

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Community Action Commission of Santa Barbara County, having its principal place of business at 5638 Hollister Ave., Suite 230, Goleta, CA 93117 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.** Karen Schmitt at phone number (805) 681-4678 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Carolyn Contreras at phone number (805) 964-8857 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Raymond McDonald, Executive WIB Director, 234 Camino del Remedio,
Santa Barbara, CA 93110

To CONTRACTOR: Carolyn Contreras, Program Director, 5638 Hollister Ave, Suite 230, Goleta,
CA 93117

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM.** CONTRACTOR shall commence performance on October 1, 2009 and end performance upon completion, but no later than September 30, 2011 unless otherwise directed by COUNTY or unless earlier terminated. The county at the end of the original contract term has the option to negotiate a renewal for a period not to exceed one year, without re-bidding.

5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 **NOTICES.** above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement,

shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. **TAXES.** COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of COUNTY.

12. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. In accordance with Federal and State regulations, COUNTY shall have the unrestricted right to access any and all documents related to this contract, as well as unrestricted access to all staff related to this contract and coordinated through a designated CAC program contact. County, Federal, and State officials hold the regulatory authority to audit and review all such documents and records at any time, and to question any and all staff related to this contract during CONTRACTORS regular business hours. Reasonable notice of not less than 10 days in writing of the intent to audit and review contract records is to be given to CONTRACTOR during CONTRACTOR's regular business hours. Reviews will be conducted on-site when possible. As issues and concerns are identified, the COUNTY will inform the CONTRACTOR of the specifics with the intent of resolving those issues with sufficient advance notice to make clarifications, corrections and explanations.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

14. **NONDISCRIMINATION.** COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

15. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with

others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **TERMINATION.**

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1. For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not effect any right or remedy which COUNTY may have in law or equity.

2. For Cause. The COUNTY shall have the right to terminate this Agreement for any violation or breach of its terms, unless CONTRACTOR causes such violation to be corrected within a period of thirty (30) days after receipt of notice specifying the violation to be corrected. Prior to termination, COUNTY:

- A. Shall advise the CONTRACTOR of the proposed termination in writing and specify the action that must be taken as conditions preceding the resumption of payment.
- B. Will allow the CONTRACTOR to respond within ten (10) working days of such notice with a plan to correct the deficiencies.
- C. Is under no obligation to make any payments during the period in which deficiencies are noted, until corrected.
- D. Will serve a written termination notice to the Vendor effective thirty (30) days after initial notice.

B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

18. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

19. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

23. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

24. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

26. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

27. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

28. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

29. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

30. **NONAPPROPRIATION CLAUSE.** Notwithstanding any other provision of this agreement, in the event that no funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

31. **COMPLIANCE WITH DEPARTMENT OF LABOR/WORKFORCE INVESTMENT ACT.** (Exhibit E)

32. **PATENT RIGHTS / COPYRIGHTS/ RIGHTS TO DATA:** County shall own all right, title and interest in and to all materials produced in whole or in part under this Agreement, including the right to file for any copyrights or patent rights that may arise from Contractor's activities and services to be provided pursuant to this Agreement, and County, in its sole discretion and responsibility, shall determine whether to file for copyrights or patent rights within the United States or in any other country. Accordingly, County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents, products or other materials prepared pursuant to these Agreements.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Community Action Commission of Santa Barbara County.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR

By: _____
Deputy

By: _____
SocSec or TaxID Number: On File

APPROVED AS TO FORM:
Dennis Marshall
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:
RISK MANAGEMENT

By: _____
Risk Management

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Community Action Commission of Santa Barbara County.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR

By: _____
Deputy

By: _____
SocSec or TaxID Number: On File

APPROVED AS TO FORM:
Dennis Marshall
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:
RISK MANAGEMENT

By: _____
Risk Management

EXHIBIT A
STATEMENT OF WORK

I. Purpose/Term:

Under WIA the main focus of the youth program is on longer-term academic and occupational learning opportunities for youth. A goal is to increase employment, job retention and earnings by developing the work/career potential of youth. The purpose of this Agreement is for CONTRACTOR to provide county-wide Workforce Investment Act (WIA) Youth Services for Out-of-School (OSY) eligible youth between the ages of 14-21 with no more than 5% of the total youth served between the ages 14-15. The CONTRACTOR will be expected to serve new youth for Program Year 09/10 & 10/11.

