

# ORIGINAL

## AGREEMENT FOR SERVICES #415-S0711 AMENDMENT I

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This Amendment I to that Agreement for Services #415-S0711, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County" and/or "Grantee") and El Dorado County JOB ONE, a non-profit Corporation duly qualified to conduct business in the State of California, whose principal place of business is 4535 Missouri Flat Road, Suite 1A, Placerville, California 95667, (hereinafter referred to as "Contractor");

### WITNESSETH

**WHEREAS**, Contractor has been engaged by County to provide business services under the Workforce Development Program to assist the County in guiding, supporting, and strengthening businesses in both El Dorado and Alpine Counties through the Golden Sierra Workforce Investment Activities for the Human Services Department, Community Services Division, dated December 12, 2006, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to increase the compensation and extend the term of said agreement, hereby amending **ARTICLE VI – Term** and **ARTILCE VII**; and

**WHEREAS**, the parties hereto have mutually agreed to add **ARTILCE XLI – Purpose of Agreement**, **ARTILCE XLII – Audits**, **ARTILCE XLIII - Debarment and Suspension**, and **ARTICLE XLIV - Political Activity/Lobbying**.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #415-S0711 shall be amended a first time as follows:

#### **ARTICLE VI**

**Term:** This Agreement shall become effective when fully executed by both parties hereto and shall cover the period of December 12, 2006 Through June 30, 2008.

## **ARTICLE VII**

**Compensation for Services:** For services provided herein, County agrees to pay Contractor, in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoice(s) detailing services rendered that meet the requirements in accordance with Exhibit "A" – Disbursement Schedule, incorporated herein and made by reference a part hereof. The total amount of this Agreement, as amended, shall not exceed \$180,000.00.

## **ARTICLE XLI**

**Purpose of Agreement:** The parties agree to enter into this contract for the for the purpose of delivering allowable Rapid Response (RR) activities. This contract will adhere to all provisions of the Contract No. 760321-01 between El Dorado County and Golden Sierra Job Training Agency (Attachment 3) as well as the Workforce Investment Act (WIA). The parties will follow all regulations and guidance issued by the U.S. Department of Labor (DOL), the State of California and the Golden Sierra Job Training Agency.

## **ARTICLE XLII**

**Audits:** County, the Department of Labor, the Controller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

## **ARTICLE XLIII**

**Debarment and Suspension:** By signing this agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with regulations implementing Executive Order 12549, Debarment and Suspension, 29 CRF Part 98.510, and that:

1) Contractor hereby certifies to the best of its knowledge that neither it nor any of its principals to be used in the performance of this Contract:

- (a) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Has within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph 2 of this paragraph 20; and,
- (d) Has within a three (3) year period preceding this Contract had one or more public (federal, state or local) transactions terminated for cause or default.

- 2) If unable to certify to the best of its knowledge the statements set forth above,  
Contractor and/or any of its principals shall attach to this Contract an account of the  
circumstances and any explanations therefore.
- 3) Contractor further agrees to request this certification from any subcontractors that perform  
services under this Contract.

**ARTICLE XLIV**

**Political Activity/Lobbying:** Contractor assures and certifies that it will comply with all applicable federal and state laws and administrative regulations, as well as GSJTA policies, regarding political activity and lobbying. In this regard, no part of the performance under this Contract shall include publicity, lobbying or the solicitation of funds for any political activity or to further the election or defeat of any candidate for office or on behalf of or in opposition to proposed or pending federal, state or local legislation or administrative action. Contractor further agrees to comply with the requirements of Section 319 of the Fiscal Year 1990 Appropriations Act (31 U.S.C.1352), as amended, and corresponding DOL regulations codified at 29 CFR, Part 93, which prohibit the expenditure of funds provided under a federal contract, grant, loan or cooperative agreement for the purpose of influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, extension, continuation, renewal, amendment or modification of any such contract, grant, loan or cooperative agreement.

