

Sacramento County Office of Education

Agreement for Services to El Dorado County Probation Clients and California Department of Corrections and Rehabilitation Clients through a SCOE Reentry Partnership in El Dorado County

AGREEMENT FOR SERVICES #8446

THIS AGREEMENT, 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" or "Probation"), and the Sacramento County Office of Education, whose principal place of business is 10474 Mather Boulevard, Mather CA 95655 (hereinafter referred to as "Contractor" or "SCOE") (collectively referred to as "Parties").

RECITALS

WHEREAS, the 2011 Public Safety Realignment encompassed in AB109 redefines many felonies and shifts responsibilities to local jurisdictions for the housing and rehabilitation of many offenders in an effort to permanently remove offenders from California prisons who represent the least danger to their community and who have the highest capacity for reform and rehabilitation;

WHEREAS, the El Dorado County Probation Department (Probation) and Contractor are taking a proactive role in utilizing evidence-based practices and cost-effective strategies to provide rehabilitative services to justice involved individuals;

WHEREAS, the parties have determined it is mutually beneficial to collaborate in performing services to adult-reentry clients in El Dorado County, including those on probation (served by County) and parole (served by Contractor);

WHEREAS, Probation agrees to collaborate with SCOE to provide services to eligible adult clients of the El Dorado County Probation Department affiliated with AB109 and clients referred to SCOE through adult re-entry programs;

WHEREAS, Probation agrees to provide accessibility and linkage to clients of SCOE re-entry programs meeting eligibility criteria predetermined by SCOE in collaboration with California Department of Corrections;

WHEREAS, SCOE agrees to provide accessibility and linkage to clients of the County of El Dorado Probation Department affiliated with AB109 meeting eligibility criteria predetermined by the County;

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

WHEREAS, County has determined that the provision of such services provided by Contractor is with or among any other governmental entity or agency, in accordance with El Dorado County Ordinance Code, Chapter 3.13.030, Section E;

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

ARTICLE I – Scope of Services

A. Mutual Covenants and Obligations: Probation agrees to collaborate with SCOE to provide classes and other support services to eligible California Department of Corrections and Rehabilitation (CDCR) parolees referred by SCOE to Probation (herein “CDCR clients”), and SCOE will provide services to an equal number of eligible Probation clients referred by Probation to SCOE.

1. SCOE and Probation reserve the right to remove and/or dismiss any program participant due to behavior, safety concerns, or other extenuating circumstances without prior written notice. Both parties shall notify the other and/or local law enforcement of any incident or behavior that may immediately jeopardize public safety.
2. SCOE-CDCR client information will be kept in the CDCR ARMS Database. SCOE shall provide Probation relevant data according to the agreed-upon scope of work. Probation client information will be kept in Probation’s Nexus Treatment Provider Portal (Nexus).
3. The employees of each party shall remain under the supervision of the employing party, even when providing services to the other party’s clients. To the extent a party has concerns regarding the other party’s employees, such concerns should be brought to the attention of the following designated person:
 - a. SCOE’s director of Reentry Programs.
 - b. Probation Deputy Chief Probation Officer
4. Each party shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers’ compensation coverage, and other benefits of any kind, as required by law, for its employees.
5. Probation will work with SCOE if it has concerns regarding the participation of particular CDCR clients in the Program, and SCOE will notify Probation if it has concerns regarding the participation of particular Probation clients. Any out-of-county referral will be admitted to the program at the mutual agreement of SCOE and Probation.

B. Probation will:

1. Furnish SCOE with facilities to provide services. Facilities shall include providing, installing, and maintaining computer, workstation, printers, bathrooms, parking, custodial services, and utilities (electrical, garbage, water, telephone, network access, and internet access with appropriate content filtering), photocopying services, and technology support as necessary for Contractor employees and clients.
2. Services shall be provided at the Community Corrections Center located at the County of El Dorado Probation Department, 3974 Durock Road, Suite 205, Shingle Springs, CA 95682, or at locations otherwise mutually agreed upon in advance by the County and Contractor.

Provide Reentry Program classes and services to up to 35 CDCR clients at Probation’s facilities based upon participant needs. Classes and services will include, but not be limited to:

- a. Transportation assistance (bus passes).
- b. 52 Week Batterers Treatment. The 52-Week Batterer’s Treatment Program provided by El Dorado County Probation must be a court-approved program pursuant to Penal Code Section 1203.097. Probation will ensure its facilitators meet the requirements of Penal Code Section 1203.098 including completing 40 hours in basic core training and trainee requirements. The facilitator must complete 16 hours of continued education annually in domestic violence or a related field, with at least 8 hours in domestic violence. Probation will administer the program in compliance with Penal Code Section 1203.097.

