

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

**Santa Barbara County**  
Department of Social Services

***Third Amendment***

This is a *Third Amendment* (*Third 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 Human Resource Services, for the CalWORKs Expanded Subsidized Employment Program through Career Catalyst Services;

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

**WHEREAS**, on June 27, 2023, the COUNTY approved the First Amendment to the Agreement with CONTRACTOR to extend the initial term of the Agreement for one additional year from July 1, 2023 through June 30, 2024 (First Extension Period); and

**WHEREAS**, on June 25, 2024, the COUNTY approved the Second Amendment to the Agreement with CONTRACTOR to extend the initial term of the Agreement for one additional year from July 1, 2024 through June 30, 2025 (Second Extension Period); and

**WHEREAS**, the parties now desire to amend Agreement to extend the term for one additional year commencing on July 1, 2025 through June 30, 2026 (Third Extension Period).

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

*For the Third Extension Period*, CONTRACTOR shall commence performance on **July 1, 2025** and end performance upon completion, but no later than **June 30, 2026** unless otherwise directed by COUNTY or unless earlier terminated.

2. 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, **EXHIBIT B-2** for the period of July 1, 2023 through June 30, 2024, **EXHIBIT B-3** for the period of July 1, 2024 through June 30, 2025, and **EXHIBIT B-4** for the period of July 1, 2025 through June 30, 2026, 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.

3. Section 35, **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**, of the Agreement is amended to state in its entirety:

35. **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

A. Clean Air Act

1. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. CONTRACTOR agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the COUNTY, Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
3. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

B. Federal Water Pollution Control Act

1. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. CONTRACTOR agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the COUNTY, Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
3. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

4. Section 36, **MANDATORY DISCLOSURE**, of the Agreement is amended to state in its entirety:

36. **MANDATORY DISCLOSURE**

CONTRACTOR must promptly disclose to the COUNTY whenever it has credible evidence of a commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. §§ 3729-3733). The disclosure must be made in writing to COUNTY. In addition, CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at [www.sam.gov](http://www.sam.gov). Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.339 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

5. Section 37, **PROCUREMENT OF RECOVERED MATERIALS**, of the Agreement is amended to state in its entirety:

37. **PROCUREMENT OF RECOVERED MATERIALS**

- A. CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable,

consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- B. CONTRACTOR should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

- 6. Section 40, **DOMESTIC PREFERENCES FOR PROCUREMENTS**, of the Agreement is amended to state in its entirety:

40. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

- A. CONTRACTOR should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.
- B. For purposes of this section
  - 1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - 2. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

- 7. Section 41, **PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**, of the Agreement is amended to state in its entirety:

41. **PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

- A. CONTRACTOR is prohibited from obligating or expending loan or grant funds to:
  - 1. Procure or obtain covered telecommunications equipment or services;
  - 2. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
  - 3. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- B. As described in section 889 of [Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following:
  - 1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
  - 2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

3. Telecommunications or video surveillance services provided by such entities or using such equipment;
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;
- C. For the purposes of this section, “covered telecommunications equipment or services” also includes systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- D. In implementing the prohibition under section 889 of [Public Law 115-232](#), heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.
- E. CONTRACTOR certifies that it will comply with the prohibition on covered telecommunications equipment and services in this section. CONTRACTOR is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting grant funding and those provided upon submitting payment requests and financial reports.
- F. For additional information, see section 889 of [Public Law 115-232](#) and 2 C.F.R. § 200.471.

8. Section 42, **CONTRACTOR ASSURANCE FOR COMPLIANCE**, is added to the Agreement:

#### **42. CONTRACTOR ASSURANCE FOR COMPLIANCE**

CONTRACTOR agrees it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51, et seq., as amended; California Government Code Section 11135-11139.8, as amended; California Government Code Section 12940; California Government Code Section 4450; Title 22, California Code of Regulations Section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, sexual orientation, gender identity, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief, or other applicable protected basis be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and CONTRACTOR gives its assurance that it will immediately take any measures necessary to effectuate this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and CONTRACTOR hereby gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, will be prohibited.

CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized COUNTY, CDSS and/or federal

government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, COUNTY and CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.8, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

9. Section 44, **CONFIDENTIAL INFORMATION**, is added to the Agreement:

**44. CONFIDENTIAL INFORMATION**

CONTRACTOR shall safeguard confidential information in accordance with applicable law, including Welfare and Institutions Code section 10850, et seq., and California Department of Social Services Manual of Policies and Procedures Division 19.

10. Section V.B of EXHIBIT A, COUNTY Responsibilities, is amended to state in its entirety:

- 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 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). *Any revisions made to the Work Site Agreement Template that substantially or materially alter the terms and conditions of the Work Site Agreement must be approved in advance by CONTRACTOR prior to signature.*

11. Section V.F of EXHIBIT A, COUNTY Responsibilities, is amended to state in its entirety:

- 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. Prior to onboarding, CONTRACTOR may require COUNTY to complete a Participant Placement Intake Questionnaire ("PPIQ") for job placements in high risk industries and/or job duties that are considered high risk by CONTRACTOR. In such instances, CONTRACTOR may request COUNTY to provide additional documentation evidencing Worksite's safety procedures and training protocol to evaluate the placement. CONTRACTOR may, in its sole discretion, deny Participant placements in high risk industries or Participants from engaging in specified job duties where supporting documentation requested is deemed inadequate by CONTRACTOR. PPIQ forms can be found on Career Catalyst Community webpage (Accessible here: [https://foundationccc.my.site.com/CareerCatalyst/s/?language=en\\_US](https://foundationccc.my.site.com/CareerCatalyst/s/?language=en_US)) or in EXHIBIT E.

12. Section VIII. of EXHIBIT A, Performance Measures/Outcomes, is amended to state in its entirety:

1. Within one to three business days after receiving the *completed* intake form, participants are notified by email with a username and password to login to Workday and begin the onboarding process.
2. 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. *If a pre-employment screening is required for the position or requested by COUNTY, including a criminal background check and drug screen, CONTRACTOR shall conduct the screening. In such instances, COUNTY must submit a pre-employment screening request to CONTRACTOR prior to onboarding. For the avoidance of doubt, Participants shall only be subject to pre-employment screening when COUNTY or Worksite employees are also subject to pre-employment screening for the same or similar positions. The costs for a pre-employment screening will be charged to COUNTY as an additional fee. CONTRACTOR cannot accept pre-employment screening records from COUNTY or Worksite in lieu of conducting its own pre-employment screening.*
3. Process, complete, and issue participants' payroll timely based on FCCC's bi-weekly payment schedule.
4. Serve 100% of participants referred, estimated at 30 in the first year of contract (May 17, 2022 through June 30, 2022) 40 in the second year (July 1, 2022 through June 30, 2023), 35 for the third year (July 1, 2023 through June 30, 2024), 35 for the period of July 1, 2024 through June 30, 2025, *and 25 for the period of July 1, 2025 through June 30, 2026, subject to Section V.F of EXHIBIT A.*

13. 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, 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, a total contract amount, including cost reimbursements not to exceed **\$1,176,070.10** for the period of July 1, 2024 through June 30, 2025, *and a total contract amount, including cost reimbursements not to exceed \$951,053.05 for the period of July 1, 2025 through June 30, 2026.*

14. 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, **EXHIBIT B-2** (Line Item Budget) for the period of July 1, 2023 through June 30, 2024, **EXHIBIT B-3** (Line Item Budget) for the period of July 1, 2024 through June 30, 2025, *and EXHIBIT B-4 (Line Item Budget) for the period of July 1, 2025 through June 30, 2026.* Invoices submitted for payment that are based upon **EXHIBIT B-1, B-2, B-3, or B-4** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.

15. 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](mailto: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, B-2, B-3, or B-4** 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, B-2, B-3, or B-4**.

16. Add **EXHIBIT B-4**, Line Item Budget for Fiscal Year 2025/2026 as attached.

17. Exhibit D, Worksite Agreement and Contract Referral, amended as attached.

18. Add Exhibit E, Participant Placement In-Take Questionnaire as attached.

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

//  
//

Third Amendment to the Agreement between the **County of Santa Barbara** and **Foundation for California Community Colleges**.

