

Agenda Item #

36

Distribution:
Finance
Administration
Workforce Development

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS

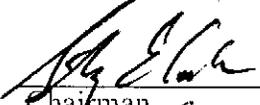
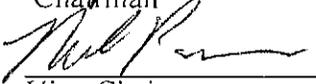
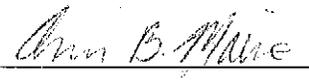
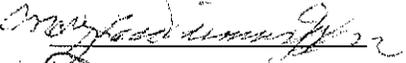
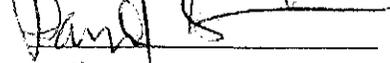
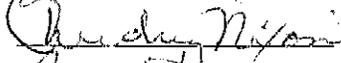
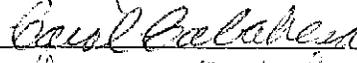
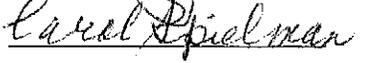
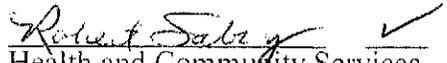
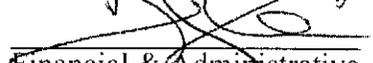
ADJOURNED REGULAR SEPTEMBER A.D., 2006 SESSION

APRIL 10, A.D., 2007

MADAM CHAIRMAN AND MEMBERS OF THE COUNTY BOARD:

Your Health and Community Services Committee and Financial and Administrative Committee present herewith a Joint Resolution authorizing the Lake County Workforce Development Department to enter into an Incumbent Worker Training Agreement with Baxter Healthcare Corporation Drug Delivery Division in the total amount of \$60,133.00 charged to account #750-4042030-72680-000-000-000-Y2006 and 750-4042040-72680-000-000-000-Y2006; and request its adoption.

Respectfully submitted,

	Aye	Nay		Aye	Nay
 Chairman	✓		 Chairman	X	
 Vice-Chairman	✓		 Vice-Chairman	✓	
 _____	✓		 _____	X	
 _____	✓		 _____	✓	
 _____	✓		 _____	X	
 _____	✓		 _____	✓	
 Health and Community Services Committee	✓		 Financial & Administrative Committee		

RESOLUTION

WHEREAS, in accordance with the Illinois Department of Commerce and Economic Opportunity Policy Letter #05-11 Incumbent Worker Training, the state has received a waiver until June 30, 2007 from the Department of Labor to allow local Workforce Investment Act grant funds to be used to conduct incumbent worker training; and

WHEREAS, the Lake County Workforce Investment Board has modified Lake County's Workforce Investment Act grant to permit incumbent worker training; and

WHEREAS, the Lake County Workforce Development Department wishes to enter into an agreement with Baxter Healthcare Corporation Drug Delivery Division for the purpose of conducting incumbent worker training for 50 Baxter Healthcare workers; and

NOW, THEREFORE, BE IT RESOLVED, by this County Board of Lake County, Illinois, that the Lake County Workforce Development Department is hereby authorized to enter into an Agreement with Baxter Health Care Corporation in the amount of \$60,133 for the purpose of training 50 incumbent workers charging the costs thereof to account #750-4042030-72680-000-000-000-Y2006 and 750-4042040-72680-000-000-000-Y2006.

DATED, at WAUKEGAN, LAKE COUNTY, ILLINOIS on this 10th of April,
A.D., 2007.

**INCUMBENT WORKER TRAINING AGREEMENT
AGREEMENT # 06-01**

CONTRACTOR:

County of Lake
Workforce Development
1 North Genesee Street, FL-1
Waukegan, IL 60085
Telephone: 847-377-3450
Fax: 847-249-2214

SUBCONTRACTOR:

Baxter Healthcare Corporation
Drug Delivery Division
25212 W. Illinois Route 120
Round Lake, Illinois 60073-9799
Telephone: (847)270-3850
Fax: (847)270-3843

This agreement is entered into by the County of Lake - Workforce Development, hereinafter referred to as the CONTRACTOR and Baxter Healthcare Corporation Drug Delivery Division hereinafter referred to as the SUBCONTRACTOR. The SUBCONTRACTOR agrees to operate an employment and training program in accordance with the incumbent worker training agreement, project application form, and general terms and conditions.

This agreement is for \$60,133.00.

This agreement is for the period from April 23, 2007 to June 30, 2007.

The number of individuals to be trained under this agreement is 50.

