This Contract to Administer the Back 2 Work Program (“Contract”) is made as of [Month Day], 2022, between the Butte County Office of Education (“BCOE”) and [Name of Sub-Contractor], (“SUB-CONTRACTOR”). The BCOE and SUB-CONTRACTOR may be collectively referred to as the “Parties.”

1. **TERM OF CONTRACT**
   The term of this Contract shall begin on July 1, 2022, and end on June 30, 2025.

2. **SUB-CONTRACTOR SERVICES**
   SUB-CONTRACTOR shall provide for the administration of [Number of] Work Crews for the BCOE Back 2 Work Program (“Program”) in [Selected Counties] as more specifically described in the attached Exhibit “A” (“Services”).

   SUB-CONTRACTOR agrees to complete and deliver the Services to the satisfaction of BCOE in compliance with the specifications, terms and conditions in this Contract and in the “Caltrans Parolee Work Crew Program Agreement” between the BCOE and the California Department of Corrections and Rehabilitation (“CDCR”), numbered C5610709, incorporated herein by reference and attached as Exhibit “D”.

3. **PAYMENT PROVISIONS**
   a. For Services rendered to the satisfaction of BCOE, and upon BCOE approval of invoices submitted by SUB-CONTRACTOR in accordance with the provisions below, BCOE agrees to reimburse SUB-CONTRACTOR on a monthly basis, in arrears, for actual allowable costs incurred, as specified herein and in accordance with the rates specified in the attached Exhibit “B”.

   b. The BCOE will only reimburse the SUB-CONTRACTOR for the cost of Services actually rendered and as authorized by the BCOE up to the maximum total payment available. The maximum total payment available to SUB-CONTRACTOR for the duration of this Contract is [$____________.00]. SUB-CONTRACTOR
understands and agrees that the maximum total payment amount is provided as an estimate. SUB-CONTRACTOR agrees that if funding from the State of California for any fiscal year is reduced or funds are not appropriated for this Program, BCOE shall have the option to terminate this Contract immediately with no liability occurring to BCOE, or offer a Contract amendment to SUB-CONTRACTOR to reflect the reduced amount. The BCOE shall provide written notice to SUB-CONTRACTOR upon learning that State of California funding will be so reduced or ended.

c. SUB-CONTRACTOR, on a monthly basis, shall provide BCOE with the following, completed documents, attached hereto as Exhibit “D”, with a monthly invoice of Services rendered:

i. BCOE Cover Invoice
ii. CALTRANS Monthly Crew Summary
iii. CALTRANS Work Crew Program Register of Participation
iv. CALTRANS Work Crew Program Weekly Time Record
v. CALTRANS Work Crew Program Weekly Bag Count
vi. CALTRANS Monthly Expense Report

The Monthly Expense Report shall itemize materials, supplies, and equipment purchased during the billing period. A comprehensive report shall be provided with each invoice; listing sites and dates visited, status updates on the sites, any training that was provided, materials used for training, and other pertinent information.

d. SUB-CONTRACTOR shall submit a monthly invoice of Services rendered, in arrears, to BCOE, no later than 15 days following the last day of the month during which Services were rendered. Invoice shall be submitted electronically to: b2w@bcoe.org Incomplete or disputed invoices shall be returned to SUB-CONTRACTOR unpaid and for correction.

e. BCOE shall not be liable to SUB-CONTRACTOR for any costs or expenses paid or incurred by SUB-CONTRACTOR in performing Services, other than as expressly provided in the Contract. SUB-CONTRACTOR agrees that BCOE only be obligated to pay under this Contract to the extent that funds are received from the State of California.
4. **ALLOWABLE COSTS**

   a. The method of payment for this Contract will be based on the agreed upon daily rate per work crew and budget submitted in SUB-CONTRACTOR’s proposal for actual allowable costs. BCOE will reimburse SUB-CONTRACTOR for expended actual allowable direct and indirect costs, including, but not limited to labor costs, employee benefits, and travel (overhead is reimbursable only if the SUB-CONTRACTOR has an approved indirect cost allocation plan) in performance of the Services, not to exceed the maximum total payment available set forth in Section 3(b), above. Actual costs shall not exceed the estimated wage rates, labor costs, travel and other estimated costs and fees set forth in Exhibit “B” without prior written agreement between BCOE and SUB-CONTRACTOR. Actual and allowable costs shall be reimbursed to SUB-CONTRACTOR in accordance with “CDCR’s Billing & Invoicing Guidelines Developed for Bidders & Contractors” attached hereto as Exhibit “E”. All costs, including but not limited to payroll purchase of required items such as gas, insurance, worker’s compensation, toilets, supplies, etc., plus the allowable 10% in Indirect Costs and the 5% Service Fee may not exceed the maximum daily total reimbursement rate per work crew, including supervision.

   b. Reimbursement of SUB-CONTRACTOR expenditures will be authorized only for those allowable costs actually incurred by SUB-CONTRACTOR in the performance of the Services. SUB-CONTRACTOR must not only have incurred the expenditures on or after the effective date of this Contract and before the termination date, but must have also paid for those costs to claim any reimbursement.

5. **EQUIPMENT PURCHASE**

   a. In accordance with Exhibit E, “expendable equipment” is defined as expendable items, which depreciate with use and have a unit acquisition cost of less than $5,000 per unit. Title to any expendable equipment purchased or built with State funds as part of the Contract will vest in CDCR. Upon termination of the agreement, expendable equipment becomes the property of CDCR. The Contractor must retain a listing of expendable equipment purchases that are considered “theft-sensitive” items, such as cameras, calculators, two-way radios, computer equipment, etc., for audit purposes. Purchase of any expendable equipment under this Contract shall be subject to the provisions contained in Exhibit E.

   b. “Non-expendable equipment” is defined as movable articles which has a normal
useful life of at least one year or more; and, has a unit acquisition cost of $5,000 or more. (Note: A unit consists of one item.) As indicated in Exhibit E, no reimbursement shall be issued for the purchase non-expendable equipment.

