

AGREEMENT FOR SERVICES #135-114-P-E2011
Domestic Violence Services – Womenspace Unlimited, South Lake Tahoe Women’s Center

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) and Womenspace Unlimited, South Lake Tahoe Women’s Center, a California non-profit public benefit corporation qualified as a tax exempt organization under Title 26 Code of Federal Regulations Section 1.501 (c) (3) commonly referred to as Section 501 (c) (3) of the Internal Revenue Code of 1986, whose principal place of business is 2941 Lake Tahoe Blvd., Suite A, South Lake Tahoe, CA 96150 (hereinafter referred to as CONTRACTOR);

RECITALS

WHEREAS, COUNTY has determined that it is necessary to obtain a contractor to provide domestic violence services; and

WHEREAS, COUNTY issued a Request for Qualification (RFQ) #11-918-055 on May 17, 2011; and

WHEREAS, CONTRACTOR, in response to the RFQ, 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 provision of these services provided by CONTRACTOR is 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 County of El Dorado Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, COUNTY and CONTRACTOR mutually agree as follows:

Article I. SCOPE OF SERVICES

Section 1.01 CONTRACTOR shall provide services to victims of domestic violence as defined in § 6211 of the California Family Code as specifically described in Exhibit A, attached hereto and incorporated by reference herein, and per the following California Welfare & Institutions Code provisions:

- (a) § 18294 – Program Design / Services to Victims
 - (i) “Such programs shall be designed to provide the following basic services to victims of domestic violence and their children:
 - 1) Shelter on a twenty-four (24) hours a day, seven (7) days a week basis.
 - 2) A twenty-four (24) hours a day, seven (7) days a week telephone hotline for crisis calls.
 - 3) Temporary housing and food facilities.
 - 4) Psychological support and peer counseling provided in accordance with Section 1037.1 of the Evidence Code.
 - 5) Referrals to existing services in the community.
 - 6) A drop-in center that operates during normal business hours to assist victims of domestic violence who have a need for support services.
 - 7) Arrangements for school age children to continue their education during their stay at the domestic violence shelter-based center.
 - 8) Emergency transportation as feasible.”

- (b) § 18295 - Additional Services
 - (i) “In addition to the services required in § 18294, to the extent possible, and in conjunction with already existing community services, the centers shall provide a method of obtaining the following services for the victims of domestic violence:
 - 1) Medical care.
 - 2) Legal assistance.
 - 3) Psychological support and counseling.
 - 4) Information regarding other available social services,” including re-education, marriage and family counseling, job counseling and training programs, housing referrals and other social services.

- (c) § 18296 – Cooperation With Other Agencies / Advocacy Capacity

“The staff of the domestic violence shelter-based program shall work with social service agencies, schools, and law enforcement agencies in an advocacy capacity for those served by the domestic violence shelter-based programs.”

- (d) § 18297 – Community Support and Acceptance / Volunteers

“The staff of each domestic violence shelter-based program shall attempt to achieve community support and acceptance of the program by advocating the program to community representatives and groups within the community. Volunteers shall be trained and used to maximum capacity in the delivery of services. Staff and volunteers shall meet the training requirements set forth in Section 1037.1 of the Evidence Code.”

- (e) Evidence Code § 1037.1
“1037.1. (a) (1) As used in this article, "domestic violence counselor" means a person who is employed by a domestic violence victim service organization, as defined in this article, whether financially compensated or not, for the purpose of rendering advice or assistance to victims of domestic violence and who has at least 40 hours of training as specified in paragraph (2).
(2) The 40 hours of training shall be supervised by an individual who qualifies as a counselor under paragraph (1), and who has at least one year of experience counseling domestic violence victims for the domestic violence victim service organization. The training shall include, but need not be limited to, the following areas: history of domestic violence, civil and criminal law as it relates to domestic violence, the domestic violence victim-counselor privilege and other laws that protect the confidentiality of victim records and information, societal attitudes towards domestic violence, peer counseling techniques, housing, public assistance and other financial resources available to meet the financial needs of domestic violence victims, and referral services available to domestic violence victims.”
- (f) § 18298 – Bilingual Personnel / Battered Spouses as Staff Members
“Inasmuch as domestic violence shelter-based programs are to serve a variety of cultural backgrounds, to the extent feasible, a portion of the domestic violence shelter-based program’s personnel shall be bilingual. An effort shall be made to recruit formerly battered persons as staff members.”

