



County of Santa Barbara BOARD OF SUPERVISORS

Minute Order

May 17, 2022

Present: 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

SOCIAL SERVICES DEPARTMENT

File Reference No. 22-00421

RE: Consider recommendations regarding an agreement with the Foundation for California Community Colleges for Human Resources, expanded subsidized employment - career catalyst services, as follows:

- a) Approve and authorize the Chair to execute an agreement with the Foundation for California Community Colleges to provide Human Resource Services, for the CalWORKs Expanded Subsidized Employment Program through Career Catalyst Services for a total contract amount not to exceed \$782,221.50 (contract amount shall not exceed \$242,226.00 for the period of May 17, 2022 through June 30, 2022, contract amount shall not exceed \$539,995.50 for the period of July 1, 2022 through June 30, 2023);
- b) Authorize the Director of Social Services, or designee, to reallocate the budgeted line items of the agreements without exceeding the total contract amount; and
- c) Determine that the activity is not a "Project" subject to California Environmental Quality Act (CEQA) review per CEQA Guideline Section 15378(b)(5), since the activity is an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment.

A motion was made by Supervisor Nelson, seconded by Supervisor Lavagnino, that this matter be acted on as follows:

- a) **Approved and authorized; Chair to execute; and**
- b) **Authorized; and**
- c) **Approved.**

The motion carried by the following vote:

Ayes: 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Foundation for California Community Colleges with an address at 1102 Q Street, Suite 4800, Sacramento, CA 95811 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Christina Gropetti, Operations Manager at phone number (805) 346-7116 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Leti Schafer at phone number (916) 498-6749 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery, email, or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:

CONTRACT INQUIRIES:

Christina Gropetti, Economic Assistance & Employment Services Branch
Operations Manager
Department of Social Services
2125 Centerpointe Parkway, Santa Maria, CA 93455
cgroppe@countyofsb.org

PROGRAM AND INVOICE INQUIRIES:

Kelly Arredondo, Department Business Specialist II
234 Camino Del Remedio
Santa Barbara, CA 93110
805-681-4563
karredo@countyofsb.org

To CONTRACTOR:

Tim Aldinger
Director, Workforce Development
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
916-491-4499
taldinger@foundationccc.org

Joseph Quintana
Chief Operating Officer
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
Phone: 916 325-4300 ext. 300
Fax: 916-325-0844
jquintana@foundationccc.org

CONTRACTS (Contracts Issues Only, including but not limited to Contract Notices):

Contracts Department
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
contracts@foundationccc.org

HUMAN RESOURCES AND PAYROLL INQUIRIES:

Leti Shafer, Workforce Development Specialist
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
Phone: 916-498-6749
Fax: 916-325-0844
lshafer@foundationccc.org

WORKERS COMPENSATION RELATED INQUIRIES:

Mariya Ivanova, Human Resources Coordinator
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
Phone: 916-491-4463
hr@foundationccc.org

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on May 17, 2022 and end performance upon completion, but no later than June 30, 2023 unless otherwise directed by COUNTY or unless earlier terminated. The COUNTY at the end of the contract term has an option to renegotiate three (3) additional one (1) year renewals, without re-bidding. A renewal determination will be contingent upon CONTRACTOR's satisfactory achievement of agreed upon performance measures and availability of funding.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in EXHIBIT A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, and CONTRACTOR is determined to be at fault, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing

unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.

2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

33. STATE ENERGY CONSERVATION PLAN

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

34. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

A. CONTRACTOR, by signing this Agreement, hereby certifies to the best of his, her or its knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit California State Standard Form-LLL, "Disclosure Form to Report Lobbying," to the COUNTY and in accordance with the instructions found therein.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. CONTRACTOR also agrees by signing this document that he, she or it shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

35. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). CONTRACTOR shall promptly disclose, in writing, to the COUNTY office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the CONTRACTOR has credible evidence that a principal, employee, agent, or subcontractor of the CONTRACTOR has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

36. MANDATORY DISCLOSURE

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 OR 45 CFR §75.371. Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 376 and 31 U.S.C. 3321.)

37. PROCUREMENT OF RECOVERED MATERIALS

CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

38. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

CONTRACTOR shall comply with the requirements of 45 CFR Part 75 which are hereby incorporated by reference in this Agreement.

39. DRUG FREE WORKPLACE

CONTRACTOR must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 382, which adopts the Governmentwide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

40. DOMESTIC PREFERENCES FOR PROCUREMENTS

Domestic Preferences for Procurements. CONTRACTOR shall comply with Section 2 CFR Part 200.322. CONTRACTOR should, as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes here, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

41. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

CONTRACTOR shall comply with Section 2 CFR Part 200.216. CONTRACTOR shall be prohibited from obligating or expending loan or grant funds to: procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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Agreement for Services of Independent Contractor between the County of Santa Barbara and Foundation for California Community Colleges.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: Sheila Labuena
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: Joan Hartmann
Joan Hartmann, Chair
Board of Supervisors
Date: 5-17-22

CONTRACTOR:

Foundation for California Community Colleges

By: Tim Aldinger
Authorized Representative

Name: Tim Aldinger
Executive Director, Workforce
Title: Development

CONTRACTOR:

Foundation for California Community Colleges

By: Joseph Quintana
Authorized Representative

Name: Joseph Quintana
Title: Chief Operating Officer

RECOMMENDED FOR APPROVAL:

Social Services

By: Maria Gardner
Daniel Nielson
Deputy Director for
Department Head

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: Paul Lee
Deputy County Counsel

APPROVED AS TO FORM:

Risk Management

By: Gregory Milligan
Risk Management

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: Robert Eis
Deputy

EXHIBIT A

STATEMENT OF WORK

Career Catalyst Services

CONTRACTOR shall provide to COUNTY the services as set forth in this Statement of Work (the "Services").

I. Definitions:

- A. Participant - The individual performing the work, approved by DSS for enrollment in Expanded Subsidized Employment Program (ESE).
- B. Job Developer - COUNTY ESE staff and COUNTY liaison with CONTRACTOR, responsible for recruiting employers and businesses for Work Sites, monitors placement and provides assistance with resolving problems that may occur with the placement.
- C. Work Site - The business entity where the Participant will be placed for work experience.
- D. Work Site Supervisor - The individual at the Work Site, responsible for the day to day supervision of the ESE participant.

II. Employer of Record:

COUNTY and CONTRACTOR agree that they are not acting as a joint employer with respect to the Participants that CONTRACTOR may employ as the employer of record, during the period of this Agreement. As the employer of record, CONTRACTOR shall comply with and be fully responsible and liable for compliance with all applicable laws, regulations, orders, and directives concerning labor and employment of the Participants. CONTRACTOR shall also comply with all laws, requirements, and rules relating to the Expanded Subsidized Employment Program (ESE).

III. CONTRACTOR Responsibilities:

CONTRACTOR shall:

- A. Assume responsibility, as the employer of record for Participants.
- B. Be responsible for payment of wages, as reported by COUNTY, through the CONTRACTOR's payroll, including making the appropriate deductions, withholdings, and premium payments under applicable federal, state, and local laws.
- C. Be responsible for providing workers' compensation insurance coverage that covers the Participants, as well as processing and defending all workers' compensation claims made by Participants.
- D. Be responsible for managing, tracking, and providing Participant leaves of absences, as may be required by law.

- E. Allow Participant(s) to be placed on hold of employment for up to one month on a case by case basis.
- F. Provide service hours that are responsive to the needs of Participants and DSS staff.
- G. Provide assistance (including but without limitation to: on-boarding, payroll, resolving day to day employee relations issues, Worker's Compensation and Employment Claims, and completing employment and income verification requests from outside agencies or prospective employers) to non-English speaking Participants (i.e. monolingual Spanish speaking Participants) and Participants with disabilities.
- H. Promptly notify COUNTY when Participant fails to show up to Work Site or is no longer employed.
- I. Immediately notify COUNTY if a case of COVID-19 is detected at the PARTICIPANT's worksite, which includes but is not limited to an instance where a Participant tests positive for COVID-19, or Participant is determined to have been in "close contact" as defined by California Department of Public Health (CDPH).
- J. Provide a liaison to act as CONTRACTOR's representative to whom COUNTY or Participant may report a grievance or complaint.

IV. Services provided by CONTRACTOR:

- A. CONTRACTOR shall provide on-boarding assistance to Participants as follows:
 - 1. Assist with the coordination and delivery of virtual or in-person orientation sessions and completion of paperwork to on-board Participants into CONTRACTOR's payroll system led by CONTRACTOR staff member.
 - 2. Serve as the single point of contact for new hire paperwork for Participants.
 - 3. Provide streamlined and electronic tools/systems to assist with on-boarding.
 - 4. Maintain personnel records of Participants.
 - 5. Complete industry standard employment background checks and Motor Vehicle Record (MVR) checks if applicable, for referred Participants, evaluate results for appropriate job placement, and communicate with COUNTY if job placement is not appropriate.
- B. CONTRACTOR shall address employee relation issues as follows:
 - 1. Respond to all day-to-day employee relations issues.
 - 2. Provide coaching, guidance, and legal assistance with employee relations issues (including technical support/training, labor law compliance, workers' compensation management, payroll services, off-boarding, W-2's) to COUNTY and COUNTY's designated legal staff.
 - 3. Initiate communication with Participant to address and resolve employee relation issues.
 - 4. Act as liaison for Participant and Work Site supervisor regarding employee relations issues or inquiries.
 - 5. Notify COUNTY of any claims of harassment, discrimination, and/or claims of any violation of law governing the Participant's employment, including allegations or reports of any irregularities or discrepancies at or by either Work Site or Participant.
- C. CONTRACTOR shall provide Human Resources services as follows:

1. Responsible for management and maintenance of the Human Resource Information System (HRIS) and all payroll and human resource services and processing new Participant hires, salary increases, promotions, transfers and terminations of Participants.
2. Creating new account in HRIS, supporting COUNTY staff and Participants through onboarding process, resolving technical issues and providing login support, auditing new hire information in compliance with labor law (including I-9 audits), pay card issuance and mailing.
3. On-line timekeeping training for Participant, supervisors, and contract manager(s).
4. Incorporate Supervisor approval in timesheet approval process.
5. Generate and provide reports to COUNTY staff as requested, i.e.: employment status, work placement information, Participant hours worked, gross and net earnings per Participant per payroll cycle.
6. Monitor Participant hours so as not to exceed an average of 29 hours per week. In the event a Participant exceeds an average of 29 hours per week, for one or more payroll periods, the CONTRACTOR shall communicate to COUNTY and Participant that weekly hours need to be adjusted. CONTRACTOR shall be responsible for complying with the Affordable Care Act and potentially offering/providing health insurance to the affected Participant. Costs associated with compliance with the Affordable Care Act and offering/providing health insurance to the affected Participant shall not be reimbursed by the COUNTY.
7. Manage, maintain, and troubleshoot on-line payroll system.
8. Provide training for Participants and COUNTY staff and coordinate dates and locations for scheduling Participant and COUNTY staff training on the payroll system.
9. Provide Participant access and necessary assistance to utilize electronic and/or other timesheets, pay statements, W-2, and other payroll/tax information.
10. Ensure timely and accurate payment of Participant-related taxes, including federal/state unemployment, Social Security, Medicare, Employment Training Tax, to federal and state agencies.
11. Issue payroll to Participant in accordance with CONTRACTOR's bi-weekly payroll schedule.
12. Complete employment and income verification requests by outside agencies or prospective employers.
13. Responsible for tracking and reporting hours of participation to COUNTY in order to meet program requirements.