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

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: \_\_\_\_\_  
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
Laura Capps, Chair  
Board of Supervisors

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

**CONTRACTOR:**

Foundation for California Community  
Colleges

By: \_\_\_\_\_  
Authorized Representative

Name: Joseph Quintana

Title: Chief Operating Officer

**RECOMMENDED FOR APPROVAL:**

Social Services

By: \_\_\_\_\_  
Department Head

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO FORM:**

Greg Milligan, ARM  
Risk Management

By: \_\_\_\_\_  
Risk Management

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By: \_\_\_\_\_  
Deputy



**EXHIBIT B-4**

**Line Item Budget  
For the Period of July 1, 2025 through June 30, 2026**

| <b>CAREER CATALYST BUDGET ESTIMATOR</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| <b>Our Services</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |               |
| <ul style="list-style-type: none"> <li>• Employment-related insurance costs</li> <li>• Unemployment claims</li> <li>• Leave management</li> <li>• Year-end tax reporting</li> <li>• Work readiness stipends (on request)</li> <li>• Employee onboarding and offboarding</li> <li>• Worker's compensation coverage and claim management</li> <li>• Online timekeeping</li> <li>• Payroll processing</li> <li>• Personnel and payroll recordkeeping</li> <li>• Pre-employment screening (on request)</li> </ul> |               |
| <b>INSTRUCTIONS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |               |
| Insert the number of participants, hourly rate, and total work experience hours in the highlighted cells to calculate your program total.                                                                                                                                                                                                                                                                                                                                                                     |               |
| <b>PRICING</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |               |
| <b>Number of Regular Participants</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 20            |
| <b>Number of Healthcare Participants</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 5             |
| <b>Hourly Rate for Regular Participants</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$ 16.50      |
| <b>Hourly Rate for Healthcare Participants</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$ 21.00      |
| <b>Total Hours per Participant</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 1508          |
| <b>Total Wages for Regular Participants</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$ 497,640.00 |
| <b>Total Wages for Healthcare Participants</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$ 158,340.00 |
| <b>Total Wages for All Participants<br/>(20 x \$16.50/hour x up to 1508 hours) +<br/>(5 x \$21/hour x up to 1508 hours)</b>                                                                                                                                                                                                                                                                                                                                                                                   | \$ 655,980.00 |
| <b>Payroll Taxes</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$ 72,157.80  |
| <b>Workers' Compensation Insurance*</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$ 52,478.40  |
| <b>Total Wages &amp; Taxes</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$ 780,616.20 |
| <b>Background Check and MVR check (average of \$34 total per participant)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$ 850.00     |
| <b>Sick Time (40 hours per employee for 25 employees, paid at their respective pay rate)</b>                                                                                                                                                                                                                                                                                                                                                                                                                  | \$17,400      |
| <b>18.8% Indirect Rate (applied to direct services, less onboarding fee)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$ 150,186.85 |
| <b>\$100 onboarding fee**</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$ 2,000.00   |
| <b>Program Total</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$ 951,053.05 |

\*Variable Cost

\*\*Onboarding fee is a one time fee invoiced at time of hire

- 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, B-2, B-3, or B-4 (Line Item Budget)). The Participant's estimated hourly

pay rate is \$15.00 for the period of May 17, 2022 through December 31, 2022, \$15.50 for the period of January 1, 2023 through June 30, 2024, \$16.00 for the period of January 1, 2024 through June 30, 2025, *and \$16.50 for the period of July 1, 2025 through June 30, 2026*. 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 \$34.00 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 onboarding 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.

Budget Item D, Line 1: COUNTY is billed for an indirect cost *recovery* rate of 18.8% to cover *indirect costs* associated with facilitating the Employer of Record Services, *except for one-time onboarding fees*. *CONTRACTOR's indirect rate has been approved by the federal government through CONTRACTOR's Negotiated Indirect Cost Rate Agreement (NICRA)*.

- e. 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.