

AGREEMENT BETWEEN  
GOLDEN SIERRA JOB TRAINING AGENCY  
AND (contracting entity)

CONSULTANT/CONTRACTOR SERVICES AGREEMENT

This agreement ("Agreement") is dated **DATE**, and is entered into by and between Golden Sierra Job Training Agency, GSJTA ("VENDOR"), and **CONTRACTOR NAME** ("CONTRACTOR"), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide the services described in Attachment A.
2. Payment. VENDOR shall pay CONTRACTOR for services rendered pursuant to this Agreement at the billing rates set forth in Attachment A and B, and not to exceed a total of **NOT TO EXCEED AMOUNT**. This shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all invoices for said services to GSJTA in the manner specified in Attachment A.
3. Attachments. All attachments referred to in this Agreement shall be attached hereto, and are hereby incorporated by reference.
4. Independent Contractor. At all times during the term of this Agreement, CONTRACTOR shall be an independent contractor and shall not be an employee of **VENDOR**. GSJTA shall have the right to control CONTRACTOR only insofar as the results of CONTRACTOR'S services rendered pursuant to this Agreement.
5. Licenses, Permits, Etc. CONTRACTOR represents and warrants to VENDOR that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to VENDOR that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are rendered.
6. Term of Agreement. This Agreement shall commence on **DATE**, and shall terminate on **DATE**. Contract may be extended by mutual consent, up to an additional three years.
7. Entirety of Agreement. This Agreement contains the entire agreement of GSJTA and CONTRACTOR with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
8. Conflict of Interest. CONTRACTOR certifies that no official or employee of GSJTA, nor any business entity in which an official of GSJTA has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, CONTRACTOR agrees that no such person will be employed in the performance of this agreement without immediately notifying GSJTA.

9. Amendments. This agreement may be modified by GSJTA upon written notice to CONTRACTOR if there is an increase or decrease in Federal or State funding levels or a change in State or Federal laws related to this Agreement.

10. Requirements

CONTRACTOR assures that it will fully comply with the requirements of the Workforce Innovation and Opportunity Act ("WIOA") and any State statutes implementing the WIOA, or as those laws may be amended, all Federal and State regulations issued pursuant to those Acts, the Governor's policies and procedures issued pursuant to WIOA and State statutes. CONTRACTOR further assures that it will comply with the Office of Management and Budget ("OMB") Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Rule at 2 Code of Federal Regulations Chapter I and Chapter II, Part 200, et al. ("Uniform Guidance 2 CFR Part 200") and the Department of Labor's ("DOL") exceptions at 2 CFR Chapter II, Part 2900, et al. ("DOL Exceptions 2 CFR Part 2900") and all state and federal regulations, legislation, directives, policies, and procedures or amendments issued pursuant thereto. CONTRACTOR further assures it will comply with Public Law 107-288, Jobs for Veterans Act, as the law applies to DOL job training programs.

CONTRACTOR further assures that: 1) it will administer the agreement in full compliance with safeguards against fraud and abuse as set forth in WIOA and the regulations promulgated thereunder; and 2) every reasonable course of action will be taken by CONTRACTOR in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism, questionable or improper conduct. The agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain.

11. Records. CONTRACTOR shall maintain, at all times, complete, detailed records with regard to work performed under this agreement in a form acceptable to GSJTA and sufficient for GSJTA to comply with its reporting requirements pursuant to its WIOA Subgrant Agreement, and GSJTA shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to CONTRACTOR until GSJTA is satisfied that work of such value, as described in Attachment A and B of this agreement, has been rendered pursuant to this agreement. However, GSJTA shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

Record retention must be performed in accordance with 2 CFR 200.333 that requires records must be retained for three years following the date on which the expenditure report containing the final expenditures charged to a PY's allotment or a grant is submitted to the ETA.

12. Non-Discrimination/Equal Opportunity. CONTRACTOR assures that it is an Equal Opportunity Employer and complies with the Americans with Disabilities Act of 1990. CONTRACTOR further assures compliance with EO 11246 of September 24, 1967, "Equal Employment Opportunity", as amended by EO 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60) as stated in 29 CFR Section 97.36(i)(3).

During the performance of this Agreement, CONTRACTOR shall comply with the provisions of the following laws:

- a) Fair Employment and Housing Act (Government Code section 12900 et seq.); and
- b) Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated there under and the provisions of WIOA, Section 188; and
- c) Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I – financially assisted program or activity. Other federal nondiscrimination requirements as referenced in WIOA Sec. 188; and
- d) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin; and
- e) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; and
- f) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- g) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
- h) Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900 and all other regulations implementing the laws listed above.

CONTRACTOR understands that the United States has the right to seek judicial enforcement of this assurance.

13. Protection of Human Subjects:

CONTRACTOR shall comply with the provisions of applicable federal regulations, including but not limited to Executive Order 13627 dated September 25, 2012, which requires safeguarding the rights and welfare of human subjects who are involved in activities supported by federal program funds.