D. CONTRACTOR shall provide leave management services as follows:

1. Serve as single point of contact for Work Site supervisors for administrative and medical leaves of absence of Participants.
2. Provide Participant and Work Site supervisor with documentation necessary for administrative and medical leaves of absence.
3. Track Participant time not working as a result of administrative or medical leaves of absence.
4. Facilitate and manage communication between the Participant and Work Site supervisor.
5. Serve as the liaison between Participants and Employment Development Department (EDD) for State Disability Insurance and Paid Family Leave insurance or payments.

E. Worker's Compensation and Employment Claims

1. Serve as Participant's single point of contact for Participant workers compensation claims.
2. Provide Participant and Work Site supervisor with documentation necessary for workers compensation claims and facilitate communication between the Participant and Work Site supervisor.

3. Track Participant time not working as a result of injury related to workers compensation claim.
4. Serve as the liaison between Participants and insurance carrier for workers compensation insurance or payments.
5. Promptly notify COUNTY of any injury suffered by Participant and/or workers' compensation claims during the Participant's employment at Work Site.
6. Promptly notify COUNTY of any claims of harassment, discrimination, and/or claims of any violation of law governing the Participant's employment, including allegations or reports of any irregularities or discrepancies by Participant.

F. Unemployment

1. Serve as Participant's single point of contact for Participant unemployment claims.
2. Provide Participant and Work Site supervisor with documentation necessary for Participant to file unemployment claim.
3. Serve as the liaison between Participants and EDD for unemployment payments.

V. **COUNTY Responsibilities:**

- A. Develop job placement based on ESE Participants' skills, goals and background.
- B. Send electronically to CONTRACTOR, individualized ESE Referral, Work Site Agreement Template, and Requirements to Operate a Vehicle on Foundation Business Form when applicable, in Exhibit D attached to this Agreement and herein incorporated by reference. The Work Site Agreement includes placement site, placement site contact person, approved number of weekly hours not to exceed 29 hours and rate of pay, which shall not exceed California State minimum wage, and the duration of placement (beginning and ending dates).
- C. COUNTY shall visit work site intermittently, but at least on a monthly basis for the purpose of monitoring this Agreement and reviewing Participant progress.
- D. COUNTY shall notify CONTRACTOR if any position is subject to any state, federal or local minimum or prevailing wage requirements, or subject to the terms of a collective bargaining agreement.
- E. COUNTY shall notify CONTRACTOR at least 4 days in advance of the requested last day of Participant's work (includes when Participant completes his or her work experience); COUNTY shall also notify CONTRACTOR immediately in the event a Participant voluntarily quits his or her work experience. If COUNTY fails to notify CONTRACTOR in accordance with this term, COUNTY shall be responsible for compensating CONTRACTOR for payments made to Participant for the costs of waiting time penalties, per Labor Code section 203.
- F. COUNTY shall provide a detailed job description prior to the start date for each PARTICIPANT. This will allow CONTRACTOR to apply an accurate Worker's Compensation Rate to be billed to COUNTY.
- G. COUNTY shall immediately notify CONTRACTOR if a case of COVID-19 is detected at the PARTICIPANT's worksite, which includes but is not limited to an instance where a Participant tests positive for COVID-19, or Participant is determined to have been in "close contact" as defined by CDPH, so that CONTRACTOR may follow up with Participant to ensure Participant complies with CONTRACTOR's requirements as employer of record.

VI. **Compliance with Federal, State and Local Laws:**

- A. CONTRACTOR shall ensure that PARTICIPANTS will be provided all legally required documents prior to PARTICIPANTS start date including, but not limited to: Participant Form I-9s and work permits for PARTICIPANTS under the age of 18.
- B. COUNTY shall require that WORK SITE provides a drug-free workplace, required by the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).
- C. COUNTY shall require that WORK SITE shall comply with all applicable federal, state and local laws and regulations relating to a safe and accessible work environment, including but not limited to, federal and state Occupational Safety and Health Administration (“OSHA”) laws and regulations, including the recording of workplace injuries on CUSTOMER’s OSHA 300 logs.
- D. COUNTY shall ensure that WORK SITE shall comply with the requirements of the Fair Labor Standards Act, the California Labor Code, the California Industrial Wage Orders, Title VII of the Civil Rights Act of 1964, the Fair Employment and Housing Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and all other federal, state, and local laws and regulations governing the hiring or employment of PARTICIPANT.
- E. COUNTY shall ensure that WORK SITE shall comply with all applicable federal, state, and local orders, advisories, and guidelines on COVID-19 related workplace restrictions and notification obligations, including but not limited to those from the Center for Disease Control and Prevention, the CDPH, California Division of Occupational Safety and Health of California, local county, or any other applicable government entity.

VII. Participant Maximum Work Hours:

- A. CONTRACTOR shall be responsible for tracking Participant hours. Participant shall not be allowed to work more than a maximum number of 29 hours per week on average.
- B. CONTRACTOR shall be responsible for any additional benefit cost resulting from the Participant exceeding the 29 hour average weekly limit.

VIII. Performance Measures/Outcomes:

CONTRACTOR shall:

- A. Within one to three business days after receiving the intake form, Participants are notified by email with a username and password to login to Workday and begin the onboarding process.
- B. Process and complete new hire paperwork within 3 business days and begin ESE placement post background check completion provided all requested information is submitted on time by COUNTY and Participants and is complete and accurate.
- C. Process, complete, and issue Participants’ payroll timely based on CONTRACTOR’s bi-weekly payment schedule.
- D. Serve 100% of Participants referred, estimated at 30 in the first year of contract (May 17, 2022 through June 30, 2022) and 40 in the second year (July 1, 2022 through June 30, 2023).

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Line Item Budgets)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$242,226** for the period of May 17, 2022 through June 30, 2022, and a total contract amount, including cost reimbursements, not to exceed **\$539,995.50** for the period of July 1, 2022 through June 30, 2023.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **EXHIBIT B-1** (Schedule of Fees). Invoices submitted for payment that are based upon **EXHIBIT B-1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- C. Monthly, CONTRACTOR shall submit an invoice or certified claim on the County Treasury for the service performed over the period specified to: Kelly Arredondo at karredo@countyofsb.org.

These invoices or certified claims must cite the assigned Board Contract Number. Invoices must include the applicable reports that include: the number of Participants served under the Agreement, the breakdown of costs per the Line Item Budget, and identifies Participants and hours worked per Participant for each payroll cycle. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **EXHIBIT B-1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

- D. Budget Variances: CONTRACTOR shall obtain in advance the expressed written consent from the DESIGNATED REPRESENTATIVE for any variation of the line item amounts within the same cost category (i.e., Direct Services - Sick Leave, Direct Services - Background Checks, identified in EXHIBIT B-1) set forth in the Line Item Budgets detailed in **EXHIBIT B-1**.
- E. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT B-1
Line Item Budgets

Organization:	Foundation for California Community Colleges (FoundationCCC)	
Contract Term:	Contract Commencement Date - June 30, 2022	
Participants to be served: 30		
Budget Item		Total
A. Employee Salaries and Fringe Benefits		
Admin Salaries	\$	-
Employee Salaries	\$	-
Fringe Benefits	\$	-
Other (Specify)*	\$	-
B. Other Operating		
Outreach/Advertising	\$	-
Copying/Printing	\$	-
Dues/Membership	\$	-
Equipment Lease/Purchase/Maintenance/Rental*	\$	-
Facilities Rent/Maintenance	\$	-
Insurance	\$	-
Legal Fees	\$	-
Meeting Room Rent	\$	-
Misc (License, Tax, Other Fees)	\$	-
Postage	\$	-
Publications	\$	-
Staff Development	\$	-
Staff Travel	\$	-
Office Supplies*	\$	-
Telephone*	\$	-
Computer/Technology	\$	-
Contractual Services	\$	-
Supplies Other (Specify)*	\$	-
Other (Specify)*		
C. Direct Services		
Wages (\$15 per hour, up to 29 hours per week, ~13 weeks per participant)		\$169,650.00
Sick Leave (estimating 3 days per participant)		\$2,400
Vacation/Holiday pay		\$0
Workers Compensation Insurance (8% estimated rate applied; will bill on actuals)		\$13,764
Payroll Taxes (11% rate applied)		\$18,926
Background Checks (\$22.50 per participant) MVR Checks (\$2.00 per participant)		\$675
Other (\$100 one time onboarding fee per participant)*		\$3,000
D. Indirect Costs		
Federally approved indirect rate applied to direct services less onboarding fee (16.46%)*		\$33,811.00
TOTAL BUDGET		\$242,226.00

Organization:	Foundation for California Community Colleges (FoundationCCC)	
Contract Term:	July 1, 2022 - June 30, 2023	
Participants to be served: 40		
	Budget Item	Total
A. Employee Salaries and Fringe Benefits		
	Admin Salaries	\$ -
	Employee Salaries	\$ -
	Fringe Benefits	\$ -
	Other (Specify)*	\$ -
B. Other Operating		
	Outreach/Advertising	\$ -
	Copying/Printing	\$ -
	Dues/Membership	\$ -
	Equipment Lease/Purchase/Maintenance/Rental*	\$ -
	Facilities Rent/Maintenance	\$ -
	Insurance	\$ -
	Legal Fees	\$ -
	Meeting Room Rent	\$ -
	Misc (License, Tax, Other Fees)	\$ -
	Postage	\$ -
	Publications	\$ -
	Staff Development	\$ -
	Staff Travel	\$ -
	Office Supplies*	\$ -
	Telephone*	\$ -
	Computer/Technology	\$ -
	Contractual Services	\$ -
	Supplies Other (Specify)*	\$ -
	Other (Specify)*	\$ -
C. Direct Services		
	Wages (\$15 per hour, up to 29 hours per week, ~22 weeks per participant)	\$382,800.00
	Sick Leave	\$3,200.00
	Vacation/Holiday pay	\$0
	Workers Compensation Insurance (8% estimated rate applied; will bill on actuals)	\$30,880.00
	Payroll Taxes (11% rate applied)	\$42,460.00
	Background Checks (\$22.50 per participant)	\$900.00
	MVR Checks (\$2.00 per participant)	\$4,000.00
	Other (\$100 one time onboarding fee per participant)*	\$4,000.00
D. Indirect Costs		
	Federally approved indirect rate applied to direct services less onboarding fee (16.46%)*	\$75,755.50
TOTAL BUDGET		\$539,995.50

- a. Budget Item C, line 1: COUNTY is billed for the Participant's hourly rate owed to the Participant plus employer payroll taxes (Reference in Exhibit B-1 (Line Item Budget)). The Participant's estimated hourly pay rate is currently \$15.00. Participants shall earn no less than the California minimum wage.
- b. Budget Item C, line 4: The actual percentage for employer tax is determined based upon assigned workers compensation codes. Workers compensation codes are assigned based on worksites and occupations in which Participants will be placed. These worksites are recruited by COUNTY based on Participant's interests and goals.

