

Foundation for California Community Colleges, in partnership with the Department of Rehabilitation, shall support the 2020 Summer Training and Employment Program for Students (STEPS) project which will provide job preparation training, including job exploration, workplace readiness skills training, and work-based learning experiences, as well as summer work experience to students with disabilities. Foundation for California Community Colleges shall manage 2020 STEPS Grant Funds and shall provide comprehensive human resource and payroll services through its Career Catalyst program to County of Santa Barbara Workforce Development Board.

For the purposes of this Agreement the Foundation for California Community Colleges, a California non-profit 501(c)(3) corporation, is referred to as "FOUNDATION" and County of Santa Barbara Workforce Development Board is referred to as "CONTRACTOR". The term "SWD" shall refer to the individual participating in the STEPS and Career Catalyst program. By signing this Agreement, the parties acknowledge their acceptance of all the terms and conditions in this Agreement and any exhibits attached hereto (collectively the "Agreement").

The term of this Agreement is July 14, 2020 through April 30, 2021. The FOUNDATION at the end of the term has an option to renegotiate two (2), one (1) year extensions under the same terms and conditions based on funding availability.

The amount of this Agreement is \$ 500,000

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A	Scope of Work	Page 3
Exhibit B	Budget Detail & Payment Provisions	Page 5
Exhibit C	Terms and Conditions of Career Catalyst	Page 7
Exhibit D	Contract Certification Clauses	Page 12

THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: Sheila LaGuerra
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: Gregg Hart
Gregg Hart, Chair
Board of Supervisors

Date: 7-14-20

RECOMMENDED FOR APPROVAL:

Department of Social Services

By: David Wilson
Department Head

CONTRACTOR:

Foundation for California Community
Colleges

By: _____
Authorized Representative

Name: _____

Title: _____

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: Paul Lee
Paul Lee (Jun 27, 2020 08:25 PDT)
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: C. Schaffer
Deputy

APPROVED AS TO FORM:

Risk Management

By: Ray Stanford
Risk Management

THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Gregg Hart, Chair
Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Department of Social Services

By: _____
Department Head

CONTRACTOR:

Foundation for California Community
Colleges

By: 
Authorized Representative

Name: Joseph Quintana

Title: Chief Operating Officer

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

EXHIBIT A
SCOPE OF WORK

1. This Agreement is entered into by and between the Foundation for California Community Colleges, hereinafter referred to as the FOUNDATION, and County of Santa Barbara Workforce Development Board, hereinafter referred to as the CONTRACTOR, for the purpose of providing prevocational training and work experience services to students with disabilities in accordance with the Solicitation for Proposals for the 2020 STEPS Grant.

The FOUNDATION will distribute funds to CONTRACTOR for services rendered and serve as the official employer of record for all paid work experience conducted by CONTRACTOR, through its Career Catalyst service. As such, the FOUNDATION will provide comprehensive human resource and payroll services for all SWDs placed in a paid work experience.

2. The project representatives during the term of this Agreement will be:

FOUNDATION PROGRAM MANAGER (All Programmatic Issues):

Joshua Modlin
Director, Earn and Learn
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
916-325-1852
jmodlin@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

CONTRACTOR

County of Santa Barbara Workforce Development Board
Mr. Raymond McDonald
Executive Director
130 E. Ortega Street
Santa Barbara, CA 93101
805-681-4540
r.mcdonald@sbcsocialserv.org

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

Santa Barbara County – Department of Social Services
Attn: Contracts Unit
2125 South Centerpointe Parkway, Complex C
Santa María, CA 93455-1338
805-346-8362
t.beebe@sbcsocialserv.org

All notices shall be in writing and shall be emailed, personally delivered, certified mail, postage prepaid and return receipt requested, or by overnight courier service. Notice shall be deemed effective on the date emailed, personally

delivered, or if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service or overnight courier service.

3. Eligibility:

A. School Partners: public schools, private schools, adult schools, community colleges, registered home schools, public 4-year colleges/universities, and private 4-year colleges/universities.

B. Business Partners: private businesses of any size, non-profits, and public employers. Private businesses are preferred.