14. Ownership of Information.

All professional and technical information developed under this Agreement and all worksheets, reports, and related data shall become the property of GSJTA, and CONTRACTOR agrees to deliver reproducible copies of such documents to GSJTA on completion of the services hereunder.

15. Intellectual Property.

- a) Federal Funding. GSJTA may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from this Agreement, except as provided in 37 CFR Part 401.14. However, pursuant to Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900 the federal government shall have a royalty-free, nonexclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

b) Ownership

- (1) Except where GSJTA has agreed in a signed writing to accept a license, GSJTA shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by CONTRACTOR or GSJTA and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by GSJTA, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

- (3) In the performance of this Agreement, CONTRACTOR may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, CONTRACTOR may access and utilize certain of GSJTA's intellectual property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, CONTRACTOR shall not use any of GSJTA's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of GSJTA. Except as otherwise set forth herein, neither the CONTRACTOR nor GSJTA shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to GSJTA, Contractor agrees to abide by all license and confidentiality restrictions applicable to GSJTA in the third-party's license agreement.

- (4) Contractor agrees to cooperate with GSJTA in establishing or maintaining GSJTA's exclusive rights in the Intellectual Property, and in assuring GSJTA's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the agreement(s) to include all Intellectual Property provisions of this section. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to GSJTA all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or GSJTA and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with GSJTA in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce GSJTA's Intellectual Property rights and interests.

c) Retained Rights / License Rights

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or GSJTA and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to GSJTA, without additional compensation, a permanent, nonexclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this subgrant agreement, provided that Contractor's user does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of GSJTA or third party, or result in a breach or default of this section or result in a breach of any provisions of law relating to confidentiality.

d) Copyright

- (1) Contractor agrees that for purposes of copyright law, all works of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire." Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to GSJTA to any work product made, conceived, derived from or reduced to practice by Contractor or GSJTA and which result directly or indirectly from this Agreement. Refer to Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900.

(2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or GSJTA and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from GSJTA.

e) Patent Rights. With respect to inventions (refer to Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900) made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the scope of work, Contractor hereby grants to “passthrough” entity a license for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to GSJTA, without addition compensation, all its right, title and interest in and to such inventions and to assist GSJTA in securing United States and foreign patents with respect thereto.

f) Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining GSJTA's prior written approval; and (ii) granting to or obtaining for GSJTA's, without additional compensation, a license, as described in paragraph nineteen c), for any of Contractors or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and GSJTA determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to GSJTA.

g) Warranties

(1) Contractor represents and warrants that:

(a) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(b) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or GSJTA and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by Contractor.

(c) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

- (d) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors.
  - (e) Of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.
  - (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to GSJTA in this subgrant agreement.
  - (g) It has appropriate systems and controls in place to ensure that state and federal funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
  - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- (2) GSJTA MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE NOW EXISTING OR SUBSEQUENTLY ISSUED.

h) Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless GSJTA and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of GSJTA's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or "passthrough" entity and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Agreement. GSJTA reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against GSJTA.

(2) Should any Intellectual Property licensed by the Contractor to GSJTA under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve GSJTA's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to "pass-through" entity. GSJTA shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for GSJTA to continue using the licensed Intellectual Property or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, "passthrough" entity may be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate GSJTA for breach of any term of these Intellectual Property provisions by Contractor. Contractor acknowledges GSJTA would suffer irreparable harm in the event of such breach and agrees GSJTA shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

i) Survival. The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

16. Confidentiality. GSJTA and CONTRACTOR will exchange various kinds of information pursuant to this Agreement. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the EDD, the California Department of Social Services, the California Department of Education, the California Department of Corrections and Rehabilitation, the County Welfare Department(s), the County Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs.

GSJTA and CONTRACTOR agree that:

a) Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.

b) Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.

c) CONTRACTOR agrees that information obtained under this Agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this Agreement.



- (1) Aggregate Summaries: All reports and/or publications developed by CONTRACTOR based on data obtained under this Agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
  - (2) Publication: Prior to publication, CONTRACTOR shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
  - (3) Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- d) Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.
  - e) CONTRACTOR shall notify GSJTA of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone. Information Security Incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets. CONTRACTOR shall cooperate with GSJTA in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied.

If CONTRACTOR learns of a breach in the security of the system which contains confidential data obtained under this Agreement, then the CONTRACTOR must provide notification to individuals pursuant to Civil Code Section 1798.82.

- f) CONTRACTOR shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Agreement. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
- g) At no time will confidential data obtained pursuant to this agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- h) Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in Section 1798.55 of the Civil Code, Section 502 of the Penal Code, Section 2111 of the Unemployment Insurance Code, Section 10850 of the Welfare and Institutions Code and other applicable local, state and federal laws.

- i) Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- j) Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- k) If CONTRACTOR enters into an agreement with a third party to provide WIOA services, CONTRACTOR agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.
- l) CONTRACTOR shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation.