- c. Budget Item C, line 6: COUNTY is billed for Background Checks at \$22.50 per Participant for pre-employment screening that is requested by COUNTY.
- d. Budget Item C, line 7: On-Boarding Fee of \$100 per Participant, which is invoiced at the time of hire. The onboarding fee is billed per Participant upon initiation of a new hire request to cover processing and personnel expenses incurred in the establishment of a new personnel profile within the CONTRACTOR's HRIS. The on-boarding fee covers the costs of creating new account in HRIS, supporting COUNTY staff and Participants through onboarding process, resolving technical issues and providing login support, auditing new hire information in compliance with labor law (including I-9 audits), pay card issuance and mailing. The onboarding fee will not be billed for rehires.
- e. Budget Item D, Line 1: COUNTY is billed for an indirect cost rate of 16.46% to cover administrative and payroll fees associated with facilitating the Employer of Record Services. The indirect rate is applied to cover administrative personnel costs (program and back-office staff) and payroll processing fees associated with the ongoing facilitation of Employer of Record Services (technical support/training, labor law compliance, workers' compensation management, payroll services, off-boarding, W-2's).
- f. Budget Variances: DESIGNATED REPRESENTATIVE shall notify CONTRACTOR of any reallocation of line item amounts without exceeding the total contract amount. In no event shall the overall budget amount be exceeded without a formal written amendment to the Agreement.

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

CONTRACTOR shall be liable for and shall indemnify and hold COUNTY harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from the fault or negligence of FOUNDATION, its officers, employees, agents, subcontractors and representatives, in performance of the Services under this Agreement.

COUNTY shall be liable for and shall indemnify and hold CONTRACTOR harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from the fault or negligence of COUNTY or WORKSITE, their officers, employees, agents, subcontractors and representatives, arising from their responsibilities, duties, and compliance obligations required under this Agreement, including but not limited to the COUNTY responsibilities described in Exhibit A.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

Each Party shall notify the other Party immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

Indemnification and Insurance Requirements (For Professional Service Contracts) 2022 03 02

- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

**EXHIBIT D
WORK SITE AGREEMENT and
CONTRACTOR REFERRAL**



Department of Social Services
Daniel Nielson, Director

Joint Opportunities Building Skills
Expanded Subsidized Employment



WORK SITE AGREEMENT

Between

COUNTY OF SANTA BARBARA,

[WORK SITE NAME]

And

[PARTICIPANT NAME]

The Agreement below describes the roles and responsibilities of COUNTY OF SANTA BARBARA herein after COUNTY, [WORK SITE NAME] herein after WORK SITE, and [PARTICIPANT NAME] herein after PARTICIPANT, in relation to the placement of Expanded Subsidized Employment (ESE), known as Joint Opportunities Building Skills (JOBS) Program PARTICIPANTS placed at WORK SITE. PARTICIPANTS are employees of the FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES herein after FOUNDATION. FOUNDATION will act as employer of record for the PARTICIPANT and provide all payrolls and associated costs (i.e., workers' compensation, taxes, etc.). The FOUNDATION provides workers' compensation coverage for PARTICIPANTS.

1. WORK SITE Responsibilities

- 1.1 WORK SITE agrees to provide PARTICIPANT with the opportunity to work in the capacity of [Job Title], which will enhance long term employability skills through work exposure (career exploration) and to gain entry level work readiness skills (work maturity) for future employment opportunities. WORK SITE shall train the PARTICIPANT in work maturity skills and work readiness skills and in accordance with the agreed upon workplace competencies (See Attachment A, attached hereto and incorporated by reference, for Training Outline).
- 1.2 WORK SITE shall have the responsibility for the day-to-day control and supervision of PARTICIPANTS and must provide PARTICIPANT with supervision, training, and work assignments in accordance with the job description.

- 1.3 WORK SITE shall have the responsibility to ensure Participants adhere to the Requirements to Operate a Vehicle on Foundation Business (See Attachment 1, attached hereto and incorporated by reference) if their job placement requires driving.
- 1.4 WORK SITE shall complete evaluations for the COUNTY and allow for monitoring visits by representatives of the FOUNDATION and COUNTY.
- 1.5 WORK SITE shall notify COUNTY and FOUNDATION if any position is subject to any state, federal or local minimum or prevailing wage requirements, or subject to the terms of a collective bargaining agreement prior to PARTICIPANT on-boarding.
- 1.6 WORK SITE shall not entrust PARTICIPANTS with the care of unattended premises, or unsupervised custody or control of cash, credit cards, valuables, or other similar property without the prior written approval of the COUNTY and FOUNDATION.
- 1.7 WORK SITE shall ensure PARTICIPANTS receive meal and rest breaks in compliance with both California Law and the FOUNDATION's Policy and Procedures manual. WORK SITE agrees to accurately track and provide to COUNTY and FOUNDATION a time record for all hours worked by each PARTICIPANT on a bi-weekly basis. The time record shall include all of the PARTICIPANT's start and end times, as well as meal period and rest breaks. WORK SITE will be responsible for ensuring PARTICIPANT's enter and approve accurate timesheets by Thursday the week before payroll processing (refer to Payroll Calendar). WORK SITE and FOUNDATION will monitor PARTICIPANT does not work more than 29 hours per week.
 - 1.7.1 If WORK SITE submits a request to offboard a PARTICIPANT, WORK SITE shall notify COUNTY immediately; WORK SITE shall also notify COUNTY immediately in the event a PARTICIPANT voluntarily quits his or her work experience. If WORK SITE fails to notify COUNTY in accordance with this term, WORK SITE shall be responsible for compensating COUNTY for payments made to PARTICIPANT for the costs of waiting time penalties, per Labor Code section 203.
- 1.8 WORK SITE shall provide the PARTICIPANT with supervision, safety instructions and safety related equipment that is required and/or is reasonable to protect against injury and/or illness while working at the WORK SITE. Where special clothing or equipment is provided to the WORK SITE's employees, the same shall be provided to the PARTICIPANT.
- 1.9 WORK SITE shall ensure that the PARTICIPANT is exposed to all the customary practices of the WORK SITE and the normal requirements of the job, including the WORK SITE's personnel practices and policies.
- 1.10 WORK SITE shall maintain the confidentiality of any information regarding the PARTICIPANT or his/her immediate family, which may be obtained through application forms, interviews, reports, or any other source.
- 1.11 WORK SITE shall immediately notify COUNTY and FOUNDATION if a case of COVID-19 is detected at the WORK SITE, which includes but is not limited to an instance where a PARTICIPANT or WORK SITE staff tests positive for COVID-19, or a third-party that closely interacts with PARTICIPANT or WORK SITE staff tests positive for COVID-19.
- 1.12 WORK SITE shall provide one half day per week without wage loss for supervised job search to be monitored by the COUNTY.

2. COUNTY Responsibilities

- 2.1 COUNTY will visit the WORK SITE intermittently, but at least on a monthly basis for the purpose of monitoring this agreement and reviewing PARTICIPANT progress.
- 2.2 COUNTY will complete Onboarding Form and Requirements to Operate a Vehicle on Foundation Business Form when applicable, and refer PARTICIPANT to the FOUNDATION to complete onboarding process.
- 2.3 COUNTY will refer PARTICIPANT and WORK SITE to FOUNDATION for electronic timesheet submissions.
- 2.4 COUNTY will provide site development, placement approval, and case management services for the PARTICIPANT.

3 PARTICIPANT Responsibilities

- 3.1 PARTICIPANT shall treat the placement as if it were a regular job and follow all rules and requirements for the position as explained by the WORK SITE.
- 3.2 PARTICIPANT shall report to the WORK SITE on time and leave at the designated time.
- 3.3 PARTICIPANT shall contact the WORK SITE in a timely manner if unable to report to the site or will arrive late.
- 3.4 PARTICIPANT shall be dependable and commit to showing up for all scheduled days and hours. Whenever possible, schedule personal and medical appointments outside of placement hours.
- 3.5 PARTICIPANT shall dress appropriately for the assignment.
- 3.6 PARTICIPANT shall maintain a cooperative attitude with WORK SITE co-workers and supervisor.
- 3.7 PARTICIPANT shall adhere to the Requirements to Operate a Vehicle on Foundation Business if job placement requires driving.
- 3.8 PARTICIPANT shall continue to job search for unsubsidized employment and understand that placement is not a good cause reason to refuse unsubsidized employment. If unsubsidized employment is not secured, PARTICIPANT will participate in Supervised Job Search Activity, one half day per week, beginning in the sixth month of placement, as directed by the COUNTY.

4 Compliance with Federal, State, and Local Laws

- 4.1 PARTICIPANT must complete all legally required documentation and provide valid documentation to COUNTY prior to beginning paid work experience at the WORK SITE.
- 4.2 FOUNDATION shall monitor Participant hours so as to not exceed an average of 29 hours per week. In the event a PARTICIPANT exceeds an average of 29 hours per week, for one or more payroll periods, FOUNDATION shall communicate to COUNTY and Participant that weekly hours need to be adjusted. FOUNDATION shall be responsible for complying with the Affordable Care Act and potentially offering/providing health insurance to the affected Participant. Costs associated with compliance with the Affordable Care Act and offering/providing health insurance to the affected Participant shall not be reimbursed by the COUNTY.
- 4.3 WORK SITE certifies that it provides a drug-free workplace, required by the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).