C. SWDs: an individual with a disability in a secondary, post-secondary, or other recognized educational program who:

- i. Is not younger than 16;
- ii. Is not older than 21 years;
- iii. Is eligible for, and receiving, special education or related services under Part B of the Individuals with Disabilities Education Act (20 U.S.C. 1411 et seq.); or,
- iv. Is an individual with a disability, for purposes of section 504(see 3.C.iv.a).
 - a. The Federal Education Section 504 Regulation defines a person with a disability as “any person who (i) has a physical or mental impairment which substantially limits one or more major life activities, (ii) has a record of such an impairment, or (iii) is regarded as having such an impairment.”

4. Workplace Readiness Training: Each participating SWD must receive up to forty (40) hours of job exploration and/or workplace readiness training.

5. Work Experience: Work experience must be provided to each SWD. Each SWD must receive up to 230 hours of work experience, paid at no less than \$13.00 per hour. If the local worksite city minimum wage is higher than \$13.00 per hour, participating SWDs must earn at least the higher, local minimum wage. If any given SWD is unable to complete all 230 hours of work experience, CONTRACTOR may move those remaining work experience hours to a different SWD. CONTRACTOR is required to verify that all participating SWDs have met all ‘right to work’ (is legally able to work in the United States) and ‘selective service’ requirements. FOUNDATION shall provide Employer of Record service for all CONTRACTOR’s SWDs completing paid work experience under this Agreement.

6. Monthly Progress Reports: CONTRACTOR must complete monthly progress reports, due the 10th of each month, beginning June 10, 2020. The progress reports will contain information on the grant activities of the prior month, including information on each SWD, their workplace readiness training, their work experience placements, the types and cost of any additional services provided, staffing costs, travel costs, and any additional WIOA program placements.

All reports must be submitted in the provided reporting template and must follow guidelines provided to CONTRACTOR. Monthly Progress Reports should be submitted to: FOUNDATION: Leti Shafer at lshafer@foundationccc.org

7. Allowable Costs: All costs for this grant must be direct service costs.

8. Final Grant Evaluation: At the conclusion of grant activities, CONTRACTOR is required to submit a Final Grant Evaluation Form, along with a two (2) page narrative summarizing grant activities.

9. Record Keeping Requirements: All 2020 STEPS Grant documents must be kept for a minimum of five (5) years.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Cost Reimbursement Agreement

This is a cost reimbursement agreement. The FOUNDATION shall hold all 2020 STEPS Grant Funds on behalf of CONTRACTOR and disburse the funds as appropriate to reimburse CONTRACTOR. The total amount of 2020 STEPS Grant Funds available for services performed under this Agreement shall not exceed \$500,000. FOUNDATION shall charge the fee described in Section 2.A of this EXHIBIT B of the Agreement. The total fee to be paid to FOUNDATION under this Agreement for its Employer of Record Services for Paid Work Experience shall be \$60,000 including applicable taxes. CONTRACTOR will be responsible for all costs (costs listed in Section 4 Project Budget as well as overtime and waiting time late fee costs covered by 2020 STEPS Grant Funds) not to exceed the maximum contract amount incurred by SWDs under this Agreement. If SWDs incur costs that exceed the contract value as a result of standard payroll, wages/taxes, overtime and waiting time late fee costs, CONTRACTOR shall compensate FOUNDATION through a contingency fund maintained by subcontractor (subcontractor's contingency fund capped at \$32,899). These costs include any cost the FOUNDATION is obligated to pay SWDs under state, local, or federal law. Under no circumstances can the FOUNDATION pay for services provided prior to the start date of the Agreement.

2. Invoicing and Payment

A. For Paid Work Experience (Career Catalyst Service):

- i. FOUNDATION will bill against CONTRACTOR's 2020 STEPS Grant Funds for paid work experience performed under the terms of this Agreement. This includes SWD's hourly rate, including any overtime, waiting time penalties, or premium payments owed to the SWD plus employer payroll taxes (Section 4 - Project Budget). The actual percentage for employer tax is determined based upon assigned workers compensation codes;
- ii. FOUNDATION will retain a \$600 flat fee for every \$5,000 awarded to CONTRACTOR by DOR (as listed in Section 4) perform employer-of-record and back office services.

B. For all other services satisfactorily rendered, and upon receipt and approval of the monthly progress reports/invoices, FOUNDATION agrees to reimburse CONTRACTOR for actual expenditures incurred in accordance with Section 4 of this Exhibit B, "Project Budget."