CONTRACTOR shall, to the extent possible, provide services pursuant to this Agreement in a culturally competent manner by recruiting, hiring and maintaining trained, experienced staff that can provide competent services to the diverse population served under this Agreement.

Article II. TERM

This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of July 1, 2011 to June 30, 2014, unless earlier terminated pursuant to the provisions under Article X or Article XI herein.

Article III. COMPENSATION FOR SERVICES

Section 3.01 Funding for this Agreement is derived from various sources and deposited in the COUNTY’S “domestic violence shelter-based programs special fund” (DV Fund). Examples of these deposits include, but may not be limited to:

- Marriage license fees, pursuant to California Welfare & Institutions Code (W&I Code) §18305;

- Payments received from persons granted probation for crimes against domestic violence victims, as defined by Family Code § 6211, pursuant to California Penal Code § 1203.097 (a) (5).

Section 3.02 CONTRACTOR acknowledges that the funds collected and deposited in the DV Special Revenue Fund in the current Fiscal Year, plus any interest accrued, minus the allowable administrative fees pursuant to W&I Code § 18305 (b), shall be disbursed equally between all Domestic Violence Programs approved by the COUNTY.

Section 3.03 The not-to-exceed amount for each fiscal year of this agreement is \$65,000; however, at no time shall COUNTY be obligated to provide payment to CONTRACTOR that exceeds the amount of funds available in the DV Special Revenue Fund designated for CONTRACTOR.

Section 3.04 For services provided pursuant to this Agreement, COUNTY agrees to process monthly payment to CONTRACTOR within forty-five (45) days following receipt and approval of monthly report utilizing Exhibit A, according to the specifications outlined herein in Section 4.15(a). CONTRACTOR warrants that the information provided in and with the report is true and correct and that the information conforms to the requirements of Welfare and Institutions Code § 18300.

Section 3.05 Reports / Remittance shall be addressed as indicated in the table below or to such other location as COUNTY or CONTRACTOR may direct per Article XII – Notice to Parties.

Mail reports to:	Mail remittance to:
Health & Human Services - Finance Unit 929 Spring Street Placerville, CA 95667	Womenspace Unlimited, South Lake Tahoe Women's Center 2941 Lake Tahoe Blvd., Suite A South Lake Tahoe, CA 96150

Article IV. SPECIAL PROVISIONS

Section 4.01 Clients Rights

CONTRACTOR shall establish written procedures for informing clients of their rights including the right to file a complaint alleging discrimination, violation of civil rights, or other inappropriate treatment.

Section 4.02 Code Of Conduct

CONTRACTOR shall establish a written Code of Conduct for employees, volunteers, interns and the Board of Directors which shall include but not be limited to, standards related to the use of drugs and/or alcohol; staff relationships with clients/residents; prohibition of sexual conduct with clients/residents; and conflict of interest. Prior to providing any services pursuant to this

Agreement, all employees, volunteers and interns shall agree, in writing, to maintain the standards set forth in the Code of Conduct. A copy of the Code of Conduct shall be provided to each client and shall be posted in writing in a prominent place in CONTRACTOR's service facility (ies).

Section 4.03 Confidentiality

- (a) CONTRACTOR shall conform to and monitor compliance with all State and Federal statutes and regulations regarding confidentiality of domestic violence counselors, including the confidentiality of information provisions in California Evidence Code §1037.1-1037.7.
- (b) CONTRACTOR shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law.
- (c) Prior to providing any services pursuant to this Agreement, all employees, subcontractors, and volunteer staff or interns of CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services.

Section 4.04 Drug-Free Workplace

- (a) CONTRACTOR shall comply with the requirements of the Drug-Free Work Place Act of 1990 (Government Code §8350 et seq.) and will provide a drug-free work place by taking the following actions:
 - (i) Publish a statement notifying all employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's work place and specifying the actions that will be taken against employees for violations of the prohibitions as required by the Government Code, §8355(a).
 - (b) Establish a drug-free awareness program as required by the Government Code, §8355(b) to inform all employees about all of the following:
 - (i) The dangers of drug abuse in the work place;
 - (ii) The person's or organization's policy of maintaining a drug-free work place;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations.
 - (c) Provide, as required by the Government Code, §8355(c), that every employee engaged in the performance of the contract:
 - (i) Be given a copy of the CONTRACTOR's drug-free policy statement; and
 - (ii) As a condition of employment, agree to abide by the terms of the statement.