WIA provides the framework for a workforce preparation and employment system designed to be customer-focused in meeting both the needs of businesses for skilled workers, and assisting individuals in easily accessing the information and services needed to manage their careers. The law embodies seven key principles:

1. Streamlining services through the One-Stop delivery system;
2. Empowering individuals to take responsibility for services they require to succeed in the local labor market;
3. Universal access to the One-Stop system is available to anyone who wants to advance his/her career;
4. Increased accountability for States, local areas, and providers of services requiring performance and customer satisfaction to be a top priority;
5. Strong role for local WIBs and the private sector in designing and managing programs at the local level where the needs of businesses and individuals are best understood;
6. State and local flexibility to design and implement customer-focused, comprehensive delivery systems tailored to meet the particular needs of local and regional labor markets;
7. Improved youth programs offering a broad range of coordinated services linked more closely to local labor market needs.

To assist in developing this system, WIBs and Youth Advisory Councils have been developed in many communities across the United States. The WIBs are certified by the governor, and are charged with oversight of the One-Stop activities. Each WIB is allocated funds to serve Adults, Dislocated Workers and Youth based on their local economic factors and population size.

The Santa Barbara County Youth Council and Workforce Investment Board (WIB) in conjunction with the Santa Barbara County Board of Supervisors are exercising the key principle of local flexibility (key principal #6 above) to design a WIA Youth program that aims to establish and follow a Youth Corps Model.

Youth Corps programs primarily serve young men and women who work in crews supervised by adults to carry out a wide range of conservation, infrastructure improvement and human service projects. Youth Service Corps (YSC) projects are efforts to join the ideals of community service with the long established Youth Employment and Training Program. The YSC differs from the traditional JTPA (Job Training Partnership Act) and WIA Youth Work Experience program in that:

- It provides long-term benefits to the public through youth development and community services;

- It instills a work ethic and sense of public service in the participants through high quality community service projects and citizenship education;
- Projects are labor intensive and involve youth operating in crews. Crews should include a minimum of 6 and a maximum of 12 youth and 1 crew leader working together on the same project;
- Projects are planned and initiated promptly; and
- Participation in YSC enhances skill development, education and leadership skills of participants.
- Learning goals are focused on self-development, increased reading and math skills, increased competence, improved self-esteem and self worth, and the importance and value of individual contributions to the community.

II. Background:

WIA allocates funding for the provision of youth employment and training services that are closely linked to the local labor market and provide youth with a comprehensive set of year-round strategies based on individual assessments. The WIA Youth Program is a blend of youth development activities and employment training activities. As required by WIA, contractor was selected through a competitive bidding process.

III. Program Summary:

- A. Community Action Commission of Santa Barbara County. (CONTRACTOR) will target out-of-school youth who are very marginalized and face multiple risk factors that inhibit their opportunities for success as adults. A high percentage of clients served by CONTRACTOR will be transition age foster care and juvenile justice system probation youth. CONTRACTOR will provide services that prepare the youths for the local market (i.e. opportunities to experience and gain real time employability skills using internships, unpaid and paid, work experience creation of entrepreneurial activities, apprenticeships, workplace literacy, etc.).

Program activities will include all ten elements of the WIA youth services. Elements will be provided by CONTRACTOR or referral and will be documented in each client file. Specific WIA program components provided by the CONTRACTOR will be:

- Orientation
- Referral Information
- Determination of Eligibility
- Assessments
- Development of a comprehensive Individual Service Strategy
- Intensive Case Management
- Supportive Services

CONTRACTOR has identified the most needed services as school completion, job placement assistance and assessment of needed supportive services. Case management staff will spend a significant amount of time addressing these areas. Staff help youth prepare resumes, fill out applications, practice interviewing, search for employment opportunities, dress appropriately for interviews and work, find transportation, and practice good employment skills. Youth will also be encouraged and given assistance with returning to school. Case management staff will maintain at least one hour of contact with each participant per week and at a minimum one face-to-face contact every three weeks.