C. The total amount of 2020 STEPS Grant Funds available for services performed under this Agreement shall not exceed \$500,000. FOUNDATION reserves the right to reduce the amount of Grant Funds available to CONTRACTOR under this Agreement, in the event that FOUNDATION anticipates, in its sole discretion, that CONTRACTOR will be unable to spend down the full amount of Grant Funds, provided FOUNDATION first provides reasonable notice to CONTRACTOR that a reduction may occur.

D. Itemized invoices shall include the Agreement Number 00003410 and shall be submitted via email on a monthly basis on the 10th of each month to:

Leti Shafer
lshafer@foundationccc.org

Workforce Development
 1102 Q Street, Suite 4800
 Sacramento, CA 95811

3. Budget Contingency Clause

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program; and (2) sufficient funds are made available by the United States Government or by the State of California for the Fiscal Year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions established by the United States Government and/or the State of California, or any statute enacted by the Congress and Legislature, which may affect the provisions, terms or funding of the agreement in any manner. The parties mutually agree that if the Congress and/or Legislature do not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

4. Project Budget

Personnel	
Salaries	\$ 22,948.79
Fringe Benefits	\$ 13,099.98
Workplace Readiness Training Stipends (Optional)	
Stipends	\$ 10,000
Work Experience Wages & Taxes (Required)	
Total Wages	\$ 260,000
Total Taxes (20%)	\$ 52,000
Career Catalyst Flat Fee (Required)	
Flat Fee	\$ 60,000
Travel	
Mandatory Awardee Kick Off & Optional ETP Panel	\$ 2,000
Subcontractor	
Subcontractor Fees	\$ 79,951.23
Total	\$ 500,000

EXHIBIT C

TERMS AND CONDITIONS OF CAREER CATALYST PAID WORK EXPERIENCE PROGRAM

FOUNDATION shall provide to CONTRACTOR the services as set forth below. The term "SWD" shall refer to the individual participating in the Career Catalyst program and the term "WORK SITE" shall refer to the agency or business where the SWD will be placed, where SWD will perform his/her job duties. CONTRACTOR agrees to work closely with FOUNDATION staff and its partners in the performance of services and shall be available to FOUNDATION's staff and partners at all reasonable times. In providing such services to CONTRACTOR, FOUNDATION is not exercising any control over the wages, hours, or working conditions of any SWD. CONTRACTOR agrees and represents that FOUNDATION and CONTRACTOR are not acting as a joint employer with respect to the SWDs whom FOUNDATION employs during the period of this Agreement.

1. FOUNDATION Responsibilities

1.1. FOUNDATION shall assume responsibility as the employer of record for the SWDs.

1.2 FOUNDATION shall be responsible for payment of wages, as reported by CONTRACTOR, through the FOUNDATION's payroll, including making the appropriate deductions, withholdings, and premium payments under applicable federal, state, and local laws.

1.3 FOUNDATION shall be responsible for providing workers' compensation insurance coverage that covers the SWDs, as well as processing and defending all workers' compensation claims made by SWDs.

1.4 FOUNDATION shall be responsible for managing and tracking SWD leaves of absence, as may be required by law.

1.5 Upon CONTRACTOR's written request, FOUNDATION will conduct a background check for SWDs requested by CONTRACTOR for an additional fee.

2. FOUNDATION Representative

Human Resources and Payroll Inquiries:
Career Catalyst
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
Phone: 916-498-6749
Fax: 916-325-0844
lshafer@foundationccc.org

3. CONTRACTOR Responsibilities

3.1 CONTRACTOR shall subcontract the responsibility for the day-to-day control and supervision of SWDs and must provide SWD with supervision, training, and work assignments in accordance with the WORK SITE request and job description.

3.2 CONTRACTOR or its subcontractor shall allow for monitoring visits by representatives of the FOUNDATION and shall ensure that any WORK SITES will allow for monitoring visits by representatives of the FOUNDATION should the FOUNDATION elect to perform an inspection.

3.3 CONTRACTOR or its subcontractor will notify 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.

3.4 If SWDs will be working at WORK SITES not under the direction and control of CONTRACTOR, CONTRACTOR shall require subcontractor to have a signed "Work Site Agreement" (Attachment 1) with the WORK SITE. CONTRACTOR shall use a Work Site Agreement Template approved by the FOUNDATION. FOUNDATION in its sole discretion may deny placement of SWDs at any WORK SITE, if FOUNDATION deems the WORK SITE to be unsafe or non-compliant with state, local, or federal law.

