

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
OPPORTUNITIES INDUSTRIALIZATION CENTER WEST**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ ,  
20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called  
"County," and OPPORTUNITIES INDUSTRIALIZATION CENTER WEST,  
hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of administering the Jobs Now Program which provides job search workshops and a job search network center for Cal-WORKs participants referred by the Human Services Agency.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

**1. Exhibits and Attachments**

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A: Description of Services  
Exhibit B: Payment Schedule  
Exhibit C: Budget for FY 2005-06  
Attachment I: Section §504 Compliance  
Attachment J: Equal Benefits Ordinance Declaration

**2. Services to be performed by Contractor**

In consideration of the payments set forth herein and in Exhibit "B" and Exhibit "C," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the

quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **two hundred fifty thousand dollars, (\$250,000) for FY 2005-06. Funding for future fiscal years will be added in the form of an amendment to this Agreement.**

#### **4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2005 through June 30, 2008.

This Agreement may be terminated by Contractor, the Human Services Agency Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

#### **5. Availability of Funds**

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

#### **6. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

#### **7. Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this

Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**8. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

**9. Insurance**

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.
- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence

and shall be not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability . . . . . \$1,000,000  
    . . .
- (b) Motor Vehicle Liability Insurance . . . . . \$1,000,000  
    . . .
- (c) Professional Liability . . . . . \$1,000,000  
    . . .

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

**10. Compliance with laws; payment of Permits/Licenses**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

## **11. Non-Discrimination**

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
  - i) termination of this Agreement;
  - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
  - iii) liquidated damages of \$2,500 per violation;
  - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of

employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

**12. Retention of Records, Right to Monitor and Audit**

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

**13. Merger Clause**

This Agreement, including the Exhibits and Attachments attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

**14. Controlling Law**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

**15. Notices**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

**In the case of County, to:**

**Charlotte Brinsont-Brown**  
CalWORKs Manager  
County of San Mateo  
550 Quarry Road  
San Carlos, CA 94070

**In the case of Contractor, to:**

**Sharon Williams**  
Director  
OICW  
1200 O'Brien Avenue  
Menlo Park, CA 94025

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Jerry Hill, President  
Board of Supervisors

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

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

OPPORTUNITIES INDUSTRIALIZATION CENTER WEST

\_\_\_\_\_  
Contractor's Signature

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

**Description of Services  
Jobs Now  
Opportunities Industrialization Center West (OICW)  
July 1, 2005 through June 30, 2008**

**I. Program Goals and Performance Requirements**

Contractor will operate a job search network center for individuals referred by the County Human Services Agency (HSA). These individuals will primarily be East Palo Alto residents who have applied for or are receiving public assistance.

**Performance Measures**

**A. Services to HSA Referrals**

1. Contractor will offer services to one hundred percent (100%) of clients referred from HSA. Services may include assessment, workshops, orientation, case management, and employment plans.

**B. Enrollment**

1. Participants shall be enrolled on an open-entry basis.

**C. Placement**

1. The planned entered employment rate for this project is sixty percent (60%). Sixty percent of clients served will obtain employment. Entered employment rate shall be calculated as total number of entered employment terminations divided by total number of termination for the contract period.
2. A placement is defined as thirty-five (35) calendar days of continuous employment, i.e., the client is employed every day from the first (1<sup>st</sup>) day to the thirty-fifth (35<sup>th</sup>) day, although does not have to work each of those days. The placement must be one job for a minimum of thirty two (32) hours per week, or twenty (20 hours) part-time job and still on aid." Average targeted wage at placement for this project shall be at least \$10.00 per hour



## **II. Program Operations**

### **A. Interagency Communications and referral**

1. All written communications such as brochures and recruitment materials developed pursuant to this contract will be forwarded to the County Manager for informational purposes.
2. Contractor is required to acknowledge the County as sponsoring agency on all recruitment brochures, flyers, posters, etc. In addition, contractor is required to post a sign acknowledging the County sponsorship of the program.

### **B. Documentation**

1. The County Human Services Agency will refer participants to OICW.
2. Contractor shall complete participant tracking forms and shall enter said information into a management information system designated by the County.

### **C. Employment Plan**

The results of any participant assessment shall form the basis for the development of an employment plan, which shall include a minimum:

1. Participant's employment goals, including consideration of non-traditional employment for women and an appraisal of the labor market demand for the occupation, and the realistic opportunity for achieving the goals given the participant's interest skills, background, identified barriers and program availability.
2. Appropriate achievement objectives addressing all the needs – skills training, basic skills remediation, and supportive services – identified in the objective assessment. Any employment plan shall be developed in conjunction with, and in consideration of, the participants' self-sufficiency plan on file with the Human Services Agency.