	Yes	No	
Subcontractor agrees that training will result in benefits, such as enhanced employability, job upgrades, increased wages and/or job security to the workers being trained under this agreement.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Have any employees been laid off recently in the proposed Incumbent Worker Training position:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Is the incumbent worker training position temporary or seasonal?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Is there a written job description?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Is there a written training plan?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Is there a collective bargaining agent for position being trained for?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Union concurrence:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> N/A

As a subcontractor official in a position to be knowledgeable about the above information, I certify to the best of my knowledge that this information is true.

Approved for Subcontractor:

Signature

Date

Approved for Contractor:

Signature

Date

**GENERAL TERMS AND CONDITIONS
INCUMBENT WORKER AGREEMENT # 06-01**

1. **Payments:**

The Contractor shall submit invoice(s) detailing the services provided in accordance with the payment provisions of this agreement. Payment shall be made in accordance with the Local Government Prompt Payment Act.

All costs submitted for reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, and/or any other accounting documents pertaining in whole or in part to this agreement. All documents shall be clearly identified and readily accessible.

2. **Award:**

Award shall be made by the Lake County Board.

3. **Agreement Price:**

Reimbursement shall be based on actual cost records and in no case will the charges exceed the amounts set forth in the Agreement. No charges shall be assessed to Lake County in addition to the Agreement price.

4. **Responsibility & Default:**

The Contractor shall be required to assume responsibility for all items listed in this agreement. The contractor shall be considered the sole point of contact for purposes of this agreement.

5. **Jurisdiction, Venue, Choice of Law:**

This agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court, State of Illinois.

6. **Termination:**

The County reserves the right to terminate this agreement, or any part of this agreement, upon thirty (30) days written notice.

In case of such termination, the Contractor shall be entitled to receive payment from the County for work completed to date in accordance with the terms and conditions of this agreement.

In the event that this Agreement is terminated due to Contractor's default, the County shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

7. **Independent Contractor:**

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the County.

8. **EEO Requirements:**

As a condition to the award of financial assistance under WIA from the Department of Labor, the Contractor assures, with respect to operation of the WIA-funded program or activity and all agreements or arrangements to carry out the WIA-funded program or activity, that it will comply fully with the non-discrimination and

equal opportunity provisions of the Workforce Investment Act of 1998, Section 188, U. S. Department of Labor Regulations at 29 CFR parts 31 and 32, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; the Civil Rights Restoration Act of 1987; Executive Order 12250; Age Discrimination in Employment Act of 1967; Equal Pay Act of 1963; U. S. Department of Labor Regulations at 28 CFR Part 42, Subparts F & H; Title VII of the Civil Rights Act of 1964, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37.

The Contractor agrees to abide by all provisions of the Americans With Disabilities Act of 1990.

9. **Record Keeping:**

Contractor shall maintain adequate records in such a manner that they may be audited, by or on behalf of the County, in progress and/or for three years following completion of the agreement. The contractor shall comply with the Record Retention requirements as specified in 29CPR 97.42 or 29 CPR 95.53.

10. **Hold Harmless Clause:**

The Contractor agrees to indemnify, save harmless and defend the County, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this agreement. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the County, its agents, servants, or employees or any other person indemnified hereunder.

11. **Insurance:**

The Provider shall maintain for the duration of this Agreement and any extensions thereof insurance issued by a company or companies qualified to do business in the State of Illinois, in the following types and amounts:

1. Workmen's Compensation Insurance covering all liability of the Contractor arising under the Workmen's Compensation Act and Workmen's Occupational Disease Act; limits of liability not less than statutory requirements.
2. Comprehensive Professional Liability in a broad form, to include, but not be limited to, coverage for the following where exposure exists: Errors and Omissions, limits of liability not less than:

General Aggregate Limit	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000
3. Insolvency Insurance to include, but not be limited to, coverage for the following where exposure exists: Financial Liability, limits of liability not less than:

General Aggregate Limit \$10,000,000
Each Occurrence Limit \$ 1,000,000

12. **Dispute Resolution:**

All issues, claims, or disputes arising out of this Agreement shall be resolved in accordance with the Appeals and Remedies Provisions in Article 9 of the Lake County Purchasing Ordinance.

13. **Precedence:**

Where there appears to be variances or conflicts, the following order of precedence shall prevail: the Agreement; Lake County General Terms & Conditions, and Project Application Form.

14. **Conflict of Interest:**

Neither the Contractor, nor any of its employees, directors, officers, or representatives believe that a conflict of interest may arise through entry into an agreement with Lake County. The Contractor, its employees, directors, officers, and representatives know and pledge to comply fully with all conflict of interest laws and ordinances of the State of Illinois and Lake County.

