

**NON-FINANCIAL WORKSITE AGREEMENT FOR THE
SAN BENITO COUNTY WIOA WORK EXPERIENCE PROGRAM**

WHEREAS, _____, has been selected by San Benito County Community Services and Workforce Development Department (CSWD) as an eligible training Worksite Agency, for the Workforce Innovation and Opportunity Act (WIOA) Work Experience Program.

IT IS THEREFORE agreed by and between CSWD as the Contractor and _____ as the Worksite Agency, as follows:

In consideration for the Worksite Agency training participants in the Contractor's WIOA Work Experience Program, the Contractor shall provide eligible program participants at the Worksite Agency's worksite and shall pay the participant(s).

A. PERIOD OF PERFORMANCE of this agreement shall be from _____ or until the completion of 600 hours, whichever is sooner.

B. OBLIGATIONS: Contractor (CSWD)

1. Shall orient worksite supervisor(s) as to responsibilities, procedures, and operations pursuant to this Worksite Agreement.
2. Shall assure that worksite assignments are appropriate in terms of meeting program participants' needs and labor market demands.
3. Shall orient applicants during intake as to their rights and responsibilities as program participants under the WIOA Work Experience Program.
4. Shall assure that all program participants are certified as eligible in accordance with Federal Regulations (20 C.F.R. Sections 645.212, 645.213 and 645.214).
5. Shall have the right to conduct on site monitoring of the Worksite Agency's program, including all records pertinent to this program, and the Contractor shall have primary responsibility for monitoring this Worksite Agreement. The State of California and the United States Department of Labor shall also have this right.
6. Shall reserve the right to modify this Worksite Agreement.
7. Shall terminate the Worksite Agreement where it finds serious or continual violation of the obligations of this agreement, and which are not likely to be corrected by quick and remedial actions.
8. Shall assure that the Worksite Agency provides sufficient meaningful work to occupy all program participant(s) assigned during the hours that they are at the site.
9. Shall authorize payment to program participant(s) only for time worked by such participant(s). No funds may be paid to any participant for more than **40 hours per week and cannot exceed a total of 600 hours under this agreement.**
10. Shall provide a wage of **\$10.00** per hour and Workers' Compensation Insurance coverage for program participant(s), contingent upon receipt of funds from the State of California, and subject to budget appropriations by the Board of Supervisors of the County of San Benito and any conditions placed on budget appropriations by the Board of Supervisors as adopted. The absence of State funding or of County budget appropriations, shall automatically terminate this agreement.
11. Shall provide orientation for the program participant(s) and worksite supervisor(s) as to payroll policies and procedures.
12. **Shall provide required documentation of sick time requested.**

C. OBLIGATIONS OF THIS AGREEMENT: Worksite Agency

1. Shall provide work experience activities to program participant(s) selected consistent with the Contractor's Work Experience Worksite Request and Job Description forms, as completed by the Worksite Agency and submitted with this agreement, which completed forms are attached hereto and incorporated herein by reference as Attachments 1 and 2. The Worksite Agency certifies that it approves of placement of program participant(s) at its worksite and that it understands and accepts those responsibilities that have been accepted by its officers and employees, as the employer of the program participant(s) placed there.
2. Shall agree to indemnify, defend and save harmless the Contractor, the Contractor's officers and employees, and the program participant(s) from and against any and all claims and losses whatsoever arising out of, or in any way related to the Worksite Agency's performance under this agreement, including, but not limited to, claims for property damage, property loss, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs and

experts' fees) incurred by the Contractor and/or the program participant(s) in connection with such claims or losses. The Worksite Agency's "performance" includes its action or inaction and the action or inaction of its officers, agents and employees.