- (d) Failure to comply with these requirements for a drug-free work place may result in suspension of payments under the Agreement or termination of the Agreement or both, in the sole discretion of the COUNTY, including but not limited to, personally identifying information.
- (e) Personally identifying information shall be defined in accordance with California Civil Code 1798.79.8:
 - (i) "Person or entity" means any individual, corporation, partnership, joint venture, or any business entity, or any state or local agency.
 - (ii) "Personally identifying information" means:
 - 1) First and last name or last name only.
 - 2) Home or other physical address, including but not limited to, a street name or ZIP code, other than an address obtained pursuant to the California Safe At Home program or a business mailing address for the victim service provider.
 - 3) Electronic mail address or other online contact information, such as an instant messaging user identifier or a screen name that reveals an individual's electronic mail address.
 - 4) Telephone number, other than a business telephone number for the victim service provider.
 - 5) Social security number.
 - 6) Date of birth, with the exception of the year of birth.
 - 7) Internet protocol addresses or host name that identifies an individual.
 - 8) Any other information, including, but not limited to, the first and last names of children and relatives, racial or ethnic background, or religious affiliation, that, in combination with any other nonpersonally identifying information, would serve to identify any individual.
 - (iii) "Victim service provider" means a nongovernmental organization or entity that provides shelter, programs, or services at low cost, no cost, or on a sliding scale to victims of domestic violence, dating violence, sexual assault, or stalking, or their children, either directly or through other contractual arrangements, including rape crisis centers, domestic violence shelters, domestic violence transitional housing programs, and other programs with the primary mission to provide services to victims of domestic violence, dating violence, sexual assault, or stalking, or their children, whether or not that program exists in an agency that provides additional services.

Section 4.05 Facilities, Payments and Services

COUNTY shall compensate CONTRACTOR, and CONTRACTOR agrees to provide the services, staffing, facilities, and any equipment and supplies, and reports in accordance with this Agreement. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff which meet applicable State, Federal and COUNTY requirements, and which are necessary for the provision of services hereunder.

Section 4.06 Inspections & Audits

- (a) CONTRACTOR's facility, office (or such parts thereof as may be engaged in the performance of this Agreement) and its records shall be subject at all reasonable times to inspection and audit reproduction by COUNTY.
- (b) CONTRACTOR shall actively participate and cooperate with COUNTY in any evaluation or monitoring of services provided pursuant to this Agreement, and shall provide adequate office space to conduct such evaluation or monitoring.
- (c) Per Welfare and Institutions Code §18299, CONTRACTOR shall maintain annual fiscal reports in a form to be prescribed by the COUNTY Auditor-Controller.
- (d) CONTRACTOR shall maintain client records, books, documents, records and other evidence, accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses, all of which will be deemed to constitute "records" for purposes of this section. Such records shall clearly reflect the cost and scope of the services provided to each client.
- (e) Within fourteen (14) days after final audit is approved by Agency's Board of Directors, CONTRACTOR shall forward to Contract Administrator a copy of any audit report. Such audit shall include, but not be limited to, management, financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not the cost of such operation or audit is reimbursed in whole or in part through this Agreement.
- (f) Following any audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Agreement or serious deficiencies in CONTRACTOR's internal control structure, COUNTY may terminate this Agreement as provided for in Article XI or direct CONTRACTOR to immediately implement appropriate corrective action. A plan of corrective action shall be submitted to Contract Administrator in writing within fifteen (15) days after receiving notice from COUNTY.
- (g) CONTRACTOR will have sixty (60) days to implement a corrective action plan and to submit to COUNTY a written report of corrective action taken. Failure to implement said corrective action plan shall be cause for termination of this Agreement.

Section 4.07 Licenses & Laws

- (a) CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws or regulations of the United States, the State of California, COUNTY or other applicable governmental agencies. CONTRACTOR shall notify Contract Administrator immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of the appeal, such permits, licenses, approvals, certificates, waivers and

exemptions. Said inability shall be cause for termination of this Agreement, in the sole discretion of the COUNTY.