- 4.4 WORK SITE shall comply with all applicable federal, state and local laws and regulations to a safe and accessible work environment, including but not limited to, federal and state Occupational Safety and Health Administration (“OSHA”) laws and regulations, including the recording of workplace injuries on COUNTY’s OSHA 300 logs. WORK SITE agrees to provide PARTICIPANTS with new-hire safety orientation and regular safety training and meetings in accordance with Cal-OSHA for the WORK SITE’s industry.
- 4.5 WORK SITE shall comply with the requirements of the Fair Labor Standards Act, the California Labor Code, the California Industrial Wage Orders, Title VII of the Civil Rights Act of 1964, the Fair Employment and Housing Act, the Hatch Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and all other federal, state, and local laws and regulations governing the hiring or employment of PARTICIPANT.
- 4.6 WORK SITE shall ensure that PARTICIPANTS under the age of 21 will not have access to, distribute, sell, serve, or come in contact with alcohol or tobacco products. For those individuals over age 21, the WORK SITE shall ensure the individual receives proper training for selling, pouring, distributing alcohol and tobacco products. Violation of this policy will result in termination of the WORK SITE agreement.
- 4.7 WORK SITE shall not participate in the ESE/JOBS Program if experiencing abnormal labor conditions such as strikes, lockouts, or layoffs and the work experience PARTICIPANT will displace or affect employment or promotional opportunities for the WORK SITE’s current or laid-off employees.
- 4.8 WORK SITE and/or the PARTICIPANT shall not be involved in training activities, which assist, promote, or deter union organization.
- 4.9 PARTICIPANT shall not be employed on the construction, operation, or maintenance of any facility as is used or to be used for sectarian instruction, or as a place for religious worship.
- 4.10 WORK SITE management shall inform COUNTY immediately if they become aware that there is an employee or other person at the WORK SITE that PARTICIPANT may come into contact with that is listed as a Registered Sex Offender.
- 4.11 WORK SITE and COUNTY agree to the retention of all required records, as per 29 CFR 95.53, for no less than 3 years following the completion of this agreement.
- 4.12 WORK SITE shall comply with all applicable federal, state, and local orders, advisories, and guidelines on COVID-19 related workplace restrictions, compliance with SB 114 Supplemental Paid Sick Leave, and notification obligations, including but not limited to those from the Center for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH), the California Division of Occupational Safety and Health of California, local county, or any other applicable government entity.
- 4.13 In the event that PARTICIPANTS are employed under a full-time employee classification and there is a finding by an applicable court of law that a joint-employment relationship exists between FOUNDATION and WORK SITE, both parties agree that they shall work collaboratively to ensure compliance with all remedial legal obligations, which includes but is not limited to pension enrollment, employer / employee contributions, and defense / indemnity of any claims, administrative actions, litigation, or other proceedings related to pension and fringe benefit obligations.

5 Term, Termination, Waiver, and Modification

- 5.1 The period of this Agreement is from [START DATE] – [END DATE] (Term).

- 5.2 COUNTY or WORK SITE may terminate this Agreement at any time, for any reason, without penalty, and require the removal of the PARTICIPANT from the WORK SITE if determined to be in the PARTICIPANT's, COUNTY's, or WORK SITE's best interest.
- 5.3 No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

6 Worker's Compensation and Employment Claims

- 6.1 WORK SITE shall immediately notify COUNTY and FOUNDATION of any injury and/or Workers' Compensation Claims related to a PARTICIPANT.
- 6.2 WORK SITE shall promptly report to COUNTY and FOUNDATION any claims of harassment, discrimination, and/or claims of any violation of law governing the PARTICIPANT's employment, including allegations or reports of any irregularities or discrepancies by PARTICIPANT.
- 6.3 WORK SITE must secure COUNTY and FOUNDATION's written approval prior to PARTICIPANT's use of motor vehicles or heavy equipment.

7 Insurance and Indemnification

7.1 WORK SITE shall maintain insurance as listed below:

7.1.1 Comprehensive commercial general liability, property loss, and personal injury insurance with a combined single limit of no less than one million dollars (\$1,000,000.00) per occurrence; The Commercial General Liability Policy shall name COUNTY and Foundation for California Community Colleges, its directors, officers, and employees as Additional Insureds.

7.1.2 Workers' compensation as required under the Workers' Compensation and Safety Act of the State of California, as amended from time to time for WORK SITE's employees only (not PARTICIPANTS).

- 7.2 The WORK SITE shall indemnify and hold harmless COUNTY and FOUNDATION, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability, including attorneys' fees, for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, to the extent caused by intentional or negligent acts or omissions arising from their responsibilities, duties, and compliance obligations required under this Agreement.
- 7.3 WORK SITE shall be liable for and shall indemnify, defend and hold both COUNTY and FOUNDATION harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from any and all wage and hour violations or breach of any labor and employment laws due to the fault, willful misconduct, or negligence of the WORK SITE.

8 Notices

- 8.1 All notices and other communications required or permitted to be given under this agreement, including but not limited to any notice of change of address, must be directed to the following individuals:

COUNTY:

County of Santa Barbara
Department of Social Services
Lompoc Office: AlRay Grossi

(805)737-7050
agrossi@countyofsb.org
Santa Barbara: Chana Ortiz
(805)681-4407
cortiz3@countyofsb.org
Santa Maria: Steve Hernandez
(805)614-1527
sherna2@countyofsb.org

WORK SITE:
[INSERT INFORMATION]

FOUNDATION
Workforce Development
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
916-498-6723
careercatalyst@foundationccc.org

The parties each represent and warrant that the signatories below are authorized to sign this agreement on behalf of themselves or the party on whose behalf they execute this agreement.

THE PARTIES HEREBY EXECUTE THIS AGREEMENT with their signature below.

PARTICIPANT

I, the undersigned, have read and understood the provisions of the JOBS TIER I WORK SITE Agreement, reviewed with me by the COUNTY JOBS Coordinator and I agree to comply with them. My failure to comply may result in termination from the WORK SITE placement and may result in a financial sanction that will affect my cash assistance and supportive services.

By: _____

Print Name: _____

Date: _____

WORK SITE

I, the undersigned, have read and understood the provisions of the JOBS TIER I WORK SITE Agreement. I understand that failing to comply with any of the provisions of this Agreement may result in removal of PARTICIPANT from WORK SITE.

By: _____

Print Name: _____

Title: _____

Date: _____

COUNTY

By: _____

Print Name: _____

Title: _____

Date: _____

ATTACHMENT A to Job Site Agreement

TRAINING OUTLINE:

Work Site Name: []

Total Weeks / Hours: []

Total hours authorized per week: []

Work Site contact person, phone number, and e-mail: []

Scheduled date of completion: []

SPECIFICS SKILLS TRAINING OUTLINE:

JOB TITLE AND DETAILED DESCRIPTION:



CONTRACTOR REFERRAL

Date of Referral: _____ Referred By: _____

Work Site Name: _____
Work Site Address: _____
Mailing Address (if different): _____
Work Site Supervisor: _____
Telephone: _____ Fax: _____
Email: _____
Participant Name: _____
Start Date: _____ End Date: _____
Participant Work Schedule: _____
Total Hours per Week: _____ Not to Exceed 29 Hours per week

Work Site Agreement attached.

County of Santa Barbara Department of Social Services
JOBS Coordinators

Santa Maria

Steve Hernandez
(805) 614-1527
1410 S. Broadway
Santa Maria, CA 93454
sherna@countyofsb.org

Lompoc

AlRay Grossi
(805) 737-7050
1100 West Laurel Avenue
Lompoc, CA 93436
agrossi@countyofsb.org

Santa Barbara

Chana Ortiz
(805) 681-4407
234 Camino Del Remedio
Santa Barbara, CA 93117
cortiz3@countyofsb.org



FOUNDATION for CALIFORNIA
COMMUNITY COLLEGES

Foundation for California Community Colleges
in partnership with
[Client Name]
Driving Standard

Effective Date: February 1, 2019

Requirements to Operate a Vehicle on Foundation Business

ATTACHMENTS: Employee Certification

Application of Procedure: This SOP is applicable to all Foundation for California Community Colleges ("Foundation") employees, Career Catalyst participants if their program includes driving on Foundation business, and volunteers providing service to Foundation without compensation.

Section 1: Ability to Drive Guidelines

1. **Authority to Drive on Foundation Business:** All employees, and other applicable persons, must meet the required "driving standard" in order to operate a vehicle on Foundation business.
2. **The "driving standard" is defined by the Foundation's insurance policy** and is subject to change at any time. The "Driving Standard" must be achieved and maintained by employees that drive a vehicle on Foundation business. If you do not meet the "Driving Standard", you are considered an "unqualified driver" and are expressly prohibited from operating any vehicle on Foundation business. Please note, a violation of Foundation's driving standard could lead to discipline up to and including termination of employment.
3. **Current Driving Standard:** Employees must meet the following requirements:
 - I. Employees must have at least two years of driving experience, be at least 18 years of age and be pre-approved by the Foundation and the Foundation's insurance carrier to drive.
 - II. In the past three (3) years, Employees must have no more than:
 - a. Two (2) At-Fault Accidents
 - b. Three (3) Minor Moving Violations
 - c. Four (4) of the following Non-Moving Violations, such as:
 - Failure to Appear (FTA)
 - License not in possession, or
 - No proof of registration
 - d. Four (4) in combination of the above a,b, and c
 - III. In the past four (4) years, Employees must have zero (0) Major Moving Violations such as:
 - Driving while Suspended/Revoked and/or Invalid License
 - Exhibition of Speed – Speed Contest

- Reckless Driving
 - Driving Under the Influence (DUI)
 - Vehicle Manslaughter
 - Leaving the Scene of an Accident (Hit and Run)
 - Speeding in excess of 100 mph, etc.
4. The insurance company and/or Foundation reserves the right to exclude any Employees whose driving record indicates a pattern of unsafe or irresponsible behavior within the past four (4) years.

IF YOU DO NOT MEET THE ABOVE STANDARD, YOU CANNOT DRIVE ANY VEHICLE ON FOUNDATION BUSINESS.