17. Indemnification. CONTRACTOR shall hold harmless, defend, and indemnify GSJTA, its elected officials, officers, and employees, against all claims, demands, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees, losses, injuries, liabilities both direct and indirect, including any and all costs and expenses in connection therein (collectively "claims") from CONTRACTOR's progress of the services performed pursuant to this Agreement, including claims by reason of any person's bodily injury, death or property damage, whether by negligence or otherwise. GSJTA agrees to defend, indemnify and hold harmless CONTRACTOR, its officers, agents, and employees from and against all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect, including any and all costs and expenses in connection therein, arising out of the performance of this agreement to the extent caused by acts, errors or omissions of the GSJTA, except for any such claim arising out of the negligence or willful misconduct of CONTRACTOR, its officers, agents, or employees.

18. Insurance. CONTRACTOR shall obtain, maintain and file with GSJTA upon execution of this Agreement, the insurance listed below. Each insurance policy shall be endorsed with the following specific language:

Cancellation Notice. "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to GSJTA."

Certificates of insurance shall be provided to GSJTA at execution of this agreement.

- a) Comprehensive general liability insurance and/or other insurance necessary to protect the public with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage with appropriate coverage endorsements to include broad form contractual, broad form property damage, contractor's protective, operations, auto and non-owned auto, host liquor, personal injury, and fire-legal liability applicable to this agreement.

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

“GSJTA, its officers, agents, employees and volunteers, are to be covered as insureds for all liability arising out of operations, or on behalf of, the named insured in the performance of this Agreement.”

- a) Workers’ Compensation Insurance as required by any applicable law or regulation. Medical and Accident Insurance will be carried for those participants not qualifying as employees.
19. Personnel. CONTRACTOR has designated Christopher Onstott to oversee services to this Agreement. Reassignment or substitution of individuals will not be made without the prior written consent of GSJTA. Failure to obtain prior written consent shall be grounds for cancellation of the Agreement by GSJTA, and payment shall be made only for that work overseen by Christopher Onstott.
20. Contractor, Not Agent. Except as GSJTA may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of GSJTA in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind GSJTA to any obligation whatsoever.
21. Termination of Contract for Cause and Convenience. If CONTRACTOR fails to perform said services to the satisfaction of the GSJTA, or if CONTRACTOR fails to fulfill in a timely and professional manner the obligations under this Agreement, or if CONTRACTOR violates any of the terms or provisions of this contract, then GSJTA shall have the right to terminate this agreement effective immediately upon GSJTA giving written notice thereof to CONTRACTOR. Notwithstanding failed performance, either party may terminate this agreement on thirty (30) days’ written notice. GSJTA shall pay CONTRACTOR for all work satisfactorily completed as of the date of notice.
22. Debarment, Suspension. CONTRACTOR hereby certifies to the best of its knowledge that neither it nor any of its principals to be used in the performance of this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency. CONTRACTOR further certifies that to the best of its knowledge, neither it nor any of its officers or principals, has been indicted, charged, or convicted of fraud or of a criminal offense in connection with obtaining, attempting to obtain, or performing public transaction or contract, violation of federal or state antitrust statutes, or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
23. Drug-Free Workplace Certification. CONTRACTOR certifies that it will comply the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq. and 29 CFR, Part 98) and will provide a drug-free workplace as stated in 20 CFR Section 667.200(d).
24. Child Support Compliance Act. CONTRACTOR certifies it will comply with all state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in California Family Code section 5200 et seq. and that to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the California Employment Development Department New Employee Registry.

25. Lobbying Restrictions. CONTRACTOR certifies it will comply with the lobbying restrictions codified in the Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR 2900.

26. Notification. Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

If to GSJTA: Jason Buckingham, Executive Director  
Golden Sierra Job Training Agency  
115 Ascot Drive, Suite 100  
Roseville, CA 95661

If to AGENCY/ORGANIZATION: **NAME OF DESIGNATED STAFF**  
**ORGANIZATION NAME**  
**ADDRESS**  
**CITY, STATE, ZIP**

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received three (3) days after the date on which it was mailed.

IN WITNESS WHEREOF, GSJTA and CONTRACTOR have executed this Agreement on the day and year set forth below.

GOLDEN SIERRA JOB TRAINING AGENCY

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

\_\_\_\_\_  
Jason Buckingham, Executive Director

**CONTRACTOR NAME**

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

\_\_\_\_\_  
**DESIGNATED STAFF, TITLE**

Note: If a corporation, agreement must be signed by two corporate officers; one must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation.

## SCOPE WORK AND PAYMENT SCHEDULE

### Scope of Work

Provide legal services to Golden Sierra Job Training Agency and Governing Body

### Payment Schedule

Cost breakdown

Invoice Process:

Invoice may be submitted monthly; payment is Net 30

Invoice must contain the following:

List of all products/services  
Date products/services were provided/performed

Submit detailed invoice to:

Golden Sierra Job Training Agency  
115 Ascot Drive, Suite 100  
Roseville, CA 95661