- (b) CONTRACTOR shall comply with all applicable governmental laws, regulations and requirements regarding domestic violence as they exist now or may be hereafter amended or changed. These laws, regulations, and requirements shall include, but not be limited to, the following:
 - (i) Welfare and Institutions Code, Chapter 5 of Part 6 of Division 9, §18290 et seq.
 - (ii) Title 9, California Administrative Code §622-630
 - (iii) California Evidence Code §1037.1-1037.7

Section 4.08 Literature

Any new literature, including educational and promotional materials, distributed by CONTRACTOR for purposes directly related to this Agreement shall indicate that CONTRACTOR's services are supported by County, State and Federal funds, as appropriate.

Section 4.09 No Unlawful Use Messages

CONTRACTOR agrees that information produced through these funds, and which pertains to drug- and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program pursuant to Health and Safety Code Section 11999. By signing this Agreement, CONTRACTOR agrees that it will enforce these requirements.

Section 4.10 Nondiscrimination in Employment

- (a) CONTRACTOR certifies compliance with California Government Code, Section 12990 and California Code of Regulations, Title II, Division 4, Chapter 5, in matters related to the development, implementation and maintenance of a nondiscrimination program. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- (b) CONTRACTOR will ensure that qualified applicants have equal opportunity for employment, and that qualified employees have equal opportunity during employment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, career development opportunities, and selection for training, including apprenticeship.
- (c) CONTRACTOR agrees to post, in conspicuous places, notices available to all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act [42 USC 2000(e)] in conformance with Federal Executive Order No. 11246.

CONTRACTOR agrees to comply with the provisions of the Rehabilitation Act of 1973 (29 USC 794).

- (d) CONTRACTOR shall only employ individuals as substance abuse counselors who meet all applicable State requirements pertaining to certification and/or licensure, and who are qualified and competent to perform the tasks assigned to them. CONTRACTOR shall regularly evaluate the performance of its entire treatment staff and implement immediate corrective action if any performance problems are identified. The COUNTY may request in writing that the CONTRACTOR investigate incidents of suspected poor performance by CONTRACTOR treatment staff, and the CONTRACTOR shall do so within the timeframes and under the terms contained in the COUNTY's written request.
- (e) CONTRACTOR shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (f) In the event of non-compliance with Section 4.11(a) or Section 4.11(b) or as otherwise provided by State and Federal law, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further contracts involving State or Federal funds.

Section 4.11 Nondiscrimination in Services, Benefits and Facilities

- (a) CONTRACTOR certifies under the laws of the State of California that the CONTRACTOR shall not unlawfully discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental disability. CONTRACTOR shall make its program accessible to persons with disabilities. CONTRACTOR shall operate in accordance with State and Federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)]; Age Discrimination Act of 1975 (42 USC 6101); Rehabilitation Act of 1973 (29 USC 794); Education Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990 (42 USC 12132); Title 45, Code of Federal Regulations, Part 84; provisions of the Fair Employment and Housing Act (Government Code Section 129000 et seq.); and regulations promulgated thereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division 2, Article 9.5 of the California Government Code, commencing with Section 11135; and Title 9, Division 4, Chapter 6 of the California Code of Regulations, commencing with Section 10800.
- (b) For the purpose of this Agreement, discrimination on the basis of race, color, creed, national origin, sex, age, or physical or mental disability includes, but is not limited to, the following: unlawfully denying a participant any service or access to service, or providing a benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any matter related to the receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating a

participant differently from others in determining whether the participant satisfied any admission, enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or benefit.

- (c) Complaint Process – CONTRACTOR shall furnish all clients with written notice of their right to file complaints alleging discrimination in the delivery of services. This notice shall inform clients that:
 - (i) Complaints may be filed with the Contract Administrator or the U.S. Department of Health and Human Services, Office of Civil Rights.
 - (ii) In those cases where the client’s complaint is filed initially with the Office of Civil Rights (Office), the Office may proceed to investigate the complaint, or the Office may request that the Contract Administrator conduct the investigation.
 - (iii) Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged discrimination and, if not satisfied with the decision, may file an appeal with the Office.

- (d) Accessibility – If the CONTRACTOR employs more than 15 staff members, it must:
 - (i) Maintain an internal complaint resolution procedure that includes due process standards and provides for the prompt and equitable resolution of complaints alleging any action or omission that transgresses Federal or State accessibility laws or regulations.
 - (ii) Designate at least one employee as the person responsible for: 1) implementing an internal accessibility program to ensure persons with disabilities have access to the CONTRACTOR’s facility; and 2) receiving and resolving complaints that allege violation of Federal or State accessibility laws or regulations.