6. **MONTHLY AND FINAL REPORTS**
   a. **SUB-CONTRACTOR** shall submit written progress reports and expenditure reports, on a monthly basis with its invoice, to allow the BCOE Program Manager to determine if **SUB-CONTRACTOR** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

   b. **SUB-CONTRACTOR** shall provide in its monthly progress reports, and upon request of BCOE or CALTRANS, data pertaining to Services rendered, including but not limited to:
      i. Name, address, contact information, and demographics for each participant in the Program
      ii. Employment obtained by participants in the Program (place of employment and wage)
      iii. Reasons for each participant leaving the Program
      iv. Recidivism or returning to custody (For justice-involved sites)

   c. **SUB-CONTRACTOR** may be required to use a BCOE-provided database for all data pertaining to this Program.

   d. Any document or written report prepared as a requirement of this Contract shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of any and all contracts relating to the preparation of the documents or reports.

   e. **SUB-CONTRACTOR** will provide one (1) electronic version of a final written report to the BCOE Contract Manager at the end of the Contract term.

7. **DRUG FREE WORKPLACE**
   By signing this Contract, **SUB-CONTRACTOR** hereby certifies under penalty of perjury under the laws of the State of California that **SUB-CONTRACTOR** will comply with the
requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

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, as required by Government Code section 8355(a)(1).

b. Establish a Drug-Free Awareness Program as required by Government Code section 8355(a)(2) to inform employees about all of the following:

   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. Provide as required by Government Code section 8355(a)(3), that every employee who provides the Services pursuant to this Contract:

   i. will receive a copy of the SUB-CONTRACTOR’s Drug-Free policy statement, and
   ii. will agree to abide by the terms of the SUB-CONTRACTORs statement as a condition of providing the Services under this Contract.

d. Failure to comply with these requirements may result in suspension of payments under this Contract or termination of this Contract or both, and SUB-CONTRACTOR may be ineligible for the award of any future state or BCOE contracts if CALTRANS determines that any of the following has occurred: (1) SUB-CONTRACTOR has made a false certification, or (2) SUB-CONTRACTOR violates the certification by failing to carry out the requirements as noted above.

8. **TUBERCULOSIS (TB) TESTING**

   Because the Services required under this Contract will be performed within a CDCR community-based Program, SUB-CONTRACTOR and their employees who are assigned
to work with, near, or around parolees shall be required to be examined and tested or medically evaluated by a licensed healthcare provider for TB in an infectious or contagious stage prior to the performance of contracted duties, and at least once a year thereafter (within 12 months of their initial or previous TB test under this contract), or more often as directed by CDCR. SUB-CONTRACTOR and their employees who have any contact (physical or nonphysical) with parolees, shall be required to furnish to the CDCR Contract Manager, at no cost to CDCR, a documented Tuberculosis (TB) evaluation/test for TB infection (Tuberculin Skin Test (TST) or a blood test Interferon Gamma Release Assay (IGRA) completed within (30) thirty days of the start date of the services and be certified to be free of TB in an infectious or contagious stage by a licensed healthcare provider prior to assuming their contracted duties and annually thereafter.

9. USE OF OFFICE SPACE
SUB-CONTRACTOR will allow BCOE to utilize office space at SUB-CONTRACTOR [Common Name of Office Building or Location], located at [Address, City, State, Zip], three (3) business days per week, during regular business hours, and as to not unreasonably interfere with the operations of SUB-CONTRACTOR, in order to perform work necessary and related to the Program.

10. INSURANCE
Prior to performing any of the Services, SUB-CONTRACTOR shall furnish evidence of all insurance coverage required under this Contract. Such coverage shall be in effect for the entire duration of this Contract.

a. Comprehensive Auto and General Liability: During the term of the Contract, SUB-CONTRACTOR shall maintain comprehensive auto insurance of no less than one million dollars ($1,000,000.00) per claim person and two million dollars ($2,000,000.00) in aggregate, issued by an admitted insurer or insurers and defined by the California Insurance Code.

b. Additionally, SUB-CONTRACTOR shall maintain commercial general liability insurance of no less than one million dollars ($1,000,000.00) per occurrence per person and two million ($2,000,000.00) in aggregate, issued by an admitted insurer or insurers with no less than an A Standard and Poor’s credit rating.

c. The Butte County of Education, California Department of Transportation, California Department of Correction and Rehabilitation, State of California, and
their respective officers, employees, and agents are to be named as additional insured under the policy. Proof of coverage shall be provided to the BCOE on or before the effective date of the Contract.

d. During the term of the Contract, SUB-CONTRACTOR shall fully comply with the terms of the law of California concerning Workers’ Compensation. Said compliance shall include, but not be limited to, maintaining in full force and affect one or more policies of insurance to insure against any liability SUB-CONTRACTOR may have for Workers’ Compensation.

11. INDEMNIFICATION AND HOLD HARMLESS
The SUB-CONTRACTOR shall hold harmless, defend, and indemnify the Butte County Office of Education, California Department of Correction and Rehabilitation, California Department of Transportation, the State of California, and each and all of their respective officers and employees, including the Butte County Superintendent of Schools, and Butte County Board of Education, from any and all claims, demands and/or losses which may be made by reason of:

a. Any injury to person or property sustained by the SUB-CONTRACTOR or by a person, firm, or corporation employed directly or indirectly by him or her, in connection with his or her performance under the Contract.

b. Any injury to person or property sustained by any person, firm, or corporation caused by act, neglect, default, or omission by the SUB-CONTRACTOR or of any person, firm, or corporation directly or indirectly employed by him in connection with his performance under the Contract.

i. The SUB-CONTRACTOR, at its own risk and expense, shall defend any legal proceeding or claim that may be brought against the Butte County Office of Education, California Department of Correction and Rehabilitation, California Department of Transportation, the State of California, and each and all of their respective officers and employees, including the Butte County Superintendent of Schools, and Butte County Board of Education. The SUB-CONTRACTOR will also satisfy any settlement or judgment that may be rendered against the Butte County Office of Education, California Department of Correction and Rehabilitation, California Department of Transportation, State of California, and each and all of their respective
officers or employees for injuries or damages sustained in connection with its performance under the Contract.

ii. The indemnity provisions of this section shall not apply to any claim, demand, proceeding, settlement or suit arising or resulting from the gross negligence or willful misconduct of Butte County Office of Education, California Department of Correction and Rehabilitation, California Department of Transportation, State of California, and their respective officers and employees, including the Butte County Superintendent of Schools, and Butte County Board of Education.

12. LIMITATION OF BCOE LIABILITY

Other than as provided in this Contract, BCOE’s financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event, shall BCOE be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Contract for the Services performed in connection with this Contract.