B. Program Design Features:

The CONTRACTOR shall provide the following program components:

1. Recruitment and identification of the target population;
2. Orientation to prospective participants;
3. Under WIA, all youth must meet eligibility criteria and be determined eligible for the program prior to enrollment and receipt of WIA funded services. The CONTRACTOR will determine eligibility for targeted youth.
4. Provide an objective assessment of academic levels, skill levels, and service needs of each participant. The assessment will include a review of basic skills, occupational skills, prior work experience, employability, interest, aptitudes, supportive service needs, and developmental needs;
5. Develop an Individual Service Strategy (ISS) for each participant taking into account the assessment described above; and
6. Complete Management Information System (MIS) forms required by the Employment Development Department (EDD).
7. The CONTRACTOR shall make available the ten mandated program element services (listed below). The CONTRACTOR does not have to provide each element themselves; however any of the elements which will be performed by someone other than the CONTRACTOR must be evidenced by a written agreement specifying the terms and conditions of such performance.
8. The CONTRACTOR will work closely with the COUNTY and collaboratively track and report WIA required performance measures; and exit determination.
9. CONTRACTOR shall comply with the procedures indicated in the Santa Barbara County Youth Policies and Procedures Manual. This manual contains information and guidance in the following areas:
 - WIA Forms: Eligibility, Enrollment, Exit, and Follow-Up
 - Assessment/Goals/ISS development
 - Case Notes and File Documentation
 - Dual Enrollment / Transfer of Case Requests and Procedures
 - Program Reporting (Narratives, MEAL) and Monthly Invoicing
 - SBC Youth Bulletins
 - WIA Definitions & Glossary
 - Tools and Checklists
 - CONTRACTOR Program and Fiscal Monitoring Requirements, of CONTRACTOR and of its Subrecipients and Programmatic Vendors
 - Corrective Action Plan Requirements for Program and Fiscal Reviews, of CONTRACTOR and of its Subrecipients and Programmatic Vendors
 - MIS Reports and Descriptions (Y.E.S. Tool Kit)
10. The SBC Youth Policies and Procedures Manual may be modified or altered by COUNTY at any time to ensure compliance with WIA rules and regulations.
11. Participants are not to be served under WIA until the youth have been assigned an application number. The County will not be responsible for any client expenses until youth has been deemed eligible and enrolled and the data is in the possession of the MIS department.
12. Roles and Responsibilities of CONTRACTOR and COUNTY are set forth in Exhibit A-3 of this agreement.

C. Program Element Services:

The following ten (10) program element services are required by the Department of Labor (DOL) to be made available to all WIA Youth participants.

The CONTRACTORS strategy for addressing each youth's personal development, education, employment and occupational needs using the ten (10) program elements is listed below:

- Tutoring, study skills training, and instruction, leading to completion of secondary school, including dropout prevention strategies: CONTRACTOR via City Corps and YStrive referrals will provide this element.
- Alternative secondary school services. These services will be provided by Summit School, SBCC Adult Education, Delta High Adult Education, Olive Grove Charter School, Maple High School, Lompoc Adult Education, Camino Real Community Partnership Academy, and Santa Maria High and Righetti Independent Study.
- Summer employment opportunities that are directly linked to academic and occupational learning will be provided by CONTRACTOR, City Housing Authority and City Corps county-wide.
- Paid and unpaid work experiences, including internships and job shadowing: CONTRACTOR will assist participants in accessing this element through collaboration with local employers with the exception of long term projects with City Corps.
- Occupational skill training: Local employers will provide occupational training opportunities for clients.
- Leadership development opportunities- City Corps activities and work performed while job shadowing and mentoring.
- Supportive services include the following:
 - a. Clothing
 - b. Tools
 - c. Books & Tuition
 - d. Food
 - e. Uniforms
 - f. Transportation
- Adult mentoring will be provided by the staff of CONTRACTOR, YSTRIVE, City Corps, and worksites.
- CONTRACTOR will provide the required follow-up services to all clients for a minimum of 12 months after exit from the program. Follow-up services may include: leadership development; supportive services; regular contact with the youth's employer, including addressing work-related problems that arise; assistance with job development, career development and further education; work-related peer-support groups; adult mentoring; and tracking the progress of youth in employment after training.
- CONTRACTOR will collaborate and refer clients for formal substance abuse counseling to Summit School, Daniel Bryant Center, Zona Seca, and Santa Maria Youth & Family. For formal counseling not related to substance abuse

CONTRACTOR will collaborate and refer clients in their region to Family Services Agencies, CALM, ADMHS, and the Little Village. If medical necessity was determined, the youth can become part of CONTRACTOR's Therapeutic Response Aid program.

