

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Goodwill Industries of Ventura and Santa Barbara Counties with an address at 130 Lombard Street, Oxnard, CA 93030 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

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

1. DESIGNATED REPRESENTATIVE

Raymond L. McDonald at phone number (805) 681-4453 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Laura Kistner at phone number (805)981-0130 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

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

To COUNTY: Ray McDonald, Executive Director, Workforce Development Board
234 Camino Del Remedio, Santa Barbara, CA 93110.
R.McDonald@sbcsocialserv.org

To CONTRACTOR: Laura Kistner, Sr. Director of Workforce Services
Goodwill Industries of Ventura and Santa Barbara Counties,
130 Lombard Street, Oxnard, CA 93030
lkistner@goodwillvsb.org

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

3. SCOPE OF SERVICES

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

4. TERM

CONTRACTOR shall commence performance on July 14, 2020 and end performance upon completion, but no later than April 30, 2021 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.

5. COMPENSATION OF CONTRACTOR

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

6. INDEPENDENT CONTRACTOR

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

7. STANDARD OF PERFORMANCE

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

8. DEBARMENT AND SUSPENSION

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

9. TAXES

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

10. CONFLICT OF INTEREST

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

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

12. NO PUBLICITY OR ENDORSEMENT

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

13. COUNTY PROPERTY AND INFORMATION

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

14. RECORDS, AUDIT, AND REVIEW

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

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

15. INDEMNIFICATION AND INSURANCE

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

16. NONDISCRIMINATION

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

17. NONEXCLUSIVE AGREEMENT

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

18. NON-ASSIGNMENT

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

19. TERMINATION

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

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

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

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

20. **SECTION HEADINGS**

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

21. **SEVERABILITY**

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

22. REMEDIES NOT EXCLUSIVE

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

23. TIME IS OF THE ESSENCE

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

24. NO WAIVER OF DEFAULT

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

25. ENTIRE AGREEMENT AND AMENDMENT

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

26. SUCCESSORS AND ASSIGNS

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

27. COMPLIANCE WITH LAW

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

28. CALIFORNIA LAW AND JURISDICTION

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

29. EXECUTION OF COUNTERPARTS

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

30. AUTHORITY

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

31. SURVIVAL

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

32. PRECEDENCE

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

33. STATE ENERGY CONSERVATION PLAN

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

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

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

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

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

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

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

35. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

36. MANDATORY DISCLOSURE

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

37. SUBAWARD

CONTRACTOR shall comply with the requirements of 2 CFR Part 200 and 2900, and title 34 of the Code of Federal Regulations part 74 which are hereby incorporated by reference in this Agreement.

38. PROCUREMENT OF RECOVERED MATERIALS

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

39. EXHIBIT D, GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS FOR WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

EXHIBIT D is incorporated by reference and made a part of this Agreement.


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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Goodwill Industries of Ventura and Santa Barbara Counties**.

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: 
Gregg Hart, Chair
Board of Supervisors

Date: 7-14-20

RECOMMENDED FOR APPROVAL:

Department of Social Services

By: 
Department Head
Daniel Nielson

CONTRACTOR:

Goodwill Industries of Ventura and Santa
Barbara Counties

By: _____
Authorized Representative
Name: Laura Kistner
Title: _____

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

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

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Agreement for Services of Independent Contractor between the **County of Santa Barbara and Goodwill Industries of Ventura and Santa Barbara Counties.**

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Gregg Hart, Chair
Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Department of Social Services

CONTRACTOR:

Goodwill Industries of Ventura and Santa
Barbara Counties

By: _____
Department Head
Daniel Nielson

By: 
Authorized Representative

Name: Laura Kistner

Title: Sr. Director of Workforce Services

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

EXHIBIT A

STATEMENT OF WORK Summer Training and Employment Program for Students

This Statement of Work (SOW) is made by and between the COUNTY and CONTRACTOR to provide the services specified herein. Attachment 2 contains terms and definitions applicable to the Agreement, and is incorporated here by reference.

I. **Background – Workforce Innovation and Opportunity Act (WIOA)**

The Workforce Innovation and Opportunity Act was signed into law on July 22, 2014. It supersedes the Workforce Investment Act of 1998 taking effect July 1, 2015 with the goal of providing youth access to employment, education, training and support services to succeed in the labor market and to match employers with skilled workers they need to compete in a global economy. Section 2 of the Act describes the objectives of the legislation:

The purposes of the WIOA are the following:

- A. To increase, for individuals in the United States, particularly those individuals with barriers to employment, access to and opportunities for the employment, education, training, and support services they need to succeed in the labor market.
- B. To support the alignment of workforce investment, education, and economic development systems in support of a comprehensive, accessible, and high-quality workforce development system in the United States.
- C. To improve the quality and labor market relevance of workforce investment, education, and economic development efforts to provide America's workers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages and to provide America's employers with the skilled workers the employers need to succeed in a global economy.
- D. To promote improvement in the structure of and delivery of services through the United States workforce development system to better address the employment and skill needs of workers, jobseekers, and employers.
- E. To increase the prosperity of workers and employers in the United States, the economic growth of communities, regions, and States, and the global competitiveness of the United States.
- F. For purposes of subtitle A and B of title I, to provide workforce investment activities, through statewide and local workforce development systems, that increase the employment, retention, and earnings of youth, and increase attainment of recognized postsecondary credentials by youth, and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet the skill requirements of employers, and enhance the productivity and competitiveness of the Nation.

II. Target Population

Students with Disabilities (SWD) residing in Santa Barbara County and determined to be eligible to participate in the Summer Training and Employment Program for Students (STEPS). Those participating in STEPS shall be referred to as "Participants."

A. Eligible Participants shall include:

1. 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."

III. Duties and Responsibilities

A. CONTRACTOR shall:

1. Provide Program Coordination, Recruitment and Case Management:
 - i. Coordinate and deliver STEPS services and ensure Participant is provided with all STEPS services (Job Preparation Training services, supportive services and Work Experience listed below)
 - ii. Recruit In-School Youth eligible Participants;
 - iii. Determine initial eligibility for Participants to STEPS;
 - iv. Enroll and case manage eligible Participants.
2. Provide Participants 40 hours of Job Preparation Training, which shall include:
 - i. Job Exploration:
 - a. Understanding the local labor market;
 - b. Work-site tours to learn about necessary job skills;
 - c. Job shadowing;
 - d. Informational interviews to research employers.
 - ii. Workplace Readiness Skills Training:
 - a. Understanding employer expectations;
 - b. Learning how to search and apply for jobs;
 - c. Learning about ways to get to work;
 - d. Training on "soft" skills necessary for employment.

- iii. \$100 stipend to Participants for completion of 40 hours of Job Preparation Training.
3. Provide Work Experience Coordination, which shall include:
- i. Recruiting businesses for WORK SITE;
 - ii. Obtain signed Work Experience Site agreement (Attachment 1) from each business before Participant begins Work Experience;
 - iii. Coordinate on-boarding process with Foundation of California Community Colleges (FOUNDATION);
 - iv. Screen WORK SITES and Participants to ensure successful placement by evaluating WORK SITES and their needs and place Participants at Work Experience Sites based on Participants' interests and skills;
 - v. Prepare and coach Participants for Work Experience;
 - vi. Follow-up with WORK SITE once every two weeks once Participants are placed to ensure successful Work Experience placement, and ensure Participants are performing satisfactorily;
 - vii. Coordinate timecard collection and approval from WORK SITES and provide timecards to Santa Barbara County Workforce Development Board (WDB) for review and approval every two weeks;
 - viii. In coordination with FOUNDATION, coordinate and perform on and off-boarding of Participants;
 - ix. Provide Participant with supervision and coaching in accordance with the WORK SITE request and job description;
 - x. Promptly notify FOUNDATION and WDB of any injury suffered by Participant and/or Workers' Compensation Claims during the Participant's employment at WORK SITE;
 - xi. Promptly notify FOUNDATION and WDB 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;
 - xii. Certify that Participant shall not operate any motor vehicle at any time as part of his/her work/training activities;
 - xiii. Certify that all WORK SITE shall provide a drug-free workplace, required by the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).
4. Assist WDB with the coordination of other services, which shall include:
- i. Recruiting local businesses as to engage them in order to increase the number of WORK SITE's for STEPS.
 - ii. Youth summit, which is a yearly youth conference featuring youth speakers and workforce presentations. Assist as part of the planning committee, and promoting event with business and participant part of the STEPS program.
 - iii. Job and Career Fairs, yearly tabling event where participants can meet employers face to face in order to find employment. Assist as part of the planning committee, and promoting event with business and participant part of the STEPS program.

