

AGREEMENT FOR SERVICES

Sub award No. _____

The parties to this Agreement are Chabot College ("Lead Agency") and the Berkeley Youth Alternative ("Contractor"), regarding subcontracting services for the Employment Plus II (EPII) Programs for High Risk Youth that will serve 57 connected and disconnected youth in the Tri-Cities area. It is understood that Chabot College has received a contract from the Alameda County Workforce Investment Board Workforce Investment Act funds to provide an EPII Program and will utilize these funds to reimburse BYA for staffing hours.

The parties agree as follows:

1. STATEMENT OF SERVICES TO BE PERFORMED

The services to be performed by the Contractor under this Agreement are as described in Attachment A, which is fully incorporated by reference herein.

2. PAYMENT FOR SERVICES TO BE PERFORMED

The Lead Agency agrees to pay up to the total sum of \$122,300 to the Contractor for the services to be performed as described in Attachment A. Upon receipt of a signed agreement, the Contractor may invoice the Lead Agency in accordance with Attachment A. The invoices must reference the Agreement number and be signed by the Contractor's chief financial officer or designee.

3. INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend the Chabot College and its trustees, officers, employees and agents from and against every claim, demand and/or liability which may be made by reason of the negligent acts or omission(s) of Contractor and/or its employees or agents in their performance of this Agreement. The Lead Agency shall indemnify, hold harmless and defend Contractor and its trustees, officers, employees and agents from and against every claim, demand and/or liability which may be made by reason of the negligent acts or omission(s) of Chabot College and/or its employees or agents in their performance of this Agreement.

4. NON-DISCRIMINATION

Contractor agrees to comply with all applicable, federal, state and local laws during the performance of this Agreement including, but not limited to, the anti-discrimination requirements set forth in Attachment B which is fully incorporated by reference herein.

5. TERM OF AGREEMENT

The period of performance for this Agreement is July 1, 2012 through June 30, 2013, pending renewal of annual funding.

6. DRUG-FREE WORKPLACE

Contractor shall comply with the Drug-Free Workplace Act of 1988, Title 45, Code of Federal Regulation. Contractor is making the certification required by the Drug-Free Workplace Act, a copy of which is attached to and made a part of this Agreement as Attachment C.

7. INSURANCE

Contractor shall maintain policies of general liability insurance and property and casualty insurance during the performance of the Agreement.

- A. Comprehensive General Liability insurance providing coverage against claims for Bodily Injury or Death, and Property Damage. Such insurance shall provide protection to the limit of not less than \$1,000,000 combined single limit for Bodily Injury and Property Damage.
- B. Workers' Compensation insurance statutory coverage including Employers Liability with limits of not less than \$1,000,000.
- C. Comprehensive Automobile Liability with limits not less than \$1,000,000 each occurrence, combined single limit for Bodily Injury and Property Damage, including coverage for owned, non-owned and hired vehicles.

Comprehensive General Liability and Comprehensive Automobile Liability insurance policies required by this Agreement shall name "Davis Street Community Center, Inc, Lead Agency" as an additional insured with respect to work being performed.

Contractor agrees to provide all required certificates of insurance to the Lead Agency prior to the commencement of any work under this Contract.

The Lead Agency and Contractor agree that the specified coverage or limits of insurance in no way limit the liability of the Contractor. Contractor shall obtain written agreement on the part of each insurance company to notify Chabot College at least thirty (30) days prior to cancellation or nonrenewal of any such insurance.

8. TERMINATION

The Lead Agency may terminate this Agreement and be relieved of its obligation hereunder upon two weeks written notice to the Contractor at the Contractor's last known business address. In the event of such termination, the Lead Agency shall pay Contractor for all goods or services provided to the Lead Agency as of the date such notice is received.

9. SEVERABILITY

If any of the provisions of this Agreement are deemed unenforceable, it shall be severed from the remainder of the Agreement, which in its entirety shall continue in full force and effect.

10. ENTIRE AGREEMENT/AMENDMENTS

This is the entire Agreement between the parties and can be modified only by a written amendment signed by all of the Parties. The Agreement includes the following Attachments: A) Statement of Work; B) Nondiscrimination; and C) Drug-Free Workplace.

12. ASSIGNMENTS AND DELEGATIONS

Neither party may assign its benefits nor delegate its duties under this Agreement in whole or in part without the prior written approval of the other.

13. NOTICE

Any notice requirement to be given under this Agreement shall be deemed sufficient if deposited in the United States mail, with proper postage affixed, and addressed to the appropriate party at the address appearing below.