Neither the BCOE nor the State will be liable to the SUB-CONTRACTOR or its staff for injuries inflicted by parolees of the State. The State agrees to disclose to the SUB-CONTRACTOR any statement(s) known made by any parolee which indicate violence may result in any specific situation, and the same responsibility will be shared by the SUB-CONTRACTOR in disclosing such statement(s) to the State.

Neither the BCOE nor the State will be liable to the SUB-CONTRACTOR or its staff for any injuries caused by exposure to any blood borne pathogens, aerosol transmissible diseases, or communicable diseases. SUB-CONTRACTOR agrees that it shall comply fully with all applicable Cal/OSHA regulations concerning protection of the SUB-CONTRACTOR’s employees from diseases; including Title 8, California Code of Regulations section 5193 (Blood Borne Pathogens), and Title 8, section 5199 (Aerosol Transmissible Diseases). SUB-CONTRACTOR agrees to indemnify, defend, and save harmless the BCOE, State, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any of the SUB-CONTRACTOR’s employees arising out of exposure to any blood borne pathogen, aerosol transmissible
disease, or communicable disease during the SUB-CONTRACTOR’s performance of the Contract.

13. **NONDISCRIMINATION CLAUSE (2 CCR 11105 Clause b)**
   a. During the performance of this Contract, SUB-CONTRACTOR shall not deny the Contract’s benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. SUB-CONTRACTOR shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

   b. SUB-CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs.,tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§11135-11139.5), and the regulations or standards adopted by CALTRANS to implement such article.

   c. SUB-CONTRACTOR shall permit access by representatives of the Department of Fair Employment and Housing and CALTRANS upon reasonable notice at any time during the normal business hours, but in no case less than twenty four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CALTRANS shall require to ascertain compliance with this clause.

   d. SUB-CONTRACTOR shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

14. **AMERICANS WITH DISABILITIES ACT**
   By signing this Contract, SUB-CONTRACTOR assures BCOE that it complies with the
applicable provisions of 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.)

15. **SUB-CONTRACTOR EMPLOYEE MISCONDUCT**
   During the performance of this Contract, it shall be the responsibility of SUB-CONTRACTOR whenever there is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting inmate and/or parolee rights, to immediately notify the CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to inmates/parolees and the associated staff; c) access to employee personnel records; d) that information reasonably necessary to assure CDCR that inmates and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the SUB-CONTRACTOR has taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with inmates and/or parolees, as will assure against a repetition of incident(s) or retaliation. To the extent that the information provided by the SUB-CONTRACTOR fails to so assure CDCR, CDCR may require that any implicated SUB-CONTRACTOR staff be denied access to and the supervision of CDCR inmates and/or parolees and access to inmate and/or parolee records. Notwithstanding the foregoing, and without waiving any obligation of the SUB-CONTRACTOR, CDCR retains the power to conduct an independent investigation of any incident(s). SUB-CONTRACTOR agrees to the jurisdiction of CDCR to conduct an investigation of their facility, operations, and staff, including review of SUB-CONTRACTOR employee personnel records, as a condition of this Contract.

16. **PERMITS AND LICENSES**
   SUB-CONTRACTOR and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishing of materials, articles, or Services listed herein. All operations and materials shall be in accordance with the requirements of California law.

17. **FEDERAL OR STATE REGULATIONS**
   SUB-CONTRACTOR shall perform the Services under this Contract in accordance with
all applicable Federal, State of California, and local laws, ordinances, regulations, and Caltrans encroachment permits, published manuals, policies, and procedures now in effect or which may become effective during the term of this Contract.

18. **IRAN CONTRACTING ACT**

SUB-CONTRACTOR must complete and submit to BCOE the Iran Contracting Act Certification certifying that it is not on the most current Department of General Services (DGS) list to Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010 [https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/SCM/Iran_Contracting_Act_Verification_Form.pdf](https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/SCM/Iran_Contracting_Act_Verification_Form.pdf), before this Contract is executed, unless the Contractor is exempted from the certification requirement by Public Contract Code section 2205(c) or (d). If claiming an exemption, the SUB-CONTRACTOR shall provide written evidence that supports the exemption under Public Contract Code section 2203(c) or (d) before execution of this Contract.

19. **RECORDS RETENTION**

a. SUB-CONTRACTOR shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Program costs and matching funds by line item for the Services. The accounting system of SUB-CONTRACTOR shall conform to Generally Accepted Accounting Principles (GAAP) as outlined by the American Institute of Certified Public Accountants, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. Dual compensation is not allowed; a SUB-CONTRACTOR cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources would benefit. All accounting records and other supporting papers of SUB-CONTRACTOR connected with performance under this Contract shall be maintained for a minimum of three years from the date of final payment to SUB-CONTRACTOR and shall be held open to inspection, copying, and audit by representatives of CDCR, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by SUB-CONTRACTOR upon receipt of any request made by CDCR or its agents.

b. SUB-CONTRACTOR shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the
performance of this Contract, including, but not limited to, the costs of administering this Contract. SUB-CONTRACTOR shall make such materials available at its office at all reasonable times during the duration of this Contract and for three years from the date of final payment to SUB-CONTRACTOR under this Contract. CDCR, the California State Auditor, or any of their duly authorized representative shall each have access to any books, records, and documents that are pertinent to this Contract for audits, examinations, excerpts, and transactions, and SUB-CONTRACTOR shall furnish copies thereof if requested.

c. SUB-CONTRACTOR will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by CDCR, for the purpose of any investigation to ascertain compliance with this Contract.

20. **STATE OWNED DATA**
   a. SUB-CONTRACTOR agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:

   i. Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect CALTRANS data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.

   ii. Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.

   iii. Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.

   iv. Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State
of California, and limit use of State of California information assets for State of California purposes only.

v. Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Contract.

vi. Notify the Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.

vii. Advise the owner of the State-owned data, the agency Information Security Officer, and the agency Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.

b. To use the State-owned data only for State of California purposes under this Contract.

c. To not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s). Reference State Administrative Manual (SAM) section 5335.1.

21. CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to State’s operation, which are designated confidential by the State and made available to carry out this Contract, or which become available to the SUB-CONTRACTOR in order to carry out this Contract, shall be protected by the SUB-CONTRACTOR from unauthorized use and disclosure.