- c. Educational Services. El Dorado County Probation has executed an agreement with El Dorado County Office of Education (EDCOE) to provide a full range of adult education services using an independent study-type model, to meet individual educational requirements. Services include GED, HSD, and HISET Services are provided to participants in one-on-one settings or as-needed group sessions as agreed upon by all parties.
 - d. Vocational Training. Probation shall provide vocational training programs for CDCR participants. Vocational services will be provided in El Dorado County. Service referrals will be informed by case planning in coordination with SCOE Reentry Programs. In providing such training, El Dorado County shall:
 - (1) Provide all tools, equipment and instructional supplies in good working condition.
 - (2) Comply with all safety procedures, rules, law and regulations including OSHA, and the current California Department of Industrial Relations, Division of Industrial Safety orders. Provide general safety instruction to clients, including instruction in the safe operation of equipment and the safe handling of supplies and materials.
 - (3) Provide qualified and appropriately credentialed instructors and substitutes.
 - (4) Ensure a drug-free training environment.
 - (5) Provide both classroom and hands on training to prepare individuals for entry into the various vocational trades.
 - e. Healthy Snacks. At a minimum, Probation shall provide wholesome refreshments and snacks for participants during the course of the day. Snacks may include but are not limited to, fresh fruits and vegetables, oatmeal, or warm cereal.
 - f. Moral Reconciliation Therapy. Probation shall provide instruction in the Moral Reconciliation Therapy (MRT) curriculum. Probation shall ensure that its facilitators possess the appropriate training and certification to deliver the MRT model with fidelity.
3. SCOE must pre-authorize and approve billable services provided by Probation to CDCR clients. The written pre-authorization must include at a minimum; the service(s) provided, the term, capacity, billing rates including percentages paid by SCOE. Any such approval must be in writing with both SCOE and Probation signatures prior to commencement of services.
 4. Probation will not initiate or provide any new programs or services for CDCR clients prior to obtaining written approval from SCOE. The Parties will come to a mutual agreement on the cost of any additional programs or services for CDCR clients prior to Probation offering them.

C. SCOE will:

1. Provide classes to up to 35 Probation clients in the following subject areas: anger management, life skills, and cognitive behavioral therapy (CBT) programs that address the factors that cause or contribute to criminal behavior.
2. If an assigned staff member is absent, Contractor will attempt to continue client services through a substitute, subcontractor, and/or video conferencing. In the event that services cannot be provided and the program closes for a day or part of a day, SCOE will reschedule program services based on client needs and schedules as determined in conjunction with Probation.

ARTICLE II

Term: The term of this Agreement shall be from the date of its execution through June 30, 2027, with two (2) one-year renewal options, unless terminated early pursuant to Article XI. Upon

expiration of the initial term, the Agreement will automatically renew for successive one-year terms unless one party notifies the other party in writing of cancelation of the Agreement at least thirty (30) days prior to the expiration of the then-operative term.

This Agreement assumes Contractor’s ability to hire qualified staff to perform the services hereunder and staff availability. No services will be provided pursuant to this Agreement until qualified staff have been hired. Termination due to insufficient staffing will comply with the notice provisions of Article XI.

ARTICLE III

Compensation for Services:

A. SCOE Classes and Use of Probation Facilities. As set forth below, SCOE will provide classes as outlined to CDCR and Probation clients . County will provide in-kind contributions of equal value including facilities for services to Probation and CDCR clients, healthy snacks, and Probation staff to assist in facilitating wrap-around services to CDCR clients. Below totals are per each 12-month, fiscal-year period of the Agreement.* In-kind contributions as provided by each party will be calculated based upon staff salary and benefit costs, and the costs of facilities, equipment and supplies.