3. Shall maintain comprehensive general liability insurance, in full force and effect during the term of this agreement, covering all of the Worksite Agency's operations with a combined single limit of not less than one million dollars (\$1,000,000.00).
 - a) Compliance with the above insurance coverage requirement does not limit the Worksite Agency's duty to indemnify the Contractor.
 - b) Each insurance policy shall be issued by a company authorized by law to transact business in the State of California.
 - c) Each insurance policy shall provide that the Contractor be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
 - d) The comprehensive general liability policy shall provide an endorsement naming the Contractor and its officers, agents and employees as additional insured.
 - e) The Worksite Agency shall file a certificate of insurance with the Contractor, showing that the Worksite Agency has in effect the insurance required by this agreement. The Worksite Agency shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, the Worksite Agency may provide proof of self-insurance meeting requirements equivalent to those imposed herein. The Worksite Agency warrants that the Worksite Agency's self-insurance provides substantially the same protection to the Contractor as the insurance required herein. The Worksite Agency further agrees to notify the Contractor in the event any change in self-insurance occurs that would alter the obligations undertaken in this agreement within thirty (30) days of such change.
4. Shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and performing the services specified in this agreement. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this agreement.
5. Shall not discriminate in the employment of persons necessary to perform this agreement on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.
6. Shall not, except as specifically authorized herein, assign rights under this agreement, or delegate duties under this agreement, without the prior written consent of the Contractor, and any attempted assignment or delegation without such consent shall be void.
7. Shall provide _____ position(s). The program participant(s) shall be assigned to various job duties as outlined in the Contractor's Work Experience Worksite Request and Job Description forms, as completed by the Worksite Agency and submitted with this agreement, which completed forms are attached hereto and incorporated herein by reference as Attachments 1 and 2.
8. Shall notify the Contractor immediately if the number of participant(s) at the worksite changes, so that this agreement may be modified as necessary.
9. Shall orient the program participant(s) to the worksite (conditions of work, employer expectations, employer's policies and procedures, etc.) on their first day at work.
10. Shall provide the program participant(s) with adequate supervision and shall provide an alternate supervisor whenever the regular worksite supervisor is not available. The worksite supervisor and alternative supervisor shall accept responsibility for supervising program participant(s) placed in their charge. The worksite supervisor and alternative supervisor shall supervise the work and training of the program participant(s) as specified in the Contractor's Job Description form, as completed by the Worksite Agency and submitted with this agreement, which completed form is attached hereto and incorporated herein by reference as Attachment 2. The worksite supervisor and alternative supervisor shall keep accurate time and attendance records for program participant(s) and shall report any problems or concerns to the assigned work experience counselor. The worksite supervisor shall inform the alternative supervisor of any absence(s) by the supervisor.
11. Shall further provide program participant(s) with safety instructions for protection against injury and shall provide a safe and healthy work environment for the program participant(s). The Worksite Agency shall strictly adhere to the provisions of State and Federal Child Labor Laws.
12. Shall provide an adequate number of worksite supervisor(s) to provide a ratio not to exceed 12 program participants to one worksite supervisor.
13. Shall provide assistance in upgrading program participant(s) to higher level of training to the extent feasible.

14. Shall submit to the Contractor authenticated timesheets and worker's compensation claims, if any, for program participant(s), in accordance with the policies of the Contractor.
15. Shall, on evaluation forms provided by the Contractor, and on the back of the program participant's(s') timesheets, review participant's(s') work experience progress and shall forward original forms to the Contractor.
16. Shall assure that appropriate and legal standards for health and safety in the workplace and in training situations are maintained.
17. Shall assure that the worksite supervisor(s) is/are experienced in the work to be performed.
18. Shall insure that the worksite(s) has/have adequate equipment and/or materials necessary to the program participant's(s') work experience job, at no cost to Contractor.
19. Shall insure that program participant(s) will work no more than 8 hours per day and no more than 40 hours per week.
20. Shall provide training and supervision to program participant(s) such that they will be able to perform satisfactorily the duties specified on the Contractor's Work Experience Worksite Request and Job Description forms, as completed by the Worksite Agency and submitted with this agreement, which completed forms are attached hereto and incorporated herein by reference as Attachments 1 and 2.
21. Shall ensure that program participant(s) will not be employed on the construction, operation, or maintenance of any facility which is used for sectarian instruction or as a place for religious worship.
22. Shall comply with the applicable provisions of the Hatch Act, which limits the political activity of employees, and will assure that participants are not involved in any political activities.
23. Shall provide release time for program participant(s) to attend skill training, counseling, and education programs as a part of the career orientation to be provided by the Contractor.
24. Shall not fill a vacant position that has been created through a layoff of any Worksite Agency employee(s) and shall not displace any Worksite Agency employee(s) by layoff of said employee(s) through the placement of a program participant(s). No program participant(s) shall be employed when any other individual is not on layoff status for the same or equivalent job with the Worksite Agency, nor can the Worksite Agency terminate a regular employee to create a job for a program participant. The Worksite Agency shall complete and submit Contractor's Maintenance of Effort Statistics form, as completed by the Worksite Agency and submitted with this agreement, which completed form is attached hereto and incorporated herein by reference as Attachment 3.
25. Shall certify that neither it nor any of its officers or employees has been convicted of fraud or misappropriation of funds within the last two (2) years and that, to the best of its knowledge and belief, neither it nor any of its officers or employees is/has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this or any other covered transactions by any Federal department or agency. The Worksite Agency assures that it is licensed in good standing in California and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Excluded Parties Listing. The Worksite Agency has completed the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions form, and submitted it with this agreement, which completed form, is attached hereto and incorporated herein by reference as Attachment 4.