If the methods and procedures employed by the SUB-CONTRACTOR for the protection of the SUB-CONTRACTOR’s data and information are deemed by the State to be adequate for the protection of the State’s confidential information, such methods and procedures may be used with the written consent of the State. The SUB-CONTRACTOR
shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the SUB-CONTRACTOR’s possession that is independently developed by the SUB-CONTRACTOR outside the scope of the Contract or is rightfully obtained from third parties.

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the SUB-CONTRACTOR pursuant to this contract shall be released, published, or made available to any person (except to the BCOE and State) without prior written approval from the State.

SUB-CONTRACTOR by acceptance of this Contract is subject to all of the requirements of California Government Code Section 11019.9 and California Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

22. INDEPENDENT CONTRACTOR

In performance of the Services, duties and obligations assumed by the SUB-CONTRACTOR, it is mutually understood and agreed that the SUB-CONTRACTOR, including any and all of the SUB-CONTRACTOR’s officers, agents, and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of BCOE.

SUB-CONTRACTOR agrees that, for any and all persons performing any Services and/or work contemplated by this Contract and/or related or incidental hereto, that are employees of the SUB-CONTRACTOR, SUB-CONTRACTOR shall withhold federal and state income taxes as well as the required employee social security contribution of each said persons. SUB-CONTRACTOR shall comply with all regulations regarding employees, and SUB-CONTRACTOR shall pay and/or contribute its required share as the employer of said persons.

SUB-CONTRACTOR acknowledges the fact that it is an independent contractor and is in no way to be construed as an employee of BCOE, nor are any of the persons employed by the SUB-CONTRACTOR to be so construed.

23. EMPLOYMENT WITH PUBLIC AGENCY

SUB-CONTRACTOR, if an employee of another public agency, agrees that SUB-
CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Contract.

24. ASSIGNMENT; SUBCONTRACTING
SUB-CONTRACTOR shall not assign or transfer, by operation of law or otherwise, any or all of their rights, burdens, duties, or obligations under this Contract without the prior written consent of the BCOE. SUB-CONTRACTOR shall not subcontract any portion of the Services under this Contract.

25. CHANGES IN TERMS/AMENDMENT
This Contract may only be amended or modified by written agreement, signed by the Parties.

26. NOTICE
Unless otherwise indicated in this Contract, any notice required or permitted to be given under this Contract shall be deemed to have been given, served and received if given in writing and personally delivered or deposited in the United States mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

**Butte County Office of Education**
Back 2 Work
Attention: Keith Lane, Contract Manager
2015 J Street, Suite 205
Sacramento, CA 95811

**[Name of Sub-Contractor]**
Attention: [Name, Title]
[Address 1]
[Address 2]
[City, State Zip]

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by certified or registered mail shall be effective five (5) days after deposit in the United States mail.

27. FORCE MAJEURE
The Parties to the Contract shall be excused from performance during the time and to the extent that they are prevented from performing by act of God, natural disaster, strike, loss, accident, or any other cause beyond the control of the Parties provided that satisfactory evidence is presented and the failure to perform is not due to the fault or neglect of the SUB-CONTRACTOR.
28. **TERMINATION**
This Contract may be terminated by either party for any reason by giving written notice to the other party at least thirty (30) days in advance of the effective date of such termination. In the event of termination by said notice, funds reimbursed to SUB-CONTRACTOR will include all authorized, non-cancelable obligations and prior costs incurred.

29. **LIABILITY FOR NONCONFORMING WORK**
The SUB-CONTRACTOR will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered, the SUB-CONTRACTOR will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after completion of Services, BCOE or CDCR, in its sole discretion, may use any reasonable means to cure the nonconformity. The SUB-CONTRACTOR shall be responsible for reimbursing BCOE or CDCR for any additional expenses incurred to cure such defects.

30. **CONTRACT SUSPENSION**
Notwithstanding any other provisions of this Contract, pursuant to a Governor’s Executive Order or equivalent directive, such as a court order or an order from a federal or state regulatory agency, mandating the suspension of state contracts, the BCOE may issue a Suspension of Work Notice. The Notice shall identify the specific Executive Order or directive subject to suspension. Unless specifically stated otherwise, all performance under the Contract must stop immediately upon receipt of the Notice. During the period of contract suspension, SUB-CONTRACTOR is not entitled to any payment for the suspended work. Once the order suspending state contracts has been lifted, a formal letter from the BCOE will be issued to the SUB-CONTRACTOR to resume work.

31. **ENTIRE CONTRACT**
This Contract contains the Parties’ entire written agreement. Any representations or promises not specifically detailed in this Contract will not be valid or binding on the Parties. Any modification to the terms of this Contract must be made in writing and signed by the Parties. Services shall not be rendered until this Contract is approved by the Butte County Superintendent of Schools.

32. **LEGAL RELATIONS AND RESPONSIBILITIES**
Nothing within the provisions of this Contract is intended to create duties or obligations
to or rights in third parties not parties to this Contract or affect the legal liability of either party to this Contract by imposing any standard of care respecting the Project different from the standard of care imposed by law.

33. ATTORNEYS’ FEES
The prevailing party, as defined by California law, shall be entitled to any and all attorneys’ fees and costs related to any disputes arising under this Contract, and the attorneys’ fees and cost relating to the resolution of such disputes whether or not any such dispute proceeds to final judgment.

34. APPLICABLE LAW
This Contract is made and entered into in the State of California and shall in all respects be interpreted and enforced under California law. The Parties agree that venue for any legal proceedings hereunder will be in Butte County, California.

35. WAIVER
The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

36. SEVERABILITY
If any term, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

37. COUNTERPARTS
This Contract and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

38. SIGNATURES
By affixing its signature to this Contract, each party warrants and represents that each has the authority to enter into this Contract and to perform all obligations under the Contract, and further that signatory of this Contract is authorized to legally bind the party.
Butte County Office Education

By: ____________________________

Title: Superintendent

Date: __________________________

SUB-CONTRACTOR:

By: ____________________________

Title: __________________________

Date: __________________________
WORKERS’ COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and contractor will comply with such provisions before commencing the performance of the Services of this Agreement.