4. If you have or think you may have any of the violations or circumstances above that would preclude you from being "approved" for Foundation insurance coverage, you shall immediately report this circumstance to the Human Resource Coordinator, Fiscal Office and/or Executive Director, and cease from operating any vehicle on Foundation business.
5. **Pull Notice Program:** Employees and other applicable persons, who have driving as a job requirement, will agree to enroll in the DMV Pull-Notice Program. Enrollment in the DMV Pull-Notice program requires the employee to complete applicable DMV forms authorizing the release of driver record information to Foundation. Enrollment in the DMV Pull-Notice program allows Foundation to ensure the employee maintains his/her approved driver status.
6. **Employee Certification Form:** The attached "Employee Certification" form must be completed prior to completion of the employment process for all new employees. In addition, Foundation reserves the right to request a new "Employee Certification" form from any employee at any time.
7. **Driving Requirement as an Essential Job Function:** Each employee's position description lists essential functions and specifically states if there is a need for the employee to maintain a driver's license, insurance, and be able to operate a motor vehicle as an essential requirement of the position.
8. A termination of employment for not maintaining approved driver status, when driving is a job requirement, is in addition to and does not subjugate, Foundations "At Will" employment policy, where the employee may terminate the employment relationship, with or without cause, with or without notice to the other party.

Section 2: Agency Vehicles

9. The Foundation and some participating Work Sites in the Career Catalyst program own vehicles specifically for use for Foundation business. If these vehicles are available for use, and the employee is required to drive on Foundation business, the employee must use the Foundation vehicle or a Work Site vehicle if applicable, to conduct Foundation business.

Section 3: Career Catalyst Program Personnel

10. **Authorization to Drive:** Participants will not be authorized to drive vehicles on Foundation business while enrolled in Foundation programs without Foundation approval. If approved, the participant must complete all the above requirements, i.e. meet driving standards, complete certification forms, enroll in the DMV Pull-Notice program, etc. Furthermore, the participant is subject to this policy and all other Foundation driving and/or travel related policies
11. Participants are not authorized to drive any vehicle while in a paid work experience if the participant is under 18-years old. There are no exceptions to this age requirement.
12. The organization where a Work Experience participant is placed will be expressly told that the participant is not permitted to drive any vehicle without specific written approval from Foundation and the Foundation's client.

13. If a Participant is placed at a Work Site that is not controlled by the Foundation or Foundation's Career Catalyst Client, the Career Catalyst Client must have a signed Work Site Agreement with the Work Site that requires the following:

- I. No Participant under 18 may operate a vehicle for any business purpose.
- II. The Work Site must maintain appropriate automobile liability insurance coverage in order to be responsible for any damages or bodily injuries incurred as a result of a Participant's actions while under the Work Site's supervision. This coverage shall include, at least, a \$1,000,000 minimum limit per occurrence and \$1,000,000 aggregate. A certificate evidencing the insurance requirement of this paragraph shall be provided to the Foundation for California Community Colleges.
- III. Participants will **not** be allowed to drive personal vehicles while conducting Foundation business for the Work Site.
- IV. Participants **must** be authorized by Foundation and the Career Catalyst Client before driving any vehicles at the Work Site.

The driving standard and procedures associated with vehicle use on Foundation business are established as safety measures for Foundation employees, clients, partners and the public. Foundation highly values the safety of its employees, clients, partners and others it comes in contact with. As such, violations associated with this vehicle use policy are a serious concern to Foundation, and employees who violate Foundation's vehicle operation policy may be subject to disciplinary action up to and including termination of employment. Foundation asks all individuals operating a vehicle on Foundation business to be safety conscious at all times.

Requirements to Operate a Vehicle on Foundation Business

Employee Certification

I hereby certify that I have read and understand the Foundation Standard Operating Procedure regarding Operating a Vehicle on Foundation Business. I further certify that whenever I drive a Foundation or Work Site vehicle on Foundation business, I will have a valid driver's license in my possession and to the best of my knowledge qualify to be an "approved driver" under the requirements of Foundation's insurance provider. In addition, when driving a private vehicle, it shall always be:

In addition, I recognize that talking on a cellular telephone or texting while driving a vehicle is prohibited by law. Thus, I will pull to the side of the road in a safe location and/or return cellular telephone calls or text messages when the condition is safe, and/or have the telephone take a message and return the message when it is safe. The Foundation specifically prohibit employees from talking on a cellular telephone or sending text messages while operating a motor vehicle.

I certify the information provided to Foundation is current and I will advise Foundation of any changes to my driving record and/or approved driver status.

Employee's Signature: _____

Employee's Printed Name: _____

Driver's License # _____ State _____ Expires _____



County of Santa Barbara BOARD OF SUPERVISORS

Minute Order

June 27, 2023

Present: 5 - Supervisor Williams, Supervisor Capps, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

SOCIAL SERVICES DEPARTMENT

File Reference No. 23-00573

RE: Consider recommendations regarding a First Amendment to the Agreement with Foundation for California Community Colleges for Human Resources for Expanded Subsidized Employment through Career Catalyst Services, as follows:

- a) Approve, and authorize the Chair to execute a First Amendment to the Agreement with Foundation for California Community Colleges to provide Human Resource Services, for the CalWORKs Expanded Subsidized Employment Program through Career Catalyst Services for a total contract amount not to exceed \$1,176,070.10 for the period of July 1, 2023 through June 30, 2024; and
- b) Determine that the activity is not a "Project" subject to California Environmental Quality Act (CEQA) review per CEQA Guideline Section 15378(b)(5), since the activity is an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment.

A motion was made by Supervisor Nelson, seconded by Supervisor Hartmann, that this matter be acted on as follows:

- a) Approved and authorized; Chair to execute; and
- b) Approved.

The motion carried by the following vote:

Ayes: 5 - Supervisor Williams, Supervisor Capps, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES**

Santa Barbara County
Department of Social Services

First Amendment

This is a *First Amendment* (*First Amendment to the Agreement*) to the Agreement for Services of Independent Contractor, by and between the **County of Santa Barbara** (COUNTY) and **Foundation for California Community Colleges** (CONTRACTOR).

WHEREAS, on May 17, 2022, COUNTY approved the Agreement for Services of Independent Contractor, number BC# 21-283, (Agreement) with CONTRACTOR for the provision of Family Evaluation Services;

WHEREAS, the initial term of the Agreement commenced on May 17, 2022, and is set to expire on June 30, 2023; and

WHEREAS, the parties now desire to amend Agreement to increase current Fiscal Year contract amount.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows.

The Agreement is amended as follows:

1. Section 1, **DESIGNATED REPRESENTATIVE**, of the Agreement is amended to state in its entirety:

Christina Gropetti, Operations Manager at phone number (805) 346-7116 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. *Annaliese Pennell* at phone number (916) 322-4545 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. Section 4, **TERM**, of the Agreement is amended by adding the following language:

For the First Extension Period, CONTRACTOR shall commence performance on **July 1, 2023** and end performance upon completion, but no later than **June 30, 2024** unless otherwise directed by COUNTY or unless earlier terminated. The COUNTY at the end of the contract term has an option to renegotiate *two (2)* additional one (1) year renewals, without re-bidding. A renewal determination will be contingent upon CONTRACTOR's satisfactory achievement of agreed upon performance measures.

3. Section 5, **COMPENSATION OF CONTRACTOR**, of the Agreement is amended to state in its entirety:

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B, *including EXHIBIT B-1 for the period of May 17, 2022 through June 30, 2023, and EXHIBIT B-2 for the period of July 1, 2023 through June 30, 2024*, attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2, **NOTICES** above following

completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

4. Section A of EXHIBIT B, Payment Arrangements, is amended to state in its entirety:
 - A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$782,221.50 for the period of May 17, 2022 through June 30, 2023, and a total contract amount, including cost reimbursements not to exceed **\$1,176,070.10** for the period of July 1, 2023 through June 30, 2024.

5. Section B of EXHIBIT B, Payment Arrangements, is amended to state in its entirety:
 - B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **EXHIBIT B-1 (Line Item Budget) for the period of May 17, 2022 through June 30, 2023 and EXHIBIT B-2 (Line Item Budget) for the period of July 1, 2023 through June 30, 2024.** Invoices submitted for payment that are based upon **EXHIBIT B-1 or B-2** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.

6. Section C of EXHIBIT B, Payment Arrangements, is amended to state in its entirety:
 - C. Monthly, CONTRACTOR shall submit an invoice or certified claim on the County Treasury for the service performed over the period specified to: Kelly Arredondo at karredo@countyofsb.org.

These invoices or certified claims must cite the assigned Board Contract Number. Invoices must include the applicable reports that include: the number of Participants served under the Agreement, the breakdown of costs per the Line Item Budget, and identifies Participants and hours worked per Participant for each payroll cycle. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **EXHIBIT B-1 or B-2** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

- D. Section D of EXHIBIT B, Payment Arrangements, is amended to state in its entirety:

Budget Variances: CONTRACTOR shall obtain in advance the expressed written consent from the DESIGNATED REPRESENTATIVE for any variation of the line item amounts within the same cost category (i.e., Direct Services - Sick Leave, Direct Services - Background Checks, identified in EXHIBIT B-1) set forth in the Line Item Budgets detailed in **EXHIBIT B-1 or B-2**.

7. Replace EXHIBIT D, WORK SITE AGREEMENT and CONTRACTOR REFERRAL, with EXHIBIT D, WORK SITE AGREEMENT AND CONTRACTOR REFERRAL as attached.
8. Replace EXHIBIT A, Statement of Work, with EXHIBIT A, Statement of Work as attached.
9. Add **EXHIBIT B-2**, Line Item Budget for Fiscal Year 2023/2024 as attached.

In all other respects, the Agreement remains unchanged and shall remain in full effect.

EXHIBIT A

STATEMENT OF WORK

Career Catalyst Services

CONTRACTOR shall provide to COUNTY the services as set forth in this Statement of Work (the "Services").

I. Definitions:

- A. Participant - The individual performing the work, approved by DSS for enrollment in Expanded Subsidized Employment Program (ESE).
- B. Job Developer - COUNTY ESE staff and COUNTY liaison with CONTRACTOR, responsible for recruiting employers and businesses for Work Sites, monitors placement and provides assistance with resolving problems that may occur with the placement.
- C. Work Site - The business entity where the Participant will be placed for work experience.
- D. Work Site Supervisor - The individual at the Work Site, responsible for the day to day supervision of the ESE participant.

