

SERVICE CONTRACT
Skill and Ability Education (V# 6053)

AGREEMENT is made this 1st day of October 2023, 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, MI 48197 ("Contractor")

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

ARTICLE I - SCOPE OF SERVICES

The Contractor will provide vocational rehabilitation and special education services for the jail (See Attachment A)

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 Twenty-Four Thousand Nine Hundred Fifty Dollars and Zero cents (\$24,950 00)

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 date of this agreement and ends on September 30, 2024, *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

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

- 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 Rd , Ann Arbor, MI 48105 and Contract 55414, 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 - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$15.90 per hour with benefits or \$17.73 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2024 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees

ARTICLE XIV - 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 XV - 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 co-authored by the County

ARTICLE XVI - 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 XVII - 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 XVIII - 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 XIX - PRACTICE AND ETHICS

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

ARTICLE XX- 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 XXI - 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 XXII 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 XXIII - ELECTRONIC SIGNATURES

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

ATTESTED TO:

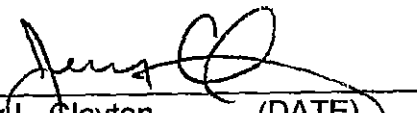
WASHTENAW COUNTY

By.  12/21/2023
Lawrence Kestenbaum (DATE)
County Clerk/Register

By.  12/21/2023
Gregory Dill (DATE)
County Administrator


APPROVED AS TO CONTENT

CONTRACTOR

By. 
Jerry L. Clayton (DATE)
Sheriff

By.  12/4/23
Steve Berg (DATE)
Director of Services

APPROVED AS TO FORM:

By.  12/21/2023 For
Michelle K Billard (DATE)
Office of Corporation Counsel

Skill and Ability Education

Educate, Empower, Employ

www.SkillAbilityEd.org



Vocational Services Programming

Attachment A

Services Description:

Job Skills for Success (soft skills workshop): 2 hour classroom time

- Skill and Ability Education (SAE) facilitator will provide instruction in foundational soft skills and introduce vocational services
- Weekly lessons will cover various topics for employment success
- Course prepared to sequence materials to benefit any individual joining services for short-term or long-term participation

Individualized Employment Planning: 2 hour classroom time

- SAE facilitator will meet with individuals to provide individualized support and planning related to employment
- Meetings will encourage linkage with community based employment services upon discharge

Community Based Services:

- Participation in bi-weekly re-entry meetings
- Contact employers to determine hiring needs, background check process and interest in working with applicants with court involvement
- Meet with participants in the community to provide services, including support with employment goals and completion of certification

Certificate Training: 2 hour classroom time & access to internet and computers

- Skill and Ability Education facilitator will support the following
 - Weekly class to assist participants in earning certification
- Certifications offered include
 - **Occupational Safety and Health Administration (OSHA)10/30**→ general industry and construction
 - **ANAB-CFB Accredited Food Handlers & Food Manager** → recognized in hospitality and food service industries
 - **National Retail Foundation Certifications**, including
 - Customer Service and Sales Certified Specialist
 - Warehouse, Inventory and Logistic Specialist
 - Business of Retail Certified Specialist
 - **Healthcare Certifications**
 - Red Cross First Aid CPR and AED, Blood Borne Pathogens
 - HIPAA for Healthcare Workers

Skill and Ability Education

Educate, Empower, Employ

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Funding Support Required, October 2023-September 2024

- **Soft Skill Workshop Class Facilitation: \$8,000 annual, to include:**
 - Lesson planning and materials preparation
 - Weekly soft skills training classes
 - Weekly reports on participant progress
 - *To be billed on a monthly basis, \$650 per month*
- **Individualized Employment Planning: \$6,000 annual, to include:**
 - Individualized meetings to support employment planning upon discharge, up to 4 per week
 - Weekly reports on the outcome of the meetings
 - *To be billed on a monthly basis, \$500 per month*
- **Community Based Services: \$3,000 annual, to include:**
 - Meeting with individuals in the community upon discharge, up to 2 meetings per week
 - Connecting with employers to identify hiring needs and background screening processes
 - *To be billed on a monthly basis, \$250 per month*

- **Certification Training Class Facilitation: \$6,000 annual, to include:**
 - 2 hour session per week for up to 6 participants per session
 - Weekly reports outlining progress toward certification
 - *To be billed on a monthly basis, \$500 per month (when class in session)*
 - **Certification course and exam cost, not included in contract**
 - The cost of course enrollment and certification exam varies from \$35-\$150 per course and exam bundle
- **Class Intake & Enrollment: up to \$1,950 to include:**
 - **\$75 per participant enrollment:**
 - Individual intake meeting to determine participants interests, goals and certification training
 - Creating individualized account and enrollment credentials, will be provided to the participant for account access upon discharge
 - Includes up to **26 participants per year**
 - *Billed monthly, cost based on individual enrollment*

Total Funding Support: up to \$24,950 total*, based on interest and enrollment in certification programs

**The cost of each participant's class enrollment will be invoiced separately The cost of certification varies based on the program*