Except as herein amended, all other parts and sections of that Agreement #415-S0711 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By: Joyce Aldrich Dated: 11/8/07  
Joyce Aldrich  
Program Manager  
Human Services

**Requesting Department Head Concurrence:**

By: D. Nowka Dated: 11/8/07  
Doug Nowka  
Director  
Human Services

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #415-S0711 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

-- COUNTY OF EL DORADO --

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

By: \_\_\_\_\_  
Chairman  
Board of Supervisors  
"County"

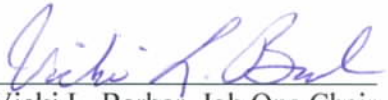
ATTEST:  
Cindy Keck  
Clerk of the Board of Supervisors

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

-- CONTRACTOR --

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

El Dorado County JOB ONE  
A California Corporation

By:   
Dr. Vicki L. Barber, Job One Chair  
"Contractor"

By:   
Corporate Secretary

Dated: 11/09/07

Exhibit A

**JOB ONE - DHS WIA Rapid Response Disbursement Schedule**

Contract # 415-SO711

July 1, 2007 – June 30, 2008

|   |            |
|---|------------|
| Outreach to a minimum of 25 businesses<br>Attend 2 Chamber or Association meetings<br>Web Site Update<br>Disbursement 1                 | \$3,750.00 |
| Outreach to a minimum of 25 businesses<br>Attend 2 Chamber or Association meetings<br>Web Site Update<br>Disbursement 2                 | \$3,750.00 |
| Outreach to a minimum of 25 businesses<br>Attend 2 Chamber or Association meetings<br>Web Site Update<br>Disbursement 3                 | \$3,750.00 |
| Outreach to a minimum of 25 businesses<br>Attend 2 Chamber or Association meetings<br>Web Site Update<br>Disbursement 4                 | \$3,750.00 |
| Outreach to a minimum of 25 businesses<br>Attend 2 Chamber or Association meetings<br>Web Site Update<br>Disbursement 5                 | \$3,750.00 |
| Outreach to a minimum of 25 businesses<br>Attend 2 Chamber or Association meetings<br>Web Site Update<br>Disbursement 6                 | \$3,750.00 |
| Outreach to a minimum of 25 businesses<br>Attend 2 Chamber or Association meetings<br>Web Site Update<br>Disbursement 7                 | \$3,750.00 |
| Outreach to a minimum of 25 businesses<br>Attend 2 Chamber or Association meetings<br>Web Site Update<br>Disbursement 8                 | \$3,750.00 |
| Outreach to a minimum of 25 businesses<br>Attend 2 Chamber or Association meetings<br>Web Site Update<br>EDC Job Fair<br>Disbursement 9 | \$3,750.00 |
| Outreach to a minimum of 25 businesses<br>Attend 2 Chamber or Association meetings<br>Web Site Update<br>Disbursement 10                | \$3,750.00 |
| Outreach to a minimum of 25 businesses<br>Attend 2 Chamber or Association meetings<br>Web Site Update<br>Disbursement 11                | \$3,750.00 |
| Outreach to a minimum of 25 businesses<br>Attend 2 Chamber or Association meetings<br>Web Site Update<br>Disbursement 12                | \$3,750.00 |

\$45,000.00

**ORIGINAL COPY**

AGREEMENT FOR SERVICES #415-S0711

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County" and/or "Grantee") and El Dorado County JOB ONE, a non-profit Corporation duly qualified to conduct business in the State of California, whose principal place of business is 4535 Missouri Flat Road, Suite 1A, Placerville, California 95667, (hereinafter referred to as "Contractor");

**WITNESSETH**

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide business services under the Workforce Development Program to assist the County in guiding, supporting, and strengthening businesses in both El Dorado and Alpine Counties through the Golden Sierra Workforce Investment Activities for the Human Services Department, Community Services Division; and

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provisions of these services provided by Contractor are in the public's best interest and that these services, are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

**NOW, THEREFORE**, County and Contractor mutually agree as follows:



## ARTICLE I

**Scope of Services:** Contractor agrees to furnish personnel and services necessary to provide business services under the Workforce Development Program to assist the County in guiding, supporting, and strengthening businesses in both El Dorado and Alpine Counties through the Golden Sierra Workforce Investment Activities for the Human Services Department, Community Services Division. Main objectives will be to register laid off workers with higher skills into the one-stop system, assist laid off workers with obtaining jobs and re-entry into the labor force, and build the inventory of skilled workers in your system thereby offering greater value to the business community. Services shall include but not limited to the following:

- Provide information to existing businesses regarding the availability of assistance programs
- Identify issues which will lead to employee layoffs and develop strategies to mitigate these issues
- Establish an early warning system of business problems and possible closures
- Provide immediate assistance to laid-off workers in finding new employment

At a minimum, Contractor will develop and present at two (2) Chamber of Commerce (El Dorado County Chamber, El Dorado Hills Chamber, Pollock Pines Chamber, South Lake Tahoe Chamber, Cameron Park/Shingle Springs Chamber, Alpine County Chamber) or business association meetings, information regarding the services offered at the One Stop locations (Placerville and South Lake Tahoe). A minimum of ninety (90) new businesses will be contacted and informed of the business services offer at the One Stop locations. Contractor will also visit the Chambers in both Counties, a minimum of twenty (20) visits, and will distribute information about both the One Stop locations. A minimum of two (2) partnerships will be developed with County Chambers.