Date: 
Name of Vendor:  
Signature: 
Print Name and Title: 

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Agreement.)
DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is required from the successful Proposer pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a “state agency” as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Vendor shall certify that it will provide a drug-free workplace by doing all of the following:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or organization’s workplace and specifying actions which will be taken against employees for violations of the prohibition.

b. Establishing a drug-free awareness program to inform employees about all of the following:
   (1) The dangers of drug abuse in the workplace.
   (2) The person’s or organization’s policy of maintaining a drug-free workplace.
   (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
   (4) The penalties that may be imposed upon employees for drug abuse violations.

c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Agreement be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _______________________________

Proper Name of Vendor: _______________________________

Signature: _______________________________

Print Name: _______________________________

Title: _______________________________
TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: __________ between Butte County Office of Education ("BCOE") and __________________________ ("Vendor") ("Contract" or "Project").

This Tobacco-Free Environment Certification form is required from the successful Vendor.

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District’s policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm’s employees, agents, subcontractors, or my firm’s subcontractors’ employees or agents to use tobacco and/or smoke on the Project site.

Date: __________________________

Proper Name of Vendor: __________________________

Signature: __________________________

Print Name: __________________________

Title: __________________________

[END OF DOCUMENT]
Exhibit “A”
EXHIBIT A

SCOPE OF WORK

1. It is specifically understood and agreed that on behalf of BCOE’s Back to Work (“B2W”) Program, SUB-CONTRACTOR shall administer a transitional employment program for men and women on parole (“Work Crew Program”) by carrying out BCOE’S duties and responsibilities in strict conformance with the terms and conditions required by the agreement between BCOE and California Department of Corrections and Rehabilitation (“CDCR”), numbered C5610709 (Exhibit D), and as set forth below.

2. The goal of the Work Crew Program is to assist parolees' successful reintegration into their communities upon release from prison, through effective job placement and retention, which will increase public safety. The Work Crew Program will be operated in conjunction with other CDCR-funded community-based programs, including, but not limited to, Day Reporting Centers, Community-Based Coalitions and Parolee Service Centers. These community-based programs will supply the parolee participants for the Work Crew Program.

3. SUB-CONTRACTOR shall provide mission-critical litter and debris removal services for the CALTRANS Division of Maintenance. At BCOE direction, the SUB-CONTRACTOR shall provide [«TOTAL_CREWS»] work crews per day. Each work crew shall consist of a minimum of six (6) crew members and up to a maximum of eight (8) crew members and a minimum of one (1) crew supervisor. The number of work crews shall vary by each CALTRANS facility.

   Work Crews are expected to work an eight (8) hour day, five (5) days per week, Monday through Friday, excluding State holidays. Work days and hours may vary by location based on CALTRANS needs. As per business needs, the SUB-CONTRACTOR may be required to provide services outside of expected working hours, including alternative work hours or on weekends, as determined by the CALTRANS Contract Manager or designee to achieve performance measures.

4. SUB-CONTRACTOR shall Ensure that Work Crew Program parolees assigned are continuously engaged in transitional employment and supportive services as outlined in this Scope of Work.

5. SUB-CONTRACTOR shall partner with Division of Rehabilitative Programs (“DRP”) and other CDCR program staff with assistance from the DRP Program Analyst, to ensure a
referral pipeline is successfully coordinated. The SUB-CONTRACTOR may also assist in facilitating relationships and connections with other SUB-CONTRACTOR funded programs. SUB-CONTRACTOR shall ensure staff is available for initial orientation and ongoing training as provided by CDCR pursuant to law, rules, policies, and procedures.

6. SUB-CONTRACTOR providing service under this Agreement shall allow the BCOE, DRP Program Analyst and other CDCR Representatives access to service sites, client files and staff upon request. Access to the mentioned services will ensure successful Program Accountability Review (PAR), and establish appropriate parolee supervision.

A. GENERAL AGREEMENT

1. The Contract Manager Designee, usually a CALTRANS Maintenance Supervisor, shall inform the designated representative of SUB-CONTRACTOR as to the specific location and scope of work parameters to be performed. The CALTRANS Maintenance Supervisor, BCOE and SUB-CONTRACTOR shall agree upon a schedule. SUB-CONTRACTOR shall provide work crews at the scheduled time and locations. The work shall be performed on CALTRANS Right of Way within a 60-mile radius of the crew staging area.

2. SUB-CONTRACTOR shall be solely responsible for supervision and care of the work crew(s) assigned to work on CALTRANS Right of Way and maintaining supervision.

3. Sub-contractor shall be solely responsible for crew pay, workers’ compensation, and any other benefits required by state law. Subcontractors and crew members shall not be considered employees of CALTRANS, CDCR nor BCOE at any time.

4. SUB-CONTRACTOR shall furnish a Certificate of Insurance for Commercial General Liability Insurance, automobile liability insurance, and evidence of valid workers' compensation coverage, which names CDCR, CALTRANS and BCOE as an additional insured.

5. BCOE shall reimburse SUB-CONTRACTOR for costs associated with the utilization of its crews to perform the required work at the agreed upon rate listed on rate sheet in Exhibit B.

6. SUB-CONTRACTOR work crew supervisor shall possess a valid, current
California driver's license of appropriate class and shall operate vans for the transportation of work crew to and from work sites and the towing of portable toilets/work trailers.

7. SUB-CONTRACTOR work crew supervisor shall investigate and report to the BCOE Program Manager or designee any inappropriate behavior on the part of crew members or any personal injury or property damage arising out of work performed under this Agreement.

8. Upon notice by the CALTRANS Contract Manager or BCOE Program Manager, SUB-CONTRACTOR shall immediately investigate and report on all incidents involving property damage, theft, or disruptive behavior. SUB-CONTRACTOR shall take appropriate action, including, but not limited to, removal of offending crew member or SUB-CONTRACTOR staff from the job site.

9. At any time, BCOE, the CALTRANS Contract Manager, CALTRANS Supervisor and/or the CDCR DRP Program Analyst may request removal of any crew member, van driver or crew supervisor from the job site for inappropriate conduct and the SUB-CONTRACTOR shall immediately comply with such request.

10. SUB-CONTRACTOR shall provide, on-a-monthly basis, including but not limited to: any invoices, Registration of Participation, Weekly Time Record and Weekly Production record to BCOE. SUB-CONTRACTOR must also keep a record of costs for review upon request by Contract Manager as stated in Exhibit C.

11. SUB-CONTRACTOR shall establish performance measures as approved by BCOE to ensure litter is removed from the state highway system and shall establish a goal of removing an average of 900 +/- bags of litter per month per crew over the term of the Agreement.