IV. Training

CONTRACTOR and their subcontractors will participate in all required and mandatory training provided by and on behalf of the State, County, and the Workforce Investment Board during the term of this contract. Trainings will include but are not limited to WIA Youth Eligibility, Enrollment/Exit/Follow-Up Procedures, WIA Performance Measurement, and Child Abuse Prevention.

V. Program and Fiscal Reviews/Audits

CONTRACTOR will be subject to all applicable Federal and State regulations, including but not limited to the requirements described in this section.

REVIEWS AND AUDITS: Pursuant to the schedule of work described in EXHIBIT A of this contract, CONTRACTOR will be subject to program and fiscal monitoring reviews, and to single audit regulations, as both a subrecipient of WIA funds, and as a pass-through entity of WIA funds to its own subcontractors. (See Attachment B, Terms & Definitions, for information on subrecipient and pass-through entity.)

APPLICABLE COST PRINCIPLES: CONTRACTOR will ensure, through monthly reviews of submitted costs, and through annual fiscal monitoring reviews, both CONTRACTOR and its subcontractors will seek reimbursement from COUNTY only for expenses that are allowable under the provisions of the following cost principles, applicable to the entity incurring the costs:

- For nonprofit agencies, OMB Circular A-122.
- For local governmental agencies, OMB Circular A-87.
- For public and nonprofit institutions of higher education, OMB Circular A-121.
- For profit making organizations, 41 CFR Part 1.
- For the Food Stamp Program, 7 CFR Part 277.

OMB CIRCULAR A-133 SINGLE AUDITS: Federal awards expended as a recipient or a subrecipient are subject to audit under OMB Circular A-133. The payments received for goods or services provided as a vendor are not considered Federal awards. CONTRACTOR will be responsible for annually determining whether its subcontractors are subrecipients or vendors per OMB Circular A-133 requirements. (See Attachment B, Terms & Definitions, for additional information on OMB Circular A-133)

COPIES OF AUDITS: CONTRACTOR will provide COUNTY with copies of all audit reports obtained by CONTRACTOR and/or its subcontractors for the fiscal years covered under this contract.

- CONTRACTOR:
 - If the CONTRACTOR is required under OMB Circular A-133 to obtain a single audit and/or program specific audits, the CONTRACTOR, within 60 days of the opinion date, will provide COUNTY with copies of any and all such audits reports, and any findings, resulting from such audits.

- If the CONTRACTOR is not required under OMB Circular A-133 to obtain a single audit, CONTRACTOR will obtain annually an audit of the CONTRACTOR'S financial statements in compliance with Generally Accepted Auditing Standards, and within 60 days of the opinion date, will provide the COUNTY with a complete copy of the audited financial statements, audit opinion, and any findings resulting from the audit.
- CONTRACTOR'S SUBCONTRACTORS:
 - If any of CONTRACTOR'S subcontractors are required under OMB Circular A-133 to obtain a single audit and/or program specific audits, within 60 days of the opinion date such subcontractors will provide CONTRACTOR with copies of any and all audit reports, and any findings resulting from such audits.
 - If any of CONTRACTOR's subcontractors are, not required under OMB Circular A-133 to obtain a single audit, such subcontractors will obtain annually an audit of that subcontractor's financial statements in compliance with Generally Accepted Auditing Standards, and within 60 days of the opinion date, will provide CONTRACTOR with copies of any and all audit reports.
 - CONTRACTOR, within 10 days of receiving any and all audit reports and any and all findings resulting from such audits, single or otherwise, will forward copies of said reports and findings to the COUNTY. CONTRACTOR will also be responsible, as a pass-through entity of federal funds, to determine whether any audit findings of its subcontractors relate to its WIA contract with CONTRACTOR, and therefore require CONTRACTOR to report and follow up on said findings, pursuant to OMB Circular A-133, WIA, Federal, and State regulations.

