

SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.18  
(ID # 23569)

**MEETING DATE:**  
Tuesday, January 30, 2024

**FROM :** HOUSING AND WORKFORCE SOLUTIONS:

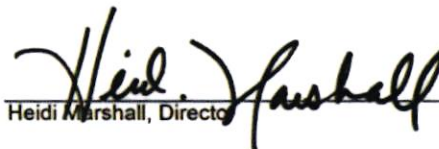
**SUBJECT:** HOUSING AND WORKFORCE SOLUTIONS/WORKFORCE DEVELOPMENT DIVISION (HWS/WDD): Accept funding from the Foundation for California Community Colleges (Foundation) under the Student Training and Employment Program (STEP) Grant; All Districts. [\$2,250,000 For Program Years 2024 - 2026; 100% Federal WIOA Title IV Department of Rehabilitation Funds]; CEQA Exempt; (Clerk of the Board to File the Notice of Exemption)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find the project is exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061 (b)(3);

Continued on Page 2

**ACTION:**Policy

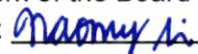
  
Heidi Marshall, Director 1/9/2024

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Gutierrez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: January 30, 2024  
xc: HWS/HDD, Recorder

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

**RECOMMENDED MOTION:** That the Board of Supervisors:

2. Accept the Student Training and Employment Program (STEP) grant funding in the amount of \$750,000 for period commencing January 1, 2024 - December 31, 2024, on behalf of the Housing and Workforce Solutions/Workforce Development Division (HWS/WDD);
3. Approve the form of attached proposed Agreement with Foundation for California Community Colleges (Foundation) for Student Training and Employment Program (STEP) and authorize the Director of Housing and Workforce Solutions (HWS), or designee to execute Agreement with Foundation for California Community Colleges and as approved as to form by County Counsel.
4. Authorize the Director of HWS or designee to accept future STEP grant awards prior to December 31, 2026, with an amount not to exceed \$750,000 per contract year, dependent on written annual award notice from the Foundation, on behalf of HWS/WDD;
5. Approve the form of the attached Service Agreement Template, attached herein, to fund services with STEPs procured providers awarded through Request for Proposal (RFP);
6. Authorize the Director of HWS, or designee, to release the RFP for any eligible services necessary to implement the STEP grant;
7. Authorize the Director of HWS, or designee, upon completion of the bid process, to submit and execute agreements for award of the contracts, substantially conforming in form and substance to the Service Agreement Template, with the service provider selected for the initiative as recommended for award by the evaluation team, in an amount not to exceed \$750,000 per contract year in funding amount approved under the initiative, for a period commencing on or after January 1, 2024 and terminating no later than December 31, 2026, subject to availability of fiscal funding and as approved as to form by County Counsel, provided that, if any of the following occur, the award will be submitted to the Board of Supervisors for action: there is a bid protest, the lowest bid exceeds the estimated budget, the low bidder is disqualified, two or more bids are the same and are the lowest, or a bidder requests relief from its bid due to an error;
8. Authorize the Director of HWS, or designee, to take all steps necessary to implement the STEP grant including, but not limited to, signing subsequent essential agreements and relevant documents, and executing any amendments that exercise the options of the agreements including, but not limited to, modifications to the scope of services, budget, and payment provisions, that stay within the intent of the agreements, subject to availability of fiscal funding and as approved as to form by County Counsel; and,
9. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk and the State Clearinghouse within five (5) days of approval by the Board.

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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$750,000	\$ 750,000	\$2,250,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% Federal WIOA Department of Rehabilitation funds			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	23/24 – 26/27

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

On September 29, 2023, the Housing and Workforce Solutions, Workforce Development Division (HWS/WDD) submitted a new Solicitation for Proposal to the California Department of Rehabilitation, in coordination with the Foundation for California Community Colleges to continue the Student Training and Employment Program (STEP) grant. Since September 1, 2020, HWS/WDD has successfully assisted approximately 498 eligible youth throughout Riverside County utilizing \$1,205,163 in previous STEP grant funding. In addition, STEP grant funding supports the provision of job preparation training, job exploration, workplace readiness, skills training, and work-based learning experiences, as well as job exploration counseling, postsecondary enrollment counseling and self-advocacy training for students (ages 16 to 21) with disabilities. HWS/WDD's aims to continue providing meaningful assistance to students with disabilities by engaging them in workforce development activities that supporting their transition to employment.

The STEP grant is funded by the California Department of Rehabilitation (DOR) and implemented in coordination with the Foundation for California Community Colleges (Foundation). On November 15, 2023, the California Department of Rehabilitation (DOR), in coordination with the Foundation, notified HWS/WDD of an initial award in the amount of \$750,000 for the period commencing January 1, 2024, and terminating December 31, 2024. Additional award notices will be determined after successful completion of the first year and are dependent of the Foundation's review and determination. If deemed eligible, HWS/WDD will be awarded up to \$750,000 per program year to implement the STEP grant in an amount not to exceed \$2,250,000 through December 31, 2026.

HWS/WDD will release a Request for Proposal (RFP) to solicit qualified professionals to provide the services required under the STEP grant. The proposed procurement would be valid for up to three years (January 1, 2024, through December 31, 2026). Corresponding service agreements are proposed to have an initial term of one year (January 1, 2024, through December 31, 2024) with the option to extend for two additional one-year periods, subject to satisfactory contractor performance and availability of funds. To expedite the implementation of the STEP grant and services under the RFP, staff recommend that the Board of Supervisors approve the attached

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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Service Agreement Template, approved as to form by County Counsel (Agreement Template). Upon completion of the RFP process, awarded bidders would enter into contract using the Agreement Template, approved as to form by County Counsel.

The Grant Agreement was reviewed and determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3), Common Sense, General Rule Exemption. The project relates to the provision of providing students with disabilities work experience and job preparation activities, and it can be seen with certainty that there is no possibility that the aforementioned services may have a significant effect on the environment and will not lead to any direct or reasonable indirect physical environmental impacts, as they will have purely financial and administrative impacts.

**Impact on Residents and Businesses**

The activities implemented under the STEP grant will assist Riverside County residents by providing vocational skills and workforce preparation. The STEP grant will provide job exploration and paid work experience to students with disabilities, giving them the tools to build a foundation for their future success.

**ATTACHMENTS:**

- Agreement with Foundation for California Community Colleges
- Service Agreement Template
- STEP Grant Budget
- CEQA Filing NOE

  
\_\_\_\_\_  
Brianne Lontajo, Principal Management Analyst 1/24/2024

  
\_\_\_\_\_  
Aaron Gettis, Deputy County Counsel 1/17/2024

FILED / POSTED

County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder

E-202400047  
01/17/2024 01:04 PM Fee: \$ 50.00  
Page 1 of 3

Removed: By: Deputy



## NOTICE OF EXEMPTION

Date: January 9, 2024

**Project Name: Student Training and Employment Program (STEP) Grant**

**Project Number: Minute Traq #23569**

**Project Location: Riverside County (All Districts)**

**Description of Project:** The County of Riverside Department of Housing and Workforce Solutions/Workforce Development Division (HWS/WDD) administers the Workforce Innovation and Opportunity Act (WIOA) program, which is federally funded through the Department of Labor (DOL). Federal funds received under WIOA are allocated to activities that link resources, people, businesses, and education resulting in a competitive workforce. Related programs and services benefit workers and employers in Riverside County. The WDD administrates implementation of WIOA-funded programs and services.

The Student Training and Employment Program (STEP) is funded by the California Department of Rehabilitation (DOR) and implemented in coordination with the Foundation for California Community Colleges (Foundation). On November 15, 2023, the California Department of Rehabilitation (DOR), in coordination with the Foundation, notified HWS/WDD of an initial award in the amount of \$750,000 for the period commencing January 1, 2024, and terminating December 31, 2024. Additional award notices will be determined after successful completion of the first year and are dependent of the Foundation's review and determination. If deemed eligible HWS/WDD will be awarded up to \$750,000 per program year to implement the STEP grant in an amount not to exceed \$2,250,000 through December 31, 2026.

HWS/WDD will release a Request for Proposal (RFP) to solicit qualified professionals to provide the services required under the STEP grant. The proposed procurement would be valid for up to three years (January 1, 2024 through December 31, 2026). Corresponding service agreements are proposed to have an initial term of one year (January 1, 2024 through December 31, 2024) with the option to extend for two additional one-year periods, subject to satisfactory contractor performance and availability of funds.

The STEP grant agreement is identified as the proposed Project under the California Environmental Quality Act (CEQA). No expansion of an existing use will occur. No additional direct or indirect physical environmental impacts are anticipated from the implementation of workforce services identified in the STEP grant Agreement.

**Name of Public Agency Approving Project:** County of Riverside, Housing and Workforce Solutions/Workforce Development Division

**Name of Person or Agency Carrying Out Project:** County of Riverside, Housing and Workforce Solutions/Workforce Development Division

**Exempt Status:** State CEQA Guidelines, Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Article 5, Section 15061.

**Reasons Why Project is Exempt:** The proposed Project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The Project will not cause an impact to an environmental resource of hazardous or critical concern, nor would the Project include a reasonable possibility of having a significant effect on the environment due to unusual circumstances. The Project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the STEP grant agreement through the partnership between the County and EDD.

**Section 15061 (b) (3) - "Common Sense" Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the "general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment." State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." *Ibid.* This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the Project may have a significant effect on the environment.

The project relates to the provision of workforce services, employment and training activities for youth, adult, dislocated workers and businesses in Riverside County, and it can be seen with certainty that there is no possibility that the aforementioned services may have a significant effect on the environment and will not lead to any direct or reasonable indirect physical environmental impacts, as they will have purely financial and administrative impacts. The workforce activities of the STEP grant agreement are services provided by the HWS/WDD through the Workforce Innovation and Opportunity Act.

The STEP grant agreement will not result in any direct or indirect physical effects. Therefore, in no way, would the Project as proposed have the potential to cause a significant environmental impact and the Project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Housing and Workforce Solutions/Workforce Development Division hereby concludes that no

physical environmental impacts are anticipated to occur and the Project as proposed is exempt under CEQA. No further environmental analysis is required.

Signed: Stephanie Adams  
Stephanie Adams, Deputy Director

Date: 1/18/24

STEP Agreement No. 00008507

Foundation for California Community Colleges, in partnership with the Department of Rehabilitation (DOR), shall support the 2024-2026 Student Training and Employment Program (STEP) project which will provide job preparation training, including job exploration, workplace readiness skills training, and work-based learning experiences to Students with Disabilities (SWD). Foundation for California Community Colleges shall manage STEP Funds and shall provide comprehensive human resource and payroll services through its Career Catalyst program to **Riverside County Workforce Development Division**.

For the purposes of this Agreement the Foundation for California Community Colleges, a California non-profit 501(c)(3) corporation, is referred to as "FOUNDATION" and Riverside County Workforce Development Division is referred to as "AWARDEE". Students With Disabilities (hereinafter "SWD") shall refer to the individual participating in the STEP and Career Catalyst program. By signing this Agreement, the Parties acknowledge their acceptance of all the terms and conditions in this Agreement and any exhibits attached hereto (collectively the "Agreement").

**The term of this Agreement is Effective Upon Execution through December 31, 2026**

**The amount of this Agreement is \$750,000**

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

<b>Exhibit A</b>	Services and Deliverables	Page 2
<b>Exhibit B</b>	Budget Detail & Payment Provisions	Page 5
<b>Exhibit C</b>	Terms and Conditions of Career Catalyst	Page 7
<b>Exhibit D</b>	General Terms	Page 10
<b>Exhibit E</b>	Notices	Page 12
<b>Exhibit F</b>	Contract Certification Clauses	Page 14
<b>Exhibit G</b>	STEP SFP	Page 18
<b>Exhibit H</b>	Federal Terms	Page 19
<b>Exhibit I</b>	Work Site Agreement	Page 24

**THE PARTIES HEREBY EXECUTE THIS AGREEMENT.**

**AWARDEE**

**FOUNDATION FOR CALIFORNIA  
COMMUNITY COLLEGES**

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**AWARDEE – second signature, if required**

**FOUNDATION FOR CALIFORNIA COMMUNITY  
COLLEGES – second signature, if required**

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



## EXHIBIT A

### SERVICES AND DELIVERABLES

- 1) This Agreement is entered into by and between the Foundation for California Community Colleges, hereinafter referred to as the FOUNDATION, and **Riverside County Workforce Development Division**, hereinafter referred to as the AWARDEE, for the purpose of providing prevocational training and work experience services to students with disabilities in accordance with the Solicitation for Proposals (“SFP”) for 2024-2026 Student Training and Employment Program (STEP), which is attached hereto as Exhibit G. The term of this Agreement is the date the Agreement is signed by both parties through December 31, 2026.
- 2) The FOUNDATION will serve as the official employer of record for all paid work experience conducted by AWARDEE, through its Career Catalyst service. As such, the FOUNDATION will provide comprehensive human resource and payroll services for all SWDs placed in a paid work experience.
- 3) The FOUNDATION will distribute funds to AWARDEE for services satisfactorily rendered as aligned with approved services proposed as listed below. Any changes to this plan must be approved in writing by FOUNDATION:
  - 150 SWDs to be served
  - 100 hrs paid work experience at \$16hr
  - Providing workplace readiness training and paid work-based learning experience
  - Cost per participant: \$5,000
  - Percentage of Staff Costs of Overall Budget: 2.9%
  - Career Catalyst EoR service
- 4) Eligibility:
  - a) Eligible Applicants: Funds for the STEP program will be available for Local Workforce Development Boards (LWDB) and America’s Job Centers of California (AJCC) seeking to increase services provided to students with disabilities.
  - b) Eligible Participants: To be eligible for STEP, a participant must be:
    - An eligible consumer with DOR prior to enrollment in STEP
    - An individual with a disability in a secondary, postsecondary, or other recognized education program who:
      - (1) Is not younger than 16;
      - (2) Is not older than 21 years (must be offboarded from STEP before 22<sup>nd</sup> birthday); *and*
      - (3) 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*
      - (4) Is an individual with a disability for purposes of Federal Education Section 504, which 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” (34 CFR 104.3).
- 5) Participant Management
  - a) Determining participant eligibility is a key component of the STEP program. Coordination and collaboration with DOR will be necessary to ensure all eligibility requirements are met prior to the provision of STEP services and throughout the program term.
  - b) Participants are required to meet and maintain their eligibility status for the full duration of their participation in STEP Program. Awardee is responsible for providing FOUNDATION with verification of a participant’s eligibility status at the time of the participant enrollment and on a monthly basis thereafter to ensure participants remain eligible throughout the duration of the STEP Program.
  - c) Confirming participant eligibility is an ongoing requirement.
  - d) AWARDEE will not be reimbursed for the cost of services provided to ineligible participants. If a SWD participant becomes ineligible, reimbursement to the AWARDEE will not be provided on or after the date the SWD participant became ineligible, even if the services have already been provided and invoiced.
  - e) AWARDEE is responsible for the following:
    - Establish and maintain a process to collaborate with DOR to ensure all eligibility requirements are met prior

to the provision of STEP services and throughout the program term. Before services may begin for STEP participants:

- (1) All enrollment eligibility listed in the Eligible Participants section above must still be in effect;
  - (2) The SWD must be enrolled with and have an open case with DOR;
  - (3) Data outlined in 4.6 below must be provided to the local DOR contract administrator or FOUNDATION at the time of a student's enrollment and before any services begin; and
  - (4) Two forms must be completed, filed with DOR, and confirmation of receipt received.
    - (a) DR260 Consent to Release and Obtain Information
    - (b) DR203 DOR Student Services Request Form
  - (5) Recruitment, placement, and oversight of SWDs during work-based learning experiences.
- f) AWARDEE will provide the following information to FOUNDATION and to the local DOR office/representative on a monthly basis:
- Student's name
  - Birthdate
  - School of attendance (i.e. graduation dates and post-secondary ed dates)
  - Type of, and verification of disability (could be by signature from school official)
  - Start date of service(s) provided under the agreement
  - End date of service(s) (if applicable)
  - Name and address of employer/ work experience placement
  - Social Security Number
  - Home and mailing address, as appropriate
  - Contact number and email, if available
  - Services to be provided
  - Cost of services provided (projected)
  - Outcome/results (projected)
  - Date Aged out of program
- 6) Eligible Activities: AWARDEE is responsible and accountable for ensuring SWDs receive activities and services outlined in the approved project plan. Services include:
- a) Workplace Readiness Training: -Each participating SWD will receive job exploration and/or workplace readiness training under the STEP program OR will have completed relevant training within the year prior to participating in STEP. Examples of eligible activities are outlined on Page 5 of the SFP. AWARDEE may deliver alternative work readiness training activities with FOUNDATION's written approval (via email).
  - b) Work Experience: Each participating SWD must receive work experience, paid at no less than minimum wage mandated by Local, Federal, or State law. If any given SWD is unable to complete all designated hours of work experience (as determined in awardees proposal), AWARDEE may move those remaining work experience hours to a different SWD. AWARDEE is required to verify that all participating SWDs have met all 'right to work' and 'selective service' requirements.
  - c) Job Exploration Counseling: Each participating SWD will receive job exploration counseling as an additional service provided under the STEP program. Examples of eligible activities are outlined on Page 5 of the SFP.
  - d) Postsecondary Enrollment Counseling: Each participating SWD will receive job exploration counseling as an additional service provided under the STEP program. Examples of eligible activities are outlined on Page 5 of the SFP.
  - e) Self-Advocacy Training: Each participating SWD will receive job exploration counseling as an additional service provided under the STEP program. Examples of eligible activities are outlined on Page 5 of the SFP.
- 7) Monthly Progress Reports:
- a) AWARDEE must complete monthly progress reports, due to FOUNDATION on the 10<sup>th</sup> of each month, beginning March 10, 2024. The progress reports will contain information on the program activities of the prior month, including information on each SWD, any changes or updates to SWD eligibility outlined in Section 3 above, their workplace readiness training, their work experience placements, the types and cost of any additional services provided, staffing costs, travel costs, and any additional WIOA program placements.
  - b) All reports must be submitted in the provided reporting template and must follow instructions as provided by FOUNDATION. Monthly Progress Reports should be submitted to: [step@foundationccc.org](mailto:step@foundationccc.org).

- 8) **Bi-Annual Reporting:** Two narrative reports per year of the program term will be required. This report consists of narrative questions for qualitative feedback on how the program is progressing.
- 9) **Performance Monitoring:** The FOUNDATION and DOR will review progress on performance goals set out in the application on a quarterly basis.
- 10) **Allowable Costs:** With the exception of the allowable 10% administrative costs, all funds shall be expended to provide direct services to students.
- 11) **Final Program Evaluation:** At the conclusion of program activities, AWARDEE is required to submit a Final Program Evaluation Form, along with a two (2) page narrative summarizing program activities. Within 60 days of the project term date, the following reports will be due:
  - a) **Project closeout report.** Further guidance regarding reporting and closeout requirements can be found in *WIOA Closeout Requirements (WSD16-05)* on EDD's Website.
  - b) **Activity report.** A two-page summary of all activities that occurred during the contract period, including the number of students served, services provided, statistical data, and other relevant metrics gathered during the program period.
- 12) **Record Keeping Requirements:** Awardees must comply with the OMB cost principles set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. 2 C.F.R. 200 et seq. Awardees will be required to maintain project and fiscal records sufficient to allow federal, state, and local reviewers to evaluate the project effectiveness and proper use of funds. The record-keeping system must include both original and summary (e.g., computer generated) data sources. Awardees will retain all records pertinent to this contract for a period of three years from the date of final payment of this contract. All STEP documents must be kept for a minimum of five (5) years.
- 13) **Funding information:** STEP funds are federal Workforce Innovation and Opportunity Act (WIOA) Title IV Vocational Rehabilitation funds from the U.S. Department of Education. AWARDEE shall comply with WIOA and any other Federal funding requirements (including 2 CFR Part 200) while expending funds under this Agreement.
  - a) CFDA: 84.126A
  - b) VR Fed 2022 grant number: H126A220005

## EXHIBIT B

### BUDGET DETAIL AND PAYMENT PROVISIONS

1) **Cost Reimbursement Agreement**

This is a cost reimbursement Agreement. The FOUNDATION shall hold all STEP Funds on behalf of AWARDEE and disburse the funds as appropriate to reimburse AWARDEE. The total amount of STEP Funds available for services performed under this Agreement shall not exceed \$750,000. FOUNDATION shall charge the onboarding fee and indirect rate described in Section 2.A of this Exhibit B Agreement for Career Catalyst services. The total fee to be paid to FOUNDATION under this Agreement for its Employer of Record Services for Paid Work Experience shall be \$69,144, including applicable taxes. AWARDEE will be responsible for all costs incurred by SWDs under this Agreement and additional costs FOUNDATION pays in accordance with State, Local, or Federal law, including but not limited to, meal period premiums, overtime penalties, and/or waiting time penalties. If SWDs incur costs that exceed the contract value, AWARDEE is responsible for those costs. These costs include any cost the FOUNDATION is obligated to pay SWDs under State, Local, or Federal law. Under no circumstances can the FOUNDATION pay for services provided prior to the start date.

2) **Invoicing and Payment**

- a) For Paid Work Experience (Career Catalyst Service):
  - i) FOUNDATION will bill against AWARDEE's STEP Funds for paid work experience performed under the terms of this agreement. This includes SWD's hourly rate, including any overtime or premium payments owed to the SWD plus employer payroll taxes (Reference budget). The actual percentage for employer tax is determined based upon assigned workers compensation codes;
  - ii) FOUNDATION will bill against AWARDEE's STEP Funds under the Career Catalyst Fee line item in AWARDEE's budget for SWD's onboarded as FOUNDATION employees and for services rendered.
  - iii) Depending on the location and size of the project members will be billed for additional travel expenses, time, and materials needed to train staff, onboard PARTICIPANT's, and perform WORK SITE visits. All charges will be agreed upon before the program begins; and
- b) For all other services satisfactorily rendered, and upon receipt and approval of the monthly progress reports/invoices, FOUNDATION agrees to reimburse AWARDEE for actual expenditures incurred in accordance with Section 4 of this Exhibit B, "Project Budget."
- c) The total amount of STEP Funds available for services performed under this Agreement shall not exceed \$750,000.

3) **Budget Contingency Clause**

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

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

- a) **Budget Flexibility:** Budget revisions between identified budget categories in cost reimbursement agreements that are within the total Agreement amount, comply with the Prior Approval Requirements above and do not change the Scope of Work or substitute Key Personnel, as defined in this Agreement, are allowed with FOUNDATION's prior written approval and may require a formal amendment to this Agreement, provided that the AWARDEE submits a revised budget to the FOUNDATION for approval.

4) **Project Budget**

<b>Expense Item</b>	<b>Amount Requested</b>
Personnel Salaries	\$15,490.80
Personnel Fringe Benefits	\$5,977.58
Workplace Readiness Training Stipends	\$0.00
Work Experience Wages (estimated based on 150 students, \$16/hr, 100 hrs)	\$240,000.00
Work Experience Taxes (20% estimate)	\$48,000.00
Career Catalyst Fees	\$69,144.00
Subcontractor Fees	\$369,240.78
Travel	\$0.00
Total Administrative Cost (10%)	<b>\$2,146.84</b>
<b>TOTAL</b>	<b>\$750,000</b>

DRAFT

## EXHIBIT C

### TERMS AND CONDITIONS OF CAREER CATALYST PAID WORK EXPERIENCE PROGRAM

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

#### 1) **Foundation Responsibilities**

- a) FOUNDATION shall assume responsibility, as the employer of record for the SWDs.
- b) FOUNDATION shall be responsible for payment of wages, as reported by AWARDEE, through the FOUNDATION's payroll, including making the appropriate deductions, withholdings, and premium payments under applicable federal, state, and local laws.
- c) FOUNDATION shall be responsible for providing workers' compensation insurance coverage that covers the SWDs, as well as processing and defending all workers' compensation claims made by SWDs.
- d) FOUNDATION shall be responsible for managing and tracking SWD leaves of absence, as may be required by law.
- e) Upon AWARDEE's written request, FOUNDATION will conduct a background check for SWDs requested by AWARDEE for an additional fee.

#### 2) **AWARDEE Responsibilities**

- a) AWARDEE, or AWARDEE's approved designee shall be responsible for verification of PARTICIPANT's right to work documents, specifically completion of Section Two of the PARTICIPANT's I-9 form electronically via the Foundation's HRIS Platform. PARTICIPANT I-9 forms shall be completed at the time of hire and before PARTICIPANT commences work.
- b) AWARDEE shall have the responsibility for the day-to-day control and supervision of SWDs and must provide SWD with supervision, training, and work assignments in accordance with the WORK SITE request and job description.
- c) AWARDEE shall allow for monitoring visits by representatives of the FOUNDATION and shall ensure that any WORK SITES will allow for monitoring visits by representatives of the FOUNDATION should the FOUNDATION elect to perform an inspection.
- d) AWARDEE will notify FOUNDATION if any position is subject to any state, federal or local minimum or prevailing wage requirements, or subject to the terms of a collective bargaining agreement.
- e) If SWDs will be working at WORK SITES not under the direction and control of AWARDEE, AWARDEE shall have a signed "Work Site Agreement" with the WORK SITE. AWARDEE shall use a Work Site Agreement Template approved by the FOUNDATION in Exhibit I, attached to this Agreement and herein incorporated by reference, as its Work Site Agreement with each WORK SITE. FOUNDATION in its sole discretion may deny placement of SWDs at any WORK SITE, if FOUNDATION deems the WORK SITE to be unsafe or non-compliant with State, Local, or Federal law.
- f) Without the prior written agreement of FOUNDATION, AWARDEE will not entrust SWDS with the care of unattended premises, or unsupervised custody or control of cash, credit cards, valuables, or other similar property.
- g) AWARDEE shall ensure SWDs receive meal and rest breaks in compliance with both California Law and the Foundation's Policy and Procedures manual. AWARDEE agrees to accurately track and provide to FOUNDATION

a time record for all hours worked by each SWD on a bi-weekly basis. The time record shall include all of the SWD's start and end times, as well as meal period and rest breaks. AWARDEE will be responsible for ensuring SWD's enter and approve accurate timesheets. Billed rates will be increased to reflect overtime hours worked, waiting time penalties, expedited delivery charges, and meal period premiums according to state or local law.

- i) If AWARDEE submits a request to terminate a SWD, AWARDEE shall notify FOUNDATION at least 4 days in advance of the requested termination date (includes when SWDs completes his or her work experience); AWARDEE shall also notify FOUNDATION immediately in the event a SWDs voluntary quits his or her work experience. If AWARDEE fails to notify FOUNDATION in accordance with this term, AWARDEE shall be responsible for compensating FOUNDATION for payments made to SWDs for the costs of waiting time penalties, per Labor Code section 203.
  - h) AWARDEE will ensure that SWDs who are under the age of 18 do not exceed 8 hours per day or 40 hours per week. If SWDs over the age of 18 do exceed 8 hours per day or 40 hours per week, AWARDEE will be responsible for payment of overtime to the SWD. **This number cannot exceed 1000 hours per SWD per fiscal (July- June) year**, unless classified as a Student Assistant with AWARDEE and FOUNDATION approval.
  - i) AWARDEE will provide FOUNDATION with detailed job descriptions for each SWD prior to the start date for each PARTICIPANT. This will allow the FOUNDATION to apply an accurate Worker's Compensation Rate to be billed to AWARDEE.
  - j) AWARDEE shall collect and maintain a copy of each WORK SITE's Injury and Illness and Prevention Program (IIPP), and shall provide a copy to the FOUNDATION upon request.
  - k) AWARDEE shall collect and maintain a copy of each WORK SITE's Certificate of Insurance (COI) for each insurance policy that WORK SITE is required to maintain, pursuant to the WORK SITE Agreement between AWARDEE and WORK SITE, and shall provide a copy to the FOUNDATION upon request.
  - l) AWARDEE agrees that PARTICIPANT is prohibited from operating any motor vehicle or heavy equipment at any time as part of his or her work or training activities, unless and until AWARDEE secures FOUNDATION's approval and contract is revised to incorporate FOUNDATION's Driving Standard Policy.
  - m) AWARDEE shall immediately notify FOUNDATION if a PARTICIPANT is exposed to COVID-19 if the exposure meets the definition of "close contact," as defined by the California Department of Public Health (CDPH).
  - n) AWARDEE is required to provide proof of SWD's DOR enrollment to the FOUNDATION in order to onboard a SWD as an employee of the FOUNDATION. No SWD's shall be onboarded without proof of SWD's DOR enrollment. FOUNDATION in its sole discretion may deny reimbursement to AWARDEE or if AWARDEE has control of funds, require AWARDEE to reimburse the FOUNDATION, for any funds provided to SWD's who have not sufficiently presented proof of DOR enrollment prior to onboarding.
  - o) AWARDEE will not be reimbursed for the cost of services provided to ineligible participants. If a SWD participant becomes ineligible, reimbursement to the AWARDEE will not be provided on or after the date the SWD participant became ineligible, even if the services have already been provided and invoiced.
- 3) **Compliance with Federal, State, and Local Laws**
- a) AWARDEE must provide all legally required documents prior to SWDs start date including, but not limited to: SWD Form I-9s and work permits for SWDs under the age of 18.
  - b) AWARDEE shall certify that WORK SITE provides a drug-free workplace, required by the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).
  - c) AWARDEE and 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 AWARDEE's OSHA 300 logs.
  - d) AWARDEE and WORK SITE shall comply with the requirements of the Fair Labor Standards Act, the California Labor Code, the California Industrial Wage Orders, Title VII of the Civil Rights Act of 1964, the Fair Employment

and Housing Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and all other federal, state, and local laws and regulations governing the hiring or employment of SWD.

- e) AWARDDEE 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), California Division of Occupational Safety and Health of California, local county, or any other applicable government entity.
- f) As referenced in the SFP, AWARDDEE shall ensure the appropriate stewardship of funds and adherence to county, state, and federal laws, guidelines, and regulations for maintaining financial management expectations and procedures. This includes, but is not limited to, ensuring that expenditures made pursuant to this Agreement are in compliance and in conformity with the applicable provisions of the Office of Management and Budget (OMB) Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," *OMB 2 CFR 200*. AWARDDEE is responsible for maintaining familiarity with this document, which can be found at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>.

**4) Worker's Compensation and Employment Claims**

- a) AWARDDEE shall immediately notify FOUNDATION of any injury and/or Workers' Compensation Claims related to a SWD.
- b) AWARDDEE shall promptly report to FOUNDATION any claims of harassment, discrimination, and/or claims of any violation of law governing the SWD's employment, including allegations or reports of any irregularities or discrepancies by SWD.
- c) AWARDDEE shall notify the FOUNDATION if a SWD will be allowed to operate any motor vehicle or heavy equipment at any time as part of his/her work/training activities. AWARDDEE must secure FOUNDATION's written approval prior to SWD's use of motor vehicles or heavy equipment.

**5) Indemnification.**

- a) FOUNDATION shall be liable for and shall indemnify and hold AWARDDEE, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from the fault or negligence of FOUNDATION, its officers, employees, agents, subcontractors and representatives, arising from their responsibilities under this agreement AWARDDEE shall be liable for and shall indemnify and hold FOUNDATION harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from the fault or negligence of AWARDDEE or WORKSITE, their officers, employees, agents, subcontractors and representatives, arising from their responsibilities under this Agreement.



**EXHIBIT D**  
**GENERAL TERMS**

- 1) Captions and Interpretation. Paragraph headings in this agreement are used solely for convenience and shall be wholly disregarded in the construction of this agreement. Paragraph headings shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.
- 2) Assignment and Delegation. This agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this agreement in connection with a merger, acquisition, or sale transfer of substantially all of its assets. Any assignment not in accordance with this paragraph is void.
- 3) Anti-lobbying. FOUNDATION shall not use any part of the funds rendered for Services to directly or indirectly pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a political candidate for public office or a Member of Congress, a jurisdiction, or an official of any government, or to favor, adopt, or oppose, by vote or otherwise, any legislation.
- 4) Non-Discrimination. FOUNDATION shall not discriminate in the provision of services, benefits, employment, facilities or otherwise because of race, color, ancestry, religion, creed, national origin, sex, age, sexual orientation, physical or mental disability, medical condition, marital status, denial of family care leave or on the basis of any other protected category as provided by federal, state and/or local laws. AWARDDEE shall comply with the provisions of the Fair Employment and Housing Act (California Government Code §12990(a)-(f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et. seq.)
- 5) Debarment and/or Suspension. AWARDDEE shall comply with Executive Order 12549, Debarment and Suspension. AWARDDEE represents and warrants that AWARDDEE is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency or any California state department or agency.
- 6) Entire Agreement. This agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between the parties regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this agreement are hereby deemed rejected by FOUNDATION and shall not be of any effect or in any way binding upon FOUNDATION. To the extent that the terms and conditions of this agreement conflict with, or are in any way inconsistent with, the terms and conditions of any exhibit hereto, the terms and conditions of this agreement will prevail.
- 7) Modification of Agreement. This agreement may be modified only by a written agreement dated subsequent to this agreement and signed by authorized representatives of each party. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
- 8) Law to Govern; Venue. This agreement is made under and will be governed by and construed in accordance with the laws of the State of California. Any litigation resulting from a dispute or claim arising under or relating to this agreement shall be resolved in a state or federal court in Sacramento, California. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Sacramento, California. The prevailing party in any action relating to breach or enforcement of this agreement shall be entitled to their reasonable attorneys' fees and costs
- 9) Time is of the Essence. Time is of the essence with respect to all provisions of this agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this agreement.
- 10) Construction of Agreement. Both parties have participated in the negotiation and drafting of this agreement. Therefore, the terms and conditions of this agreement shall not be construed against either party as the drafting party.
- 11) Confidentiality. AWARDDEE shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in AWARDDEE's assigned duties and for the benefit of FOUNDATION, any of FOUNDATION's Confidential Information, either during or after AWARDDEE's relationship with FOUNDATION. Subject to applicable federal, state and local law, including but not limited to the Richard McKee Transparency Act of 2011, Confidential Information is to be broadly defined, and includes but may not be limited to all information that has or could have commercial value or other utility in the business in which FOUNDATION is engaged or contemplates

engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of FOUNDATION, whether or not such information is identified as Confidential Information by FOUNDATION. This paragraph shall survive the expiration or early termination of this agreement.

- 12) Execution of this Agreement. The Parties agree that this agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this agreement.
- 13) Authority to Bind. The parties each represent and warrant that the signatories below are authorized to sign this agreement on behalf of themselves or the party on whose behalf they execute this agreement.
- 14) Severability. If any part of this agreement is found invalid or unenforceable, that part will be amended to achieve, as nearly as possible, the same economic effect as the original provision and the remainder of this agreement will remain in full force and effect.
- 15) Non-waiver. The failure of either FOUNDATION or AWARDEE, whether purposeful or otherwise, to exercise in any instance any right, power or privilege (including but not limited to waiver) under this agreement or under law of this agreement shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by FOUNDATION must be in writing.
- 16) Relationship of the Parties. Both parties are independent parties and this agreement will not establish any relationship of partnership, joint venture, employment, agency or otherwise. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided in this agreement.
- 17) Force Majeure. FOUNDATION shall not be liable or deemed to be in default for any delay or failure in performance under this agreement or interruption of Services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, terrorism, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of FOUNDATION.
- 18) Termination for Cause. Either party shall have the right to terminate this agreement immediately should the other party be found to be in material breach of this Agreement. Should AWARDEE terminate this Agreement they shall no longer have access to the STEP Funds awarded under this Agreement.
- 19) Termination for Convenience or Funding or Other Contingencies. It is mutually understood and agreed that the FOUNDATION may terminate this Agreement without cause upon thirty (30) days written notice for any reason. Further, if sufficient federal, state, local, or philanthropic funds are not appropriated for this contract, FOUNDATION shall have the right to terminate this contract within fifteen (15) days' notice. In the event appropriate funding is not appropriated for this contract, FOUNDATION may propose an amendment to this Agreement for a reduced scope of services, any such amendment shall require mutual written agreement of the parties. Further, AWARDEE acknowledges and agrees that if the Department of Rehabilitation terminates its agreement with the FOUNDATION, FOUNDATION may terminate its Agreement with AWARDEE by providing fifteen (15) days' notice.
- 20) Stop Work Notice. FOUNDATION reserves the right to issue an order to stop work in the event that: (1) a dispute should arise regarding the Services of AWARDEE; (2) funding for the program is reduced, suspended, terminated, discontinued, or fully expended for any reason. The stop work order will be in effect until the dispute has been resolved or as otherwise agreed to by FOUNDATION.
- 21) Right To Reduce or Re-allocate Funding. FOUNDATION shall have the right to reduce funding to AWARDEE should AWARDEE not meet milestones, deliverables, or appears unable to effectively use the funds. FOUNDATION will not reduce or re-allocate any funding from AWARDEE without first providing thirty (30) days' notice and an opportunity for AWARDEE to cure any defaults in performance.

**EXHIBIT E**  
**NOTICES**

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:

**FOUNDATION**

**STEP ADMINISTRATION INQUIRIES:**

STEP Support Team  
[Step@foundationccc.org](mailto:Step@foundationccc.org)

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

Contracts Department  
Foundation for California Community Colleges  
1102 Q Street, Suite 4800  
Sacramento, CA 95811  
[contracts@foundationccc.org](mailto:contracts@foundationccc.org)

**FOUNDATION CAREER CATALYST**

**PROGRAM DIRECTOR (All Programmatic Issues):**

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

**PROGRAM AGREEMENT LIAISON (All Program & Contract Inquiries):**

Annaliese Pennell  
Contracts Specialist, Career Catalyst  
Foundation for California Community Colleges  
1102 Q Street, Suite 4800  
Sacramento, CA 95811  
Phone: (916) 325-0845  
Fax: 916-325-0844  
[apennell@foundationccc.org](mailto:apennell@foundationccc.org)

**CAREER CATALYST WORKERS COMPENSATION RELATED INQUIRIES:**

[careercatalyst@foundationccc.org](mailto:careercatalyst@foundationccc.org)

**AWARDEE**

Riverside County Workforce Development Division  
1325 Spruce Street, Suite 400  
Riverside, CA 92507

Ruben Gonzales  
[RubenGonzales@rivco.org](mailto:RubenGonzales@rivco.org)

Stephanie Adams  
[sjadams@rivco.org](mailto:sjadams@rivco.org)

All notices shall be in writing and shall be emailed, personally delivered, certified mail, prepaid postage and return receipt requested, or by overnight courier service. Notice shall be deemed effective on the date emailed, personally delivered, or if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service or overnight courier service.

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**EXHIBIT F**

**CONTRACT CERTIFICATION CLAUSES**

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

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

**AWARDEE CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** AWARDDEE has, unless exempted, complied with the nondiscrimination program requirements (Gov. Code §12990 (a-f) and CCR, Title 2, Section 81-3) (Not applicable to public entities).
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** AWARDDEE will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - i. The dangers of drug abuse in the workplace;
    - ii. The person's or organization's policy of maintaining a drug-free workplace;
    - iii. Any available counseling, rehabilitation and employee assistance programs; and,
    - iv. Penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed Agreement will:
    - i. Receive a copy of the company's drug-free workplace policy statement; and,
    - ii. Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.  
Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement of both and AWARDDEE may be ineligible for award of any future State agreements if the department determines that any of the following has

occurred: the AWARDDEE has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.).

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: AWARDDEE certifies that no more than one (1) final un-appealable finding of contempt of court by a Federal court has been issued against AWARDDEE within the immediately preceding two-year period because of AWARDDEE's failure to comply with an order of a Federal court, which orders AWARDDEE to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.).
4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE – PRO-BONO REQUIREMENT: AWARDDEE hereby certifies that AWARDDEE will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

AWARDEE agrees to make a good faith effort to provide a minimum number of hours of pro-bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.
5. EXPATRIATE CORPORATIONS: AWARDDEE hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
6. SWEATFREE CODE OF CONDUCT:
  - a. All AWARDDEEs contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The AWARDDEE further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and the Public Contract Code Section 6108.
  - b. The CONTRACTOR agrees to cooperate fully in providing reasonable access to the AWARDDEE's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the AWARDDEE's compliance with the requirements under paragraph (a).
7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the AWARDDEE certifies that AWARDDEE is in compliance with Public Contract Code section 10295.3.

## DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST: AWARDEE needs to be aware of the following provisions regarding current or former state employees. If AWARDEE has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.  
Current State Employees (Pub. Contract Code §10410)
  - 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
  - 2) No officer or employee shall contract on his or her own behalf as an independent AWARDEE with any state agency to provide goods or services.Former State Employees (Pub. Contract Code §10411)
  - 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
  - 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.  
If AWARDEE violates any provisions of above paragraphs, such action by AWARDEE shall render this Agreement void. (Pub. Contract Code §10420).  
Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment or preparatory time and payment for per diem. (Pub. Contract Code §10430 (e)).
2. LABOR CODE/WORKER'S COMPENSATION: AWARDEE needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and AWARDEE affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700).
3. AMERICANS WITH DISABILITIES ACT: AWARDEE assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.).
4. AWARDEE NAME CHANGE: An amendment is required to change the AWARDEE's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
  - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the AWARDEE is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

- b. "Doing Business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate AWARDEE performing within the state not be subject to the franchise tax.
  - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
  7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the AWARDEE shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
  8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all AWARDEE's that are not another state agency or other governmental entity.



**EXHIBIT G**

**STUDENT TRAINING AND EMPLOYMENT PROGRAM (STEP) SOLICITATION FOR PROPOSALS (SFP)**

AWARDEE has been approved through their response to the STEP SFP. Any requirements of said SFP are hereby incorporated by reference and AWARDEE is responsible for compliance with the required terms of the SFP. The SFP can be accessed at <https://foundationccc.org/wp-content/uploads/2023/08/STEP-Solicitation-for-Proposals-2023-PDF.pdf>.

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**EXHIBIT H**  
**FEDERAL TERMS**

AWARDEE agrees to comply with the following terms as applicable:

1. Equal Employment Opportunity. During the performance of this contract, the AWARDEE agrees as follows:
  - a. The AWARDEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The AWARDEE will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The AWARDEE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - b. The AWARDEE will, in all solicitations or advertisements for employees placed by or on behalf of the AWARDEE, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - c. The AWARDEE will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the AWARDEE's legal duty to furnish information.
  - d. The AWARDEE will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the AWARDEE's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - e. The AWARDEE will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - f. The AWARDEE will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - g. In the event of the AWARDEE's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the AWARDEE may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - h. The AWARDEE will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The AWARDEE will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
    - i. Provided, however, that in the event an AWARDEE becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency,

the AWARDDEE may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of AWARDDEEs and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with an AWARDDEE debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon AWARDDEEs and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The AWARDDEE shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. AWARDDEEs are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, AWARDDEEs are required to pay wages not less than once a week.

3. Copeland Anti-Kickback Act.

- a. The AWARDDEE shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The AWARDDEE or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime AWARDDEE shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as an AWARDDEE and subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act 29 C.F.R. § 5.5(b).

- a. Overtime requirements. No AWARDDEE or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the AWARDDEE and any subcontractor responsible therefor shall

be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- c. Withholding for unpaid wages and liquidated damages. The FOUNDATION shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the AWARDEE or subcontractor under any such contract or any other Federal contract with the same prime AWARDEE, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such AWARDEE or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
  - d. Subcontracts. The AWARDEE or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
5. Rights to Inventions Made Under a Contract or Agreement
    - a. If the award meets the definition of Funding Agreement under 37 C.F.R. Part 401.2(a) and the contract involves performance of experimental, developmental, or research work under that funding agreement, the AWARDEE must comply with 37 C.F.R. Part 401 and any implementing regulations issued by the Federal Emergency Management Agency ("FEMA").
  6. Clean Air Act and Federal Water Pollution Control Act
    - a. Clean Air Act. The AWARDEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The AWARDEE agrees to report each violation to FOUNDATION and understands and agrees that the FOUNDATION will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The AWARDEE agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.
    - b. Federal Water Pollution Control Act. The AWARDEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The AWARDEE agrees to report each violation to the FOUNDATION and understands and agrees that the FOUNDATION will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The AWARDEE agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.
  7. Suspension and Debarment
    - a. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the AWARDEE is required to verify that none of the AWARDEE's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The AWARDEE must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by FOUNDATION. If it is later determined that the AWARDEE did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to FOUNDATION, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and

throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment.

- a. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). AWARDEEs who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

9. Procurement of Recovered Materials

- a. In the performance of this contract, the AWARDEE shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The AWARDEE also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
10. As referenced in the SFP, the AWARDEE shall ensure the appropriate stewardship of funds and adherence to county, state, and federal laws, guidelines, and regulations for maintaining financial management expectations and procedures. This includes, but is not limited to, ensuring that expenditures made pursuant to this Agreement are in compliance and in conformity with the applicable provisions of the Office of Management and Budget (OMB) Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," *OMB 2 CFR 200*.

**CERTIFICATION REGARDING LOBBYING**

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements The undersigned certifies, to the best of his or her knowledge and belief, that: No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. 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, 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. 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.C. 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.

**The AWARDEE certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the AWARDEE understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.**

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Signature of AWARDEE's Authorized Official

Date

---

Name and Title of AWARDEE's Authorized Official

**EXHIBIT I**  
**WORK SITE AGREEMENT TEMPLATE**

**WORK SITE AGREEMENT**

Between

**AWARDEE**

And

**WORK SITE**

This Worksite Agreement (“Agreement”) is entered into between **AWARDEE** (“AWARDEE”) and **Work Site** (“WORK SITE”), (together herein referred to as the “parties”), and describes the roles and responsibilities of the parties in relation to the placement of Career Catalyst Program Participant(s) (“PARTICIPANT(S)”) at WORK SITE, in accordance with the Career Catalyst Program Agreement entered into between AWARDDEE and the Foundation for California Community Colleges (“FOUNDATION”). PARTICIPANT(S) are employees of the FOUNDATION as FOUNDATION acts as the employer of record for the PARTICIPANT(S) and provides all payrolls and associated costs (i.e., workers' compensation, taxes, etc.), and workers' compensation coverage for PARTICIPANTS.

**1. WORK SITE Responsibilities**

- 1.1 WORK SITE agrees to provide all PARTICIPANT(S), as referenced in Attachment A, with the opportunity to work in the capacity of the job titles(s), as referenced in Attachment A, 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). WORK SITE shall complete and submit to FOUNDATION and AWARDDEE a separate Attachment A for each PARTICIPANT prior to each PARTICIPANT beginning their work experience.
- 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, as referenced in Attachment A.
- 1.3 WORK SITE shall allow for monitoring visits by representatives of the FOUNDATION and AWARDDEE.

- 1.4 WORK SITE shall notify AWARDEE 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 California law and regulation, per Labor Code section 512 and California Code of Regulations Title 8 section 11040(12), or any other applicable Industrial Welfare Commission industry and occupation order. WORK SITE agrees to accurately track and provide to AWARDEE 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.
  - 1.6.1. If WORK SITE submits a request to offboard a PARTICIPANT, WORK SITE shall notify AWARDEE at least 4 days in advance of the requested last day of work (includes when PARTICIPANT completes his or her work experience); WORK SITE shall also notify AWARDEE immediately in the event a PARTICIPANT voluntarily quits his or her work experience. If WORK SITE fails to notify AWARDEE in accordance with this term, WORK SITE shall be responsible for compensating AWARDEE for payments made to PARTICIPANT for the costs of waiting time penalties, per Labor Code section 203.
- 1.7 WORK SITE shall provide the PARTICIPANT with supervision, safety instructions, safety related equipment, and personal protective equipment (PPE) that is required by law and/or is reasonable to protect against injury and/or illness while working at the WORK SITE. WORK SITE shall provide the PARTICIPANT training on the specifications and maintenance of safety related equipment and/or PPE prior to PARTICIPANT's use. Where special clothing, training, or PPE is provided to the WORK SITE's employees, the same shall be provided to the PARTICIPANT. If WORK SITE uses or stores hazardous chemicals to which PARTICIPANTS may be exposed, WORK SITE shall ensure it maintains Safety Data Sheets (SDS) and provides information and training to PARTICIPANTS about hazardous chemicals by means of a hazard communication program, in accordance with California Code of Regulations section 5194 and Code of Federal Regulations section 1910.1200.
- 1.8 In accordance with state law and regulation, WORK SITE shall provide training to each Participant on WORK SITE's Injury Illness and Prevention Program. If PARTICIPANTS will be performing work outdoors, WORK SITE shall also provide training to each PARTICIPANT on WORK SITE's Heat and Illness Prevention Program, in accordance with California Code of Regulations section 3395, and WORK SITE's Worker Protection from Wildfire Smoke Program, in accordance with California Code of Regulations section 5141.1, as applicable.
- 1.9 WORK SITE shall ensure that the PARTICIPANT is exposed to all the customary practices of the WORK SITE and the normal requirements of the job, including the WORK SITE's personnel practices and policies.
- 1.10 WORK SITE shall maintain the confidentiality of any information regarding the PARTICIPANT or his/her immediate family, which may be obtained through application forms, interviews, reports, or any other source.



1.11 WORK SITE shall immediately notify AWARDEE and FOUNDATION if a PARTICIPANT is exposed to COVID-19 if the exposure meets the definition of "close contact," as defined by the California Department of Public Health (CDPH).

## **2. AWARDEE Responsibilities**

2.1 AWARDEE will visit the WORK SITE intermittently, but at least on a monthly basis for the purpose of monitoring compliance with this agreement and reviewing PARTICIPANT progress.

2.2 AWARDEE will submit time sheets electronically if possible; otherwise, AWARDEE will visit the WORK SITE to collect timesheets and submit for payroll processing or submit electronically as a preferred process.

2.3 AWARDEE 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 AWARDEE 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 **total number** of hours, as referenced in Attachment A of this Agreement. This number cannot exceed 1000 hours per PARTICIPANT per fiscal (July-June) year unless classified as a Student Assistant with AWARDEE and FOUNDATION advance 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.).

3.4 WORK SITE shall comply with all applicable federal, state and local laws and regulations to a safe and accessible work environment, including but not limited to, federal and state Occupational Safety and Health Administration ("OSHA"; "Cal-OSHA") laws and regulations, including the recording of workplace injuries on AWARDEE'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.

3.5 WORK SITE shall comply with the requirements of the Fair Labor Standards Act, the California Labor Code, the California Industrial Wage Orders, Title VII of the Civil Rights Act of 1964, the Fair Employment and Housing Act, the 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.

3.5.1. If the regulations promulgated pursuant to WIOA are amended or revised, WORK SITE shall comply with them or will notify AWARDEE within 30 days after promulgation of the amendments or revision that it cannot so conform.

- 3.6 WORK SITE shall ensure that PARTICIPANTS under the age of 21 will not have access to, distribute, sell, serve, or come in contact with alcohol or tobacco products. For those individuals over age 21, the WORK SITE shall ensure the individual receives proper training for selling, pouring, distributing alcohol and tobacco products. Violation of this policy will result in termination of the WORK SITE agreement.
- 3.7 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.
- 3.8 WORK SITE and/or the PARTICIPANT shall not be involved in training activities, which assist, promote, or deter union organization.
- 3.9 PARTICIPANT shall not be employed on the construction, operation, or maintenance of any facility as is used or to be used for sectarian instruction, or as a place for religious worship.
- 3.10 WORK SITE management shall inform AWARDEE 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.
- 3.11 WORK SITE and AWARDEE 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.
- 3.12 WORK SITE shall comply with all applicable federal, state, and local laws, regulations, orders, and guidelines related to COVID-19 workplace restrictions and notification obligations, including but not limited to those from the CDPH, Cal-OSHA, local county, or any other government entity with jurisdiction over the WORK SITE.
- 3.13 In the event that PARTICIPANTS are employed under a full-time employee classification and there is a finding by an applicable court of law that a joint-employment relationship exists between FOUNDATION and WORK SITE, both parties agree that they shall work collaboratively to ensure compliance with all remedial legal obligations, which includes but is not limited to pension enrollment, employer / employee contributions, and defense / indemnity of any claims, administrative actions, litigation, or other proceedings related to pension and fringe benefit obligations.

#### **4. Term, Termination, Waiver, and Modification**

- 4.1 The period of this Agreement is from **START DATE** through **END DATE** ("Term"), in alignment with the Career Catalyst Program Agreement entered into between AWARDEE and FOUNDATION. However, this Term in no way alters the employment term specified in each PARTICIPANT's Attachment A.
- 4.2 AWARDEE 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 AWARDEE's best interest. The WORK SITE may terminate this Agreement for any reason, without penalty, upon 15 days written notice to AWARDEE.

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 AWARDEE and FOUNDATION of any injury and/or Workers' Compensation Claims related to a PARTICIPANT.

5.2 WORK SITE shall promptly report to AWARDEE 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 AWARDEE and FOUNDATION's written approval prior to PARTICIPANT's use of motor vehicles, heavy equipment, or power tools. AWARDEE and WORK SITE must also be in compliance with FOUNDATION's Driving Standard and incorporate the Driving Standard as a part of this Worksite Agreement, in the event that a PARTICIPANT will use or uses such motor vehicles or heavy equipment during the course of the program. If WORK SITE secures AWARDEE and FOUNDATION's approval for use of heavy equipment or power tools, prior to PARTICIPANTS using heavy equipment or power tools WORK SITE shall ensure PARTICIPANT receives and completes all necessary training, certification, and safety instruction (including instruction on proper use of PPE) required under California law and regulation applicable to the use of heavy equipment and/or power tools, including without limitation compliance with all applicable Department of Industrial Relations and Cal-OSHA Safety Orders.

## **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 AWARDEE 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 AWARDEE 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 AWARDEE 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. LAEP Program Administrator Responsibilities (if applicable)**

- 7.1 In addition to the requirements for Career Catalyst PARTICIPANTS, the following are requirements specifically applicable to Learning-Aligned Employment Program (“LAEP”) PARTICIPANT(S).
- 7.2 WORK SITE shall ensure that the employment of a LAEP PARTICIPANT shall not displace workers currently employed by the WORK SITE or impair existing contracts for services.
- 7.3 WORK SITE shall ensure the LAEP PARTICIPANT placement does not violate any applicable collective bargaining agreements or fill any vacancies to a labor dispute.
- 7.4 WORK SITE shall ensure the work performed by the PARTICIPANT shall not be related to the activities of any sectarian organization or to any partisan or nonpartisan political activities.

**8. Notices**

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:

AWARDEE:

Name  
Title  
AWARDEE Organization  
Address  
Address  
Phone  
E-mail

WORK SITE:

Name  
Title  
Work Site Organization  
Address  
Address  
Phone  
E-mail

FOUNDATION

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

**AWARDEE**

**WORK SITE**

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**FOUNDATION FOR CALIFORNIA  
COMMUNITY COLLEGES**

By\*: \_\_\_\_\_

Print Name: Tim Aldinger

Title: Executive Director, Workforce Development

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

**[\*FoundationCCC's signature above shall be invalid if any revisions are made to this Agreement that are not formally approved and agreed upon in writing by FoundationCCC.]**

**ATTACHMENT A to Work Site Agreement**

**Participant Form Addendum**

To be completed for each participant as an addendum to the Agreement.

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**Employer Name & Address:** Foundation for California Community Colleges  
1102 Q Street, Suite 4800, Sacramento, CA 95811

**Work Site:** \_\_\_\_\_ **Work Site Department:** \_\_\_\_\_

**Work Site Address:** \_\_\_\_\_

**AWARDEE:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Participant Name:** \_\_\_\_\_

**Position Title/Classification:** \_\_\_\_\_

Is Participant a LAEP Eligible Student: Yes  | No

**Supervisor Name:** \_\_\_\_\_

**Supervisor Contact Information (email and/or phone number):** \_\_\_\_\_

**Term of employment:** \_\_\_\_\_ to \_\_\_\_\_

**Rate of compensation:** \$ \_\_\_\_\_ per hour

**Purpose/Role of Position:**

\_\_\_\_\_

\_\_\_\_\_

**Duties/Responsibilities & Relationship to Position:**

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General Qualifications:

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Specific Qualifications:

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**LAEP Only:** Procedures for Determining Rate of Pay (in alignment with LAEP hourly rate requirements)

**Work Hours:** The student's working hours during the term of employment shall not exceed:

Maximum hours per week: \_\_\_\_\_ Maximum total hours for the term of employment: \_\_\_\_\_

*Detailed Job Description & Job Title attached Separately (Check Box, If Applicable)*

**Agreement Number:** PY2023/2024-STEP-{Insert Youth Provider Name}  
STEP Grant Agreement #0000XXXX/PY2023/2024

Catalog of Federal Domestic Assistance (CFDA) # 17.259

**SERVICE AGREEMENT**

For

**Student Training and Employment Program (STEP)**

Between

**COUNTY OF RIVERSIDE**

And

**XXXX**



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**Agreement Number:** PY2023/2024-STEP-{Insert Youth Provider Name}  
STEP Grant Agreement #0000XXXX/PY2023/2024

Catalog of Federal Domestic Assistance (CFDA) # 17.259

1 This Service Agreement for Title VI Workforce Innovation and Opportunity Act  
2 Student Training and Employment Program (STEP) ("Agreement"), made and entered  
3 into this xx day of **Month** 20xx, by and between **XXXXXXXXXX**, a California  
4 Corporation, (herein referred to as the (**Select appropriate description:**  
5 **"CONSULTANT/SUBCONTRACTOR/CONTRACTOR"**) and the County of Riverside, a  
6 political subdivision of the State of California, by and through its Housing and Workforce  
7 Solutions/Workforce Development Division (HWS/WDD), (herein referred to as the  
8 ("COUNTY")).

9 **RECITALS**

10 WHEREAS, the COUNTY has entered into a grant agreement with the  
11 Foundation of California Community Colleges in partnership with the Department of  
12 Rehabilitation (DOR), hereinafter referred to as the "Grantor," pursuant to the Workforce  
13 Innovation and Opportunity Act of 2014 (WIOA);

14 WHEREAS, WIOA authorizes state and local workforce agencies such as the  
15 COUNTY, through the Riverside County Workforce Development Board, to provide  
16 oversight for the WIOA programs, including, but not limited to meeting State workforce  
17 performance goals, while addressing the workforce needs of the local economy;

18 WHEREAS, the COUNTY submitted a solicitation for Proposal to the  
19 California Department of Rehabilitation (DOR) in coordination with the Foundation for  
20 California Community Colleges (FOUNDATION) for the Student Training and  
21 Employment Program (STEP) grant. The proposed term is valid from January 1, 2024  
22 through December 31, 2026. On November 15, 2023, the California Department  
23 of Rehabilitation (DOR), in coordination with the Foundation, notified HWS/WDD of an  
24 initial award in the amount of \$750,000 for the period commencing January 1, 2024 and  
25 terminating December 31, 2024. Additional award notices will be determined after  
26 completion of the first year and are dependent of the Foundation's review and  
27 determination. If deemed eligible HWS/WDD will be awarded up to \$750,000 per  
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1 program year to implement the STEP grant in an amount not to exceed \$2,250,000  
2 through December 31, 2026.

3 WHEREAS, County desires to contract with the XXXXX based on XXXXXXXXX  
4 expertise, special skills, knowledge and experience in providing youth services, as more  
5 specifically set forth in the Agreement below.

6 NOW THEREFORE, based upon the foregoing Recitals and for good and  
7 valuable consideration, the receipt and sufficiency of which is acknowledged by all  
8 Parties, the COUNTY and XXXXXXXXX hereby agree as follows:

9 **1. Description of Services**

10 1.1 The XXXXXXXXX shall provide work readiness and work experience  
11 training services as outlined and specified in the SCOPE of SERVICE, attached hereto  
12 as Exhibit "A" and incorporated by this reference, and the RFP, at the not to exceed fee  
13 stated in Paragraph 3.1.

14 1.2 The XXXXXXXXX represents that it has the experience, personnel,  
15 equipment, and facilities necessary to fully and adequately perform under this Agreement  
16 and the COUNTY relies upon this representation. The XXXXXXXXX shall perform to the  
17 satisfaction of the COUNTY and in conformance to and consistent with the highest standards  
18 of professional XXXXXXXXX in the same discipline in the State of California.

19 1.3 The XXXXXXXXX affirms that it is fully apprised of all of the work to be  
20 performed under this Agreement; and the XXXXXXXXX agrees it can properly perform this  
21 work at the fee stated in Paragraph 3.1. The XXXXXXXXX is not to perform services or  
22 provide products outside of the Agreement, unless by written request by the COUNTY.

23 1.4 Acceptance by the COUNTY of XXXXXXXXX performance under this  
24 Agreement does not operate as a release of the XXXXXXXXX responsibility for full  
25 compliance with the terms of this Agreement.

26 **2. Period of Performance**

27 2.1 The XXXXXXXXX shall perform the scope of services for the COUNTY in  
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1 a timely manner and to COUNTY'S satisfaction, as more specifically set forth in Exhibit  
2 A, SCOPE OF SERVICE, and the payment schedule attached hereto as Exhibit "B" as  
3 incorporated herein by this reference as such services are necessary for the provision  
4 of **insert the service(s) description**. This Agreement shall commence on **Month/Date**,  
5 20xx and expire on **Month/Date**, 20xx, unless terminated earlier, and is contingent upon  
6 **XXXXX** continuing to service as Youth Opportunity Centers operator.

7 **3. Compensation**

8 **3.1** The COUNTY shall pay **XXXXXXXXXX** for services performed, products  
9 provided and expenses incurred for the SCOPE OF SERVICE defined in Exhibit "A"  
10 pursuant to the Payment Schedule set forth in Exhibit "B". Maximum payment by  
11 COUNTY to **XXXXXXXXXX** shall not exceed **xxxx (\$xxxxxx)**, including all expenses. The  
12 COUNTY is not responsible for any fees or costs incurred above or beyond the  
13 contracted amount and shall have no obligation to purchase any specified amount of  
14 services or products, unless agreed to by COUNTY in writing.

15 **3.2** The **XXXXXXXXXX** shall be paid only in accordance with an invoice submitted  
16 to the COUNTY by **XXXXXXXXXX** conforming to Exhibit "C" attached hereto and  
17 incorporated herein by this reference, and COUNTY shall pay the invoice within thirty (30)  
18 working days from the date of receipt of the invoice. Payment shall be made to **XXXXXXXXXX**  
19 only after services have been rendered or delivery of materials or products, and acceptance  
20 has been made by COUNTY.

21 a) Each invoice shall contain a minimum of the following information:  
22 invoice number and date; remittance address; itemization of the description of the work  
23 (hourly rate and extensions, if applicable); and an invoice total and shall conform to the  
24 Invoice Form attached hereto as Exhibit "C".

25 b) In accordance with California Government **XXXXXXXXXX** Section  
26 926.10, COUNTY is not allowed to pay excess interest and late charges.

27 **3.3** The COUNTY obligation for payment of this Agreement beyond the current  
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1 fiscal year end is contingent upon and limited by the availability of the COUNTY funding  
2 from which payment can be made. No legal liability on the part of the COUNTY shall  
3 arise for payment beyond June 30 of each calendar year unless funds are made  
4 available for such payment. In the event that such funds are not forthcoming for any  
5 reason, the COUNTY shall immediately notify the **XXXXXXXXXX** in writing; and this  
6 Agreement shall be deemed terminated and have no further force and effect.

7 **4. Alteration or Changes to the Agreement**

8 **4.1** The Board of Supervisors and the Director of HWS/WDD, or designee,  
9 are the only authorized COUNTY representatives who may at any time, by written  
10 order, make alterations to this Agreement.

11 **5. Termination**

12 **5.1** The COUNTY may terminate this Agreement without cause upon 30 days  
13 written notice served upon the **XXXXXXXXXX** stating the extent and effective date of  
14 termination.

15 **5.2** The COUNTY may, upon five (5) days written notice, terminate this  
16 Agreement for the **XXXXXXXXXX** default, if the **XXXXXXXXXX** refuses or fails to comply  
17 with the terms of this Agreement or fails to make progress so as to endanger  
18 performance and does not immediately cure such failure. In the event of such  
19 termination, the COUNTY may proceed with the work in any manner deemed proper by  
20 the COUNTY.

21 **5.3** After receipt of the notice of termination, the **XXXXXXXXXX** shall:

22 (a) Stop all work under this Agreement on the date specified in the  
23 notice of termination; and

24 (b) Transfer to the COUNTY and deliver in the manner as directed by  
25 the COUNTY any materials, reports or other products which, if the Agreement had been  
26 completed or continued, would have been required to be furnished to the COUNTY.

27 **5.4** After termination, the COUNTY shall make payment only for the  
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1 XXXXXXXXXX performance up to the date of termination in accordance with this Agreement.

2       **5.5** The XXXXXXXXXX rights under this Agreement shall terminate (except for  
3 fees accrued prior to the date of termination) upon dishonesty or a willful or material  
4 breach of this Agreement by the XXXXXXXXXX; or in the event of the XXXXXXXXXX  
5 unwillingness or inability for any reason whatsoever to perform the terms of this  
6 Agreement. In such event, the XXXXXXXXXX shall not be entitled to any further  
7 compensation under this Agreement.

8       **5.6** The rights and remedies of the COUNTY provided in this section shall not  
9 be exclusive and are in addition to any other rights and remedies provided by law or this  
10 Agreement.

11 **6. Ownership/Use of Contract Materials and Products**

12 The XXXXXXXXXX agrees that all materials, reports or products in any form,  
13 including electronic, created by the XXXXXXXXXX for which the XXXXXXXXXX has been  
14 compensated by the COUNTY pursuant to this Agreement shall be the sole property of  
15 the COUNTY; and may be used by the COUNTY for any purpose the COUNTY deems  
16 to be appropriate, including, but not limited to, duplication and/or distribution within the  
17 COUNTY or to third parties. The XXXXXXXXXX agrees not to release or circulate in whole  
18 or part such materials, reports or products without prior written authorization of the  
19 COUNTY.

20 **7. Conduct of the CONSULTANT/SUBCONTRACTOR/CONTRACTOR**

21       **7.1** The XXXXXXXXXX covenants that it presently has no interest, including, but  
22 not limited to, other projects or contracts, and shall not acquire any such interest, direct  
23 or indirect, which would conflict in any manner or degree with the XXXXXXXXXX  
24 performance under this Agreement. The XXXXXXXXXX further covenants that no person  
25 or subcontractor having any such interest shall be employed or retained by XXXXXXXXXX  
26 under this Agreement. The XXXXXXXXXX agrees to inform the COUNTY of all  
27 XXXXXXXXXX interests, if any, which are or may be perceived as incompatible with the  
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1 COUNTY'S interests.

2       **7.2** The **XXXXXXXXXX** shall not, under circumstances which could be  
3 interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept  
4 any gratuity or special favor from individuals or firms with whom the **XXXXXXXXXX** is  
5 doing business or proposing to do business, in accomplishing the work under this  
6 Agreement.

7       **7.3** The **XXXXXXXXXX** or its employees shall not offer gifts, gratuity, favors, and  
8 entertainment directly or indirectly to COUNTY employees.

9 **8. Inspection of Services**

10       **8.1** All performance shall be subject to inspection by the COUNTY. The  
11 **XXXXXXXXXX** shall provide adequate cooperation to the COUNTY representative to  
12 permit him/her to determine the **XXXXXXXXXX** conformity with the terms of this  
13 Agreement. If any services performed or products provided by the **XXXXXXXXXX** are not  
14 in conformance with the terms of this Agreement, the COUNTY shall have the right to  
15 require the **XXXXXXXXXX** to perform the services or provide the products in conformance  
16 with the terms of the Agreement at no additional cost to the COUNTY. When the services  
17 to be performed or the products to be provided are of such nature that the difference  
18 cannot be corrected, the COUNTY shall have the right to: (1) require the **XXXXXXXXXX**  
19 immediately to take all necessary steps to ensure future performance in conformity with  
20 the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced  
21 value of the services performed or products provided. The COUNTY may also terminate  
22 this Agreement for default and charge to the **XXXXXXXXXX** any costs incurred by the  
23 COUNTY because of the **XXXXXXXXXX** failure to perform.

24       **8.2** The **XXXXXXXXXX** shall establish adequate procedures for self-monitoring  
25 to ensure proper performance under this Agreement; and shall permit a COUNTY  
26 representative to monitor, assess or evaluate the **XXXXXXXXXX** performance under this  
27 Agreement at any time upon reasonable notice to the **XXXXXXXXXX**.

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1 **9. Independent Contractor**

2 The XXXXXXXXX is, for purposes relating to this Agreement, an independent  
3 contractor and shall not be deemed an employee of the COUNTY. It is expressly  
4 understood and agreed that the XXXXXXXXX (including its employees, agents and  
5 subcontractor's) shall in no event be entitled to any benefits to which the COUNTY  
6 employees are entitled, including but not limited to overtime, any retirement benefits,  
7 worker's compensation benefits, and injury leave or other leave benefits. There shall be  
8 no employer-employee relationship between the parties; and the XXXXXXXXX shall hold  
9 the COUNTY harmless from any and all claims that may be made against the COUNTY  
10 based upon any contention by a third party that an employer-employee relationship  
11 exists by reason of this Agreement. It is further understood and agreed by the parties  
12 that the XXXXXXXXX in the performance of this Agreement is subject to the control or  
13 direction of the COUNTY merely as to the results to be accomplished and not as to the  
14 means and methods for accomplishing the results.

15 **10. Subcontract for Work or Services**

16 No contract shall be made by the XXXXXXXXX with any other party for furnishing  
17 any of the work or services under this Agreement without the prior written approval of  
18 the COUNTY; but this provision shall not require the approval of contracts of employment  
19 between the XXXXXXXXX and personnel assigned under this Agreement, or for parties  
20 named in the proposal and agreed to under this Agreement.

21 **11. Disputes**

22 **11.1** The parties shall attempt to resolve any disputes amicably at the working  
23 level. If that is not successful, the dispute shall be referred to the senior management of  
24 the parties. Any dispute relating to this Agreement which is not resolved by the parties  
25 shall be decided by the COUNTY'S Compliance Contract Officer who shall furnish the  
26 decision in writing. The decision of the COUNTY'S Compliance Contract Officer shall  
27 be final and conclusive unless determined by a court of competent jurisdiction to have  
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1 been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply  
2 bad faith. The XXXXXXXXX shall proceed diligently with the performance of this  
3 Agreement pending the resolution of a dispute.

4 **11.2** Prior to the filing of any legal action related to this Agreement, the parties  
5 shall be obligated to attend a mediation session in Riverside County before a neutral  
6 third party mediator. A second mediation session shall be required if the first session is  
7 not successful. The parties shall share the cost of the mediations. The parties shall  
8 jointly select a mediator acceptable to the XXXXXXXXX and COUNTY. The mediation  
9 shall take place in Riverside County. Each party shall be responsible for its own legal  
10 fees and other expenses incident to the preparation for mediation. If the dispute cannot  
11 be resolved by mediation, neither COUNTY nor XXXXXXXXX waives their rights to bring  
12 the appropriate legal action in a court of competent jurisdiction within the County of  
13 Riverside.

14 **12. Licensing and Permits**

15 The XXXXXXXXX shall comply with all State or other licensing requirements,  
16 including but not limited to the provisions of Chapter 9 of Division 3 of the Business and  
17 Professions XXXXXXXXX. All licensing requirements shall be met at the time proposals  
18 are submitted to the COUNTY. The XXXXXXXXX warrants that it has all necessary  
19 permits, approvals, certificates, waivers and exemptions necessary for performance of  
20 this Agreement as required by the laws and regulations of the United States, the State  
21 of California, the County of Riverside and all other governmental agencies with  
22 jurisdiction, and shall maintain these throughout the term of this Agreement relative to  
23 the Scope of Services to be performed under Exhibit A, and that service(s) will be  
24 performed by properly trained and licensed staff.

25 **13. Non-Discrimination**

26 The XXXXXXXXX shall comply with the nondiscrimination and equal opportunity  
27 provisions found in Section 188 of WIOA and 29 CFR Part 38 prohibit discrimination on  
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1 the basis of race; color; religion; sex (including pregnancy, childbirth, and related  
2 medical conditions, transgender status, and gender identity); national origin (including  
3 Limited English Proficiency); age; disability; political affiliation or belief; or, for  
4 beneficiaries, applicants, and participants only, on the basis of citizenship status or  
5 participation in a WIOA Title I-financially assisted program or activity. The XXXXXXXXX  
6 will “comply fully with the nondiscrimination and equal opportunity provisions of the  
7 WIOA” (29 CFR Part 38 Preamble) and acknowledge the government’s right to seek  
8 judicial enforcement of the nondiscrimination assurance; and, to the extent they shall be  
9 found to be applicable hereto, shall comply with the provisions of the California Fair  
10 Employment Practices Act (commencing with Section 1410 of the Labor Consultant), the  
11 Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990  
12 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

13 The XXXXXXXXX agrees to comply with the Americans with Disabilities Act  
14 (ADA) of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of  
15 disability, and all applicable federal and state laws and regulations, guidelines, and  
16 interpretations issued hereto in the execution of the duties and responsibilities under the  
17 Agreement.

18 The XXXXXXXXX agrees to comply with Federal Terms as defined in Exhibit D  
19 and attached hereto.

20 **14. Record Retention and Documents**

21 The XXXXXXXXX agrees to retain all records pertaining to this Agreement under  
22 Workforce Innovation and Opportunity Act (WIOA) programs for a period of seven (7)  
23 years after termination of this Agreement. If, at the end of seven (7) years, there is an  
24 ongoing litigation or an audit involving those records, the XXXXXXXXX shall retain the  
25 records until the resolution of such litigation or audit is completed. The Department of  
26 Labor, the Grantee, and the COUNTY reserve the right to monitor and visit, announced  
27 or unannounced, the XXXXXXXXX facilities at any time during normal business hours.  
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1 The monitoring shall be conducted in accordance with the COUNTY WIOA Monitoring  
2 Guide and WIOA State Directives.

3 **15. Confidentiality**

4 **15.1** The XXXXXXXXX shall not use for personal gain or make other improper  
5 use of privileged or confidential information which is acquired in connection with this  
6 Agreement. The term "privileged or confidential information" includes but is not limited  
7 to: unpublished or sensitive technological or scientific information; medical, personnel,  
8 or security records; anticipated material requirements or pricing/purchasing actions; the  
9 COUNTY information or data which is not subject to public disclosure; COUNTY  
10 operational procedures; and knowledge of selection of contractors, subcontractors or  
11 suppliers in advance of official announcement.

12 **15.2** The XXXXXXXXX shall protect from unauthorized disclosure names and  
13 other identifying information concerning persons receiving services pursuant to this  
14 Agreement, except for general statistical information not identifying any person. The  
15 XXXXXXXXX shall not use such information for any purpose other than carrying out the  
16 XXXXXXXXX obligations under this Agreement. The XXXXXXXXX shall promptly  
17 transmit to the COUNTY all third-party requests for disclosure of such information. The  
18 XXXXXXXXX shall not disclose, except as otherwise specifically permitted by this  
19 Agreement or authorized in advance in writing by the COUNTY, any such information to  
20 anyone other than the COUNTY. For purposes of this paragraph, identity shall include,  
21 but not be limited to, name, identifying number, symbol, or other identifying particular  
22 assigned to the individual, such as finger or voice print or a photograph.

23 **16. Administration/Contract Liaison**

24 The Director of HWS/WDD, or designee, shall administer this Agreement on  
25 behalf of the COUNTY.

26 **17. Force Majeure**

27 If either party is unable to comply with any provision of this Agreement due to  
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1 causes beyond its reasonable control, and which could not have been reasonably  
2 anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such  
3 party shall not be held liable for such failure to comply, provided the other party receives  
4 written notice of such force majeure event.

5 **18. EDD Reporting Requirements**

6 In order to comply with child support enforcement requirements of the State of  
7 California, the COUNTY may be required to submit a Report of Independent  
8 XXXXXXXXXX(s) form DE 542 to the Employment Development Department (“EDD”).  
9 The XXXXXXXXXX agrees to furnish the required data and certifications to the COUNTY  
10 within 10 days of notification of award of Agreement when required by the EDD. This  
11 data will be transmitted to governmental agencies charged with the establishment and  
12 enforcement of child support orders. Failure of the XXXXXXXXXX to timely submit the  
13 data and/or certificates required may result in the contract being awarded to another  
14 XXXXXXXXXX. In the event a contract has been issued, failure of the XXXXXXXXXX to  
15 comply with all federal and state reporting requirements for child support enforcement or  
16 to comply with all lawfully served Wage and Earnings Assignments Orders and Notice  
17 of Assignment shall constitute a material breach of Agreement. If the XXXXXXXXXX has  
18 any questions concerning this reporting requirement, please call (916) 657-0529. The  
19 XXXXXXXXXX should also contact the local Employment Tax Customer Service Office  
20 listed in the telephone directory in the State Government section under “Employment  
21 Development Department” or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

22 **19. Hold Harmless/Indemnification**

23 **19.1** XXXXXXXXXX agrees to indemnify and hold harmless the COUNTY, its  
24 departments, agencies and districts, including their officers, employees and agents  
25 (collectively “County Indemnitees”), from any liability, damage, claim or action based  
26 upon or related to any services or work of the XXXXXXXXXX (including its officers,  
27 employees, agents, subcontractors or suppliers) arising out of or in any way relating to  
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1 this Agreement, including but not limited to property damage, bodily injury or death.

2 XXXXXXXXXXX shall, at its sole expense and cost (including but not limited to attorney fees,

3 cost of investigation, defense and settlements or awards), defend County

4 Indemnitees in any such claim or action. XXXXXXXXXXX shall, at its sole cost, have the

5 right to use counsel of their choice, subject to the approval of COUNTY which shall not

6 be unreasonably withheld; and shall have the right to adjust, settle, or compromise any

7 such claim or action so long as that does not compromise XXXXXXXXXXX indemnification

8 obligation. The insurance requirements stated in this Agreement shall in no way limit or

9 circumscribe XXXXXXXXXXX obligations to indemnify and hold harmless COUNTY.”

10 **20. Insurance**

11 Without limiting or diminishing the XXXXXXXXXXX obligation to indemnify or hold

12 the COUNTY harmless, the XXXXXXXXXXX shall procure and maintain or cause to be

13 maintained, at its sole cost and expense, the following insurance coverages during the

14 term of this Agreement:

15 **20.1 Workers' Compensation**

16 If the XXXXXXXXXXX has employees as defined by the State of California, the

17 XXXXXXXXXXX shall maintain statutory Workers' Compensation Insurance (Coverage A)

18 as prescribed by the laws of the State of California. The Policy shall include Employers'

19 Liability (Coverage B) including Occupational Disease with limits not less than

20 **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation

21 in favor of the County of Riverside, and, if applicable, to provide a Borrowed

22 Servant/Alternate Employer Endorsement.

23 **20.2 Commercial General Liability**

24 Commercial General Liability insurance coverage, including but not limited to,

25 premises liability, contractual liability, products and completed operations liability,

26 personal and advertising injury covering claims which may arise from or out of the

27 XXXXXXXXXXX performance of its obligations hereunder. The Policy shall name all

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1 Agencies, **XXXXXXXXXX**, Special **XXXXXXXXXX**, and Departments of the County of  
2 Riverside, their respective directors, officers, Board of Supervisors, employees, elected  
3 or appointed officials, agents or representatives as Additional Insureds. The Policy's  
4 limit of liability shall not be less than **\$2,000,000** per occurrence combined single limit. If  
5 such insurance contains a general aggregate limit, it shall apply separately to this  
6 agreement or be no less than two (2) times the occurrence limit.

7 **20.3 Sexual Abuse or Molestation (SAM) Liability**

8 If the work will include contact with minors, and the Commercial General Liability  
9 policy is not endorsed to include affirmative coverage for sexual abuse or molestation,  
10 Subrecipient shall obtain and maintain a policy covering Sexual Abuse and Molestation  
11 with a limit no less than \$2,000,000 per occurrence or claim.

12 **20.4 Vehicle Liability**

13 If the **XXXXXXXXXX** vehicles or mobile equipment are used in the performance of  
14 the obligations under this Agreement, then the **XXXXXXXXXX** shall maintain liability  
15 insurance for all owned, non-owned or hired vehicles so used in an amount not less than  
16 **\$1,000,000** per occurrence combined single limit. If such insurance contains a general  
17 aggregate limit, it shall apply separately to this agreement or be no less than two (2)  
18 times the occurrence limit. Policy shall name all Agencies, **XXXXXXXXXX**, Special  
19 **XXXXXXXXXX**, and Departments of the County of Riverside, their respective directors,  
20 officers, Board of Supervisors, employees, elected or appointed officials, agents or  
21 representatives as Additional Insureds.

22 **20.5 General Insurance Provisions - All lines**

23 a) Any insurance carrier providing insurance coverage hereunder shall be  
24 admitted to the State of California and have an A M BEST rating of not less than A: VIII  
25 (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager.  
26 If the COUNTY'S Risk Manager waives a requirement for a particular insurer such waiver  
27 is only valid for that specific insurer and only for one policy term.

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1           b)     The **XXXXXXXXXX** insurance carrier(s) must declare its insurance  
2 deductibles or self-insured retentions. If such deductibles or self-insured retentions  
3 exceed \$500,000 per occurrence such deductibles and/or retentions shall have the  
4 prior written consent of the COUNTY Risk Manager before the commencement of  
5 operations under this Agreement. Upon notification of deductibles or self-insured  
6 retention's unacceptable to the COUNTY, and at the election of the COUNTY'S Risk  
7 Manager, the **XXXXXXXXXX** carriers shall either; 1) reduce or eliminate such deductibles  
8 or self-insured retention's as respects this Agreement with the COUNTY, or 2) procure  
9 a bond which guarantees payment of losses and related investigations, claims  
10 administration, and defense costs and expenses.

11           c)     The **XXXXXXXXXX** shall cause the **XXXXXXXXXX** insurance carrier(s) to  
12 furnish the County of Riverside with either 1) a properly executed original Certificate(s)  
13 of Insurance and certified original copies of Endorsements effecting coverage as  
14 required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk  
15 Manager, provide original Certified copies of policies including all Endorsements and all  
16 attachments thereto, showing such insurance is in full force and effect. Further, said  
17 Certificate(s) and policies of insurance shall contain the covenant of the insurance  
18 carrier(s) that thirty (30) days written notice shall be given to the County of Riverside  
19 prior to any material modification, cancellation, expiration or reduction in coverage of  
20 such insurance. In the event of a material modification, cancellation, expiration, or  
21 reduction in coverage, this Agreement shall terminate forthwith, unless the County of  
22 Riverside receives, prior to such effective date, another properly executed original  
23 Certificate of Insurance and original copies of endorsements or certified original policies,  
24 including all endorsements and attachments thereto evidencing coverage's set forth  
25 herein and the insurance required herein is in full force and effect. The **XXXXXXXXXX**  
26 ***shall not commence operations until the COUNTY has been furnished original***  
27 ***Certificate (s) of Insurance and certified original copies of endorsements or***  
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1 ***policies of insurance including all endorsements and any and all other***  
2 ***attachments as required in this Section. An individual authorized by the insurance***  
3 ***carrier to do so on its behalf shall sign the original endorsements for each policy***  
4 ***and the Certificate of Insurance.***

5 d) It is understood and agreed to by the parties hereto and the insurance  
6 company(s), that the Certificate(s) of insurance and policies shall so covenant and shall  
7 be construed as primary insurance, and the COUNTY'S insurance and/or deductibles  
8 and/or self-insured retention's or self-insured programs shall not be construed as  
9 contributory.

10 e) The COUNTY'S Reserved Rights--Insurance. If, during the term of this  
11 Agreement or any extension thereof, there is a material change in the scope of services;  
12 or, there is a material change in the equipment to be used in the performance of the  
13 scope of work (such as the use of aircraft or watercraft) the COUNTY reserves the right  
14 to adjust the types of insurance required under this Agreement and the monetary limits  
15 of liability for the insurance coverage's currently required herein, if; in the COUNTY Risk  
16 Manager's reasonable judgment, the amount or type of insurance  
17 carried by XXXXXXXXXX has become inadequate.

18 f) The XXXXXXXXXX shall pass down the insurance obligations contained  
19 herein to all tiers of subcontractors working under this Agreement.

20 g) The insurance requirements contained in this Agreement may be met with  
21 a program(s) of self-insurance acceptable to the COUNTY.

22 **21. General**

23 **21.1** The XXXXXXXXXX shall not delegate or assign any interest in this  
24 Agreement, whether by operation of law or otherwise, without the prior written consent  
25 of COUNTY. Any assignment or purported assignment of this Agreement by  
26 XXXXXXXXXX without the prior written consent of COUNTY will be deemed void and of  
27 no force or effect.

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1           **21.2** Any waiver by the COUNTY of any breach of any one or more of the  
2 terms of this Agreement shall not be construed to be a waiver of any subsequent or  
3 other breach of the same or of any other term of this Agreement. Failure on the part of  
4 the COUNTY to require exact, full and complete compliance with any terms of this  
5 Agreement shall not be construed as in any manner changing the terms or preventing  
6 the COUNTY from enforcement of the terms of this Agreement.

7           **21.3** In the event the XXXXXXXXX receives payment under this Agreement  
8 which is later disallowed by the COUNTY for nonconformance with the terms of the  
9 Agreement, the XXXXXXXXX shall promptly refund the disallowed amount to the  
10 COUNTY on request; or at its option the COUNTY may offset the amount disallowed  
11 from any payment due to the XXXXXXXXX.

12           **21.4** The XXXXXXXXX shall not provide partial delivery or shipment of services  
13 or products unless specifically stated in the Agreement.

14           **21.5** The XXXXXXXXX shall comply with all applicable Federal, State and local  
15 laws and regulations. The XXXXXXXXX will comply with all applicable COUNTY policies  
16 and procedures. In the event that there is a conflict between the various laws or  
17 regulations that may apply, the XXXXXXXXX shall comply with the more restrictive law  
18 or regulation.

19           **21.6** The XXXXXXXXX shall comply with all requirements of the Occupational  
20 Safety and Health Administration (OSHA) standards and XXXXXXXXX as set forth by  
21 the U.S. Department of Labor and the State of California (Cal/OSHA).

22           **21.7** This Agreement shall be governed by the laws of the State of California.  
23 Any legal action related to the performance or interpretation of this Agreement shall be  
24 filed only in the Superior Court of the State of California located in Riverside, California,  
25 and the parties waive any provision of law providing for a change of venue to another  
26 location. In the event any provision in this Agreement is held by a court of competent  
27 jurisdiction to be invalid, void, or unenforceable, the remaining provisions will  
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1 nevertheless continue in full force without being impaired or invalidated in any way.

2       **21.8** This Agreement, including any attachments or exhibits, constitutes the entire  
3 Agreement of the parties with respect to its subject matter and supersedes all prior and  
4 contemporaneous representations, proposals, discussions and communications, whether  
5 oral or in writing. This Agreement may be changed or modified only by a written  
6 amendment signed by authorized representatives of both parties. No oral understanding or  
7 agreement not incorporated herein shall be binding on any of the parties hereto.

8       **21.9** If any project produces patentable items, patent rights, processes or  
9 inventions in the course of work under a Department of Labor (DOL) grant or agreement,  
10 the XXXXXXXXXX shall report the fact promptly and fully to the COUNTY. The COUNTY  
11 shall report the fact to the Grant Officer at DOL. Unless there is a prior agreement  
12 between the COUNTY and the DOL or its representative on these matters, DOL shall  
13 determine whether to seek protection on the invention or discovery. DOL or its  
14 representative shall determine how the rights in the invention or discovery, including  
15 rights under any patent issued thereon, will be allocated and administered in order to  
16 protect the public interest consistent with the following Patent Policy found at 29 CFR  
17 95.36 and 29 CFR 97.34.

18       **21.10** Unless otherwise provided in terms of the Grant or the Agreement, when  
19 copyrighted material is developed in the course of or under this Agreement, the author  
20 and the COUNTY which developed the work are free to copyright material or to permit  
21 others to do so. The COUNTY and the Workforce Development Board shall have a  
22 royalty-free, non-exclusive and irrevocable license to produce, publish, and use and to  
23 authorize other to use all copyrighted material.

24       **21.11** All original reports, preliminary findings, or data assembled or compiled by  
25 XXXXXXXXXX under this Agreement become the property of the COUNTY. The  
26 COUNTY reserves the right to authorize others to use or reproduce such materials.  
27 Therefore, such materials may not be circulated in whole or in part, nor released to the  
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1 public, without the direct authorization of the COUNTY.

2       **21.12** Any waiver by COUNTY of any breach of any one or more of the terms of  
3 this Agreement shall not be construed to be a waiver of any subsequent or other breach of  
4 the same or of any other term thereof. Failure on the part of the COUNTY to require exact  
5 full and complete compliance with any terms of this Agreement shall not be construed as  
6 in any manner changing the terms hereof or stopping COUNTY from enforcement  
7 hereof.

8       **21.13** Executive Order 12549, Debarment and Suspension, 34 CFR Part 85,  
9 Section 85.510 (Lower Tier). The XXXXXXXXXX certifies that neither it nor its principals  
10 are presently debarred, suspended, proposed for debarment, declared ineligible, or  
11 voluntarily excluded from participation in this transaction by any Federal department or  
12 agency. Where the XXXXXXXXXX is unable to certify to any of the statements in this  
13 certification, XXXXXXXXXX shall attach an explanation to this Agreement.

14       **21.14** The XXXXXXXXXX shall assure that funds provided by this Agreement must  
15 be used exclusively for activities that are authorized under WIOA. Co-mingling and/or  
16 diverting of funds to support the activities of other programs are not authorized.  
17 Documentation supporting expenditures will be kept on file at the XXXXXXXXXX office  
18 and made available at all times for audit and monitoring purposes for a period of no less  
19 than seven (7) years after the COUNTY makes final payment and all pending matters  
20 are closed

21       **21.15** The XXXXXXXXXX will comply with controls, recordkeeping and accounting  
22 procedure requirements of WIOA, federal and state regulations and directives to ensure  
23 the proper accounting for funds paid under this Agreement. At such times and in such  
24 form, the COUNTY may require statements, records, reports, data and information  
25 pertaining to this Agreement be maintained on file for purpose of an audit or examination.  
26 Retention of all records for seven (7) years after the County makes final payment and all  
27 other pending matters are closed, is required.

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1 IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized  
2 representatives to execute this Agreement as of the dates set forth below.

3

4 **COUNTY:**

5 COUNTY OF RIVERSIDE, a political  
6 subdivision of the State of California, by  
7 and through its Housing and Workforce  
Solutions/Workforce Development Division

**SUBRECIPIENT:**

Name/Agency

8 By: FORM COPY- DO NOT SIGN

9 Heidi Marshall, Director of Housing and  
10 Workforce Solutions/Workforce  
Development Division

By: FORM COPY - DO NOT SIGN

Name/Title

11 Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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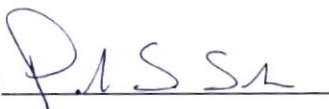
15 APPROVED AS TO FORM:

16 County Counsel

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By: 

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Paula Salcido

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Deputy County Counsel

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**Agreement Number:** PY2023/2024-STEP-{Insert Youth Provider Name}  
STEP Grant Agreement #0000XXXX/PY2023/2024

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**EXHIBIT A**

**SCOPE OF SERVICE**

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**A. Purpose:**

During the term of the Service Agreement for XXXXXXXX entered into between  
XXXXXXX and the County of Riverside (COUNTY), XXXXXXXX shall Insert scope of  
services

**B. Insert Description of services/deliverables:**

The XXXXXXXX shall offer xxxx:

**C.**

**D.**

**E.**

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**EXHIBIT B**  
**PAYMENT SCHEDULE**

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Scope of Service	Product or Outcome	Payment Milestones/deliverables
<b>TOTAL NOT TO EXCEED</b>		

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**EXHIBIT C**  
**INVOICE FORM TO BE PROVIDED ON LETTERHEAD**

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<b>XXXXXXXXXX Name:</b>		
<b>Mailing/Remittance Address:</b>		
<b>Invoice Number:</b>		
<b><u>Payment Request for Services Rendered</u></b>		
<b>Date</b>	<b>Deliverable</b>	<b>Cost</b>
<b>Total for this Invoice:</b>		<b>\$</b>

**EXHIBIT D**

FEDERAL TERMS

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XXXXXXXXXX agrees to comply with the following terms as applicable:

1. Equal Employment Opportunity. During the performance of this contract, the

XXXXXXXXXX agrees as follows:

a. The XXXXXXXXXXXX will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The XXXXXXXXXXXX will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The XXXXXXXXXXXX agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The XXXXXXXXXXXX will, in all solicitations or advertisements for employees placed by or on behalf of the XXXXXXXXXXXX, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The XXXXXXXXXXXX will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal



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1 complaint or charge, in furtherance of an investigation, proceeding, hearing, or action,  
2 including an investigation conducted by the employer, or is consistent with the  
3 XXXXXXXXX's legal duty to furnish information.

4 d. The XXXXXXXXX will send to each labor union or representative of workers  
5 with which he has a collective bargaining agreement or other contract or understanding, a  
6 notice to be provided advising the said labor union or workers' representatives of the  
7 XXXXXXXXX's commitments under this section and shall post copies of the notice in  
8 conspicuous places available to employees and applicants for employment.

9 e. The XXXXXXXXX will comply with all provisions of Executive Order 11246  
10 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary  
11 of Labor.

12 f. The XXXXXXXXX will furnish all information and reports required by Executive  
13 Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary  
14 of Labor, or pursuant thereto, and will permit access to his books, records, and accounts  
15 by the administering agency and the Secretary of Labor for purposes of investigation to  
16 ascertain compliance with such rules, regulations, and orders.

17 g. In the event of the XXXXXXXXX's noncompliance with the nondiscrimination  
18 clauses of this contract or with any of the said rules, regulations, or orders, this contract  
19 may be canceled, terminated, or suspended in whole or in part and the XXXXXXXXX may  
20 be declared ineligible for further Government contracts or federally assisted construction  
21 contracts in accordance with procedures authorized in Executive Order 11246 of  
22 September 24, 1965, and such other sanctions may be imposed and remedies invoked as  
23 provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order  
24 of the Secretary of Labor, or as otherwise provided by law.

25 h. The XXXXXXXXX will include the portion of the sentence immediately  
26 preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every  
27 Subcontract or purchase order unless exempted by rules, regulations, or orders of the  
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1 Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September  
2 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The  
3 XXXXXXXXXXXX will take such action with respect to any subcontract or purchase order as  
4 the administering agency may direct as a means of enforcing such provisions, including  
5 sanctions for noncompliance:

6 i. Provided, however, that in the event an XXXXXXXXXXXX becomes  
7 involved in, or is threatened with, litigation with a subcontractor or vendor as a result of  
8 such direction by the administering agency, the XXXXXXXXXXXX may request the United  
9 States to enter into such litigation to protect the interests of the United States. The  
10 applicant further agrees that it will be bound by the above equal opportunity clause with  
11 respect to its own employment practices when it participates in federally assisted  
12 construction work: Provided, That if the applicant so participating is a State or local  
13 government, the above equal opportunity clause is not applicable to any agency,  
14 instrumentality or subdivision of such government which does not participate in work on  
15 or under the contract. The applicant agrees that it will assist and cooperate actively with  
16 the administering agency and the Secretary of Labor in obtaining the compliance of  
17 XXXXXXXXXXXXs and subcontractors with the equal opportunity clause and the rules,  
18 regulations, and relevant orders of the Secretary of Labor, that it will furnish the  
19 administering agency and the Secretary of Labor such information as they may require for  
20 the supervision of such compliance, and that it will otherwise assist the administering  
21 agency in the discharge of the agency's primary responsibility for securing compliance.  
22 The applicant further agrees that it will refrain from entering into any contract or contract  
23 modification subject to Executive Order 11246 of September 24, 1965, with an  
24 XXXXXXXXXXXX debarred from, or who has not demonstrated eligibility for, Government  
25 contracts and federally assisted construction contracts pursuant to the Executive Order  
26 and will carry out such sanctions and penalties for violation of the equal opportunity clause  
27 as may be imposed upon XXXXXXXXXXXXs and subcontractors by the administering agency

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1 or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition,  
2 the applicant agrees that if it fails or refuses to comply with these undertakings,  
3 the administering agency may take any or all of the following actions: Cancel, terminate,  
4 or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from  
5 extending any further assistance to the applicant under the program with respect to which  
6 the failure or refund occurred until satisfactory assurance of future compliance has been  
7 received from such applicant; and refer the case to the Department of Justice for  
8 appropriate legal proceedings.

9 2. Davis-Bacon Act.

10 a. All transactions regarding this contract shall be done in compliance with the  
11 Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29  
12 C.F.R. pt. 5 as may be applicable. The XXXXXXXXX shall comply with 40 U.S.C. 3141-  
13 3144, and 3146-3148 and the requirements of 29 C.F.R. pt 5 as applicable.

14 b. XXXXXXXXXs are required to pay wages to laborers and mechanics at a  
15 rate not less than the prevailing wages specified in a wage determination made by the  
16 Secretary of Labor.

17 c. Additionally, XXXXXXXXXs are required to pay wages not less than once a  
18 week.

19 3. Copeland Anti-Kickback Act.

20 a. The XXXXXXXXX shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145,  
21 and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by  
22 reference into this contract.

23 b. Subcontracts. The XXXXXXXXX or subcontractor shall insert in any  
24 subcontracts the clause above and such other clauses as FEMA may be appropriate  
25 instructions require, and also a clause requiring the subcontractors to include these  
26 clauses in any lower tier subcontracts. The prime XXXXXXXXX shall be responsible for  
27 the compliance by any subcontractor or lower tier subcontractor with all of these contract  
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1 clauses.

2 c. Breach. A breach of the contract clauses above may be grounds for  
3 termination of the contract, and for debarment as an **XXXXXXXXXX** and subcontractor as  
4 provided in 29 C.F.R. § 5.12.

5 4. Contract Work Hours and Safety Standards Act 29 C.F.R. § 5.5(b).

6 a. Overtime requirements. No **XXXXXXXXXX** or subcontractor contracting for any  
7 part of the contract work which may require or involve the employment of laborers or  
8 mechanics shall require or permit any such laborer or mechanic in any workweek in which  
9 he or she is employed on such work to work in excess of forty hours in such workweek  
10 unless such laborer or mechanic receives compensation at a rate no less than one and  
11 one-half times the basic rate of pay for all hours worked in excess of forty hours in such  
12 workweek.

13 b. Violation; liability for unpaid wages; liquidated damages. In the event of any  
14 violation of the clause set forth in paragraph (b)(1) of this section the **XXXXXXXXXX** and  
15 any subcontractor responsible therefor shall be liable for the unpaid wages. In addition,  
16 such contractor and subcontractor shall be liable to the United States (in the case of work  
17 done under contract for the District of Columbia or a territory, to such District or to such  
18 territory), for liquidated damages. Such liquidated damages shall be computed with  
19 respect to each individual laborer or mechanic, including watchmen and guards, employed  
20 in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for  
21 each calendar day on which such individual was required or permitted to work in excess  
22 of the standard workweek of forty hours without payment of the overtime wages required  
23 by the clause set forth in paragraph (b)(1) of this section.

24 c. Withholding for unpaid wages and liquidated damages. The COUNTY shall  
25 upon its own action or upon written request of an authorized representative of the  
26 Department of Labor withhold or cause to be withheld from any moneys payable on  
27 account of work performed by the **XXXXXXXXXX** or subcontractor under any such contract.

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1 or any other Federal contract with the same prime XXXXXXXXXX , or any other federally  
2 assisted contract subject to the Contract Work Hours and Safety Standards Act, which is  
3 held by the same prime contractor, such sums as may be determined to be necessary to  
4 satisfy any liabilities of such XXXXXXXXXX or subcontractor for unpaid wages and  
5 liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

6 d. Subcontracts. The XXXXXXXXXX or subcontractor shall insert in any  
7 subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also  
8 a clause requiring the subcontractors to include these clauses in any lower tier  
9 subcontracts. The prime contractor shall be responsible for compliance by any  
10 subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1)  
11 through (4) of this section.

12 5. Rights to Inventions Made Under a Contract or Agreement

13 a. If the award meets the definition of Funding Agreement under 37 C.F.R. Part  
14 401.2 (a) and the contract involves performance of experimental, developmental, or  
15 research work under that funding agreement, the XXXXXXXXXX must comply with 37  
16 C.F.R. Part 401 and any implementing regulations issued by the Federal Emergency  
17 Management Agency ("FEMA").

18 6. Clean Air Act and Federal Water Pollution Control Act

19 a. Clean Air Act. The XXXXXXXXXX agrees to comply with all applicable  
20 standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42  
21 U.S.C. § 7401 et seq. The XXXXXXXXXX agrees to report each violation to COUNTY and  
22 understands and agrees that the COUNTY will, in turn, report each violation as required  
23 to assure notification to the Federal Emergency Management Agency (FEMA), and the  
24 appropriate Environmental Protection Agency Regional Office. The XXXXXXXXXX agrees  
25 to include these requirements in each subcontract exceeding \$150,000 financed in whole  
26 or in part with federal assistance provided by FEMA.

27 b. Federal Water Pollution Control Act. The XXXXXXXXXX agrees to comply with  
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1 all applicable standards, orders, or regulations issued pursuant to the federal Water  
2 Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The XXXXXXXXX agrees to  
3 report each violation to the COUNTY and understands and agrees that the COUNTY will  
4 in turn, report each violation as required to assure notification to the Federal Emergency  
5 Management Agency (FEMA), and the appropriate Environmental Protection Agency  
6 Regional Office. The XXXXXXXXX agrees to include these requirements in each  
7 subcontract exceeding \$150,000 financed in whole or in part with federal assistance  
8 provided by FEMA.

9 7. Suspension and Debarment

10 a. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and  
11 2 C.F.R. Part 3000. As such, the XXXXXXXXX is required to verify that none of the  
12 XXXXXXXXX's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2  
13 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at  
14 2 C.F.R. § 180.935). The XXXXXXXXX must comply with 2 C.F.R. Part 180, subpart C  
15 and 2 C.F.R. Part 3000, subpart C. and must include a requirement to comply with these  
16 regulations in any lower tier covered transaction it enters into. This certification is a  
17 material representation of fact relied upon by COUNTY. If it is later determined that the  
18 XXXXXXXXX did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000,  
19 subpart C, in addition to remedies available to COUNTY, the federal government may  
20 pursue available remedies, including but not limited to suspension and/or debarment. The  
21 bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart  
22 C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of  
23 any contract that may arise from this offer. The bidder or proposer further agrees to include  
24 a provision requiring such compliance in its lower tier covered transactions.

25 8. Byrd Anti-Lobbying Amendment.

26 a. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).  
27 XXXXXXXXXs who apply or bid for an award of more than \$100,000 shall file the required  
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1 certification. Each tier certifies to the tier above that it will not and has not used federally  
2 appropriated funds to pay any person or organization for influencing or attempting to  
3 influence an officer or employee of any agency, a Member of Congress, officer or  
4 employee of Congress, or an employee of a Member of Congress in connection with  
5 obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352.  
6 Each tier shall also disclose any lobbying with non-federal funds that takes place in  
7 connection with obtaining any federal award. Such disclosures are forwarded from tier to  
8 tier up to the recipient who in turn will forward the certification(s) to the federal awarding  
9 agency.

10 9. Procurement of Recovered Materials

11 a. In the performance of this contract, the XXXXXXXXX shall make maximum  
12 use of products containing recovered materials that are EPA-designated items unless the  
13 product cannot be acquired: Competitively within a timeframe providing for compliance  
14 with the contract performance schedule; Meeting contract performance requirements; or  
15 At a reasonable price. Information about this requirement, along with the list of EPA-  
16 designated items, is available at EPA's Comprehensive Procurement Guidelines  
17 webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

18 The XXXXXXXXX also agrees to comply with all other applicable requirements of Section  
19 6002 of the Solid Waste Disposal Act.

20 10. As referenced in the SFP, the XXXXXXXXX shall ensure the appropriate stewardship  
21 of funds and adherence to county, state, and federal laws, guidelines, and regulations for  
22 maintaining financial management expectations and procedures. This includes, but is not  
23 limited to, ensuring that expenditures made pursuant to this Agreement are in compliance  
24 and in conformity with the applicable provisions of the Office of Management and Budget  
25 (OMB) Circular, "Uniform Administrative Requirements, Cost Principles, and Audit  
26 Requirements for Federal Awards," OMB 2 CFR 200.

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## STEP Grant Budget Worksheet

Total Career Catalyst Program	357,144.00
Subcontractor fees	369,240.78
Direct Cost (HWS/WDD)	21,468.38
Total Administrative Cost (up to 10%)	2,146.84
	<b>750,000.00</b>