- (e) Retaliation – Neither CONTRACTOR, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by Federal or State laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by Federal or State law.

Section 4.12 Notification of Death

CONTRACTOR must notify Contract Administrator within forty-eight (48) hours of becoming aware of the death of any person served hereunder.

Section 4.13 Record Retention

- (a) CONTRACTOR shall preserve and make available its records for a period of five (5) years from the date of final payment under this Agreement, and for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by either of the following:
 - (i) If this Agreement is terminated or partially terminated, all of the records relating to work terminated shall: a) be preserved and made available for a period of five (5) years from the date of termination; or b) at the sole option of the COUNTY, immediately become the property of the COUNTY and shall be delivered by CONTRACTOR to the COUNTY.
 - (ii) If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.
- (b) In addition to those records described above, CONTRACTOR shall keep all statistical data and records required by the Contract Administrator on forms and electronic media approved by COUNTY and provided by the Contract Administrator. These records shall be available for inspection as required by the Contract Administrator.
- (c) CONTRACTOR shall include in all subcontracts entered into with third parties in order to facilitate the providing of the Services hereunder, the following clause:

"(Name of vendor or subcontractor) agrees to maintain and preserve, until five (5) years after termination of CONTRACTOR'S agreement with the County of El Dorado, pertinent books, documents, papers and records of (name of vendor or subcontractor) related to this (purchase order or subcontract) and to permit the County to have access to, to examine and to audit any of such pertinent records."

Section 4.14 References to Laws and Rules

All references contained in this Agreement and in written instructions or communications of the COUNTY Contract Administrator to the California Administrative Code, Welfare and Institutions Code, Health & Safety Code, Penal Code, Family Code, and to other laws, regulations, and policies as they exist at the time, and thereafter as such laws, regulations, and policies may from time to time be changed by appropriate authority during the term of this Agreement, are agreed to be binding on both parties of this Agreement.

Section 4.15 Reports

- (a) CONTRACTOR shall submit to COUNTY monthly, a copy of Exhibit A attached hereto and incorporated by reference herein, reflecting the services provided for the time period of the service month.
- (b) CONTRACTOR shall submit an annual report to Contract Administrator no later than the tenth (10th) day after the twelfth (12th) month of the fiscal year. Such report shall include, but not be limited to the total number of persons requesting services of the CONTRACTOR, the number of persons served by the CONTRACTOR by each type of service provided, and a description of the social and economic characteristics of persons receiving services by type of service provided, as specified in Exhibit A, attached hereto, pursuant to W&I Code § 18300.
- (c) CONTRACTOR shall make additional reports as required by Contract Administrator concerning CONTRACTOR's activities as they affect the services hereunder. Contract Administrator will be specific as to the nature of the information requested and allow thirty (30) days for CONTRACTOR to respond.

Section 4.16 Smoking Prohibitions

CONTRACTOR shall comply with Public Law 103-227, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owned, leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services that are provided in private residences; portions of facilities used for inpatient hospital drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed.

Section 4.17 Third Party Beneficiary

Neither party hereto intends that this Agreement shall create rights hereunder in third parties including but not limited to any subcontractors or any clients provided services hereunder.

Section 4.18 Waiver of Default or Breach

Waiver of any default by CONTRACTOR shall not be considered a waiver of any subsequent default. Waiver of any breach by CONTRACTOR of any provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver of any default or any breach by CONTRACTOR shall not be considered a modification of the terms of this Agreement.

Section 4.19 Notification of Privacy or Security Breach of Unauthorized or Unlawful Access, Use or Disclosure

During the term of this Agreement, CONTRACTOR shall notify the COUNTY immediately upon discovery of any breach of PII and/or data, where the information and/or data is reasonably believed to have been inappropriately or unlawfully accessed, used, or disclosed by unauthorized person. Immediate notification shall be made to the COUNTY Privacy Officer at (530) 621-5572. CONTRACTOR shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized access, use, or disclosure required by applicable Federal and State laws and regulations. CONTRACTOR shall investigate such breach and provide a written report of the investigation to the COUNTY Privacy Officer, postmarked within thirty (30) working days of the discovery of the breach.