The Contractor shall comply with the Copeland "anti-kickback" Act (18 U.S.C. 874) as supplemented by Department of Labor regulations (29 CFR 3).

15. **Regulatory Compliance:**

Contract Work Hours and Safety Standards

The contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 United States Code 327-330 (all contracts in excess of \$2500.00 that involve employment of mechanics or laborers).

Clean Air and Water Act

The contractor shall comply with the applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, EO 11738 and Environmental Protection Agency regulations (40 CFR Part 15) (applies to contracts, sub-contracts and sub-grants in excess of \$100,000.00).

Energy Policy Conservation Act

The contractor shall comply with Mandatory standards and policies related to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy Conservation Act (Public Law 94-163).

Anti-Lobbying Amendment

The contractor shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Also found in 29 CFR Part 93.

The funding for this agreement is based on The Workforce Development Department of Lake County's contract with the United States Department of Labor for a grant of federal funds pursuant to the Workforce Investment Act (WIA) (Public Law 105-220, August 7, 1998). This agreement is governed by the provisions of the Workforce Investment Act and subject to modifications as may be required by federal or state law or regulations.

16. Assignments

The Contractor shall not enter into any sub-agreement for any portion of this agreement unless authorized herein.

17. Wage Rates, Income and Health/Safety Standards

A. Workers shall be paid wages at rates not less than the highest of the following:

- (1) The minimum wage prescribed by the Fair Labor Standards Act or applicable state or local law;
- (2) The minimum rate required by an applicable collective bargaining agreement; or
- (3) The prevailing rate established by the Secretary of the Department of Labor pursuant to the Davis-Bacon Act for laborers and mechanics employed in construction (including alterations, repair, painting, decorating, etc.) on any project which is funded wholly or partially under a federal status which requires the payment of prevailing wage rates in accordance with the Davis-Bacon Act (40 USC 276a to 276a-7 as supplemented by DOL regulations (29 CFP Part 5).

B. The contractor shall ensure that health and safety standards established under state and federal law that are applicable to working conditions of employees are equally applicable to working conditions of trainees being served under this agreement.

18. Special Provisions

The Workforce Development Department of Lake County guarantees that all legal disbursements will be made under the agreement which results from this agreement only to the extent that funds are made available by the United States Government and/or the State of Illinois to the Workforce Development Department of Lake County. If such funds are suspended or terminated, then this agreement shall be suspended or terminated.

The Workforce Development Department of Lake County shall not be liable for any cost incurred under this agreement when such costs have been determined to be an unallowable expenditure under the WIA. The Contractor agrees to repay any unallowable costs which may have been reimbursed.

The Workforce Development Department of Lake County retains the right to impose administrative, contractual, or legal remedies in instances where contractors violate or breach agreement terms and to provide for such sanctions and penalties as may be appropriate. This applies to agreements that are more than the simplified acquisition threshold.

19. Relocation

A. No funds provided under the WIA shall be used, or proposed for use, to encourage or to induce the relocation of an establishment, or part thereof, that results in the loss of employment for any employee of such establishment at the original location.

B. For 120 days after the commencement or the expansion of commercial operations of a relocating establishment, no funds provided under WIA shall be used for customized or skill training, on-the-job training, or company-specific assessments of job applicants or employees, for any relocating establishment or

part thereof at a new, or expanded location, if the relocation of such establishment or part thereof results in a loss of employment for any employee of such establishment at the original location.

- C. For the purposes of this section, "relocating establishment" means a business entity, including a successor in interest, which is moving any operations from a facility in one labor market area within the United States and its territories to a new or expanding facility in another Labor Market area.

20. **Trainee Eligibility**

- A. Trainee/worker eligibility shall be limited to citizens of the United States, United States nationals, permanent resident aliens, or other aliens who have been permitted to accept permanent employment in the United States by the Immigration and Naturalization Service.
- B. To be eligible for participation, a person must have an employment relationship with the participating employer, receive upgrade training to increase his/her skills in an occupation in which the individual is already an incumbent or to prepare the worker for entry into a new occupation with the participating employer.

21. **Debarment and Suspension**

The Contractor will comply with the provision of Debarment and Suspension (E.O.'s 12549 and 12689. No agreement shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.'s 12549 and 12689, "Debarment and Suspension".

Approved for Subcontractor:

Signature

Date