D. TIME AND ATTENDANCE

1. Accurate time and attendance records shall be kept by the supervisor for each program participant and will reflect the time actually worked by the participant. Standard work experience timesheets shall be used for verification.
2. Time and attendance records shall be signed at the end of the period by the program participant(s) and worksite supervisor, whose signature shall certify its accuracy. Completed timesheets shall be submitted to the Contractor at the address specified in paragraph H below, on the scheduled due date.

E. MONITORING

The worksite shall be monitored by the Contractor, and possibly by the State of California and the United States Department of Labor,* for compliance with the provisions of the Worksite Agreement and rules and regulations governing the Contractor. The worksite supervisor shall maintain accurate time and attendance records as well as a list of current activities, and shall cooperate fully to provide monitoring information as requested.

All such time and attendance records shall be made available to the Contractor or its authorized representative, or officials of the State of California and/or of the United States Department of Labor for review or audit during normal business hours, upon reasonable advance notice given by the Contractor, its authorized representative, or officials of the State of California or of the United States Department of Labor. The Worksite Agency shall maintain and preserve all records related to this agreement for a period of three years from the end of each fiscal year in which they were prepared. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three-year period shall

arise only if the Contractor notifies the Worksite Agency of the commencement of an audit prior to the expiration of the three-year period.

*Worksites for such monitoring are selected on a random basis by the State of California and the United States Department of Labor.

F. TERMINATION

Either the Contractor or the Worksite Agency may terminate this agreement, with or without cause, at any time. In order to terminate this agreement, the terminating party shall give fifteen (15) days advance written notice to the other party. The termination notice shall be made as specified in paragraph H, below. The termination shall be effective at the expiration of the fifteen (15) days.

G. GENERAL TERMS AND CONDITIONS

1. Independent Contractor: The Worksite Agency and its officers, agents and employees, in the performance of this agreement, are independent contractors in relation to the Contractor and not officers or employees of the Contractor. Nothing in this agreement shall create any of the rights, powers, privileges or immunities of any officer or employee of the Contractor. The Worksite Agency shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this agreement. The Worksite Agency further represents to the Contractor that the Worksite Agency has no expectation of receiving any benefits incidental to employment.
2. Conflict of Interest: The Worksite Agency covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Worksite Agency further covenants that, in the performance of this agreement, no subcontractor or person having such an interest shall be used or employed. Worksite Agency certifies that no one who has or will have any financial interest under this agreement is an officer or employee of the Contractor.
3. Negotiated Contract: This agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this agreement within the meaning of California Civil Code Section 1654.
4. Severability: Should any provision herein be found or deemed to be invalid, this agreement shall be construed as not containing such provision and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this agreement are declared to be severable.
5. Entire Contract: This agreement is the entire agreement of the parties. There are no understandings or agreements pertaining to this agreement except as are expressly stated in writing in this agreement or in any document attached hereto or incorporated herein by reference.
6. Materiality: The parties consider each and every term, covenant, and provision of this agreement to be material and reasonable.
7. Waiver: Waiver by either party of a breach of any covenant of this agreement will not be construed to be a continuing waiver of any subsequent breach. The Contractor's receipt of consideration with knowledge of the Worksite Agency's violation of a covenant does not waive its right to enforce any covenant of this agreement. The parties shall not waive any provisions of this agreement unless the waiver is in writing and signed by all parties.
8. Authority and Capacity: The Worksite Agency and the Worksite Agency's signatory each warrant and represent that each has full authority and capacity to enter into this agreement.
9. Binding on Successors: All of the conditions, covenants and terms herein contained shall apply to, and bind, the successors and assigns of the Worksite Agency. The Worksite Agency and all of the Worksite Agency's successors and assigns shall be jointly and severally liable under this agreement.
10. Cumulation of Remedies: All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.
11. Independent Advice: Each party hereby represents and warrants that in executing this agreement it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this agreement and the rights and duties arising out of this agreement, or that such party willingly foregoes any such consultation.
12. No Reliance on Representations: Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this agreement may

hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this agreement shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

13. **Counterparts:** This agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one agreement.

H. Information about Agreement Administrators

The following, names, titles, addresses, and telephone numbers are the pertinent information for the respective agreement administrators for the parties.

Contractor: County of San Benito Community Services & Workforce Development, Work Experience Program Name: Enrique Arreola Title: Deputy Director Address: 1111 San Felipe Road Suite 108 City/State/Zip: Hollister CA 95023 Telephone: 831-637-5627 Fax: 831-637-0996	Worksite Agency: Name: Title: Address: City/State/Zip: Address of Worksite: City/State/Zip: Type of Agency: <input type="checkbox"/> Public <input type="checkbox"/> City/County/State/Federal <input type="checkbox"/> School District <input type="checkbox"/> Non Profit Telephone: Fax:
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Notices to the parties in connection with the administration of this agreement shall be given to the parties' agreement administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

1. The day the notice is personally delivered to the agreement administrator or the office of the party's agreement administrator; or
2. Five days after the date the notice is deposited in the United States mail, addressed to a party's agreement administrator, with first-class postage fully prepaid; or
3. On the day that the notice is transmitted by facsimile to a party's facsimile number, provided that an original of such notice is deposited in the United States mail, addressed to a party's agreement administrator, on the same day as the facsimile transmission is made.