II. Employer of Record:

COUNTY and CONTRACTOR agree that they are not acting as a joint employer with respect to the Participants that CONTRACTOR may employ as the employer of record, during the period of this Agreement. As the employer of record, CONTRACTOR shall comply with and be fully responsible and liable for compliance with all applicable laws, regulations, orders, and directives concerning labor and employment of the Participants. CONTRACTOR shall also comply with all laws, requirements, and rules relating to the Expanded Subsidized Employment Program (ESE).

III. CONTRACTOR Responsibilities:

CONTRACTOR shall:

- A. Assume responsibility, as the employer of record for Participants.
- B. Be responsible for payment of wages, as reported by COUNTY, through the CONTRACTOR's payroll, including making the appropriate deductions, withholdings, and premium payments under applicable federal, state, and local laws.
- C. Be responsible for providing workers' compensation insurance coverage that covers the Participants, as well as processing and defending all workers' compensation claims made by Participants.
- D. Be responsible for managing, tracking, and providing Participant leaves of absences, as may be required by law.

- E. Allow Participant(s) to be placed on hold of employment for up to one month on a case by case basis.
- F. Provide service hours that are responsive to the needs of Participants and DSS staff. CONTRACTOR will provide adequate staff coverage to provide timely services to COUNTY during CONTRACTOR closures including the last week in December and first week of January.
- G. Provide assistance (including but without limitation to: on-boarding, payroll, resolving day to day employee relations issues, Worker's Compensation and Employment Claims, and completing employment and income verification requests from outside agencies or prospective employers) to non-English speaking Participants (i.e. monolingual Spanish speaking Participants) and Participants with disabilities.
- H. Promptly notify COUNTY when Participant fails to show up to Work Site or is no longer employed.
- I. Immediately notify COUNTY if a case of COVID-19 is detected at the PARTICIPANT's worksite, which includes but is not limited to an instance where a Participant tests positive for COVID-19, or Participant is determined to have been in "close contact" as defined by California Department of Public Health (CDPH).
- J. Provide a liaison to act as CONTRACTOR's representative to whom COUNTY or Participant may report a grievance or complaint.

IV. Services provided by CONTRACTOR:

- A. CONTRACTOR shall provide on-boarding assistance to Participants as follows:
 - 1. Assist with the coordination and delivery of virtual or in-person orientation sessions and completion of paperwork to on-board Participants into CONTRACTOR's payroll system led by CONTRACTOR staff member.
 - 2. Serve as the single point of contact for new hire paperwork for Participants.
 - 3. Provide streamlined and electronic tools/systems to assist with on-boarding.
 - 4. Maintain personnel records of Participants.
 - 5. Complete industry standard employment background checks and Motor Vehicle Record (MVR) checks if applicable, for referred Participants, evaluate results for appropriate job placement, and communicate with COUNTY if job placement is not appropriate.
- B. CONTRACTOR shall address employee relation issues as follows:
 - 1. Respond to all day-to-day employee relations issues.
 - 2. Provide coaching, guidance, and legal assistance with employee relations issues (including technical support/training, labor law compliance, workers' compensation management, payroll services, off-boarding, W-2's) to COUNTY and COUNTY's designated legal staff.
 - 3. Initiate communication with Participant to address and resolve employee relation issues.
 - 4. Act as liaison for Participant and Work Site supervisor regarding employee relations issues or inquiries.
 - 5. Notify COUNTY of any claims of harassment, discrimination, and/or claims of any violation of law governing the Participant's employment, including allegations or reports of any irregularities or discrepancies at or by either Work Site or Participant.

C. CONTRACTOR shall provide Human Resources services as follows:

1. Responsible for management and maintenance of the Human Resource Information System (HRIS) and all payroll and human resource services and processing new Participant hires, salary increases, promotions, transfers and terminations of Participants.
2. Creating new account in HRIS, supporting COUNTY staff and Participants through onboarding process, resolving technical issues and providing login support, auditing new hire information in compliance with labor law (including auditing I-9 forms, and completing I-9 forms only during previously scheduled and approved in-person onboardings), pay card issuance and mailing.
3. On-line timekeeping training for Participant, supervisors, and contract manager(s).
4. Incorporate Supervisor approval in timesheet approval process.
5. Generate and provide reports to COUNTY staff as requested, i.e.: employment status, work placement information, Participant hours worked, gross and net earnings per Participant per payroll cycle.
6. Assist in monitoring Participant hours so as not to exceed an average of 29 hours per week. In the event a Participant exceeds an average of 29 hours per week, for one or more payroll periods, the CONTRACTOR shall communicate to COUNTY and Participant that weekly hours need to be adjusted. CONTRACTOR shall be responsible for complying with the Affordable Care Act and potentially offering/providing health insurance to the affected Participant. Costs associated with compliance with the Affordable Care Act and offering/providing health insurance to the affected Participant shall not be reimbursed by the COUNTY.
7. Manage, maintain, and troubleshoot on-line payroll system.
8. Provide training for Participants and COUNTY staff and coordinate dates and locations for scheduling Participant and COUNTY staff training on the payroll system.
9. Provide Participant access and necessary assistance to utilize electronic and/or other timesheets, pay statements, W-2, and other payroll/tax information.
10. Ensure timely and accurate payment of Participant-related taxes, including federal/state unemployment, Social Security, Medicare, Employment Training Tax, to federal and state agencies.
11. Issue payroll to Participant in accordance with CONTRACTOR's bi-weekly payroll schedule.
12. Complete employment and income verification requests by outside agencies or prospective employers.
13. Responsible for tracking and reporting hours of participation to COUNTY in order to meet program requirements.

D. CONTRACTOR shall provide leave management services as follows:

1. Serve as single point of contact for Work Site supervisors for administrative and medical leaves of absence of Participants.
2. Provide Participant and Work Site supervisor with documentation necessary for administrative and medical leaves of absence.
3. Track Participant time not working as a result of administrative or medical leaves of absence.
4. Facilitate and manage communication between the Participant and Work Site supervisor.
5. Serve as the liaison between Participants and Employment Development Department (EDD) for State Disability Insurance and Paid Family Leave insurance or payments.

E. Worker's Compensation and Employment Claims

CONTRACTOR shall:

1. Serve as Participant's single point of contact for Participant workers compensation claims.
2. Receive from COUNTY documentation necessary to provide Participant and Work Site supervisor with documentation necessary for workers compensation claims and facilitate communication between the Participant and Work Site supervisor.
3. Track Participant time not working as a result of injury related to workers compensation claim.
4. Serve as the liaison between Participants and insurance carrier for workers compensation insurance or payments.
5. Promptly notify COUNTY of any injury suffered by Participant and/or workers' compensation claims during the Participant's employment at Work Site.
6. Promptly notify COUNTY of any claims of harassment, discrimination, and/or claims of any violation of law governing the Participant's employment, including allegations or reports of any irregularities or discrepancies by Participant.

F. Unemployment

CONTRACTOR shall:

1. Serve as Participant's single point of contact for Participant unemployment claims.
2. Provide Participant and Work Site supervisor with documentation necessary for Participant to file unemployment claim.
3. Serve as the liaison between Participants and EDD for unemployment payments.

V. **COUNTY Responsibilities:**

COUNTY shall:

- A. Develop job placement based on ESE Participants' skills, goals and background.
- B. Send electronically to CONTRACTOR, individualized ESE Referral, Work Site Agreement Template, and Requirements to Operate a Vehicle on Foundation Business Form when applicable, in Exhibit D attached to this Agreement and herein incorporated by reference. The Work Site Agreement includes placement site, placement site contact person, approved number of weekly hours not to exceed 29 hours and rate of pay, which shall not exceed California State minimum wage, and the duration of placement (beginning and ending dates).
- C. COUNTY shall visit work site intermittently, but at least on a monthly basis for the purpose of monitoring this Agreement and reviewing Participant progress.
- D. COUNTY shall notify CONTRACTOR if any position is subject to any state, federal or local minimum or prevailing wage requirements, or subject to the terms of a collective bargaining agreement.
- E. COUNTY shall notify CONTRACTOR at least 4 days in advance of the requested last day of Participant's work (includes when Participant completes his or her work experience); COUNTY shall also notify CONTRACTOR immediately in the event a Participant voluntarily quits his or her work experience. If COUNTY fails to notify CONTRACTOR in accordance with this term, COUNTY shall be

responsible for compensating CONTRACTOR for payments made to Participant for the costs of waiting time penalties, per Labor Code section 203.

- F. COUNTY shall provide a detailed job description prior to the start date for each PARTICIPANT. This will allow CONTRACTOR to apply an accurate Worker's Compensation Rate to be billed to COUNTY.
- G. COUNTY shall immediately notify CONTRACTOR if a case of COVID-19 is detected at the PARTICIPANT's worksite, which includes but is not limited to an instance where a Participant tests positive for COVID-19, or Participant is determined to have been in "close contact" as defined by CDPH, so that CONTRACTOR may follow up with Participant to ensure Participant complies with CONTRACTOR's requirements as employer of record.

VI. Compliance with Federal, State and Local Laws:

- A. CONTRACTOR shall ensure that PARTICIPANTS will be provided all legally required documents prior to PARTICIPANTS start date including, but not limited to: Participant Form I-9s and work permits for PARTICIPANTS under the age of 18.
- B. CONTRACTOR shall attend up to four in-person onboardings, in non-consecutive weeks, to assist COUNTY in completing all necessary documents to process the I-9 verifications of Participants scheduled on that in-person onboarding date. COUNTY shall provide CONTRACTOR at least 30 days advance notice of the onboarding to arrange for travel. COUNTY shall be responsible for all other onboardings and obtaining and completing all necessary documents to process the I-9 forms. COUNTY shall be responsible for reviewing and approving all completed I-9 forms with the attached required documents.
- C. COUNTY shall require that WORK SITE provides a drug-free workplace, required by the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).
- D. COUNTY shall require that WORK SITE shall comply with all applicable federal, state and local laws and regulations relating to a safe and accessible work environment, including but not limited to, federal and state Occupational Safety and Health Administration ("OSHA") laws and regulations, including the recording of workplace injuries on CUSTOMER's OSHA 300 logs.
- E. COUNTY shall ensure that WORK SITE shall comply with the requirements of the Fair Labor Standards Act, the California Labor Code, the California Industrial Wage Orders, Title VII of the Civil Rights Act of 1964, the Fair Employment and Housing Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and all other federal, state, and local laws and regulations governing the hiring or employment of PARTICIPANT.
- F. COUNTY shall ensure that WORK SITE shall comply with all applicable federal, state, and local orders, advisories, and guidelines on COVID-19 related workplace restrictions and notification obligations, including but not limited to those from the Center for Disease Control and Prevention, the CDPH, California Division of Occupational Safety and Health of California, local county, or any other applicable government entity.