3.5 Without the prior written agreement of FOUNDATION, CONTRACTOR shall require contractor to not entrust SWDS with the care of unattended premises, or unsupervised custody or control of cash, credit cards, valuables, or other similar property.

3.6 CONTRACTOR shall require that subcontractor ensure SWDs receive meal and rest breaks in compliance with both California law and the FOUNDATION's Policy and Procedures manual. CONTRACTOR agrees to accurately track and provide to FOUNDATION a time record for all hours worked by each SWD on a bi-weekly basis. The time record shall include all of the SWD's start and end times, as well as meal period and rest breaks. CONTRACTOR shall require its subcontractor be responsible for ensuring SWD's enter and approve accurate timesheets. Billed rates will be increased to reflect overtime hours worked, waiting time penalties, expedited delivery charges, and meal period premiums according to state or local law.

3.6.1 CONTRACTOR shall require its subcontractor to notify FOUNDATION at least 4 days in advance of subcontractor's request to terminate SWDs (includes when SWDs completes his or her work experience). CONTRACTOR shall require its subcontractor notify FOUNDATION immediately in the event a SWDs voluntary quits his or her work experience. FOUNDATION will bill against CONTRACTOR's 2020 STEPS Grant Funds retained by FOUNDATION, any payment made to SWDs for the costs of waiting time penalties, per Labor Code section 203, if CONTRACTOR or its subcontractor fails to notify FOUNDATION in accordance with this term.

3.6.2 In the event 2020 STEPS Grant Funds are not available, CONTRACTOR shall compensate FOUNDATION for payments made to SWDs for the costs of waiting time penalties through its subcontractor's contingency fund.

3.7 CONTRACTOR shall require the subcontractor ensure that SWDs who are under the age of 18 do not exceed 8 hours per day or 40 hours per week. If SWDs over the age of 18 do exceed 8 hours per day or 40 hours per week, FOUNDATION will bill against CONTRACTOR's 2020 STEPS Grant Funds, retained by FOUNDATION. CONTRACTOR shall require its subcontractor that no SWD exceeds **200 work experience hours** unless CONTRACTOR has received written consent from FOUNDATION permitting the SWD to exceed 200 hours of work experience. **This number cannot exceed 1000 hours per SWD per fiscal (July- June) year**, unless classified as a Student Assistant with CONTRACTOR and FOUNDATION approval.

3.7.1 In the event 2020 STEPS Grant Funds are not available, ~~subcontractor~~ CONTRACTOR through its subcontractor's contingency fund, shall compensate FOUNDATION for payments made to SWDs.

3.8 CONTRACTOR will provide FOUNDATION with detailed job descriptions for each SWD.

4. Compliance with Federal, State, and Local Laws

4.1 CONTRACTOR shall require that the subcontractor ensure that all legally required documents prior to SWDs start date including, but not limited to: SWD Form I-9s and work permits for SWDs under the age of 18.

4.2 CONTRACTOR shall require that the subcontractor ensure that WORK SITE provides a drug-free workplace, required by the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).

4.3 CONTRACTOR shall require that the subcontractor ensure 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 CONTRACTOR’s OSHA 300 logs.

4.4 CONTRACTOR shall require that the subcontractor 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 SWD.

5. Worker’s Compensation and Employment Claims

5.1 CONTRACTOR shall require subcontractor to immediately notify FOUNDATION of any injury and/or Workers’ Compensation Claims related to a SWD.

5.2 CONTRACTOR shall require subcontractor to promptly report to FOUNDATION any claims of harassment, discrimination, and/or claims of any violation of law governing the SWD’s employment, including allegations or reports of any irregularities or discrepancies by SWD.

5.3 CONTRACTOR shall require subcontractor to notify the FOUNDATION if a SWD will be allowed to operate any motor vehicle or heavy equipment at any time as part of his/her work/training activities. CONTRACTOR must secure FOUNDATION’s written approval prior to SWD’s use of motor vehicles or heavy equipment.

6. Indemnification.

6.1 FOUNDATION 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 FOUNDATION, its officers, employees, agents, subcontractors and representatives, in performance of the services under this Agreement.

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

7. General Terms

7.1 Captions and Interpretation. Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. Paragraph headings shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.

