

**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 Groppetti, Operations Manager at phone number (805) 346-7116 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. *Annaliase 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	
Workers Compensation Insurance (8% estimated rate applied; will bill on actuals)	\$65,447.20
Payroll Taxes (11% rate applied)	\$89,989.90
Background Checks (\$22.50 per participant)	\$2,000.00
MVR Checks (\$2.00 per participant)	
Other (\$100 one time onboarding fee per participant) (~45)	\$4,500.00
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 JOB\$ TIER I WORK SITE Agreement, reviewed with me by the COUNTY JOB\$ 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 JOB\$ 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: Shirley daGuerra
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: DocuSigned by: Tim Aldinger
Authorized Representative

Name: Tim Aldinger
Executive Director, Workforce
Title: Development

CONTRACTOR:

Foundation for California Community Colleges

By: DocuSigned by: Joseph Quintana
Authorized Representative

Name: Joseph Quintana
Title: Chief Operating Officer

RECOMMENDED FOR APPROVAL:

Social Services

By: DocuSigned by: Daniel Melson
Department Head

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: DocuSigned by: Paul Lee
Deputy County Counsel

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Management

By: DocuSigned by: Gregory Milligan
Risk Management

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: DocuSigned by: Robert W Guis IV
Deputy