12. SUB-CONTRACTOR shall safely secure all filled trash bags and place in a pile on the side of the highway.

C. RATES OF REIMBURSEMENT

1. For the Services rendered to the satisfaction of BCOE, and upon BCOE approval of invoices submitted by SUB-CONTRACTOR in accordance with the provisions of the Contract, BCOE agrees to reimburse SUB-CONTRACTOR on a monthly basis, in arrears, for actual allowable costs incurred, as specified in Exhibit B.
D. EQUIPMENT

1. SUB-CONTRACTOR shall not permit crew members to operate complex equipment for any work under this Agreement, i.e. power chain saws, weed eaters with blade attachments, power shears etc.

2. SUB-CONTRACTOR shall supply each work crew a fully functional van with a rotating amber light to transport crew members and work trailer with portable restroom that is in safe operable condition at-all-times and in compliance with the California Motor Vehicle Code. The van will serve as an advance warning/barrier vehicle for the crew in accordance with CALTRANS policies and procedures while in the work zone.

3. SUB-CONTRACTOR must supply each work crew with a work trailer with a portable restroom that meets all California Motor Vehicle Codes and Cal/OSHA standards. Minimum requirements for the work trailer with portable restroom are: trailer with mounted flushing toilet and restroom; a toilet installed in a lockable, weatherproof enclosure; a wash basin; fresh water and waste holding tanks; a toolbox or storage area; and a waste storage bin.

4. SUB-CONTRACTOR shall be responsible for appropriate vehicle registration, insurance, and identification. SUB-CONTRACTOR shall be responsible for all vehicle fuel, maintenance, and repair.

5. The van shall have a first aid kit onboard for minor injuries of crew members. The van shall have non-flammable safety flares mounted onboard to use in case of emergencies.

6. SUB-CONTRACTOR shall supply each Work Crew Supervisor and Program Manager with a cell phone, which they shall keep on their person at all times. All cell phones will be equipped with hands-free device to ensure the safety of the Work Crews when talking on the phone and driving at the same time.

E. SAFETY

1. SUB-CONTRACTOR must provide a work crew supervisor to direct crew operations, safety procedures and drive the van for transporting the work crew. Dependent on the safety aspects of the work site, CALTRANS personnel do not have to be present
at the worksite but shall be in the general geographic area to respond to emergencies. CALTRANS shall give daily pre-job technical instructions and safety information specific to the work location. The SUB-CONTRACTOR agrees to follow applicable safety guidelines within the CALTRANS Safety Manual and any other applicable regulation or standard issued by Cal/OSHA.

2. SUB-CONTRACTOR shall submit their company’s Injury and Illness Prevention Program (“IIPP”) to the BCOE Program Manager. The IIPP must conform to Cal/OSHA’s California Code of Regulations (CCR) Title 8, Subchapter 7, General Industry Safety Orders (GISO), §3203, Injury and Illness Prevention Program and address common safety risks encountered in the workplace. The IIP must also include procedures for complying with the Cal/OSHA heat illness prevention standard.

3. SUB-CONTRACTOR reserves the right to refuse to provide services on any work site which may be deemed unsafe in good faith but shall first confer with the applicable CALTRANS Maintenance Supervisor. If SUB-CONTRACTOR uses this right they must submit a written report to BCOE detailing why the work order was deemed unsafe and documentation that SUB-CONTRACTOR conferred with CALTRANS Maintenance Supervisor.

4. SUB-CONTRACTOR work crew supervisor must be available by cell phone during normal work hours for technical instructions and emergencies.

5. In the event that a crew member is injured on the job, the SUB-CONTRACTOR shall be responsible for ensuring that the injured worker receives the appropriate level of medical care and transportation to a medical facility. The SUB-CONTRACTOR shall be responsible for the administration and processing of any and all workers’ compensation claims due to any injuries incurred on the job. SUB-CONTRACTOR shall notify BCOE, CALTRANS Contract Manager and the DRP Program Analyst within 24 hours or by the following work day of any injuries sustained while working under this Agreement.

6. Upon execution of this Agreement, CALTRANS shall conduct initial safety training to work crews and include relative handouts and applicable topics from the CALTRANS Safety Manual, Chapter 8, Protection of Workers and Code of Safe Practices relating to Litter Removal Roadside.
7. SUB-CONTRACTOR shall conduct quarterly safety meetings and provide documentation of such to the CALTRANS Maintenance Supervisor or designee.

8. SUB-CONTRACTOR’s work crew supervisor shall conduct daily “tailgate” safety briefings for the work crew that include identifying hazards specific to work locations and any applicable seasonal safety hazards.

9. Daily “tailgate” safety briefings conducted by the SUB-CONTRACTOR’s work crew supervisor shall be documented on CALTRANS Form PMS0110 or equivalent and provide a copy to the CALTRANS Maintenance Supervisor at the location where the work crew is deployed.

10. CALTRANS Maintenance Supervisor or designee shall provide additional oversight, technical safety advice, additional meeting topics, or provide “special focus” daily safety briefings as needed.

11. SUB-CONTRACTOR shall train all crew members about the hazards of handling and disposing of hypodermic needles per CALTRANS safety protocols.

12. CALTRANS and SUB-CONTRACTOR shall not allow crews to cleanup active homeless encampments. SUB-CONTRACTOR shall remove litter and debris once encampment is deemed safe by the following process:

   a. Unsheltered Encampment Relocation. SUB-CONTRACTOR shall not engage in any activities to relocate any persons experiencing homelessness who are situated within CALTRANS right-of-way. SUB-CONTRACTOR shall comply with the processes and procedures set forth in CALTRANS’ “Interim Guidance on Encampments”, dated July 2021, (Exhibit “D”) and as may be amended during the term of this Agreement.

   b. Abandoned Encampments. If SUB-CONTRACTOR encounters abandoned homeless encampments at or within CALTRANS right-of-way, SUB-CONTRACTOR shall comply with the processes and procedures set forth in CALTRANS’ “Interim Guidance on Encampments” (Exhibit D), including but not limited to coordination with CALTRANS and the local California Highway Patrol.

   c. Hazardous Material Clean up. SUB-CONTRACTOR shall not engage in any hazardous material clean-up activities. If SUB-CONTRACTOR encounters any hazardous materials, including but not limited to blood borne pathogens,
biological waste, feces, syringes, needles, sharp objects or unknown substances during maintenance services performed under this Agreement, SUBCONTRACTOR shall immediately contact CALTRANS’ District Hazardous Material Manager for appropriate action.