7.2 Assignment and Delegation. This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this Agreement in connection with a merger, acquisition, or sale transfer of substantially all of its assets. Any assignment not in accordance with this paragraph is void.

7.3 Anti-lobbying. FOUNDATION shall not use any part of the funds rendered for services to directly or indirectly pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a political candidate for public office or a Member of Congress, a jurisdiction, or an official of any government, or to favor, adopt, or oppose, by vote or otherwise, any legislation.

7.4 Non-Discrimination. FOUNDATION shall not discriminate in the provision of services, benefits, employment, facilities or otherwise because of race, color, ancestry, religion, creed, national origin, sex, age, sexual orientation, physical or mental disability, medical condition, marital status, denial of family care leave or on the basis of any other protected category as provided by federal, state and/or local laws. CONTRACTOR shall comply with applicable provisions of the Fair Employment and Housing Act (California Government Code §12990(a)-(f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et seq.)

7.5 Debarment and/or Suspension. CONTRACTOR shall comply with Executive Order 12549, Debarment and Suspension. CONTRACTOR represents and warrants that CONTRACTOR is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency or any California state department or agency.

7.6 Entire Agreement. This Agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between the parties regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this Agreement are hereby deemed rejected by FOUNDATION and shall not be of any effect or in any way binding upon FOUNDATION. To the extent that the terms and conditions of this Agreement conflict with, or are in any way inconsistent with, the terms and conditions of any exhibit hereto, the terms and conditions of this Agreement will prevail.

7.7 Modification of Agreement. This Agreement may be modified only by a written agreement dated subsequent to this Agreement and signed by authorized representatives of each party. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

7.8 Law to Govern; Venue. This Agreement is made under and will be governed by and construed in accordance with the laws of the State of California. Any litigation resulting from a dispute or claim arising under or relating to this Agreement shall be resolved in a state court in Santa Barbara, California or federal court in Los Angeles, California. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state court located in Santa Barbara, California and federal court in Los Angeles, California.

7.9 Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

7.10 Construction of Agreement. Both parties have participated in the negotiation and drafting of this Agreement. Therefore, the terms and conditions of this Agreement shall not be construed against either party as the drafting party.

7.11 Confidentiality. To the extent permitted by state law, CONTRACTOR shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in CONTRACTOR's assigned duties and for the benefit of FOUNDATION, any of FOUNDATION's Confidential Information, either during or after CONTRACTOR's relationship with FOUNDATION. Subject to applicable federal, state and local law, including but not limited to the Richard McKee Transparency Act of 2011, Confidential Information is to be broadly defined, and includes but may not be limited to all information that has or could have commercial value or other utility in the business in which FOUNDATION is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of FOUNDATION, whether or not such information is identified as Confidential Information by FOUNDATION. This paragraph shall survive the expiration or early termination of this Agreement.

7.12 Execution of this Agreement. The parties agree that this Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Agreement.

7.13 Authority to Bind. 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.

7.14 Severability. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve, as nearly as possible, the same economic effect as the original provision and the remainder of this Agreement will remain in full force and effect.

7.15 Non-waiver. The failure of either FOUNDATION or CONTRACTOR, whether purposeful or otherwise, to exercise in any instance any right, power or privilege (including but not limited to waiver) under this Agreement or under law of this Agreement shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by FOUNDATION or CONTRACTOR must be in writing.

7.16 Relationship of the Parties. Both parties are independent parties and this Agreement will not establish any relationship of partnership, joint venture, employment, agency or otherwise. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided in this Agreement.

7.17 Force Majeure. FOUNDATION shall not be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, terrorism, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of FOUNDATION.

7.18 Termination for Cause. Either party shall have the right to terminate this Agreement immediately should the other party be found to be in material breach of this Agreement. Should CONTRACTOR terminate this Agreement they shall no longer have access to the 2020 STEPS Grant Funds awarded under this Agreement.

7.19 Termination for Funding or Other Contingencies. It is mutually understood and agreed that if sufficient federal, state, local, or philanthropic funds are not appropriated for this Agreement, FOUNDATION shall have the right to terminate this Agreement within thirty (30) days' notice. In the event appropriate funding is not appropriated for this Agreement, FOUNDATION may propose an amendment to this Agreement for a reduced scope of services, any such amendment shall require mutual agreement of the parties. Further, CONTRACTOR acknowledges and

agrees that if the Department of Rehabilitation terminates its grant agreement with the FOUNDATION, FOUNDATION may terminate its Agreement with CONTRACTOR by providing thirty (30) days' notice. CONTRACTOR shall be reimbursed for costs incurred before termination of the Agreement.