Article V. ATTESTATION STATEMENT

By signing this agreement, CONTRACTOR attests neither CONTRACTOR nor any of its employees has been excluded by any State or Federal government from participation in any governmental program.

Article VI. 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 VII. 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 VIII. 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. In the event COUNTY agrees in writing that CONTRACTOR may subcontract for services under this Agreement, CONTRACTOR shall require that all subcontractors comply with all terms and conditions of this Agreement, and all pertinent federal and State statutes and regulations.

Article IX. 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.

Article X. FISCAL CONSIDERATIONS

The parties to this Agreement recognize and acknowledge that COUNTY is a political subdivision of the State of California. As such, County of El Dorado 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 canceled in its entirety subject to payment for services performed prior to cancellation.

Article XI. DEFAULT, TERMINATION, AND CANCELLATION

Section 11.01 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. 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.

Section 11.02 Bankruptcy

This Agreement, at the option of the COUNTY, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of CONTRACTOR.

Section 11.03 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.

Section 11.04 Termination or Cancellation without Cause

COUNTY may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by COUNTY without cause. 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.

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 addressed as follows:

COUNTY OF EL DORADO
HEALTH & HUMAN SERVICES AGENCY
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: DANIEL NIELSON M.P.A., DIRECTOR

or to such other location as the COUNTY directs.

Notices to CONTRACTOR shall be addressed as follows:

WOMENSPACE UNLIMITED, SOUTH LAKE TAHOE WOMEN'S CENTER
2941 LAKE TAHOE BOULEVARD, SUITE A
SOUTH LAKE TAHOE, CA 96150
ATTN: LEANNE WAGONER, EXECUTIVE DIRECTOR

or to such other location as the CONTRACTOR directs.

Article XIII. INDEMNITY

CONTRACTOR shall defend, indemnify, and hold the COUNTY, its Officers, employees, agents, and representatives 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) of 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.

Article XIV. INSURANCE

Section 14.01 CONTRACTOR shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that CONTRACTOR maintains insurance that meets the following requirements:

- (a) Full Workers' Compensation and Employers' Liability Insurance covering all employees of CONTRACTOR as required by law in the State of California; and
- (b) Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage;
- (c) Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by the CONTRACTOR in the performance of the Agreement.

Section 14.02 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 per occurrence.

Section 14.03 CONTRACTOR shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.

Section 14.04 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.

Section 14.05 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 the 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.

Section 14.06 The certificate of insurance must include the following provisions listed under Section 14.06(a) and (b) (including an endorsement page for the "additional insured" language pursuant to Section 14.06(b)), stating that:

- (a) The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to COUNTY, and;
- (b) 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.

Section 14.07 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 excess of the CONTRACTOR's insurance and shall not contribute with it.

Section 14.08 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.

Section 14.09 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.

Section 14.10 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.

Section 14.11 CONTRACTOR's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

Section 14.12 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.

Section 14.13 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 the protection of the COUNTY.

Article XV. 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 XVI. 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 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 Section 87100 relating to conflict of interest of public officers and employees. CONTRACTOR attests that it has no current business or financial relationship with any COUNTY employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. COUNTY represents that it is unaware of any financial or economic interest of any public officer or employee of CONTRACTOR relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

Article XVIII. 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, certifying 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 XIX. 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 XX. 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 County of El Dorado without possessing a County business license unless exempt under County Code Section 5.08.070.

Article XXI. ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Shirley White, Alcohol and Drug Program Manager, or successor.

Article XXII. 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 XXIII. 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 XXIV. VENUE

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

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

--COUNTY OF EL DORADO--

By: _____
Raymond J. Nutting, Chair
Board of Supervisors
COUNTY

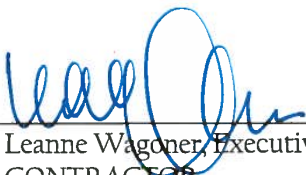
Dated: _____

*Attest: Suzanne Allen de Sanchez
Clerk of the Board of Supervisors*

Deputy Date: _____

-- CONTRACTOR --

WOMENSPACE UNLIMITED, SOUTH LAKE TAHOE WOMEN'S CENTER

By: 
Leanne Wagoner, Executive Director
CONTRACTOR

Dated: 12/5/11

By: _____
Corporate Secretary

Dated: _____