VII. Participant Maximum Work Hours:

- A. CONTRACTOR shall provide time tracking support in the form of reports and a schedule template for Participants, to support time tracking of Participant hours.
- B. COUNTY shall be responsible for ensuring Participant does not exceed maximum weekly hours.

VIII. Performance Measures/Outcomes:

CONTRACTOR shall:

- A. Within one to three business days after receiving the intake form, Participants are notified by email with a username and password to login to Workday and begin the onboarding process.
- B. Process and complete new hire paperwork within 3 business days and begin ESE placement post background check completion provided all requested information is submitted on time by COUNTY and Participants and is complete and accurate.
- C. Process, complete, and issue Participants' payroll timely based on CONTRACTOR's bi-weekly payment schedule.
- D. Serve 100% of Participants referred, estimated at 30 in the first year of contract (May 17, 2022 through June 30, 2022) and 40 in the second year (July 1, 2022 through June 30, 2023), and 35 for the period of July 1, 2023 through June 30, 2024.

EXHIBIT B-2

Line Item Budget
For the Period of July 1, 2023 through June 30, 2024

Budget Item	Total
A. Employee Salaries and Fringe Benefits	
Admin Salaries	\$ -
Employee Salaries	\$ -
Fringe Benefits	\$ -
Other (Specify)*	\$ -
B. Other Operating	
Outreach/Advertising	\$ -
Copying/Printing	\$ -
Dues/Membership	\$ -
Equipment Lease/Purchase/Maintenance/Rental*	\$ -
Facilities Rent/Maintenance	\$ -
Insurance	\$ -
Legal Fees	\$ -
Meeting Room Rent	\$ -
Misc (License, Tax, Other Fees)	\$ -
Postage	\$ -
Publications	\$ -
Staff Development	\$ -
Staff Travel	\$ -
Office Supplies*	\$ -
Telephone*	\$ -
Computer/Technology	\$ -
Contractual Services	\$ -
Supplies Other (Specify)*	\$ -
Other (Specify)*	\$ -
C. Direct Services	
Wages (\$15.50 per hour, up to 29 hours per week, ~52 weeks per participant (35)	\$818,090.00
Sick Leave	\$13,020.00
Vacation/Holiday pay	\$65,447.20
Workers Compensation Insurance (8% estimated rate applied; will bill on actuals)	\$89,989.90
Payroll Taxes (11% rate applied)	\$2,000.00
Background Checks (\$22.50 per participant)	\$4,500.00
MVR Checks (\$2.00 per participant)	\$ -
Other (\$100 one time onboarding fee per participant) (~45)	\$ -
D. Indirect Costs	
Federally approved indirect rate applied to direct services less onboarding fee (18.8%)	\$183,023.00
TOTAL BUDGET	\$1,176,070.10

- a. Budget Item C, line 1: COUNTY is billed for the Participant's hourly rate owed to the Participant plus employer payroll taxes (Reference in EXHIBIT B-1 or B-2 (Line Item Budget)). The Participant's estimated hourly pay rate is \$15.00 for the period of May 17, 2022 through December 31, 2022, and \$15.50 for the period of January 1, 2023 through June 30, 2024 Participants shall earn no less than the California minimum wage.
- b. Budget Item C, line 4: The actual percentage for employer tax is determined based upon assigned workers compensation codes. Workers compensation codes are assigned based on worksites and occupations in which Participants will be placed. These worksites are recruited by COUNTY based on Participant's interests and goals.
- c. Budget Item C, line 6: COUNTY is billed for Background Checks at \$22.50 per Participant for pre-employment screening that is requested by COUNTY.
- d. Budget Item C, line 7: On-Boarding Fee of \$100 per Participant, which is invoiced at the time of hire. The onboarding fee is billed per Participant upon initiation of a new hire request to cover processing and personnel expenses incurred in the establishment of a new personnel profile within the CONTRACTOR's HRIS. The on-boarding fee covers the costs of creating new account in HRIS, supporting COUNTY staff and Participants through onboarding process, resolving technical issues and providing login support, auditing new hire information in compliance with labor law (including I-9 audits), pay card issuance and mailing. The onboarding fee will not be billed for rehires.
- e. Budget Item D, Line 1: COUNTY is billed for an indirect cost rate of 18.8% to cover administrative and payroll fees associated with facilitating the Employer of Record Services. The indirect rate is applied to cover administrative personnel costs (program and back-office staff) and payroll processing fees associated with the ongoing facilitation of Employer of Record Services (technical support/training, labor law compliance, workers' compensation management, payroll services, off-boarding, W-2's).
- f. Budget Variances: COUNTY DESIGNATED REPRESENTATIVE shall notify CONTRACTOR of any reallocation of line item amounts without exceeding the total contract amount and in no event shall the overall budget amount be exceeded without a formal written amendment to the Agreement.

**EXHIBIT D
WORK SITE AGREEMENT and
CONTRACTOR REFERRAL**



Department of Social Services
Daniel Nielson, Director

Joint Opportunities Building Skills
Expanded Subsidized Employment



WORK SITE AGREEMENT

Between

COUNTY OF SANTA BARBARA,

[WORK SITE NAME]

And

[PARTICIPANT NAME]

The Agreement below describes the roles and responsibilities of COUNTY OF SANTA BARBARA herein after COUNTY, [WORK SITE NAME] herein after WORK SITE, and [PARTICIPANT NAME] herein after PARTICIPANT, in relation to the placement of Expanded Subsidized Employment (ESE), known as Joint Opportunities Building Skills (JOBS) Program PARTICIPANTS placed at WORK SITE. PARTICIPANTS are employees of the FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES herein after FOUNDATION. FOUNDATION will act as employer of record for the PARTICIPANT and provide all payrolls and associated costs (i.e., workers' compensation, taxes, etc.). The FOUNDATION provides workers' compensation coverage for PARTICIPANTS.

1. WORK SITE Responsibilities

- 1.1 WORK SITE agrees to provide PARTICIPANT with the opportunity to work in the capacity of [Job Title], which will enhance long term employability skills through work exposure (career exploration) and to gain entry level work readiness skills (work maturity) for future employment opportunities. WORK SITE shall train the PARTICIPANT in work maturity skills and work readiness skills and in accordance with the agreed upon workplace competencies (See Attachment A, attached hereto and incorporated by reference, for Training Outline).
- 1.2 WORK SITE shall have the responsibility for the day-to-day control and supervision of PARTICIPANTS and must provide PARTICIPANT with supervision, training, and work assignments in accordance with the job description.

- 1.3 WORK SITE shall have the responsibility to ensure Participants adhere to the Requirements to Operate a Vehicle on Foundation Business (See Attachment 1, attached hereto and incorporated by reference) if their job placement requires driving.
- 1.4 WORK SITE shall complete evaluations for the COUNTY and allow for monitoring visits by representatives of the FOUNDATION and COUNTY.
- 1.5 WORK SITE shall notify COUNTY and FOUNDATION if any position is subject to any state, federal or local minimum or prevailing wage requirements, or subject to the terms of a collective bargaining agreement prior to PARTICIPANT on-boarding.
- 1.6 WORK SITE shall not entrust PARTICIPANTS with the care of unattended premises, or unsupervised custody or control of cash, credit cards, valuables, or other similar property without the prior written approval of the COUNTY and FOUNDATION.
- 1.7 WORK SITE shall ensure PARTICIPANTS receive meal and rest breaks in compliance with both California Law and the FOUNDATION's Policy and Procedures manual. WORK SITE agrees to accurately track and provide to COUNTY and FOUNDATION a time record for all hours worked by each PARTICIPANT on a bi-weekly basis. The time record shall include all of the PARTICIPANT's start and end times, as well as meal period and rest breaks. WORK SITE will be responsible for ensuring PARTICIPANT's enter and approve accurate timesheets by Thursday the week before payroll processing (refer to Payroll Calendar). WORK SITE will monitor PARTICIPANT does not work more than 29 hours per week with FOUNDATION support.
 - 1.7.1 If WORK SITE submits a request to offboard a PARTICIPANT, WORK SITE shall notify COUNTY immediately; WORK SITE shall also notify COUNTY immediately in the event a PARTICIPANT voluntarily quits his or her work experience. If WORK SITE fails to notify COUNTY in accordance with this term, WORK SITE shall be responsible for compensating COUNTY for payments made to PARTICIPANT for the costs of waiting time penalties, per Labor Code section 203.
- 1.8 WORK SITE shall provide the PARTICIPANT with supervision, safety instructions and safety related equipment that is required and/or is reasonable to protect against injury and/or illness while working at the WORK SITE. Where special clothing or equipment is provided to the WORK SITE's employees, the same shall be provided to the PARTICIPANT.
- 1.9 WORK SITE shall ensure that the PARTICIPANT is exposed to all the customary practices of the WORK SITE and the normal requirements of the job, including the WORK SITE's personnel practices and policies.
- 1.10 WORK SITE shall maintain the confidentiality of any information regarding the PARTICIPANT or his/her immediate family, which may be obtained through application forms, interviews, reports, or any other source.
- 1.11 WORK SITE shall immediately notify COUNTY and FOUNDATION if a case of COVID-19 is detected at the WORK SITE, which includes but is not limited to an instance where a PARTICIPANT or WORK SITE staff tests positive for COVID-19, or a third-party that closely interacts with PARTICIPANT or WORK SITE staff tests positive for COVID-19.
- 1.12 WORK SITE shall provide one half day per week without wage loss for supervised job search to be monitored by the COUNTY.

2. COUNTY Responsibilities

- 2.1 COUNTY will visit the WORK SITE intermittently, but at least on a monthly basis for the purpose of monitoring this agreement and reviewing PARTICIPANT progress.
- 2.2 COUNTY will complete Onboarding Form and Requirements to Operate a Vehicle on Foundation Business Form when applicable, and refer PARTICIPANT to the FOUNDATION to complete onboarding process.
- 2.3 COUNTY will refer PARTICIPANT and WORK SITE to FOUNDATION for electronic timesheet submissions.
- 2.4 COUNTY will provide site development, placement approval, and case management services for the PARTICIPANT.