13. CALTRANS-provided sharps containers must be utilized for disposal of needles and sharp objects. Needles must be picked up with a litter stick and shall never be placed in plastic bags for disposal.

14. SUB-CONTRACTOR shall ensure appropriate clothing and footwear is worn for the work being performed according to all guidelines for Personal Protective Equipment contained in the CALTRANS Safety Manual. Crew members are expected to report to work reasonably dressed to protect themselves from exposure to usual and/or predictable physical and environmental conditions found in the work place.

15. The following CALTRANS Approved Personal Protective Equipment (PPE) shall be provide by the Sub-contractor:

   a. Orange Color Safety Hardhat (ANSI Z89.1 1997, Class G OR latest), No CALTRANS Logo;
   b. Safety glasses (ANSI Z87.1-1989 compliant);
   c. Puncture resistant gloves;
   d. Lime green vests ANSI/ISEA 107-2010 Class II or Class III – latest edition ANSI spec;
   e. Raingear if needed. Raingear must be ANSI/ISEA 1070-2010 Class III compliment – (latest edition) OR ANSI/ISEA 107-2010 Class III compliant – (latest edition) warning garments must be worn over the raingear. During inclement weather CALTRANS will investigate other work assignments away from roadside; and
   f. Face coverings as required by state or local ordinance.

16. CALTRANS will furnish:

   a. Bags;
   b. Litter sticks;
   c. Hand tools, shovels, hoes, rakes, etc.;
   d. Sharps containers;
   e. Tyvek coveralls if needed; and
f. Necessary safety cones, warning signs and/or flags.

17. Local CALTRANS Maintenance Supervisor or designee shall determine if worksite conditions require signs, flags, vehicle protection (barrier vehicle), or lane closures. If signage, flags or lane closures are appropriate for conditions, CALTRANS will:

a. Either provide training to SUB-CONTRACTOR so they may perform sign and flag setup;

b. Setup signs and flags for SUB-CONTRACTOR;

c. Setup lane closure for SUB-CONTRACTOR;

d. Request Maintenance Zone Enhanced Enforcement Program (MAZEEP) services, if needed; and

e. Provide a barrier vehicle, if needed.

F. WORK TO BE PERFORMED BY SUB-CONTRACTOR LITTER REMOVAL CREWS

Work crews shall assist with litter and debris removal. WHEN NO LITTER AND DEBRIS IS PRESENT, CREWS MAY ALSO PERFORM WORK INCLUDING, BUT NOT LIMITED TO:

a. Weed and vegetation control using hand tools;

b. Paint over or remove graffiti;

c. Trim or remove unwanted, unsightly, dead, overgrown, etc. brush and trees within the right of way;

d. Make firebreaks at fence lines and where appropriate adjacent to shoulders in lieu of spraying, grading, mowing or diskng;

e. Remove fire tinder within the right-of-way, e.g. dead grass, fallen limbs;

f. Plant of seed natural vegetation on friable cut and fill slopes and any other areas subject to erosion;

g. Plant restoration in landscaped area by removing dead plants and replanting;

h. General cleanup and yard work at CALTRANS maintenance stations and facilities;

i. Minor storm damage repair activities; and

j. Storm drain cleaning.

G. STAFF

1. SUB-CONTRACTOR, at its own cost and expense, shall provide such staff as is reasonable and necessary to fulfill the terms and conditions of this Contract who shall remain SUB-CONTRACTOR employees. SUB-CONTRACTOR at its own cost and expense shall be responsible for staff employment including wages, benefits, payroll taxes, workers’ compensation and State Disability Insurance, unemployment insurance, and any and all other applicable State of California laws governing employment.
2. Each Participant/Crew member must be paid at least State or city/county minimum wage, whichever is greater.

3. SUB-CONTRACTOR is responsible for coordinating, transporting and supervising work crew participants to ensure work crews are always at a minimum of six (6) crew members per crew and a maximum of eight (8) crew members per crew. It is intended to have eight (8) crew members per crew per day. It is understood that it is the responsibility of the SUB-CONTRACTOR to maximize the contracted dollars at all times and ensuring that crews at each location are full at all times.

4. SUB-CONTRACTOR is responsible for recruiting work crew members to ensure work crews are meeting the staffing needs. It is understood that it is the responsibility of the SUB-CONTRACTOR to maximize the contracted dollars at all times and ensure that work crews at each location are meeting the staffing needs at all times.

5. If SUB-CONTRACTOR allows a work crew’s size to fall below the minimum six (6) participants for two (2) consecutive months, BCOE shall request from SUB-CONTRACTOR a Corrective Action Plan with a 30-day deadline and notify CDCR and CALTRANS of that request. Additionally, if the work crew falls below six (6) crew members on any day after that initial month, BCOE shall pro-rate the reimbursable rate per-day per-crew for each day below minimum amounts. If during the next month the crew size falls below the minimum of six (6) participants for more than five (5) days in that month, BCOE reserves the right to coordinate with the SUB-CONTRACTOR to establish another work crew at various locations under an amendment to the Contract or to terminate the Contract.

6. All staff, with exception of crew members, working under this Contract must:
   a. Be approved by BCOE Program Manager or designee; and
   b. Complete a thorough background check from CDCR

7. All work crew supervisors must:
   a. Be CPR/First Aid certified;
   b. Have completed AB1825 Sexual Harassment Training; and
   c. Possess a valid OSHA 10 card.

8. Below are the minimum required positions with suggested duties for those positions. It is the responsibility of SUB-CONTRACTOR to ensure it has all necessary staff to fulfill its obligations and duties under this Contract and create job descriptions for each position:
   a. Work crew supervisor, one (1) per work crew. The supervisor(s) salary shall
not exceed $25.00 per hour. The $25.00 threshold may be increased with prior justification and approval by BCOE and DRP Staff Services Manager on a case-by-case basis.