Matching Funds / In-Kind	SCOE	EL DORADO PROBATION
SCOE Classes, including:	\$83,744	
Anger Management		
Life Skills		
Cognitive Behavioral Therapy (CBT)		
SCOE Staff		
Probation Staff		\$51,000
Facilities (including supplies and healthy snacks)		\$32,744
Total:	\$83,744	\$83,744

B. Probation Reentry Program Services. SCOE will reimburse Probation for services provided by Probation to up to 35 CDCR clients up to the amounts set forth below (totals are per each 12-month fiscal-year period for up to 35 clients):*

52 Week Batterers	\$ 5,200
Academic Services (GED/HiSet)	\$ 4,000
Vocational Training	\$ 5,000
Transportation	\$ 4,300 (based on individual client use)

Probation shall submit monthly invoices to SCOE for the previous month’s expenses related to CDCR clients on or before the fifth day of each month. All invoices must have supporting documentation verifying the participant’s name, CDCR number, facility name, type of service provided, rates, and units of services. Probation’s total monthly payment request for services to CDCR clients on a cost reimbursement basis shall be reported on the following forms:

1. Monthly invoice for contract expenditures, as previously agreed upon
2. Daily bus token/pass/transportation log

*Amounts pro-rated over a 12-month period.

ARTICLE IV

Maximum Obligation: The maximum obligation for services and deliverables provided each party per fiscal year under this Agreement for SCOE Classes and Use of Probation Facilities as set forth in Article III, Compensation for Services, Subsection A, SCOE Classes and Use of Probation Facilities, shall not exceed \$83,744, inclusive of all costs, taxes, and expenses.

ARTICLE IV

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 V

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 understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE VI

Confidentiality: Both parties shall maintain the confidential and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Parties, and all of their respective staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Probation Department or CDCR for the purpose of, and in the performance of, this Agreement, except as otherwise required by law. The parties may be exposed to confidential client information in providing services under this Agreement and agree to abide by applicable confidentiality laws, including the Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR, Part 2); the Health Insurance Portability and Accountability Act (HIPAA) and its implementing regulations (42 U.S.C. § 1320d, et seq., 45 CFR, Parts 142, 160, 162, and 164); and federal and state laws regarding the confidentiality of criminal justice records (including, but not limited to, California Penal Code §§ 11105 et seq. and 13300 et seq.). The parties will maintain security measures to protect the confidentiality of such data. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE VII

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. County must obtain written permission from Contractor prior to subcontracting any service and is responsible for ensuring that its subcontractors comply with all provisions herein.

ARTICLE VIII

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. 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 the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

Each party may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services as appropriate, but the Parties will not control or direct the manner, means, methods, or sequence in which the other Party performs the work or services for accomplishing the results.

The Parties, including any subcontractor or employees of each, shall not receive, nor be eligible for, any benefits the other Party provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. The Parties shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments from the other Party. Both Parties are not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes the other Party. Neither Party shall not be subject to the work schedules or vacation periods that apply to the other Party's employees.

Each party shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that the respective Party provides for its employees.

Each party acknowledges that it has no authority to bind the other Party or incur any obligations on behalf of the other Party with regard to any matter and shall not make any agreements or representations on the other Party's behalf.

Nothing in this Agreement creates a contractual relationship between County and the State, who is not a party to this Agreement.

ARTICLE IX

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, 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 County, this Agreement may be deemed to be canceled in its entirety, subject to payment for services performed prior to cancellation.

ARTICLE X

Audit by California State Auditor: Contractor acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, both Parties shall maintain, for a period of at least five (5) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XI

Default, Termination, and Cancellation:

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable Agreement provision.
 2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. 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 in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

Upon demand, SCOE shall pay County sums due to County under this Agreement for services and programming rendered prior to termination.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
2. A representation or warranty made by a Party in this Agreement proves to have been false or misleading in any respect.

3. Either Party fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless the other Party agrees, in writing, to an extension of the time to perform before that time period expires.
 4. A violation of ARTICLE XVII, Conflict of Interest.
- B. Bankruptcy: Either Party may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of the other Party.
 - C. Ceasing Performance: Either Party may terminate this Agreement immediately in the event the other Party 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: Either Party may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, the Parties will pay for satisfactory services and programming rendered before the effective date of termination, as applicable, as set forth in the Notice of Termination, and for any other services that the Parties agree, in writing, to be necessary for contract resolution. In no event, however, shall either Party be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, the receiving Party 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.

ARTICLE XII

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:

To County:

With a copy to:

County of El Dorado
 Probation Department
 3974 Durock Rd, Suite 205
 Shingle Springs CA 95682

County of El Dorado
 Chief Administrative Office
 330 Fair Lane
 Placerville CA 95667

Attn: Michael Boyd
 Deputy Chief Probation Officer

Attn: Michele Weimer
 Procurement and Contracts Manager

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Sacramento County Office of Education
 PO Box 269003
 Sacramento, CA 95826

Attn: Nicholas Schweizer
 Associate Superintendent of Business Services

or to such other location as Contractor directs.

