**STANDARD FORM**

**SETA On-the-Job Training/Subsidized Employment (OJT/SE) CONTRACT**

 **Contract #:**

This CONTRACT, dated this       day of      , 20    , is by and between      , hereinafter referred to as SERVICE PROVIDER, and      , of the County of      , State of California, hereinafter referred to as EMPLOYER. This CONTRACT shall begin     , 20    , and shall be in effect as follows: (***check one***)

[ ]  For a **specified term**, ending      , 20    .

[ ]  For an **indefinite term**, continuing indefinitely until terminated as provided herein.

**EMPLOYER AGREES THAT**:

 1. For each trainee hired pursuant to, and after execution of, this CONTRACT, it will: a) hire trainee as a regular member of EMPLOYER’s work force; b) compensate trainee at the same rates, including periodic increases, as similarly situated employees, but in no event less than the higher of the minimum wage specified under the Fair Labor Standards Act of 1938, as amended, or the applicable state or local minimum wage; c) provide trainee with the same employment benefits (including health benefits) and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work; d) complete and provide to SERVICE PROVIDER an *OJT/SE and Trainee Information Form*, attached hereto as Attachment B; e) provide to SERVICE PROVIDER, before the commencement of training, an *Elements of Training/Monthly Evaluation Form*, attached hereto as Attachment C, with the training objectives and number of hours for each element indicated; and f) provide to SERVICE PROVIDER monthly evaluations of the trainee on a copy of the *Elements of Training/Monthly Evaluation Form*, Attachment C, including ratings for the work related competencies and signatures of the Trainee and Employer.

2. It shall maintain, for the term of this CONTRACT, an insurance plan for workers' compensation, issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California, in an amount and sum to meet all requirements of applicable Labor Codes of the State of California, which provides coverage for all employees employed pursuant to this CONTRACT who are currently eligible for coverage under existing workers' compensation laws and regulations. Said insurance shall contain a provision which guarantees that coverage shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to SERVICE PROVIDER, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply.

 3. It will perform all the OJT/SE services for each trainee(s) in the occupation(s) reflected on each *OJT/SE and Trainee Information Form*, Attachment B, for each trainee and will provide all the necessary equipment, materials and supervision.

 4. All services to be performed by EMPLOYER shall be performed by EMPLOYER, or by employees of EMPLOYER under EMPLOYER's supervision.

 5. It will indicate on EMPLOYER's monthly evaluation forms, prior to the completion of each OJT/SE, any dissatisfaction with the OJT/SE employee's progress or capabilities. In the event that an OJT/SE employee, at any time, performs in a manner unsatisfactory to the EMPLOYER, EMPLOYER shall immediately notify SERVICE PROVIDER of the alleged deficient performance.

6. It will submit a monthly fiscal report/invoice, including accompanying trainee timesheets, to SERVICE PROVIDER no later than five (5) calendar days after the end of each month for all active OJT/SEs.

 7. It shall exercise its right to replace an OJT/SE employee and receive a replacement only after prior notice to the replaced trainee of the inadequacy of the trainee's performance.

 8. No performance of any of its obligations under this CONTRACT may be transferred by subcontract, assignment, delegation, or novation. Any attempt by EMPLOYER to assign, delegate or subcontract any performance of its obligations hereunder shall be null and void and shall constitute a breach of this CONTRACT and shall allow for SERVICE PROVIDER to immediately terminate this CONTRACT.

 9. While funding for this CONTRACT is provided to SERVICE PROVIDER by the Sacramento Employment and Training Agency (SETA), a joint powers agency of the City and County of Sacramento, through funds granted to SETA by the federal government and/or the State of California and/or the County of Sacramento, SETA is not a party to this CONTRACT and assumes no obligations or liabilities there under.

10. The EMPLOYER and any of its agents and employees in the performance of this CONTRACT will act in an independent capacity and not as agents, officers, or employees of SERVICE PROVIDER or SETA, and will defend and hold SERVICE PROVIDER and SETA harmless from any such claim.

11. EMPLOYER will maintain and make available time and attendance, payroll and other records to support amounts reimbursed under OJT/SE contracts.

12. At any reasonable time, or during normal business hours, SERVICE PROVIDER, SETA, the U.S. Department of Labor (DOL), the U.S. Department of Health and Human Services (DHHS), the State of California (including the Bureau of State Audits, the State Controller's Office, the Employment Development Department (EDD) and the Department of Social Services (DSS), the Office of Inspector General (OIG) and the Controller General, or their duly authorized representatives shall have the right of access to any books, documents, papers, computer records, or other records of EMPLOYER that are pertinent to this CONTRACT, in order to conduct audits and examinations, and to make excerpts, transcripts, and photocopies of such documents on or off the premises of EMPLOYER. This right also includes timely and reasonable access to EMPLOYER personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as the records are retained. SERVICE PROVIDER shall have the right to observe, monitor, evaluate and examine EMPLOYER's program operation and its offices and facilities utilized in the performance of this CONTRACT.

13. The EMPLOYER will maintain, for the term of this CONTRACT, a valid business license, and provide a copy to the SERVICE PROVIDER.

14. Comply with the provisions of federal regulations regarding debarment and suspension set forth at 29 CFR Part 98 and pass this requirement to each person with whom EMPLOYER enters into a covered transaction at the next lower tier as provided by those regulations. In this regard, EMPLOYER certifies that, to the best of its knowledge neither it nor any of its principals:

* Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
* Has within a three (3) year period preceding the OJT/SE contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
* Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local); and,
* Has within a three (3) year period preceding the OJT/SE contract had one or more public (federal, state or local) transactions terminated for cause or default.