Contractor will conduct a series of seminars to business owners that will be from two (2) to four (4) hours in duration, and will include speakers who are experts in their fields. An assessment tool will be provided at the seminar indicating their satisfaction level with the seminar and identifying future topics of interest. Contractor will work with various Chambers of Commerce to determine which business associates to target for the presentations. Topics of presentations will include, but are not limited to:

- Worker's Compensation Law
- Unemployment Appeals
- Hiring the Right Person
- Marketing Your Business
- Company Policy Manual
- Performance Documentation
- Corrective Action
- Work Opportunity Tax Credit

A minimum of two (2) quarterly newsletters for all employers will be developed by the Contractor and will be distributed both electronically and in hard copy in both Counties. A mailing list will be maintained and as new businesses are contacted the newsletter will be part of the materials distributed. This newsletter will consist of information about the business services offered and highlight a variety of information, such as layoff aversion, Rapid Response services, Cal Jobs, Work Opportunity Tax Credit, and upcoming training opportunities. It will also provide current Labor Market information and will feature an industry located in both Counties.

Contractor will post information and services offered under this contract on the Contractor's web site on a regular basis. The information on the web site will include the schedule of seminars, industry reports, and current Labor Market information for both Counties. Information about various programs, such as the Trade Act Assistance (TAA), Work Opportunity Tax Credits (WOTC), Employment Training Panel (ETP), current Labor Market information, and the schedule of seminars will also be posted. The web site will also provide industry specific reports, business services offered at the One Stop and links to other appropriate agencies.

Job placement services will be customized by the Contractor for the individual business. This service will be discussed with all businesses and Contractor will provide any assistance needed to make the system easy to use and understand. Basic service will be the access to the Cal Jobs job postings to find potential employees. The next level would include pre-screening of potential employees. If an employer is seeking a candidate with specific job skills, the Contractor would identify applications with those skills and pre-screen their qualifications before a referral. The contractor will work with each Counties Economic Development departments and the Chambers to contact new business entering the Counties to offer assistance in hiring their initial workforce. Activities would include assist with applications, designing and implementing a hiring event, and pre-screening applications. These events will be arranged on an individual business need.

In the event of a layoff or a business closure, Contractor will provide various layoff aversion strategies and connect businesses to other services that may help them avoid the layoff, such as the Work Share program. If layoff is unavoidable, Contractor would offer services under Rapid Response, regardless of business size (currently these services are only offered to WARN employers):

- Meet with employees to discuss job search
- Provide the opportunity for skill assessments
- Provide introduction to agencies that assist with resume building and career guidance
- Information about Unemployment Insurance
- Trade Act Assistance program information, if appropriate

Contractor will provide research and analysis of the major industries in the Counties and post results on their web site. A minimum of two (2) industry specific "white papers" will be developed and presented for each County. The first industry will be chosen by the Chambers and the Contractor and each paper will include information specific to the Counties and identified industry and will include an analysis of the industry and identify issues that could or do affect the County businesses.



Information systems will be available at the One Stop locations in Placerville and South Lake Tahoe that will provide information about business services. These information systems will include presentations to the One Stop staffs about the services and materials for distribution. Contractor will also set up databases at each One Stop to collect relevant information about the business and will also design and implement a tracking system to collect information about the services that the businesses use and provide the information to the One Stop for performance tracking.

Contractor will also attend job fairs that are held in both El Dorado and Alpine Counties including providing the staffing of the booth. Information regarding this Workforce Development Program will be available along with information about both Job One locations.