5. CONTRACTOR shall have the responsibility for the day-to-day control and supervision of Participants which shall provide Participants with supervision, training, and work assignments in accordance with the WORK SITE request and job description.
6. CONTRACTOR shall allow for monitoring visits by representatives of the WDB and FOUNDATION and shall ensure that any WORK SITES will allow for monitoring visits by representatives of the WDB and FOUNDATION should the WDB and FOUNDATION elect to perform an inspection.
7. CONTRACTOR will notify WDB 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.
8. If Participants will be working at WORK SITES not under the direction and control of CONTRACTOR, CONTRACTOR shall have a signed "Work Site Agreement" 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 Participants at any WORK SITE, if FOUNDATION deems the WORK SITE to be unsafe or non-compliant with state, local, or federal law.
9. Without the prior written agreement of FOUNDATION, CONTRACTOR shall be required to not entrust Participants with the care of unattended premises, or unsupervised custody or control of cash, credit cards, valuables, or other similar property.
10. CONTRACTOR shall ensure Participants 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 WDB 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. CONTRACTOR will be responsible for ensuring Participants enter and approve accurate timesheets. Billed rates to WDB from FOUNDATION, will be increased to reflect overtime hours worked, waiting time penalties, expedited delivery charges, and meal period premiums according to state or local law.
 - i. CONTRACTOR shall work with WORK SITE to submit requests to terminate Participants. CONTRACTOR, in coordination with WORK SITE, shall notify FOUNDATION and WDB at least 4 days in advance of the requested termination date (includes when Participants completes his or her Work Experience). CONTRACTOR shall also notify WDB and FOUNDATION immediately in the event a Participant voluntarily quits his or her Work Experience. FOUNDATION will bill against COUNTY's 2020 STEPS Grant Funds retained by FOUNDATION, any payment made to Participants for the costs of waiting time penalties, per Labor Code section 203, if CONTRACTOR fails to notify FOUNDATION in accordance with this term.
 - ii. In the event 2020 STEPS Grant Funds are not available, CONTRACTOR shall be responsible for compensating COUNTY for payments made to Participants for the costs of waiting time penalties per Labor Code section 203 by using the contingency funds listed on EXHIBIT B-1.

11. CONTRACTOR, in coordination with WORK SITES, shall ensure that Participants who are under the age of 18 do not exceed 8 hours per day or 40 Work Experience hours per week. If a Participant exceeds 8 hours per day or 40 hours per week, FOUNDATION will bill against COUNTY's 2020 STEPS Grant Funds, retained by FOUNDATION. CONTRACTOR will ensure that no Participant exceeds 200 Work Experience hours unless CONTRACTOR has received written consent from FOUNDATION permitting the Participant to exceed 200 hours of Work Experience. This number cannot exceed 1000 hours per Participant per fiscal (July- June) year, unless classified as a Student Assistant with CONTRACTOR and FOUNDATION approval.
 - i. In the event 2020 STEPS Grant Funds are not available, CONTRACTOR shall be responsible for compensating COUNTY for payments made to Participants by using the contingency funds listed in EXHIBIT B-1.
12. CONTRACTOR will provide WDB and FOUNDATION with detailed job descriptions for each SWD.
13. CONTRACTOR shall ensure WORK SITE certify and comply with Federal, State, and Local Labor Laws. This provision shall apply to CONTRACTOR if also acting as a WORK SITE.
 - i. CONTRACTOR must ensure all legally required documents will be provided prior to Participants start date including, but not limited to: Participant Form I-9s and work permits for Participants under the age of 18.
 - ii. CONTRACTOR shall 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.).
 - iii. CONTRACTOR shall 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.
 - iv. CONTRACTOR 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.
14. Worker's Compensation and Employment Claims
 - i. CONTRACTOR shall immediately notify WDB and FOUNDATION of any injury and/or Workers' Compensation Claims related to a Participant.
 - ii. CONTRACTOR shall promptly report to WDB 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.
 - iii. CONTRACTOR shall notify the WDB and FOUNDATION if a Participant 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 WDB and FOUNDATION's written approval prior to Participant's use of motor vehicles or heavy equipment.

B. WDB shall:

1. Conduct weekly check-ins and monthly meetings with CONTRACTOR;
2. Serve as the intermediary between the FOUNDATION and CONTRACTOR, in the provision of the Work Experience for STEPS.
3. Provide technical assistance and guidance in regards to STEPS rules and regulations.

IV. Facilities

A. CONTRACTOR shall:

1. Provide services outlined in the SOW at the CONTRACTOR's facilities located at:
Santa Maria: 210 E Enos Drive, Santa Maria, CA 93454
Lompoc: 1009 N H St., Lompoc, CA 93436
Santa Barbara: 302 W. Carrillo St, Santa Barbara 93101
2. Be responsible for following all policies, including but not limited to those dealing with professional conduct, confidentiality and Private Client Information (PCI), and equal opportunity policies and procedures.

V. Reporting Requirements:

A. CONTRACTOR SHALL:

1. Provide monthly reports by the 10th of the month to begin August 10th, 2020 to WDB assigned staff, corresponding to fiscal year quarters. The monthly reports shall detail activities conducted by CONTRACTOR, including:
 - i. Program Coordination
 - a. List of Participants enrolled in STEPS.
 - b. Job Preparation Training
 - i. Sign-in sheets for job readiness activities completed by Participants.
 - c. Stipend Report
 - i. Report identifying Participant names receiving stipends.
 - d. Work Experience Coordination
 - i. WORK SITES located and secured;
 - ii. Names of Participants placed in Work Experience, along with name of WORK SITE and Work Experience contact information; and
 - iii. Evaluations of how the Participants are performing at WORK SITE.