3 PARTICIPANT Responsibilities

- 3.1 PARTICIPANT shall treat the placement as if it were a regular job and follow all rules and requirements for the position as explained by the WORK SITE.
- 3.2 PARTICIPANT shall report to the WORK SITE on time and leave at the designated time.
- 3.3 PARTICIPANT shall contact the WORK SITE in a timely manner if unable to report to the site or will arrive late.
- 3.4 PARTICIPANT shall be dependable and commit to showing up for all scheduled days and hours. Whenever possible, schedule personal and medical appointments outside of placement hours.
- 3.5 PARTICIPANT shall dress appropriately for the assignment.
- 3.6 PARTICIPANT shall maintain a cooperative attitude with WORK SITE co-workers and supervisor.
- 3.7 PARTICIPANT shall adhere to the Requirements to Operate a Vehicle on Foundation Business if job placement requires driving.
- 3.8 PARTICIPANT shall continue to job search for unsubsidized employment and understand that placement is not a good cause reason to refuse unsubsidized employment. If unsubsidized employment is not secured, PARTICIPANT will participate in Supervised Job Search Activity, one half day per week, beginning in the sixth month of placement, as directed by the COUNTY.

4 Compliance with Federal, State, and Local Laws

- 4.1 PARTICIPANT must complete all legally required documentation and provide valid documentation to COUNTY prior to beginning paid work experience at the WORK SITE.
- 4.2 FOUNDATION shall assist in monitoring Participant hours so as to not exceed an average of 29 hours per week. In the event a PARTICIPANT exceeds an average of 29 hours per week, for one or more payroll periods, FOUNDATION shall communicate to COUNTY and Participant that weekly

hours need to be adjusted. FOUNDATION shall be responsible for complying with the Affordable Care Act and potentially offering/providing health insurance to the affected Participant. Costs associated with compliance with the Affordable Care Act and offering/providing health insurance to the affected Participant shall not be reimbursed by the COUNTY.

- 4.3 WORK SITE certifies that it provides a drug-free workplace, required by the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).
- 4.4 WORK SITE shall comply with all applicable federal, state and local laws and regulations to a safe and accessible work environment, including but not limited to, federal and state Occupational Safety and Health Administration (“OSHA”) laws and regulations, including the recording of workplace injuries on COUNTY’s OSHA 300 logs. WORK SITE agrees to provide PARTICIPANTS with new-hire safety orientation and regular safety training and meetings in accordance with Cal-OSHA for the WORK SITE’s industry.
- 4.5 WORK SITE shall comply with the requirements of the Fair Labor Standards Act, the California Labor Code, the California Industrial Wage Orders, Title VII of the Civil Rights Act of 1964, the Fair Employment and Housing Act, the Hatch Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and all other federal, state, and local laws and regulations governing the hiring or employment of PARTICIPANT.
- 4.6 WORK SITE shall ensure that PARTICIPANTS under the age of 21 will not have access to, distribute, sell, serve, or come in contact with alcohol or tobacco products. For those individuals over age 21, the WORK SITE shall ensure the individual receives proper training for selling, pouring, distributing alcohol and tobacco products. Violation of this policy will result in termination of the WORK SITE agreement.
- 4.7 WORK SITE shall not participate in the ESE/JOB\$ Program if experiencing abnormal labor conditions such as strikes, lockouts, or layoffs and the work experience PARTICIPANT will displace or affect employment or promotional opportunities for the WORK SITE's current or laid-off employees.
- 4.8 WORK SITE and/or the PARTICIPANT shall not be involved in training activities, which assist, promote, or deter union organization.
- 4.9 PARTICIPANT shall not be employed on the construction, operation, or maintenance of any facility as is used or to be used for sectarian instruction, or as a place for religious worship.
- 4.10 WORK SITE management shall inform COUNTY immediately if they become aware that there is an employee or other person at the WORK SITE that PARTICIPANT may come into contact with that is listed as a Registered Sex Offender.
- 4.11 WORK SITE and COUNTY agree to the retention of all required records, as per 29 CFR 95.53, for no less than 3 years following the completion of this agreement.
- 4.12 WORK SITE shall comply with all applicable federal, state, and local orders, advisories, and guidelines on COVID-19 related workplace restrictions, compliance with SB 114 Supplemental Paid Sick Leave, and notification obligations, including but not limited to those from the Center for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH), the California Division of Occupational Safety and Health of California, local county, or any other applicable government entity.

- 4.13 In the event that PARTICIPANTS are employed under a full-time employee classification and there is a finding by an applicable court of law that a joint-employment relationship exists between FOUNDATION and WORK SITE, both parties agree that they shall work collaboratively to ensure compliance with all remedial legal obligations, which includes but is not limited to pension enrollment, employer / employee contributions, and defense / indemnity of any claims, administrative actions, litigation, or other proceedings related to pension and fringe benefit obligations.

5 Term, Termination, Waiver, and Modification

- 5.1 The period of this Agreement is from [START DATE] – [END DATE] (Term).
- 5.2 COUNTY or WORK SITE may terminate this Agreement at any time, for any reason, without penalty, and require the removal of the PARTICIPANT from the WORK SITE if determined to be in the PARTICIPANT’s, COUNTY’s, or WORK SITE’s best interest.
- 5.3 No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

6 Worker’s Compensation and Employment Claims

- 6.1 WORK SITE shall immediately notify COUNTY and FOUNDATION of any injury and/or Workers’ Compensation Claims related to a PARTICIPANT.
- 6.2 WORK SITE shall promptly report to COUNTY and FOUNDATION any claims of harassment, discrimination, and/or claims of any violation of law governing the PARTICIPANT’s employment, including allegations or reports of any irregularities or discrepancies by PARTICIPANT.
- 6.3 WORK SITE must secure COUNTY and FOUNDATION’s written approval prior to PARTICIPANT’s use of motor vehicles or heavy equipment.

7 Insurance and Indemnification

- 7.1 WORK SITE shall maintain insurance as listed below:
 - 7.1.1 Comprehensive commercial general liability, property loss, and personal injury insurance with a combined single limit of no less than one million dollars (\$1,000,000.00) per occurrence; The Commercial General Liability Policy shall name COUNTY and Foundation for California Community Colleges, its directors, officers, and employees as Additional Insureds.
 - 7.1.2 Workers’ compensation as required under the Workers’ Compensation and Safety Act of the State of California, as amended from time to time for WORK SITE’s employees only (not PARTICIPANTS).
- 7.2 The WORK SITE shall indemnify and hold harmless COUNTY and FOUNDATION, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability, including attorneys’ fees, for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, to the extent caused by intentional or negligent acts

or omissions arising from their responsibilities, duties, and compliance obligations required under this Agreement.

- 7.3 WORK SITE shall be liable for and shall indemnify, defend and hold both COUNTY and FOUNDATION harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from any and all wage and hour violations or breach of any labor and employment laws due to the fault, willful misconduct, or negligence of the WORK SITE.
- 7.4 The Requirement of this section 7 shall not apply to COUNTY Department WORK SITES.

8 Notices

- 8.1 All notices and other communications required or permitted to be given under this agreement, including but not limited to any notice of change of address, must be directed to the following individuals:

COUNTY:

County of Santa Barbara
 Department of Social Services
 Lompoc Office: AlRay Grossi
 (805)737-7050
agrossi@countyofsb.org
 Santa Barbara: Chana Ortiz
 (805)681-4407
cortiz3@countyofsb.org
 Santa Maria: Steve Hernandez
 (805)614-1527
sherna2@countyofsb.org>

WORK SITE:

[INSERT INFORMATION]

FOUNDATION

Workforce Development
 Foundation for California Community Colleges
 1102 Q Street, Suite 4800
 Sacramento, CA 95811
 916-498-6723
careercatalyst@foundationccc.org

The parties each represent and warrant that the signatories below are authorized to sign this agreement on behalf of themselves or the party on whose behalf they execute this agreement.

THE PARTIES HEREBY EXECUTE THIS AGREEMENT with their signature below.

PARTICIPANT

I, the undersigned, have read and understood the provisions of the JOBS TIER I WORK SITE Agreement, reviewed with me by the COUNTY JOBS Coordinator and I agree to comply with them. My failure to comply may result in termination from the WORK SITE placement and may result in a financial sanction that will affect my cash assistance and supportive services.

By: _____

Print Name: _____

Date: _____

WORK SITE

I, the undersigned, have read and understood the provisions of the JOBS TIER I WORK SITE Agreement. I understand that failing to comply with any of the provisions of this Agreement may result in removal of PARTICIPANT from WORK SITE.

By: _____

Print Name: _____

Title: _____

Date: _____

COUNTY

By: _____

Print Name: _____

Title: _____

Date: _____

ATTACHMENT A to Job Site Agreement

TRAINING OUTLINE:

First Amendment – FCCC- HR ESE Career Catalyst – FY 2023-2024

Work Site Name: []

Total Weeks / Hours: []

Total hours authorized per week: []

Work Site contact person, phone number, and e-mail: []

Scheduled date of completion: []

SPECIFICS SKILLS TRAINING OUTLINE:

JOB TITLE AND DETAILED DESCRIPTION:



CONTRACTOR REFERRAL

Date of Referral: _____ Referred By: _____

Work Site Name: _____
Work Site Address: _____
Mailing Address (if different): _____
Work Site Supervisor: _____
Telephone: _____ Fax: _____
Email: _____
Participant Name: _____

Start Date: _____	End Date: _____
Participant Work Schedule: _____	
Total Hours per Week: _____	Not to Exceed 29 Hours per week

Work Site Agreement attached.

County of Santa Barbara Department of Social Services
JOBS Coordinators

Santa Maria

Steve Hernandez
(805) 614-1527
1410 S. Broadway
Santa Maria, CA 93454
sherna@countyofsb.org

Lompoc

AlRay Grossi
(805) 737-7050
1100 West Laurel Avenue
Lompoc, CA 93436
agrossi@countyofsb.org

Santa Barbara

Chana Ortiz
(805) 681-4407
234 Camino Del Remedio
Santa Barbara, CA 93117
cortiz3@countyofsb.org

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First Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Foundation for California Community Colleges**.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: *Sheila da Guerra*
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: *Das Williams*
Das Williams, Chair
Board of Supervisors
Date: 6-27-23

CONTRACTOR:

Foundation for California Community
Colleges

By: *Tim Aldinger*
Authorized Representative

Name: Tim Aldinger
Executive Director, Workforce
Title: Development

CONTRACTOR:

Foundation for California Community
Colleges

By: *Joseph Quintana*
Authorized Representative

Name: Joseph Quintana
Title: Chief Operating Officer

RECOMMENDED FOR APPROVAL:

Social Services

By: *Daniel Nelson*
Department Head

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: *Paul Lee*
Deputy County Counsel

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Management

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: *Gregory Milligan*
Risk Management

By: *Robert W. Gais IV*
Deputy