In order to measure the performance of the Contractor, Contractor will develop a database to measure:

- Quality of Job Screening and Referrals – track the incoming requests from businesses for hires and referrals made from the One Stop to the business and outcome of the referral. Other measures would be the amount of time it takes referrals to be made to available openings, percent of referrals hired to openings listed, and repeat business usage.
- Number of Customers Served (market penetration) – track the number of businesses that are contacted and given information about the One Stop services versus the number of targeted businesses in the population of the two Counties. The number of non-WARN Rapid Response visits made.
- New Customers – the number of new businesses that use the One Stop employer services.
- Repeat Customers – businesses that use the services multiple times within a year.
- Customers Receiving More Than One Service – businesses that use more than one service.
- Target Businesses – number of offerings created for small businesses and the number of businesses that use the offerings.
- Quality of Job Postings – new jobs brought into Cal Jobs, tracking new jobs in demand occupations, tracking jobs paying sustainable wages, and/or paying benefits, and new postings from targeted businesses.
- Develop Relationships/Partnership with Businesses – employer's use of services, employers referring others to the services, the number of presentations to businesses.
- Targeted Partnerships – develop a targeted partnership with the two County Chambers.

## **ARTICLE II**

**Ownership of Rights:** County and Contractor hereby expressly agree that all brochures, releases, photographs, promotional written and/or film materials and printed materials described in Article I – Scope of Services, whether produced by Contractor, its agents, representatives, employees, or sub-contractors, shall be considered a “work made for hire” within the meaning of 17 USC Sec. 101. County shall have sole ownership of all rights, for all purposes, in each completed work, and unused footage and printed materials.

## **ARTICLE III**

**Ownership of Data:** County and Contractor hereby expressly agree that all plans, details, and calculations produced by Contractor, its agents, representatives, employees, or sub-contractors, shall be considered a “work made for hire” within the meaning of 17 USC Sec. 101. County shall have sole ownership of all rights, for all purposes, in each completed work, and unused portions thereof, including the copyrights.

## **ARTICLE IV**

**Confidentiality:** All data, together with any knowledge otherwise acquired by Contractor during the performance of services provided pursuant to this Agreement, shall be treated by Contractor and Contractor’s staff as confidential information. Contractor shall not disclose or use, directly or indirectly, at any time, any such confidential information. If the Contractor receives any individually identifiable health information (“Protected Health Information” or “PHI”), the Contractor shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the regulations promulgated thereunder.

## **ARTICLE V**

**Confidentiality of Data:** All data and information relative to the County operations, which is designated confidential by the County and made available to the Contractor in order to carry out this Agreement shall be protected by the Contractor from unauthorized use and disclosure.

Permission, granted by the County, to disclose information on one occasion or at public hearing held by the County relating to the Agreement shall not authorize the Contractor to further disclose such information or disseminate the same on any other occasions. The Contractor shall not comment publicly to the press or any media regarding this Agreement or the County’s actions on the same, except to the County’s staff, Contractor’s own personnel involved in the performance of this Agreement, at public hearings or in response to questions from the Board of Supervisors.

The Contractor shall not issue any news release or public relations item of any nature whatsoever regarding services performed or to be performed under this Agreement without prior review of the contents thereof by the County and receipt of the County’s written permission.



#### **ARTICLE VI**

**Term:** This Agreement shall become effective when fully executed by both parties hereto and shall expire on December 15, 2007.

#### **ARTICLE VII**

**Compensation for Services:** For services provided herein, County agrees to pay Contractor, in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoice(s) detailing services rendered that meet the requirements in accordance with Exhibit "A" – Disbursement Schedule, incorporated herein and made by reference a part hereof. The total amount of this Agreement shall not exceed \$90,000.00.

#### **ARTICLE VIII**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

#### **ARTICLE IX**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

#### **ARTICLE X**

**Assignment and Delegation:** Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County and the State.

#### **ARTICLE XI**

**Independent Contractor/Liability:** Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.



Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

## **ARTICLE XII**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be cancelled in its entirety subject to payment for services performed prior to cancellation.

## **ARTICLE XIII**

### **Non-Discrimination:**

- A. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.).

The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

- B. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

#### **ARTICLE XIV**

**Disputes:** Contractor shall continue with the responsibilities under this Agreement during any dispute.

#### **ARTICLE XV**

##### **Default, Termination and Cancellation:**

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.



- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part seven (7) calendar days upon written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.
- E. Termination for Cause: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided.

#### **ARTICLE XVI**

**Drug-Free Workplace Requirements:** Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and shall provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- B. Establish a Drug-Free Awareness Program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available counseling, rehabilitation and employee assistance programs; and (4) penalties that may be imposed upon employees for drug abuse violations.
- C. Every employee who works on the proposed contract will: (1) receive a copy of the Contractor's drug-free workplace policy statement; and (2) agree to abide by the terms of the Contractor's statement as a condition of employment under this agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above (Government Code section 8350 et seq.).