- ii. At the end of contract term, provide report containing:
 - a. In-Kind Contribution
 - i. Report outlining all in-kind contributions including receipts for Incentives provided;
 - ii. Time sheets for staff providing administrative support; and
 - iii. Staff mileage and other in-kind contributions to be provided.
 - b. Participants who received pre-vocational training
 - c. WIOA program placements

B. WDB shall:

- 1. Be responsible for collecting and reporting data related to program outputs and outcomes to FOUNDATION and California Department of Rehabilitation (DOR).

VI. Performance Measures/Outcomes:

A. CONTRACTOR shall meet the following STEPS performance measures:

- 1. Serve 100 Participants.
- 2. Ensure all 100 participants receive Job Preparation Training to include:
- 3. Recruit 75 local businesses for WORK SITES.
- 4. Provide 100 Participants with 200 hours of full or part time Work Experience paid at no less than \$13.00 per hour.
- 5. Co-enroll 20 Participants in the WIOA Title I Programs.

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EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **89,951.23**.
- B. CONTRACTOR will be responsible for costs (listed in EXHIBIT B-1) as well as overtime and waiting time late fee costs not covered by 2020 STEPS Grant Funds. If Participants incur costs that exceed the contract value as a result of standard payroll, wages/taxes, overtime and waiting time late fee costs, CONTRACTOR shall be responsible for those costs. These costs include any cost the FOUNDATION is obligated to pay Participants under state, local, or federal law.
- C. The funds provided under this Agreement shall be solely used for the services described in this Agreement and shall not be used for services under any other Agreement for Services of Independent Contractor with CONTRACTOR.
- D. The Agreement is subject to the availability of applicable federal funding from FOUNDATION and DOR. If FOUNDATION or DOR do not make available sufficient funds to fund contracts, the COUNTY may terminate and/or reduce funding of this Agreement in full or in part, at any time during the Agreement period.
- E. 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. Invoices shall be submitted based upon the costs, expenses, overhead charges, timesheets, hourly rates, and task description log for personnel, as defined in EXHIBIT B-1 (Line Item Budget and Narrative). Invoices submitted for payment that are based upon EXHIBIT B-1 must contain sufficient detail to enable an audit of the charges and provide supporting documentation.
- F. Monthly by the 30th, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 90 days of receipt of correct and complete invoices or claims from CONTRACTOR. All corrections shall be made no later than 60 days upon the initial receipt of invoice. COUNTY shall initiate payment process with adjustments if corrections are not received during this period of time.
- G. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- H. Tracking of Expenses: CONTRACTOR shall inform COUNTY when seventy-five percent (75%) of Maximum Agreement Amount has been incurred based upon CONTRACTOR'S own billing records. CONTRACTOR shall send such notice to those persons and addresses which are set forth in the Agreement, Section 2 (NOTICES).
- I. During the term of this Agreement, COUNTY will evaluate whether CONTRACTOR is making sufficient progress in spending funds provided by this Agreement to deliver services to Participants. COUNTY may recapture unexpended funds so as to redirect the spending of those unexpended funds to accomplish timely

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use of the funds. COUNTY may also reduce the overall budget for the Agreement. Such recaptures and budget reductions will not require an amendment to this Agreement.

- J. Budget Variances: CONTRACTOR shall obtain the expressed written consent from the COUNTY DESIGNATED REPRESENTATIVE for any variation of the line item amounts set forth in the Line Item Budget. In no event shall the overall budget amount be exceeded without a formal written amendment to the Agreement.
- K. Line Item Budget Additions: CONTRACTOR shall obtain the expressed written consent from the DESIGNATED REPRESENTATIVE for any additions to the line item categories and/or associated costs set forth in the Line Item Budget detailed in EXHIBIT B-1. Requests shall be considered only if funding is available and transferable from other line items per Section H. In no event shall the overall budget amount be exceeded without a formal written amendment to the Agreement.
- L. CONTRACTOR is subject to the Uniform Guidance and applicable provisions of the Federal Acquisition Requirements (FAR). The Uniform Guidance provides fiscal and administrative guidance for the administration of the WIOA program, including specific requirements for purchasing goods or services as related to equipment. The intent is to ensure that purchases of goods or services are approved and performed through fair and open competition. Procurement of Equipment and Related Services, WSD 17-18.
- M. Six-Month Billing Limit: Unless otherwise determined by state or federal regulations all original invoices under this Agreement must be received by COUNTY within six (6) months from the date of service to avoid possible payment reduction or denial for late billing.
- N. Compliance with Law: CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regards to this Agreement. The judgment of any court of competent jurisdiction or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, where COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.
- O. Monitoring/Audit Exceptions and Disallowed Costs: CONTRACTOR shall be subject to monitoring reviews that cover all fiscal and programmatic terms and conditions of the Agreement and/or prescribed by the State, including cost allocation methodologies. Except to the extent that the State and/or the COUNTY determines it will assume liability, CONTRACTOR shall be liable for and shall repay, to the COUNTY, any amount for recoupment of audit exceptions and disallowances of disallowed costs. Such repayment shall be from funds other than those received under this Agreement.

EXHIBIT B-1

Line Item Budget and Narrative

STEPS 2020			
Organization:	Goodwill Industries of Ventura and Santa Barbara Counties		
I. OPERATING COSTS			
A. WAGES AND FRINGES	Salary and fringe	% Allocated to Contract	Total Cost to Contract
Position Title			
Case Manager Santa Maria	\$49,504.00	90%	\$44,554.00
Case Manager Lompoc	\$49,504.00	50%	\$24,752.00
Case Manager Santa Barbara	\$49,504.00	10%	\$4,950.00
Admin/Billing	\$58,240.00	5%	\$2,912.00
			\$ -
Subtotal Wages & Fringes			\$77,168.00
B. OTHER OPERATING			
Advertising			
Audit			
Copying/Printing			
Dues/Membership			
Equipment Lease/Purchase/Maintenance			
Facilities Rent/Maintenance			
Insurance			
Legal Fees			
Meeting Room Rental			
Misc. (License, Tax, Other Fees)			
Postage			
Publications			
Staff Development			
Staff Travel			\$2,783.23
Supplies (Not Testing)			
Telephone/Communication			
Utilities			
Other (Specify in narrative)			
Subtotal Other Operating			
Subtotal Operating			
C. DIRECT JOB SEEKER COSTS			
Work Experience			\$0.00
Training			\$0.00
Supportive Services			\$0.00
Other (Specify in narrative)	stipends @ \$100 ea.		\$10,000.00

Subtotal Direct Job Seeker Costs			\$10,000.00
D. INDIRECT COSTS			\$ -
E. PROFIT			\$ -
TOTAL BUDGET			\$89,951.23

Line Item Budget and Narrative

I. Operating Costs:

A. **WAGES AND FRINGE** – wages and benefits of CONTRACTOR staff providing direct services. Benefits include: Federal Insurance Contributions (FICA), Federal and State unemployment, medical (medical/dental/life insurance), and workers' compensation.

B. OTHER OPERATING EXPENSES

The following costs represent program operations expenses.

- i. Advertising: This is not included in proposed budget.
- ii. Audit: This is not included in proposed budget.
- iii. Copying/Printing: This is not included in proposed budget.
- iv. Dues/Memberships: This is not included in proposed budget.
- v. Equipment (Lease/Purchase/Maintenance): This is not included in proposed budget.
- vi. Facilities Rent/Maintenance: This is not included in budget.
- vii. Insurance: This is not included in proposed budget.
- viii. Legal Fees: This is not included in proposed budget.
- ix. Meeting Room Rental: This is not included in proposed budget.
- x. Miscellaneous (License, Tax, Other Fees): This is not included in proposed budget.
- xi. Postage: This is not included in proposed budget.
- xii. Publications: This is not included in budget.
- xiii. Staff Development: Additional staff education and seminars are budgeted at \$200.00.
- xiv. Staff Travel:
 - a. Travel to conferences and other trainings is allowable with prior approval from COUNTY. The conference and other training must be related to program in order to be claimed as a direct cost. Any general administration should be claimed as an indirect cost. See 2 CFR Part 200.413 (direct costs), 2 CFR Part 200.474, (travel costs), and 2 CFR Part 200.472 (training and education costs).
 - b. Out-of-State Travel: Prior approval from COUNTY is required for out-of-state travel.
 - c. Mileage: Travel mileage is allowable for the staff who needs to travel throughout the region to meet with Participants, partners, and businesses. Mileage reimbursement must be at the approved federal rate for mileage reimbursement. Mileage rates are subject to change for each calendar year.
- xv. Supplies (Not Testing): This is not included in budget.
- xvi. Telephone/Communications: This is not included in budget.
- xvii. Computer/Technology: This is not included in budget.
- xviii. Other – Employee Background Checks, onboarding requirements and other expenses - not included in budget.
- xix. Other – Networking: This is not included in proposed budget.

C. DIRECT JOB SEEKER

- i. Work Experience: cost not included in budget.
- ii. Training: Cost not included in budget.
- iii. Supportive Services: cost not included in budget.

iv. Other: Stipends. Cost for Participant stipends after the completion of the Job Preparation Training at \$100 per Participant.

D. INDIRECT COST

Not included in budget.

E. PROFIT

Not included in budget.

2. CONTRACTOR shall establish a contingency fund in the amount of \$32,889:

A. Contingency funds shall be used to fund any payments to COUNTY for the following circumstances:

- i. Payment of standard payroll and wages/taxes if 2020 STEPS Grant Fund is unavailable or has been expended.
- ii. Waiting time penalties if CONTRACTOR fails to notify FOUNDATION and WDB four (4) days in advance of the request to terminate Participant.
- iii. Payment of overtime if Participant exceeds 8 hours per day or 40 hours per week.

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

B. Other Insurance Provisions

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

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

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

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

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

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

EXHIBIT D

GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS WORKFORCE INNOVATION AND OPPORTUNITY ACT

The following applies to all programs and/or projects funded under the Workforce Innovation and Opportunity Act (WIOA) conducted by **Goodwill Industries of Ventura and Santa Barbara Counties**, which is hereinafter referred to as "CONTRACTOR".

1. COMPLIANCE

In performance of this Agreement, CONTRACTOR will fully comply with:

- A. The provisions of the Workforce Innovation and Opportunity Act (WIOA) of 2014; the Office of Management and Budget (OMB) Uniform Administrative Requirements, Allowable Costs, Cost Principles, and Audit Requirements for Federal Awards, Final Rule at 2 Code of Federal Regulations (CFR), Chapter I and Chapter II, Part 200, et al (hereafter referred to as Uniform Guidance 2 CFR Part 200); and the Department of Labor's (DOL) exceptions at 2 CFR Chapter II, Part 2900, et al. (hereafter referred to as DOL Exceptions 2 CFR Part 2900); title 34 of the Code of Federal Regulations parts 74; and all regulations, legislation, directives, policies, procedures and amendments issued pursuant thereto.
- B. All State legislation and regulations to the extent permitted by Federal law and all policies, directives and/or procedures, which implement the WIOA.
- C. The provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to DOL job training programs.
- D. CONTRACTOR will ensure diligence in managing programs under this Agreement, including performing appropriate monitoring of its activities and taking prompt corrective action against known violations of the WIOA. CONTRACTOR agrees to conform to the provisions of the WIOA and the contract requirements as referenced in Uniform Guidance 2 CFR Part 200, Appendix II and DOL Exceptions 2 CFR Part 2900, Appendix II to Part 200; and title 34 of the Code of Federal Regulations parts 74

2. CERTIFICATIONS / ASSURANCES

Except as otherwise indicated, the following certifications apply to all CONTRACTORS.

- A. **Corporate Registration:** CONTRACTOR, if it is a corporation, certifies it is registered with the Secretary of State of California.
- B. **American's Disabilities Act (ADA):** CONTRACTOR agrees to comply with the American's 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.)
- C. **False Claims Act:** CONTRACTOR, by signing this Agreement, agrees to assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets. CONTRACTOR shall assure that all annual, final fiscal reports, monthly claims, invoices, and vouchers, it submits for the purpose of requesting payment will include a certification, signed by an official who is authorized to legally bind CONTRACTOR, which reads as follows: "By

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signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.” (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

- D. **Authority to Bind CONTRACTOR:** CONTRACTOR shall furnish the WDB in writing, a list of persons authorized to execute on behalf of CONTRACTOR: Agreements, modifications to Agreements, invoices or other documents as may be required by the WDB.
- E. **Sectarian Activities:** CONTRACTOR certifies that this Agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- F. **National Labor Relations Board:** CONTRACTOR (if not a public entity), by signing this Agreement, does swear under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal court has been issued against CONTRACTOR within the immediately preceding two-year period because of the 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 (PCC10296).
- G. **Prior Findings:** CONTRACTOR by signing this Agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous Agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of the final finding and determination, including repayment of debts.
- H. **Drug-Free Workplace Certification:** By signing this Agreement, CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that 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:
 - 1. 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.
 - 2. 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.
 - 3. Every CONTRACTOR employee who works on this Agreement will:
 - i. Receive a copy of CONTRACTOR’s drug-free policy statement; and
 - ii. Agree to abide by the terms of the CONTRACTOR’s drug-free policy statement as a condition of employment on the Agreement.
- I. **Child Support Compliance Act:** In accordance with the Child Support Compliance Act, CONTRACTOR recognizes and acknowledges: The importance of child and family support obligations and shall fully

comply with the applicable State and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and that to the best of its knowledge CONTRACTOR is fully complying with the earnings assignment orders of all CONTRACTOR's employees and is providing the names of all new CONTRACTOR's employees to the New Employee Registry maintained by the State of California Employment Development Department (EDD).

J. **Debarment and Suspension Certification:** By signing this Agreement, CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that CONTRACTOR will comply with regulations implementing Executive Order 12549, Debarment and Suspension, Uniform Guidance 2 CFR Part 200, Appendix I, and that CONTRACTOR, to the best of its knowledge and belief, certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract. Nor shall CONTRACTOR have, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State or local), with commission of any of the offenses enumerated in Section 2 of this Debarment and Suspension Certification.
4. Have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default. Where CONTRACTOR is unable to certify to any of the statements in this Debarment and Suspension Certification, it shall attach an explanation to this Agreement.

K. **Lobbying Certification:** By signing this AGREEMENT CONTRACTOR hereby assures and certifies to compliance with the lobbying restrictions which are codified in the DOL regulations at Uniform Guidance 2 CFR Part 200, 34 CFR part 74, and DOL Exceptions 2 CFR 2900, as follows:

1. No Federal appropriated funds have been paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant loan, or cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this Agreement, the undersigned shall complete

and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. CONTRACTOR shall require that the language of the lobbying restrictions be included in the award documents for Agreement transactions over \$100,000 (per OMB) at all tiers (including AGREEMENTs, contracts, and subcontracts, under grants, loan, or cooperative Agreements), and that all sub-recipients shall certify and disclose accordingly.
 4. This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
- L. **Priority Hiring Considerations:** If this AGREEMENT includes services in excess of \$200,000, CONTRACTOR shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Section Code 11200 in accordance with Public Contract Code §10353.
- M. **Sweatfree Code of Conduct:** All CONTRACTORS that contract 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, 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. CONTRACTOR further declares under penalty of perjury that it will 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 Public Contract Code Section 6108. CONTRACTOR agrees to cooperate fully in providing reasonable access to CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by authorized officials of the WDB, State of California EDD, the Department of Industrial Relations, or the Department of Justice to determine CONTRACTOR's compliance with the requirements of the Sweatfree Code of Conduct.
- N. **Unenforceable Provision:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected hereby.
- O. **Non-discrimination Clause / Affirmative Action / Equal Employment Opportunity:**

The conduct of the parties to this Agreement will be in accordance with Title VI of the Civil Rights Act of 1964 and the Rules and Regulations promulgated hereunder and the provisions of WIOA Section 188.

As a condition to the Agreement of financial assistance from the DOL under WIOA, CONTRACTOR assures that it will comply fully with the non-discrimination and equal opportunity provisions of the following laws:

- i. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of

either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA financially assisted program or activity;

- ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
1. CONTRACTOR also assures that it will comply with Uniform Guidance 2 CFR Part 200, 34 CFR part 74, DOL Exceptions 2 CFR Part 2900, and all other regulations implementing the laws listed above. This assurance applies to CONTRACTOR's operation of the WIOA financially assisted program or activity, and to all Agreements that CONTRACTOR makes to carry out the WIOA financially assisted program or activity. CONTRACTOR understands that the United States has the right to seek judicial enforcement of this assurance.
 2. CONTRACTOR shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
 3. CONTRACTOR will take affirmative action to assure that no individual will be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration or in connection with any services or activities authorized under the WIOA in violation of any applicable nondiscrimination law, including laws prohibiting discrimination on the basis of age, race, sex, color, religion, national origin, disability, political affiliation or belief. All complaints alleging discrimination must be filed and processed according to the procedure in the applicable DOL nondiscrimination regulations.
 4. CONTRACTOR will assure that discriminatory job orders will not be accepted, except where the stated requirement is a bona fide occupational qualification (BFOQ). See, generally, 42 U.S.C. 2000(e)-2(e), 29 CFR parts 1604, 1606, 1625. (3)
 5. CONTRACTOR will assure that employment testing programs will comply with 41 CFR part 60-3 and 29 CFR part 32 and 29 CFR 1627.3(b)(iv).
 6. CONTRACTOR agrees to conform to non-discrimination and equal opportunity requirements and procedures, including the WDB's grievance and complaint procedures in compliance with the WIOA, the Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, Federal regulations and State statutes, regulations and policy, and title 34 of the Code of Federal Regulations part 74.
 7. CONTRACTOR will be governed by WIOA procedures relating to complaints alleging violations of the WIOA, regulations, other Agreements under the WIOA including terms and conditions of employment. youth will be notified in writing, upon enrollment into employment or training, of the WIOA complaint procedures including notification of their right to file a complaint and instructions on how to do so. Complaint procedures include: (1) the right to file a complaint, (2) the opportunity to resolve complaints informally, (3) written notice of hearings, and (4) a final decision within sixty (60) days of the date of filing.

8. CONTRACTOR will comply with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL".
 9. CONTRACTOR shall ensure equal employment opportunity based on objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, performance evaluation, and employee management relations.
- P. **Salary and Bonus Limitations:** In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006, including funds expended pursuant to this Agreement, shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to CONTRACTORS providing goods and services as defined in Uniform Guidance 2 CFR Part 200, the DOL Exceptions 2 CFR Part 2900, and title 34 of the Code of Federal Regulations parts 74. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from sub-recipients of such funds, taking into account factors including the relative cost-of-living in the States, the compensation levels for programs involved including DOL Employment and Training Administration programs. See Training and Employment Guidance Letter #05-06 for further clarification at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262.

The incurrence of costs and receiving reimbursement for these costs under this Agreement certifies that CONTRACTOR has read the above special condition and is in compliance.

- Q. **Federal Funding Accountability and Transparency Act (FFATA):** As required by FFATA, recipients of Federal awards are required to report sub-award and executive compensation information. By signing this Agreement, CONTRACTOR hereby assures and certifies to comply with the provisions of FFATA, which includes requirements referenced in Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900.
- R. **Air or Water Pollution Violation:** Under State laws, 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 any 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.

S. Federal Award Identification Information (Applicable to Subaward)

Federal Award Identification Information (Applicable to Subaward)		
i. Subrecipient Name (which must match the registered name in DUNS)		Goodwill Industries of Ventura and Sant
ii. Subrecipient DUNS number		079706385
iii. Federal Award Identification Number (FAIN)		
iv. Federal Award Date		04/29/20
v. Subaward Period of Performance	Start Date	07/07/20
	End Date	04/30/21
vi. Amount of Federal Funds Obligated by this action		\$ 500,000.00
vii. Total Amt of Federal Funds Obligated to subrecipient		\$ 89,951.00
viii. Total Amount of the Federal Award		\$ 500,000.00
ix. Federal award project description*		Provide pre-vocational training and work experience services to students with disabilities
x. Name of Federal awarding agency,		California Department of Rehabilitation
Pass through entity,		Foundation for California Community Co
And contact information for awarding official		Leti Shafer
xi. CFDA	Number	84.126A
	Name	
xii. Is the award research and development?		No
xiii. Indirect cost rate for the Federal award (including if the de minimus rate is charged per §200.414 Indirect (F&A) costs.		0

Attachment 1

Work Experience 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:

Attachment 2

Key Terms and Definitions

1. Job Preparation Training - Provides the Participant with the following program elements:
 - Job Exploration includes:
 - understanding the local labor market;
 - work-site tours to learn about necessary job skills;
 - job shadowing; and
 - informational interviews to research employers.
 - Workplace Readiness Skills Training includes:
 - understanding employer expectations;
 - learn how to search and apply for jobs;
 - learning about ways to get to work; and
 - training on “soft” skills necessary for employment.
 - Work-Based Learning Experience include:
 - Paid Work Experience; and
 - On-the-job work trials/work simulations.
2. Off-boarding - The process of separating Participants from Work Experience by ensuring last timecards get processed and payment is issued after separation.
3. On-boarding - The process of completing “new employee” documentation (tax forms, right to work verification documentation, etc.).
4. Participant - An In-School Youth residing in Santa Barbara County and determined to be eligible to participate in the STEPS and who receives one or more STEPS funded service(s).
5. School - Schools shall mean public schools, private schools, adult schools, community colleges, registered home schools, public 4-year colleges/universities, and private 4-year colleges/universities.
6. Stipend - A fixed regular payment made to encourage Participant to participate in and complete specific and measurable program outcomes. A stipend may be considered in the case of volunteering, job shadowing, or work readiness activities. Stipends are not an entitlement and are subject to the availability of funds.
7. Students with Disability - An individual with a disability in a secondary, post-secondary, or other recognized educational program who:
 - a. Is not younger than 16;
 - b. Is not older than 21 years;
 - c. 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.); and
 - d. Is an individual with a disability, for purposes of section 504.
 - i. The Federal Education Section 504 Regulations defines a person with a disability as “any person who (1) has a physical or mental impairment which substantially limits one or more major life activities, (2) has a record of such an impairment, or (3) is regarded as having such an impairment.”

8. Work Experience - A planned, structured learning experience that takes place in a workplace and provides Participants with opportunities for career exploration and skill development. Work Experience may take place in the for-profit section, non-profit sector, or public sector.
9. Work Site - The worksite where the Participant is placed in order to develop workplace skills.