The supervisor shall be responsible for, but not limited to:

i. Driving the van that transports the work crew to work locations;
ii. Managing the day-to-day performance of work crew members in meeting their assigned job responsibilities;
iii. Training and managing the work and safety of the work crew;
iv. Coordinating with other SUB-CONTRACTOR staff, BCOE, CDCR, CALTRANS and other CDCR-funded community-based programs;
v. Ensuring the safety of the work crew members at all times during the workday and that daily Program deliverables are met;
vi. Preparing work crew members to be successful in the workforce by teaching them critical employment soft skills and transferable skills;
vii. Preparing necessary documentation and reporting to fulfill the terms and conditions of this Contract;
viii. Ensuring that the work crew van and any other vehicle used are in proper working condition, contain proper tools and equipment, and are outfitted for the day’s work assignment; and
ix. Otherwise maintaining the integrity of the Work Crew Program.

b. The crew supervisor is typically the driver of the van which transports participants to and from work locations; however, if a separate driver(s) is hired, the salary shall not exceed $25.00 per hour, without prior justification and approval from BCOE and DRP Staff Services Manager on a case-by-case basis.

c. A Program Manager who will be the principal liaison between the work crew supervisors, BCOE, CDCR, CALTRANS, other CDCR-funded community-based programs, and the community at large, and shall be responsible for:

i. Staffing each work crew with sufficient staff in order to perform all duties and responsibilities under this Contract;
ii. Screening, hiring and training work crew supervisors;
iii. Recruiting work crew members to maintain the minimum number of crew members;
iv. Coordinating with CALTRANS to identify the work assignments and locations;
v. Ensuring that the work crew supervisors have the necessary directions,
special instructions, appropriate tools, and other information to perform the job and training aspects of the work;

vi. Ensuring all duties and responsibilities of SUB-CONTRACTOR under this Contract are met; and

vii. Otherwise maintaining the full integrity of the program.

H. SUB-CONTRACTOR’S ADDITIONAL RESPONSIBILITIES

1. SUB-CONTRACTOR shall furnish, as needed and as it develops, the following information to BCOE, no less often than weekly:
   a. Current problems and developments;
   b. Staffing changes under this agreement;
   c. Information on perceived risks; and
   d. All complaints, comments, and critical remarks.

2. SUB-CONTRACTOR shall strive to furnish maximum service to BCOE and all Program participants and shall include, but not be limited to the following:
   
   a. Regular attendance at BCOE requested meetings;
   b. Attendance at BCOE annual Sub-Contractor conference;
   c. Communication of BCOE’s policies to CALTRANS and Program participants as requested;
   d. Maintenance of adequate staffing;
   e. Cooperation with BCOE’s personnel;
   f. Investigation and handling of problems and complaints;
   g. Prompt handling of inquiries and correspondence;
   h. Prompt follow-up of all inquiries received from BCOE;
   i. Keep necessary Data required by CDCR as specified in Agreement # C5610709 (Exhibit D); and
   j. Provide BCOE with necessary Data required by CDCR as specified in Agreement # C5610709 (Exhibit D).
Exhibit "B"
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**TOTAL MAXIMUM CONTRACT WORK CREW FUNDING**

$1,577,100

(1) Represents an estimate. Number of crews may fluctuate from month to month.

(2) Crew Members will be paid at least city/county minimum wage and this reflects a 6-8 person crew.
Subcontractor Name

BILL TO:
Butte County Office of Education
1859 Bird Street
Oroville, CA 95965
Phone: (530) 532-5650

Caltrans B2W Work Crew Program
Contract #
Service Locations:
Service for month ending:
Service days:

Number of Days Worked during billing period:

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<tr>
<th>Location</th>
<th># of Crews</th>
<th>Rate</th>
<th># of Days</th>
<th>Weekly Total by Location</th>
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TOTAL PAYMENT: __________________________
## CALTRANS B2W WORK PROGRAM

### REGISTER OF PARTICIPATION

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<th>Hours Worked</th>
<th>Site Location</th>
<th>Crew Supervisor Name</th>
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<th># Filled Landscap</th>
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**Total Trash Bags:** 0

**Total Landscape Bags:** 0

**Total Number of Days Worked:** 19

**Total Number of Crew Members:** 0

CALTRANS FORM #3
CALTRANS B2W WORK PROGRAM
WEEKLY TIMESHEET

For Week Ending: ______________________  Date: _____________
Crew Supervisor: ______________________  Van Identifier: _____________

Monday Jobsite: ________________________
Tuesday Jobsite: ________________________
Wednesday Jobsite: ________________________
Thursday Jobsite: ________________________
Friday Jobsite: ________________________
Saturday Jobsite: ________________________
Sunday Jobsite: ________________________

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<th>CDCR #</th>
<th>Date 1</th>
<th>Date 2</th>
<th>Date 3</th>
<th>Date 4</th>
<th>Date 5</th>
<th>Date 6</th>
<th>Date 7</th>
<th>Hours Total</th>
<th>Crew Member Signature</th>
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Total Hours
Crew Size

Crew Supervisor Signature: ______________________  Date: _____________
SUBCONTRACTOR NAME
B2W Work Crew Training Program

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<th>Crew Members</th>
<th>Approx Hours</th>
<th>Pay Rate</th>
<th>Actual Costs</th>
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**Crew Supervisor Wages (drivers and supervisor)**

| Wages                   | 2            | 2000         | 25       | $100,000.00  |
|                         |              |              |          | $35,000.00   |
|                         |              |              |          | **$135,000.00** |

**Insurance**

| Liability               |              |              |          | $0.00        |
|                         |              |              |          | $0.00        |
|                         |              |              |          | $0.00        |
|                         |              |              |          | **$0.00**    |

**Operational Costs**

| Facilities              |              |              |          | $7,500.00    |
| Telephone and Utilities |              |              |          | $3,000.00    |
| Consumables             |              |              |          | $1,500.00    |
| Safety Gear             |              |              |          | $1,200.00    |
|                         |              |              |          | **$13,200.00** |

**Vans/Trailers**

| Vans (leasing, insurance, maintenance) | $20,000.00 |
| Trailer                              | $5,000.00  |
| Fuel                                 | $11,500.00 |
| **$36,500.00**                       |

**Administrative Oversight**

| Management and Admin Staff | $62,500.00 |
| Benefits                  | $21,875.00 |
| Indirect Costs            | $58,040.00 |
| **$142,415.00**           |

**Total Cost Per Crew**

| $867,915.00 |

CALTRANS FORM #6

MONTHLY CALTRANS LITTER ABATEMENT COSTS

Each organization utilizing Caltrans funds must keep a record on file that includes a listing of all costs incurred each month and the total costs of each item. Following is an example of a breakdown of Caltrans costs included in a daily total reimbursement rate.