## **ARTICLE XVII**

**Doing Business with the State of California:** The following laws apply to persons or entities doing business with the State of California.

### **Conflict of Interest**

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

A. Current State Employees (Public Contracts Code section 10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent Contractor with any state agency to provide goods or services.

B. Former State Employees (Public Contracts Code section 10411):

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

C. If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Public Contracts Code. section 10420).

## **ARTICLE XVIII**

**Labor Code/Workers' Compensation:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code section 3700)

#### **ARTICLE XIX**

**Americans With Disabilities Act:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

#### **ARTICLE XX**

**Contractor Name Change:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation the name change, the County and State will process the amendment.

#### **ARTICLE XXI**

##### **Corporate Qualifications to Do Business in California:**

- A. If Contractor is a corporation, the State may verify that the Contractor is currently qualified to do business in California in order to ensure that all obligations due to the State are fulfilled.
- B. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the State not be subject to the franchise tax.
- C. Both domestic and foreign corporations (those incorporated outside California) must be in good standing in order to be qualified to do business in California. If Contractor is a corporation, the State will determine whether Contractor is in good standing by contacting the Office of the Secretary of State.

#### **ARTICLE XXII**

**Resolution:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

#### **ARTICLE XXIII**

**Air or Water Pollution Violation:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of the provisions of federal law relating to air or water pollution

**ARTICLE XXIV**

**Payee Data Record Form Std. 204:** This form must be completed by all contractors that are not another state agency or other government entity.

**ARTICLE XXV**

**National Labor Relations Board Certification:** If Contractor is receiving federal funds under this Agreement, Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Not applicable to public entities.)

**ARTICLE XXVI**

**Domestic Partners:** Commencing on July 1, 2004 Contractor certifies that it is in compliance with Public Contract Code section 10295.3 with regard to benefits for domestic partners. For any contracts executed or amended, bid packages advertised or made available, or sealed bids received on or after July 1 2004 and prior to January 1, 2007, a contractor may require an employee to pay the costs of providing additional benefits that are offered to comply with PCC 10295.3.

**ARTICLE XXVII**

**Contractor's Responsibilities:** Contractor acknowledges and agrees that it is responsible for compliance with all provisions delegated to it in addition to those items specified herein.

**ARTICLE XXVIII**

**County's Responsibilities:** County acknowledges and agrees that it will monitor the scope of services and any and all activity pursuant to this Agreement in ensure conformity with its State contract.

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**ARTICLE XXIX**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

JOHN LITWINOVICH  
COUNTY OF EL DORADO  
HUMAN SERVICES  
SOCIAL SERVICES DIVISION  
3057 BRIW ROAD  
PLACERVILLE, CA 95667  
ATTN: JOYCE ALDRICH, PROGRAM MANAGER

or to such other location as the County directs.  
Notices to Contractor shall be addressed as follows:

EL DORADO COUNTY JOB ONE  
6767 GREEN VALLEY ROAD  
PLACERVILLE, CA 95667  
ATTN: DR. VICKI L. BARBER, JOB ONE CHAIR

or to such other location as the Contractor directs.

**ARTICLE XXX**

**Indemnity:** The Contractor shall defend, indemnify and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees and the public, or damage to property or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) or any of these, except for the sole or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement

## **ARTICLE XXXI**

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
  - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.



- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

#### **ARTICLE XXXII**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **ARTICLE XXXIII**

**Interest of Contractor:** Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.



**ARTICLE XXXIV**

**California Residency (Form 590):** All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certify that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

**ARTICLE XXXV**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Joyce Aldrich, Program Manager, Human Services, or successor.

**ARTICLE XXXVI**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**ARTICLE XXXVII**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XXXVIII**

**Venue:** Any dispute resolution action rising out of this Agreement, including, but not limited to, litigation, mediation or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Contractor waives any removal rights it might have under Code of Civil Procedure Section 394.