All matters concerning this agreement which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective agreement administrators or to the party's employee specified, in writing, by the agreement administrator. A party may, in its sole discretion, change its designation of its agreement administrator and shall promptly give written notice to the other party of any such change.

SIGNATURES

APPROVED BY CONTRACTOR Name: <u>Enrique Arreola</u> Signature: _____ Title: <u>Deputy Director</u> Date: _____	APPROVED BY WORKSITE AGENCY Name: _____ Signature: _____ Title: _____ Tax ID or Social Security No: _____ Date: _____
APPROVED AS TO LEGAL FORM San Benito County Counsel's Office By: _____ Date: _____	

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL

DEPUTY COUNTY COUNSEL DATE 7-9-16

COMMUNITY SERVICES & WORKFORCE DEVELOPMENT WORK EXPERIENCE WORKSITE REQUEST

The San Benito County CSWD, under WIOA, is funding a work experience training program. Positions are for adults and dislocated workers.

I. Agency Name _____ Phone _____

Address _____

Contact Person _____

1. Is this agency accessible to the handicapped? Yes No
2. Is this agency accessible to public transportation? Yes No
3. What hours is this agency active? _____ to _____
4. How many positions are you requesting? _____

II. An agency may request, for example, four positions - all maintenance aides. Four would be the number of positions; however, there would only need to be one job classification.

1. For each job classification, please submit a detailed job description. Include specific prerequisites (bilingual preferred, over 18, etc.) and specific tools and equipment to be used; methods and procedures to be taught. (Attachment #2)
2. Maintenance of effort statistics must be kept on file and up to date at all times. Maintenance of effort compares the number of permanent and part-time positions that your agency has within the same job classification as the participant assigned to your worksite. The worksite must ensure that participants are not placed in positions where it would result in the displacement of currently employed workers, or reduce the hours of the same or equivalent position if vacant, unless it can be proven that the freeze resulted from lack of funding to sustain staff. (Attachment #3)

WORK EXPERIENCE PROGRAM JOB DESCRIPTION

AGENCY: _____ PHONE: _____

CONTACT PERSON: _____

ADDRESS OF WORKSITE: _____

INTERVIEW LOCATION IF DIFFERENT FROM ABOVE:

JOB TITLE: _____

HOURS TO BE WORKED BY PARTICIPANT: (i.e. 8:00 - 5:00)

SPECIFIC DUTIES TO BE PERFORMED: _____

PREREQUISITES:

TYPING: ☐ No ☐ Yes (wpm _____) COMPUTER: ☐ IBM ☐ MAC OTHER: _____

BILINGUAL: ☐ No ☐ Yes ☐ Preferred DRIVERS LICENSE NEEDED: ☐ No ☐ Yes

TOOLS, EQUIPMENT TO BE USED: _____

COMMENTS: _____

**WORK EXPERIENCE AGREEMENT
MAINTENANCE OF EFFORT STATISTICS****

Agency Name: _____ Contact Person: _____

Job Classification _____ Perm. Positions _____ Filled _____ Part-time Positions _____ Filled _____ Frozen Positions _____ Filled _____ CSWD Authorized _____ Filled _____	Job Classification _____ Perm. Positions _____ Filled _____ Part-time Positions _____ Filled _____ Frozen Positions _____ Filled _____ CSWD Authorized _____ Filled _____
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Job Classification _____ Perm. Positions _____ Filled _____ Part-time Positions _____ Filled _____ Frozen Positions _____ Filled _____ CSWD Authorized _____ Filled _____	Job Classification _____ Perm. Positions _____ Filled _____ Part-time Positions _____ Filled _____ Frozen Positions _____ Filled _____ CSWD Authorized _____ Filled _____
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Participants	Supervisors	Participants	Supervisors

****No CSWD work experience participant shall be employed when any other individual is on layoff for the same or equivalent job nor can the employer terminate a regular employee to create a job for a CSWD participant.**

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY
EXCLUSION LOWER TIER COVERED TRANSACTIONS**

The certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160 19211).

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to attest to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Date_____

To_____

Policy Number_____

From_____

Re: Additional Insured Designated Organization

Requesting amendment to include: San Benito County
Community Services & Workforce Development
Work Experience Program
1111 San Felipe Road, Suite 108
Hollister, CA 95023

As an additional insured in respects to operations under contract. Amendment to include CSWD as an insured only with respect to liability arising out of operations on premises owned or rented by me.