent or representative of the contractor or any subcontractor,

ARTICLE VIII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage. For transportation services contracts, the County shall be added as additional insured on automobile liability policy with respect to the services provided under this contract.

Insurance companies, named insured's and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County c/o: Washtenaw County Sheriff's Office 2201 Hogback Road, Ann Arbor, Michigan 48106 and CONTRACT 51540, and shall provide for written notice to the Certificate holder of cancellation of coverage.

ARTICLE IX - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE X INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE XI CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XII EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XIII - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XIV OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be coauthored by the County.

ARTICLE XV - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVI TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVII PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XVIII PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XX- CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXI EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XXII – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO:

WASHTENAW COUNTY

By: Lawrence Kestenbaum 10/10/2019
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: Gregory Dill 10/10/2019
Gregory Dill (DATE)
County Administrator

APPROVED AS TO CONTENT:

CONTRACTOR

By: Jerry L. Clayton 10/4/19
Jerry L. Clayton (DATE)
Sheriff

By: Steve Berg 10-1-19
Steve Berg (DATE)
Director of Services

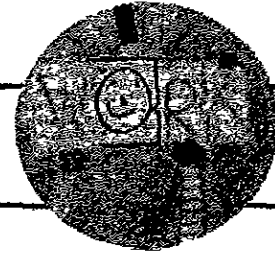
APPROVED AS TO FORM:

By: Curtis N. Hedger 10/09/2019
Curtis N. Hedger (DATE)
Office of Corporation Counsel
CURTIS N. HEDGER
CORPORATION COUNSEL

Skill and Ability Education

Educate, Empower, Employ

www.SkillAbilityEd.org



Who We Are:

At Skill and Ability Education, we're in the business of empowering individuals with employment barriers to secure job opportunities that highlight their strengths and align with their interests. We work to prepare others for work. Our time is spent facilitating pre-employment workshops, supporting individuals in their job search and application process, working with community employers, and investing energy into promoting inclusivity in the workplace. We employ people who have incredible talent and expertise in the field of vocational rehabilitation and special education.

Proposal:

Phase 1 -

- 1 Skill and Ability Education (SAE) facilitator to provide weekly workshop to address foundational soft skills and introduce to vocational services.
 - a Workshop shall run for an 8 week period and occur once per 3 month period, for a duration of one hour per session
 - b. Workshop shall be separated into one male session and one female session per week, occurring within a 2 hour time block.
- 2 Workshop will determine appropriate candidates for Phase 2, identified by
 - a. Participation/contribution to workshop sessions;
 - b. Communication with group facilitator;
 - c. Vocalization of interest in continued services,
 - d. Scheduled for discharge within a 45 day period

Phase 2 -

1. Provide a small group session weekly for 3 weeks upon conclusion of Phase 1, with identified participants that meet the aforementioned criteria
- 2 For individuals scheduled for release within 30 days of the program start date, it may benefit the participant to skip Phase 1, and directly access Phase 2 services
- 3 One hour per session, focus on obtaining a job upon release including,
 - a How to complete a job search based on skills, interests and experience
 - b. How to complete a resume and/or job application
 - c How to prepare for an interview

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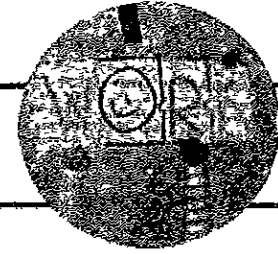
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Phase 3 -

1. Based on input from the Prison Re-entry Team and participation in Phase 2, individuals will be encouraged to participate in services upon release
2. These participants will have access to a weekly Job Club at SAE Office (428 N Hewitt, Ypsilanti, MI) to assist with obtaining employment
3. Participants will have access to discuss opportunities that align with their skill and ability during Job Club
4. Time at Job Club will be spent following up on open job leads, applying for jobs and preparing for interviews with facilitator
5. SAE to assist in coordinating and developing opportunities for participants
6. If ongoing barriers to employment exist, a referral will be made to an appropriate community agency (ie Michigan Rehabilitation Services)

Funding Support:

Requested funding support for the period of Fiscal Year 2019-2020 \$15,000 total

Phase 1 -

- Support up to 20 (10 per hour time block) participants per 8 week session, 80 total participants per fiscal year
- One facilitator at 32 weeks of service for 2 hours per week
- \$5,000 total

Phase 2 -

- Support up to 6 participants per 3 week session, 24 total participants per fiscal year
- One facilitator for small group sessions, 12 total sessions per year
- SAE administrator and facilitator participation in prison re-entry meetings to prepare opportunities for re-entry
- \$4,000 total

Phase 3 -

- Support up to a total of 24 participants per fiscal year
- One SAE jail facilitator running Job Club, up to 30 total Job Club sessions per year
- SAE to engage in ongoing development of employment opportunities aligned with interest, skill and ability
- \$6,000 total

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