ARTICLE XIII

Change of Address: In the event of a change in address for either Party's principal place of business, a Party's Agent for Service of Process, or Notices to the Party, it shall notify the other Party in writing as provided in ARTICLE XIII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator or SCOE's Associate Superintendent of Business Services, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XIV

Indemnification and Hold Harmless/Insurance:

SCOE agrees to indemnify, defend, and hold harmless the County of El Dorado officers, agents, and employees against all liability, loss and costs arising from actions, suits, claims, or demands attributable solely and exclusively to acts or omissions of SCOE, and SCOE's officers, agents and employees, in performance of this Agreement.

The County of El Dorado agrees to indemnify, defend, and hold harmless SCOE and its officers, agents, board members, and employees against all liability, loss and costs arising from actions, suits, claims, or demands attributable solely and exclusively to acts or omissions of the County of El Dorado officers, agents and employees, in performance of this Agreement.

Notwithstanding the above indemnification, in the event that both SCOE and County are held to be negligently or willfully responsible, each Party will bear their proportionate share of liability as determined in any such proceeding. In such cases, each Party will bear their own costs and attorney's fees.

The Parties agree to purchase and/or maintain through the duration of this Agreement insurance or liability coverage (such as liability coverage provided by a joint powers agency) ensuring their ability to meet their respective defense and indemnity obligations set forth above. Such insurance or liability coverage shall have a limit of liability of no less than \$2,000,000.00 per claim/occurrence, and \$4,000,000.00 in the aggregate. The insurance or coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this Agreement, commercial general liability, premises liability, automobile liability (owned, non-owned, and hired), professional liability/errors and omissions, employer's liability, product liability, completed operations, and/or educator's legal liability coverages. To the full extent of the Parties' respective indemnity obligations, but only up to the agreed limit of liability set forth above, the Parties' insurance or liability coverage agreements shall also be endorsed to extend "additional insured" or "additional covered party" status to all proposed indemnitees, with such coverage to be provided on a "primary" basis. With respect to such coverage(s), each Party shall provide evidence of such coverage by way of a Certificate of Insurance or Certificate of Coverage.

ARTICLE XV

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, “cause that is beyond its control” includes, but is not limited to, labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XVI

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XVII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County’s Conflict of Interest Code. County’s Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County’s Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in Article XI, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit A, marked “California Levine Act Statement,” incorporated herein

and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

ARTICLE XVIII

Nondiscrimination:

- A. Both Parties shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Each Party and its employees and representatives shall not unlawfully discriminate against any employee, applicant for employment, or recipient of services contemplated to be provided or provided under this Agreement because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition (including HIV and AIDS), genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Each Party and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, each Party shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Each Party's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and Title 2, California Code of Regulations, Section 11102.

ARTICLE XIX

California Residency (Form 590): If Contractor is a California resident, Contractor must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Contractor will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Contractor during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XX

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXI

Business License: County's Business License Ordinance provides that 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 Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXII

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXIII

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado or Sacramento County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXIV

Administrator: The County Officer or employee with responsibility for administering this Agreement is Michael Boyd, Deputy Chief Probation Officer, Probation Department, or successor.

ARTICLE XXV

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 XXVI

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

ARTICLE XXVII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE XXVIII

To the extent authorized under state or federal law, during the performance of this Agreement, if there is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting parolee rights, the parties will immediately notify CDCR of the incident(s); cause an investigation to be conducted; provide CDCR with all relevant information, in accordance with applicable state and federal law, pertaining to the incident(s); and participate in any investigation conducted by CDCR or its agent(s), including investigation of facilities, staff and personnel records to the extent legally authorized under state or federal law.

ARTICLE XXIX

Electronic Signatures: Each party agrees that the signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXX

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXI

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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____
Board of Supervisors
"County"

Dated: _____

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

Sacramento County Office of Education
A Political Subdivision of the State of California

By: _____
Nicolas Schweizer
Associate Superintendent of Business Services
"SCOE"

Dated: _____

Sacramento County Office of Education

Exhibit A

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than five hundred dollars (\$500) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$500 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

 YES NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$500 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

 YES NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

Date

Signature of authorized individual

Type or write name of company

Type or write name of authorized individual