VI. Performance Measures

- A. As outlined in the RFP, CONTRACTOR shall operate a program designed to meet the Employment and Training Administration's Common Measures for Youth participants in WIA programs while serving the target population.

Performance measures are subject to change by the State and Federal Government. CONTRACTOR will be notified in writing of any changes that could affect program activities or outcomes.

Contractor Performance Standards for Youth	
1) Placement in Employment or Education	67%
2) Attainment of Degree or Certificate	47%
3) Literacy and Numeracy gains	30%

Performance Measures, milestones, benchmarks and time of measurement for each have been negotiated with CONTRACTOR and are set forth in Exhibit A-1 "Milestones and Benchmark Goal Requirements" and Exhibit A-2 "Community Action Commission OSY Negotiated Benchmarks."

- B. COUNTY and CONTRACTOR will evaluate the effectiveness of the benchmark and milestone measures established in the statement of work within 90 days of the effective date of this agreement. If necessary to obtain meaningful data about service delivery, the milestones and/or benchmarks will be amended by mutual agreement between the Designated Representatives of this agreement.
- C. For the term of this contract, ten (10) percent or \$110,000, will be withheld from payments during the final quarter, which is defined as July – September 2011 until the achievement of the agreed upon benchmark requirements have been determined. Funds will be withheld from payment as follows:

Contract Period	Funds will be withheld from payment
July 31, 2011	\$36,666.50
August 31, 2011	\$36,666.50
September 30, 2011	\$36,667.00

- D. Should the CONTRACTOR achieve zero of the 3 stated benchmarks \$110,000 will be forfeited; should the CONTRACTOR achieve only 1 out of the 3 stated benchmarks \$73,333 will be forfeited; should the CONTRACTOR achieve only 2 out of the 3 stated benchmarks \$36,667 will be forfeited. Should the CONTRACTOR achieve 3 out of the 3 stated benchmarks the COUNTY shall release the hold back funds to CONTRACTOR in their entirety. This release of the hold-back funds will be documented in writing between designated representatives specified in the Agreement. Failure of the CONTRACTOR to act in good faith to honor the terms of this Agreement, including milestone, benchmark, performance measure and follow-up conditions, will negatively impact the standing of the CONTRACTOR for future procurement opportunities with Santa Barbara County.
- E. Performance shall be evaluated quarterly. If the CONTRACTOR is found to be meeting the stated benchmarks, all funding shall be paid in accordance with established stipulations and procedures.
- F. Contract funding utilization shall be evaluated quarterly. If CONTRACTOR is under spent by more than 15% in a quarter (based on contract budget), that amount is subject to immediate recapture by the COUNTY. The recaptured funds will then be reallocated, at the discretion of the COUNTY, to other Youth program contracts or projects.

VII. Conditions for Renewal

- A. The performance measures and benchmarks will be monitored on a quarterly basis. CONTRACTOR must meet or exceed favorable performance in all benchmark as defined in Exhibit A-1 to be in a favorable position for having this contract renewed for a one year period without re-competing based on the availability of funding and pending program reauthorization. This determination is expected to be made mid-way through the contract term.
- B. The COUNTY, prior to the end of the original contract term, has the option to negotiate a renewal, without re-bidding, for a period not to exceed one year. The

terms of the renewal will be subject to renegotiation based on the most recent demographic data, actual expenditures, and funding information available, and will require Workforce Investment Board and Board of Supervisors approval.