EXHIBIT D

CONTRACT CERTIFICATION CLAUSES

CERTIFICATION

I, the official named below, **CERTIFY UNDER PENALTY OF PERJURY** that I am duly authorized to legally bind the prospective **CONTRACTOR** to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>CONTRACTOR/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** CONTRACTOR has, unless exempted, complied with the nondiscrimination program requirements (Gov. Code §12990 (a-f) and CCR, Title 2, Section 81-3) (Not applicable to public entities).

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and,
 - iv. Penalties that may be imposed upon employees for drug abuse violations.

 - c. Every employee who works on the proposed Agreement will:
 - i. Receive a copy of the company's drug-free workplace policy statement; and,
 - ii. Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement of both and CONTRACTOR may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the CONTRACTOR has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.).

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: CONTRACTOR certifies that no more than one (1) final un-appealable finding of contempt of court by a Federal court has been issued against CONTRACTOR within the immediately preceding two-year period because of CONTRACTOR's failure to comply with an order of a Federal court, which orders CONTRACTOR to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.).
4. SWEATFREE CODE OF CONDUCT:
 - a. All CONTRACTORs contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The CONTRACTOR further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov , and the Public Contract Code Section 6108.
 - b. The CONTRACTOR agrees to cooperate fully in providing reasonable access to the CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the CONTRACTOR's compliance with the requirements under paragraph (a).
5. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the CONTRACTOR certifies that CONTRACTOR is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California

1. CONFLICT OF INTEREST: CONTRACTOR needs to be aware of the following provisions regarding current or former state employees. If CONTRACTOR has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification. Current State Employees (Pub. Contract Code §10410)
 - 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 - 2) No officer or employee shall contract on his or her own behalf as an independent CONTRACTOR with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411)

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.
If CONTRACTOR violates any provisions of above paragraphs, such action by CONTRACTOR shall render this Agreement void. (Pub. Contract Code §10420).
Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment or preparatory time and payment for per diem. (Pub. Contract Code §10430 (e)).
2. LABOR CODE/WORKER'S COMPENSATION: CONTRACTOR needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and CONTRACTOR affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700).
3. AMERICANS WITH DISABILITIES ACT: CONTRACTOR assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.).
4. CONTRACTOR NAME CHANGE: An amendment is required to change the CONTRACTOR's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the Agreement.
6. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the CONTRACTOR shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
7. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all CONTRACTORS that are not another state agency or other governmental entity.

Attachment 1

Work Site Agreement

WORK SITE AGREEMENT

Between

[CUSTOMER/DIRECT SERVICE AGENCY]

And

[INSERT WORK SITE NAME]

The Agreement below describes the roles and responsibilities of both [CUSTOMER / “DIRECT SERVICE AGENCY”] herein after CUSTOMER and [WORK SITE] herein after WORK SITE, in relation to the placement of Career Catalyst Program PARTICIPANTS (“PARTICIPANTS”) placed at WORK SITE. PARTICIPANTS are employees of the Foundation for California Community Colleges (“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. FOUNDATION is compensated for these services under its agreement with [CUSTOMER].

1. WORK SITE Responsibilities

- 1.1 WORK SITE agrees to provide [PARTICIPANT names] (hereafter called “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 allow for monitoring visits by representatives of the FOUNDATION and CUSTOMER.
- 1.4 WORK SITE shall notify CUSTOMER 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.
- 1.5 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 FOUNDATION.
- 1.6 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 CUSTOMER 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. Billed rates will be increased to reflect overtime hours worked and meal period premiums according to state or local law.

- 1.7 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.
- 1.8 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.
- 1.9 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.
- 1.10 WORK SITE shall immediately notify CUSTOMER 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.