15. It has read, understands and agrees to abide by the *SETA OJT/SE Polies and Procedures*, attached hereto as Attachment A.

**SERVICE PROVIDER AGREES THAT**:

 1. It will provide, during the term of this CONTRACT, the services necessary to assist the EMPLOYER and trainee(s) including, but not limited to, outreach, recruitment, counseling, assessment, placement, monitoring and follow-up.

2. It will pay the EMPLOYER an amount not to exceed a negotiated fixed price in accordance with the cost computations on the *OJT/SE and Trainee Information Form*, Attachment B, for services accepted and approved upon receipt of properly certified invoices, listing trainees’ names, social security numbers, occupations, work-week hours, and costs for the billing periods indicated. In no event will SERVICE PROVIDER pay EMPLOYER more than its actual and reasonable costs.

3. It will certify that the training plan(s) set out are adequate, and that the negotiated price, terms and conditions are consistent with applicable regulations and SERVICE PROVIDER and SETA policies and procedures.

 4. It will conduct EMPLOYER site visits within the first 30 days of the commencement of OJTs/SEs to ensure compliance with CONTRACT terms and conditions, and will document the visits in CalJOBS case notes. Qualifying visits could include meetings to finalize, execute and/or review OJT/SE contracts, as well as meetings to collect the first completed Monthly Evaluation forms of trainees under an OJT/SE contracts.

5. It will verify cost or pricing data submitted by EMPLOYER in respect to this CONTRACT during EMPLOYER's normal business hours.

6. It will review and sign the monthly evaluations completed and submitted by EMPLOYER for each trainee on their respective *Elements of Training/Monthly Evaluation Form*, Attachment C, and retain the forms in trainee files.

7. It will maintain all records pertaining to this CONTRACT for a minimum of four (4) years.

**TERMINATION**:

 1. EMPLOYER may suspend the trainee(s) at any time for conduct that would justify suspension or termination of a regular employee. In addition, EMPLOYER may terminate this CONTRACT and the employment of the trainee(s) for conduct, which would justify termination of a regular employee, upon ten (10) calendar days written notice to the SERVICE PROVIDER.

2. EMPLOYER may terminate this CONTRACT and the employment of the trainee(s) upon ten (10) calendar days written notice to the SERVICE PROVIDER if the economic conditions of the business prohibit the continued employment of the trainee(s).

 3. SERVICE PROVIDER may terminate this CONTRACT upon ten (10) calendar days written notice to the EMPLOYER if the EMPLOYER is in default of any of the provisions of this CONTRACT, or violates any of the covenants, assurances, stipulations or conditions of this CONTRACT.

 4. SETA may immediately suspend performance of this CONTRACT, including payments to EMPLOYER, upon SETA's determination that performance under the CONTRACT constitutes serious programmatic deficiencies within the provisions of federal and/or state regulations. Such suspension will be effective upon written personal or certified mail notice to the EMPLOYER at the EMPLOYER's address set forth below the signature of each party to this CONTRACT. In the event SETA suspends payment to EMPLOYER, nothing herein shall limit, restrict or otherwise impair EMPLOYER's authority to suspend the trainee(s) consistent with EMPLOYER's personnel policies or procedures and as otherwise permitted by law.

 5. Continued or repeated failure of EMPLOYER to submit timely fiscal reports/invoices and/or complete fiscal reports/invoices may, at the option of SERVICE PROVIDER, result in the suspension and/or termination of this CONTRACT.

6. SERVICE PROVIDER may immediately terminate this CONTRACT if funds for the purpose of carrying out this CONTRACT are withdrawn by SETA.

**COUNTERPART, FACSIMILE AND ELECTRONIC SIGNATURES**:

This CONTRACT may be signed in counterparts, such that signatures appear on separate signature pages. A copy or original of the CONTRACT with all signatures and attachments, if applicable, appended together shall be deemed a fully executed CONTRACT. Faxed signatures or signatures provided in electronic, portable document format (pdf) are binding and may be treated as original signatures for all purposes. All executed counterparts together shall constitute one and the same document, and any signature pages, including facsimile or electronic copies thereof, may be assembled to form a single original document.

**GENERAL PROVISIONS**:

No alteration or variation of the terms of this CONTRACT shall be valid and/or binding unless approved by SETA. Requests for modification to the CONTRACT must be made in writing using *SETA’s OJT/SE Contract Modification Request Form*. The form must be signed by the parties hereto. This CONTRACT constitutes the entire agreement between the parties and no oral understandings or agreements not incorporated herein shall be binding on any of the parties.

The employer certifies:

* That it will provide a drug-free workplace as defined by the Drug-Free Workplace Act of 1988.
* That it has sufficient resources to compensate the subsidized trainee/employee
* That it has operated the current business a minimum of two years
* That it did not create the positions to qualify for reimbursement of wages

IN WITNESS WHEREOF, this CONTRACT, and all attachments, is executed by and on behalf of the parties hereto.

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Printed Legal Name of Employer Printed Legal Name of Service Provider

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Signature of Authorized Officer Date Signature of Service Provider Date

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Printed Name and Title of Authorized Signatory Printed Name and Title of Authorized Signatory

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Address Address

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City, State, Zip Code City, State, Zip Code

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Phone Number Phone Number

**Type of Business**:

[ ]  Public Agency

[ ]  Private Non-Profit Corporation

[ ]  Private For-Profit Corporation

[ ]  Private For-Profit Partnership

[ ]  Private For-Profit Sole Proprietorship

Federal (I.R.S.) Employer I.D. #:

State Tax I.D. #:

Business License #:

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