**ARTICLE XXXIX**

**Taxpayer Identification Number (Form W-9):** All independent Contractors or Corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

**ARTICLE XL**

**County Business License:** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

**ARTICLE XLI**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**Requesting Contract Administrator Concurrence:**

By: Joyce Aldrich Dated: 11/27/06  
Joyce Aldrich, Program Manager  
Human Services

**Requesting Department Head Concurrence:**

By: John Litwinovich Dated: 11/27/06  
John Litwinovich, Director  
Human Services

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

Date: 12/12/06

By:   
**JAMES R. SWEENEY** Chairman  
Board of Supervisors  
"County"


ATTEST:  
Cindy Keck  
Clerk of the Board of Supervisors

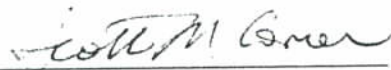
By:  Dated: 12/13/06  
Deputy Clerk

-- CONTRACTOR --

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

El Dorado County JOB ONE  
A California Corporation

By:   
Dr. Vicki L. Barber, Job One Chair  
"Contractor"

By:  Dated: 11/29/06  
Corporate Secretary



## Attachment "A" – Disbursement of Funds

### JOB ONE - DHS WIA Rapid Response Disbursement Schedule

|   |                                 |
|---|---------------------------------|
| Marketing Materials<br>Develop<br>Develop Presentations<br>Develop Project Plan<br>Review/acceptance of Plan<br>Develop databases<br>Business Contacts<br>Job Requests<br>Early Warning System<br>Plan Seminar Topics<br>Define/engage speakers<br>Determine site/logistics<br>Develop Advertising Plan   | Disbursement 1      \$4,800.00  |
| Marketing Materials<br>Design<br>Print<br>Package<br>Outreach to a minimum of 15 businesses<br>Seminars<br>Schedule<br>Advertise<br>Attend Chamber meetings<br>3 Chambers attended<br>Schedule Chamber Presentations<br>Develop Chamber Presentations<br>Web Site Update<br>Set up Information Systems at One Stops<br>Placerville<br>South Lake Tahoe<br>Non-WARN Rapid Response Program Developed | Disbursement 2      \$17,690.00 |
| Outreach to a minimum of 15 businesses<br>Seminars<br>Advertise Seminar 1<br>Confirm logistics for Seminar 1<br>Attend Chamber meetings<br>3 Chambers attended<br>White Paper<br>Develop Subject with Chambers<br>Research Paper<br>Publish Paper<br>Target Partnership with EDC Chamber<br>Prepare Chamber presentation<br>Business Association meeting<br>Attend<br>Distribute literature         | Disbursement 3      \$11,090.00 |

**JOB ONE - DHS WIA Rapid Response Disbursement Schedule**

|   |                                 |
|---|---------------------------------|
| Outreach to a minimum of 15 businesses<br>Seminars<br>Deliver Seminar 1<br>Advertise Seminar 2<br>Confirm logistics for Seminar 2<br>Attend Chamber meetings<br>4 Chambers attended<br>Newsletter<br>Develop<br>Print<br>Distribute<br>Business Association meeting<br>Attend<br>Distribute literature<br>Participate in El Dorado County Job Fair<br>Web Site Update   | Disbursement 4      \$15,505.00 |
| Outreach to a minimum of 15 businesses<br>Seminars<br>Deliver Seminar 2<br>Advertise Seminar 3<br>Confirm logistics for Seminar 3<br>Attend Chamber meetings<br>3 Chambers attended<br>Business Association meeting<br>Attend<br>Distribute literature<br>Info Systems at One Stops<br>Target Partnership with Alpine Chamber<br>Develop Presentation<br>Web Site Update  | Disbursement 5      \$12,730.00 |
| Outreach to a minimum of 15 businesses<br>Seminars<br>Deliver Seminar 3<br>Advertise Seminar 4<br>Confirm logistics for Seminar 4<br>Attend Chamber meetings<br>4 Chambers attended<br>Business Association meeting<br>Attend<br>Distribute literature<br>White Paper<br>Develop Subject with Chambers<br>Research Paper<br>Publish Paper<br>Target Partnership with Alpine Chamber<br>Develop Partnership<br>Web Site Update | Disbursement 6      \$13,210.00 |

**JOB ONE - DHS WIA Rapid Response Disbursement Schedule**

|  |                            |                    |
|--|----------------------------|--------------------|
| Outreach to a minimum of 15 businesses |                            |                    |
| Seminars                               |                            |                    |
| Deliver Seminar 4                      |                            |                    |
| Attend Chamber meetings                |                            |                    |
| 3 Chambers attended                    |                            |                    |
| Newsletter                             |                            |                    |
| Develop                                |                            |                    |
| Print                                  |                            |                    |
| Distribute                             |                            |                    |
| Business Association meeting           |                            |                    |
| Attend                                 |                            |                    |
| Distribute literature                  |                            |                    |
| Web Site Update                        |                            |                    |
|  | Disbursement 7             | \$14,975.00        |
|  | <b>Total Disbursements</b> | <b>\$90,000.00</b> |