2. CUSTOMER Responsibilities

- 2.1 CUSTOMER 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 CUSTOMER will submit time sheets electronically if possible; otherwise, CUSTOMER will visit the WORK SITE to collect timesheets and submit for payroll processing or submit electronically as a preferred process.
- 2.3 In the event that PARTICIPANT is off-boarded, resigns, or is terminated, CUSTOMER shall notify FOUNDATION immediately, to avoid delays resulting in violations of California Labor Code.
- 2.4 CUSTOMER will provide case management services for the PARTICIPANTS, including managing all employment paperwork and on-boarding of PARTICIPANT.

3. Compliance with Federal, State, and Local Laws

- 3.1 PARTICIPANTS must complete all legally required documentation and provide valid documentation to CUSTOMER prior to beginning paid work experience at the WORK SITE.
- 3.2 WORK SITE shall ensure that PARTICIPANTS who are under the age of 18 do not exceed 8 hours per day or 40 hours per week. If PARTICIPANTS over the age of 18 do exceed 8 hours per day or 40 hours per week, WORK SITE will be responsible for payment of overtime to the PARTICIPANT. WORK SITE will ensure that no PARTICIPANT exceeds **X hours total**. This number cannot exceed 1000 hours per PARTICIPANT per year unless classified as a Student Assistant with CUSTOMER and FOUNDATION approval.
- 3.3 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.).

- 3.3 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 CUSTOMER’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.
- 3.4 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, Workforce Innovation and Opportunity Act (“WIOA”), and all other federal, state, and local laws and regulations governing the hiring or employment of PARTICIPANT.
 - 3.4.1 If the regulations promulgated pursuant to WIOA are amended or revised, it shall comply with them or will notify CUSTOMER within 30 days after promulgation of the amendments or revision that it cannot so conform.
- 3.5 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.
- 3.6 WORK SITE shall not participate in the Career Catalyst program if experiencing abnormal labor conditions such as strikes, lockouts, or layoffs and the work experience PARTICIPANT will dislocate or affect employment or promotional opportunities for the WORK SITE's current or laid-off employees.
- 3.7 WORK SITE and/or the PARTICIPANT shall not be involved in training activities, which assist, promote, or deter union organization.
- 3.8 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.
- 3.9 WORK SITE management shall inform CUSTOMER 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.
- 3.10 WORK SITE and CUSTOMER 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.
- 3.11 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 (CDC), the California Department of Public Health (CDPH), local county, or any other applicable government entity.

4. Term, Termination, Waiver, and Modification

- 4.1 The period of this Agreement is from [START DATE] – [END DATE] (“Term”).
- 4.2 CUSTOMER may, in its sole discretion, 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 or CUSTOMER’s best interest. The WORK SITE may terminate this Agreement for any reason, without penalty, upon 15 days written notice to CUSTOMER.

- 4.3 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

5. Worker's Compensation and Employment Claims

- 5.1 WORK SITE shall immediately notify CUSTOMER and FOUNDATION of any injury and/or Workers' Compensation Claims related to a PARTICIPANT.
- 5.2 WORK SITE shall promptly report to CUSTOMER 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.
- 5.3 WORK SITE must secure CUSTOMER and FOUNDATION's written approval prior to PARTICIPANT's use of motor vehicles or heavy equipment. CUSTOMER must also be in compliance with FOUNDATION's driving policy in the event that a PARTICIPANT uses such motor vehicles or heavy equipment during the course of the program.

6. Insurance and Indemnification

- 6.1 WORK SITE shall maintain insurance as listed below:
- i. 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 CUSTOMER and Foundation for California Community Colleges, its directors, officers, and employees as Additional Insureds.
 - ii. 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).
- 6.2 The WORK SITE shall indemnify and hold harmless CUSTOMER 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.
- 6.3 WORK SITE shall be liable for and shall indemnify, defend and hold both CUSTOMER 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. Notices

- 7.1 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:

CUSTOMER:

[INSERT INFORMATION]

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.

CUSTOMER/DIRECT SERVICE AGENCY

WORK SITE

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: _____

Print Name: _____

Title: _____

Date: _____

ATTACHMENT A to Job Site Agreement (if applicable)

TRAINING OUTLINE:

Job Site Name: []

Total Weeks / Hours: []

Total hours authorized per week: []

Hourly compensation: \$[]

Job Site contact person & phone number: []

Scheduled date of completion: []

SPECIFICS SKILLS TRAINING OUTLINE:

CORE SKILL COMPETENCIES/INDICATORS:

JOB TITLE AND DETAILED DESCRIPTION: