

STEP Agreement No. 00008513

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 **Sonoma County Workforce Investment Board**.

For the purposes of this Agreement the Foundation for California Community Colleges, a California non-profit 501(c)(3) corporation, is referred to as "FOUNDATION" and Sonoma County Workforce Investment Board 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 \$711,800

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.

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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 **Sonoma County Workforce Investment Board**, 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:
 - 80 SWDs to be served
 - 105,433.19 hrs paid work experience at \$18/hr
 - \$100 stipends per session for two months of workplace readiness training
 - Providing workplace readiness training and paid work-based learning experience
 - Cost per participant: \$8,897.50
 - Percentage of Staff Costs of Overall Budget: \$0 in program funds
 - 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 22nd 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 5(f) 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 10th 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.
- 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 \$711,800. 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 \$224,440, 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 \$711,800.

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**

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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. AWARDDEE 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 AWARDDEE submits a request to terminate a SWD, AWARDDEE shall notify FOUNDATION at least 4 days in advance of the requested termination date (includes when SWDs completes his or her work experience); AWARDDEE shall also notify FOUNDATION immediately in the event a SWDs voluntary quits his or her work experience. If AWARDDEE fails to notify FOUNDATION in accordance with this term, AWARDDEE shall be responsible for compensating FOUNDATION for payments made to SWDs for the costs of waiting time penalties, per Labor Code section 203.
 - h) AWARDDEE 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, AWARDDEE 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 AWARDDEE and FOUNDATION approval.
 - i) AWARDDEE 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 AWARDDEE.
 - j) AWARDDEE 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) AWARDDEE 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 AWARDDEE and WORK SITE, and shall provide a copy to the FOUNDATION upon request.
 - l) AWARDDEE 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 AWARDDEE secures FOUNDATION's approval and contract is revised to incorporate FOUNDATION's Driving Standard Policy.
 - m) AWARDDEE 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) AWARDDEE 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 AWARDDEE or if AWARDDEE has control of funds, require AWARDDEE to reimburse the FOUNDATION, for any funds provided to SWD's who have not sufficiently presented proof of DOR enrollment prior to onboarding,
 - o) AWARDDEE will not be reimbursed for the cost of services provided to ineligible participants. If a SWD participant becomes ineligible, reimbursement to the AWARDDEE 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) AWARDDEE 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) AWARDDEE 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) AWARDDEE 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 AWARDDEE's OSHA 300 logs.
 - d) AWARDDEE 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 harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from the fault or negligence of FOUNDATION, its officers, employees, agents, subcontractors and representatives, in performance of the Services under this Agreement.
- b) 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. AWARDEE 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.** AWARDEE shall comply with Executive Order 12549, Debarment and Suspension. AWARDEE represents and warrants that AWARDEE 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.** AWARDEE shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in AWARDEE's assigned duties and for the benefit of FOUNDATION, any of FOUNDATION's Confidential Information, either during or after AWARDEE'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 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

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

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

PROGRAM AGREEMENT LIAISON (All Program & Contract Inquiries):

Leti Shafer

Manager, Strategic Implementation

Foundation for California Community Colleges

1102 Q Street, Suite 4800

Sacramento, CA 95811

Phone: 916-498-6749

Fax: 916-325-0844

lshafer@foundationccc.org

CAREER CATALYST WORKERS COMPENSATION RELATED INQUIRIES:

careercatalyst@foundationccc.org

AWARDEE

Sonoma County Workforce Investment Board

2227 Capricorn Way, Suite 100

Santa Rosa, CA 95407

Lilian Vieyra Torres

lvieyatorres@schsd.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.

DRAFT

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>
Sonoma County Workforce Investment Board	
<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:** AWARDEE 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:** AWARDEE 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 AWARDEE may be ineligible for award of any future State agreements if the department determines that any of the following has

occurred: the AWARDEE 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: AWARDEE certifies that no more than one (1) final un-appealable finding of contempt of court by a Federal court has been issued against AWARDEE within the immediately preceding two-year period because of AWARDEE's failure to comply with an order of a Federal court, which orders AWARDEE 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: AWARDEE hereby certifies that AWARDEE 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: AWARDEE 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 AWARDEEs 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 AWARDEE further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov , and the Public Contract Code Section 6108.
 - b. The CONTRACTOR agrees to cooperate fully in providing reasonable access to the AWARDEE'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 AWARDEE's compliance with the requirements under paragraph (a).
7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the AWARDEE certifies that AWARDEE 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 of 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 AWARDDEE 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 AWARDDEE 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 AWARDDEE’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 AWARDDEE agrees as follows:
 - a. The AWARDDEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The AWARDDEE 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 AWARDDEE 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 AWARDDEE will, in all solicitations or advertisements for employees placed by or on behalf of the AWARDDEE, 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 AWARDDEE 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 AWARDDEE's legal duty to furnish information.
 - d. The AWARDDEE 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 AWARDDEE's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. The AWARDDEE 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 AWARDDEE 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 AWARDDEE'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 AWARDDEE 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 AWARDDEE 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 AWARDDEE 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 AWARDDEE becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency,

the AWARDEE 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 AWARDEEs 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 AWARDEE 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 AWARDEEs 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 AWARDEE 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. AWARDEEs 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, AWARDEEs are required to pay wages not less than once a week.

3. Copeland Anti-Kickback Act.

- a. The AWARDEE 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 AWARDEE 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 AWARDEE 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 AWARDEE 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 AWARDEE 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 AWARDEE 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). AWARDDEEs 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 AWARDDEE 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 AWARDDEE 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 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*.

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 AWARDDEE certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the AWARDDEE 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.

Signature of AWARDDEE’s Authorized Official

Date

Name and Title of AWARDDEE’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 AWARDEE 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 AWARDEE 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 AWARDEE.
- 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

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.

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:

General Qualifications:

Specific Qualifications:

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)

SAMM