### **D. Case Management and Counseling**

Contractor will provide counseling to participants related to job capabilities and proficiencies and the various situations, which concern the participants' successful completion of program objectives. Case management shall be provided by the Human Services Agency.

### **E. Support Services**

Support services for TANF recipients, such as childcare, transportation and other supportive service needs will be provided by the Human Services Agency.

### **F. Follow-up**

Contractor will conduct post-placement follow-up on participants who have completed program activities and have entered unsubsidized employment at 30, 60, 90 and 180 days post placement.

**Payment Schedule  
Jobs Now  
Opportunities Industrialization Center West  
July 1, 2005 through June 30, 2008**

In consideration of the services provided by Contractor in Exhibit "A," County shall pay Contractor based on the following fee schedule:

**A. Budget Modification**

1. No payment shall be made for expenditures for a line item in excess of 10% the total budget for that item without prior written approval of the County.
2. Under no circumstances will over-expenditures that exceed the total contract amount be approved.
3. In the event of circumstances requiring a budget revision, Contractors shall submit to the County a request for budget revision as soon as the need is realized. It is expected that only one formal budget revision will be made. Under no circumstances will a budget revision be allowed within ten weeks of this Agreement.
4. For cost-reimbursable contracts, the Contractor shall obtain prior written approval from the County for proposed additional staff positions, any modification of salary or benefits and equipment lease and/or purchase specified in the line item budget.

**B. Support Services Expenditure Limitation**

Contractor shall not spend any more that 35% of their yearly allocated support service budget during any one-quarter, or more than 85% in any three quarters. Support service payments will be monitored by County staff, and shall not exceed budgeted amounts.

**C. Method of Payment**

1. Payment of Incurred Costs

Invoices shall be submitted monthly to the County for costs. Contractor will be reimbursed in accordance with the line items defined in Exhibit C. Copies of first source documentation shall be submitted with all reimbursement requests.

The County's obligation shall be for the actual costs of wages, fringe benefits and other costs of the persons employed under the contract, and other operating costs specifically approved by the County.

Any funds disbursed in excess of the County's obligation for actual reimbursable costs shall be returned to the County within 45 days of termination of this agreement by check made payable to the County of San Mateo. This check must be hand-delivered or send by registered mail. The check must be certified if the Contractor has no existing or current agreement with the County.

Contractor shall submit requests for cash to coincide with immediate cash needs and assure that no excess cash is retained.

## 2. Payment Schedule

Contractor shall submit an invoice within 15 calendar days after the end of each month unless a different due date is granted in writing by the County.

Services for this Agreement shall not exceed \$250,000 for FY 2005-06. Funds for FY 2006-07 and FY 2007-08 will be in the form of an amendment to this Agreement.

**Opportunities Industrialization Center West  
Job Information Center (Jobs Now)  
Fiscal Year 2005-06 Budget**

Exhibit C

Description		Amount
<b>Personnel:</b>		
Program Coordinator	.50 FTE	\$ 30,000
Facilitator	1.0 FTE	34,000
Career Development Specialists/ Counselors	2.50 FTE	105,000
Program Support Staff	.50 FTE	<u>5,400</u>
Total Salaries		\$ 174,400
Benefits @27%		<u>47,088</u>
<b>Total Personnel</b>		<b>\$ 221,488</b>
<b>Other Expenses:</b>		
Staff Travel (for conferences/workshops and mileage)		\$ 950
Staff Training - 4 staff @ \$120		480
Space and Related Expenses (Automation, Telephone, Lease, Electric/Gas/Water etc.)		19,082
Program Supplies/Materials (for workshops, etc)		<u>8,000</u>
<b>Total Other Expenses</b>		<b>\$ 28,512</b>
<b>Total Expenses</b>		<b>\$ 250,000</b>

**ATTACHMENT I**

**Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended**

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

\_\_\_\_\_  
Name of 504 Person - Type or Print

\_\_\_\_\_  
Name of Contractor(s) - Type or Print

\_\_\_\_\_  
Street Address or P.O. Box

\_\_\_\_\_  
City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

\*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

**COUNTY OF SAN MATEO**

**Equal Benefits Compliance Declaration Form**

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**I. Vendor Identification**

Name of Contractor: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

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**II. Employees**

Does the Contractor have any employees?  Yes  No

Does the Contractor provide benefits to spouses of employees?  Yes  No

\*If the answer to one or both of the above is no, please skip to Section IV.\*

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**III. Equal Benefits Compliance (Check one)**

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
  - Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
  - No, the Contractor does not comply.
  - The Contractor is under a collective bargaining agreement which began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date).
- 

**IV. Declaration**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date