VIII. General Provisions

- A. Modification of Services - CONTRACTOR shall obtain the expressed written consent from the COUNTY for any variation in the provision of services described in this agreement. Approval for such modification of services will not require further Board of Supervisors approval if it is to provide additional services within WIA criteria for youth employment services and within the approved budget.
- B. Modification of Performance Measures - COUNTY and CONTRACTOR will evaluate the effectiveness of the benchmark measures established in Exhibit A-1, pages one and two of this document, within 90 days of the effective date of this agreement. If necessary to obtain meaningful data about service delivery, the performance measures will be amended by mutual agreement between the Designated Representatives of this agreement.
- C. Budget Variances - CONTRACTOR shall obtain the expressed written consent from the COUNTY for any variation in the line item amounts detailed in Attachment B-1 of this agreement. Reasonable and necessary changes will be considered, but in no event will the overall budget amount be exceeded without a formal amendment to the contract.
- D. CONTRACTOR will obtain prior written approval from COUNTY, prior to purchasing any furniture, equipment, EDP hardware or software funded through this contract. CONTRACTOR will return to COUNTY upon expiration or termination of this contract all furniture, equipment, EDP hardware or software purchased or provided to CONTRACTOR under this contract.

Exhibit A-1 Milestone and Benchmark Goal Requirements

MEASURE	MILESTONE GOAL	TIME OF MEASUREMENT	GOAL REQUIREMENT
Attainment of Community Service work experience hours (750 hours per participant)	70% of all Youth Participants	Reported on participant timesheets/ service logs, Vital Reports Reported quarterly	<input type="checkbox"/> FAILED Milestone Goal (<70%) <input type="checkbox"/> ACHIEVED Milestone Goal (70%) <input type="checkbox"/> EXCEEDED Milestone Goal (>70%)
Deployment of City Corps teams, In Carpinteria, Lompoc	90% Team of 10 each in Lompoc & Carpinteria By Dec. 31, 2009	Reported on VITAL Reports Reported monthly	<input type="checkbox"/> FAILED Milestone Goal (<90%) <input type="checkbox"/> ACHIEVED Milestone Goal (90%) <input type="checkbox"/> EXCEEDED Milestone Goal (>90%) (90% of a full team)
Deployment of City Corps team in Santa Maria	90% Team of 20 in Santa Maria by March 31, 2010	Reported on VITAL Reports Reported monthly	<input type="checkbox"/> FAILED Milestone Goal (<90%) <input type="checkbox"/> ACHIEVED Milestone Goal (90%) <input type="checkbox"/> EXCEEDED Milestone Goal (>90%) (90% of a full team)
Deployment of City Corps team in Santa Barbara	90% Team of 20 in Santa Barbara by June 30, 2010	Reported on VITAL Reports Reported monthly	<input type="checkbox"/> FAILED Milestone Goal (<90%) <input type="checkbox"/> ACHIEVED Milestone Goal (90%) <input type="checkbox"/> EXCEEDED Milestone Goal (>90%) (90% of a full team)
Develop Training Manual for Santa Barbara County City Corps	Completed by September 30, 2010, with Technical Assistance from the WIB	Document represents completion	
Completion of Operating Manual for Santa Barbara City Corps	Completed by September 30, 2010, with Technical Assistance from the WIB	Document represents completion	
Youth Enrollments (YTD)	125 Youth will be enrolled in WIIA and City Corps by Sept. 30 th , 2010	--> Measured Oct 2010	<input type="checkbox"/> FAILED Goal Requirement (<90%) <input type="checkbox"/> ACHIEVED Goal Requirement (90%-100%) <input type="checkbox"/> EXCEEDED Goal Requirement (101% +)