Berkeley Youth Alternatives
1255 Allston Way
Berkeley, CA 94702
(510) 845-9010

X *Nicula Williams*
Nicula Williams
Executive Director
Berkeley Youth Alternatives

Chabot College
25555 Hesperian Blvd.
Hayward, CA 94545
(510) 723-6600

X *SS* 8/13/12
Susan Sperling Ph.D.
President

Attachment A

Statement of Work for EPII Implementation

I. BACKGROUND

Berkeley Youth Alternatives administers multiple employment readiness strategies for youth and young adults ages 14-21. Participation in the Career Development Center's programs prepares today's youth to enter the workforce of tomorrow equipped with the needed skills to transition from adolescence into adulthood.

BYA mandates that all youth interns adhere to high standards in their personal, academic, and internship endeavors while receiving comprehensive support services.

BYA stresses HIGHER EDUCATION for all participants, either in the form of community college or quality vocational training.

II. CHABOT COLLEGE RESPONSIBILITIES

(a) During the term of this Agreement, Chabot College shall enter into a subcontract to reimburse BYA for staff hours.

(b) Chabot College and BYA will work together to select appropriate staff which shall promote and enroll youth, ages 16-24, into the WIA EPII Program.

(c) Chabot College agrees to:

1. Train staff WIA eligibility and program requirements, program procedures, technology training, and any other training necessary for BYA staff to complete their duties.
2. Provide day-to-day supervision of BYA staff.
3. Serve as the Fiscal Agent for funding
4. Maintain records of all EPII youth being served at Chabot and partner organizations
5. Outreach, recruit, assess, counsel enroll, when appropriate, and monitor the progress of EPII youth at Chabot College individuals are aware of the opportunities in Tri-Cities Collaborative programs
6. Refer, assess, and enroll, when appropriate, individuals into programs
7. Support enrollees throughout training and assist with placement in employment
8. Monitor the academic progress of youth participants
9. Employ, when appropriate, participant youth in Chabot Summer Bridge and on-campus jobs
10. Complete all programmatic and fiscal reporting to the funding agency
11. Periodically monitor and evaluate EPII Program progress towards meeting required performance measures

III. BERKELEY YOUTH ALTERNATIVE RESPONSIBILITIES

(a) Berkeley Youth Alternative agrees to:

1. Provide an Office administrator who will provide data entry and student file management..
2. Provide a Case Manager who will provide participant case management
3. Provide personnel management services for all contracted staff

IV. PAYMENT TERMS:

(a) BYA will submit an invoice to Chabot College on a quarterly basis.

(b) Chabot College will authorize payment to BYA upon submission of an invoice, and a complete report with documentation providing dates and services that are performed pursuant to the Agreement.

(c) Payment shall not exceed the total amount of \$122,300

Office Assistant – \$30,000

Case Manager – \$35,000

Benefits - \$16,250

BYA 12% - \$9,750

13 youth participants Stipends 2100 for a total of \$27,300

(d) The term of the Agreement will be July 1, 2012 through June 30, 2013.

(e) Chabot College agrees to pay BYA 3 Months in advance and then Monthly their after.

V. RECORD RETENTION

All records must be retained for three years from fiscal closure. This requirement applies to fiscal records, reports and client information. Supporting documentation may be kept at the subcontractor level, but must be available for review for three years from the date of quarterly claim submittal. Any costs that cannot be substantiated by source documents will be disallowed as charges to the FSP.

ATTACHMENT B
FAIR EMPLOYMENT AND HOUSING ACT

During the performance of this Agreement, Contractor and all of its subcontractors, if any, shall not deny this Agreement's benefits to any person on the basis of religion, color, race, sex, age, or physical or mental disability, nor shall they discriminate unlawfully against any employee of applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 1113511139.5) and the policies adopted by the California State University, East Bay, Lead Agency to complement such article.

Contractor and its subcontractors, if any, shall give notice of their obligations under this clause to labor organizations which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all if any, to perform work under this Agreement.

ATTACHMENT C

SUBCONTRACTOR DRUG-FREE WORKPLACE CERTIFICATION

This certification is required by the regulation implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. The regulations, published in the January 31, 1989 Federal Register, require certification by subcontractors of the Davis Street Community Center, Inc, Lead Agency that they will maintain a drug-free workplace

The subcontractor certifies that it will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the subcontractor's workplace and specifying the actions that will take against employees for violation of such prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
 - (1) The danger of drug abuse in the workplace;
 - (2) The subcontractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Making it a requirement that each employee to engaged in the performance of the subcontract be given copy of the statement required by paragraph (a);
- (4) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notifying the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (5) Notifying the Davis Street Community Center, Inc, Lead Agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (6) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

ACCEPTANCE:

In accordance with the subcontract, I hereby understand that a drug-free workplace will be provided according to the requirements described above.