Exhibit A-1 Milestone and Benchmark Goal Requirements

MEASURE	BENCHMARK PERFORMANCE GOAL	TIME OF MEASUREMENT	BENCHMARK GOAL REQUIREMENT
Implement successful quality projects to engage and train participants, & provide meaningful service to the community	Teams are engaged in quality work projects 75% of their deployment time	Reported on VITAL Reported monthly	<input type="checkbox"/> FAILED Benchmark Goal (<60%) <input type="checkbox"/> ACHIEVED Performance Standard (75%) <input type="checkbox"/> EXCEEDED Performance Standard (>75%)
Youth will receive work skills training	80% of Youth Participants included in Measure	Reported on VITAL report Reported monthly	<input type="checkbox"/> FAILED Benchmark Goal (<70%) <input type="checkbox"/> ACHIEVED Performance Standard (80%) <input type="checkbox"/> EXCEEDED Performance Standard (>80%)
Placement in Education or Employment County Performance Standard 67%	67% of Youth Participants included in Measure	Reported on MEAL Reported monthly Final performance will be calculated June 2010	<input type="checkbox"/> FAILED Benchmark Goal (<54%) <input type="checkbox"/> FAVORABLE Performance Achieved (60%+) <input type="checkbox"/> ACHIEVED Performance Standard (67%) <input type="checkbox"/> EXCEEDED Performance Standard (>67%)
Literacy and Numeracy Gains County Performance Standard 30%	30% of Youth Participants included in Measure	Reported on MEAL Reported monthly Final performance will be calculated June 2010	<input type="checkbox"/> FAILED Benchmark Goal (<24%) <input type="checkbox"/> FAVORABLE Performance Achieved (27%+) <input type="checkbox"/> ACHIEVED Performance Standard (30%) <input type="checkbox"/> EXCEEDED Performance Standard (>30%)
Attainment of a Degree or Certificate County Performance Standard 47%	47% of youth Participants included in Measure	Reported on MEAL Reported monthly Final performance will be calculated June 2011	<input type="checkbox"/> FAILED Benchmark Goal (<38%) <input type="checkbox"/> FAVORABLE Performance Achieved (>42%) <input type="checkbox"/> ACHIEVED Performance Standard (47%) <input type="checkbox"/> EXCEEDED Performance Standard (>47%)
Follow-Up Reporting County Performance Standard 72%	72% of all Quarterly Contact reports will be complete, including questions and complete interview	Measured quarterly Final performance will be calculated June 2010	<input type="checkbox"/> FAILED Benchmark Goal (<58%) <input type="checkbox"/> FAVORABLE Performance Achieved (65%+) <input type="checkbox"/> ACHIEVED Performance Standard (72%) <input type="checkbox"/> EXCEEDED Performance Standard (>72%)

* All data reported on MEAL reports are subject to data validation by County, State, and Federal audits. Documentation to support outcomes must be clearly documented in WIA youth participant case files.

EXHIBIT A-2 COMMUNITY Action Commission Out of School Youth (OSY)

NEGOTIATED BENCHMARKS OF PERFORMANCE

Reference: TEGL 17-05 and TEGL 17-05 CHANGE 1

	County Performance Standard	Contractor Min Performance	Definition	Timing Requirements for Attainment	Exclusions
Placement in Employment or Education	67%	54%	Percentage of participants who are in employment, the military, post-secondary education, and/or advanced training/occupational training soon after exit.	During 1 st quarter after exit.	1) Youth in post-secondary education, employment, or the military at date of participation.
Contractor	Optimally, 84 youth enrolled will achieve the outcome of Placement in Employment or Education	A minimum of 67 youth enrolled will achieve the outcome of Placement in Employment or Education	Assumptions: <ul style="list-style-type: none"> Net 125 youth will be enrolled during FY 2009-2010 and will be subject to this measure. 	During 1 st quarter after exit.	
Benchmarks	<p>Contractor will submit monthly MEAL Report and benchmark performance based on data submitted.</p> <p>The performance measure will be monitored on a quarterly basis and if contractor is achieving performance in all benchmarks they will be in a favorable position for having their contract renewed for a one year period without re-competing based on the availability of funding and pending program reauthorization. Achieving performance for this measure is 67% for this contract period. This determination is expected to be made mid-way through the contract term.</p>				

****Note:** Any participants institutionalized/incarcerated or relocated to a mandated residential program at exit, customers exited for health/medical reasons or deceased, and participants called up for active duty are excluded from all performance measures.

	County Performance Standard	Contractor Minimum Performance	Definition	Timing Requirements for Attainment	Exclusions
Literacy and Numeracy Gains	30%	24%	Number of participants who increase one or more educational functioning level within one year of the date of participation.	By the end of one year from the date of participation.	1) Out-of-school youth who are not basic skills deficient.
Contractor	Optimally, 38 youth enrolled will achieve the outcome of Literacy and Numeracy gains	A minimum of 30 youth enrolled will achieve the outcome of Literacy and Numeracy gains	Assumptions: <ul style="list-style-type: none"> 80% of enrolled youth will be basic skills deficient. 100% of enrolled youth will be OSY Net enrolled youth subject to this measure is estimated at 125. 125 OSY enrolled by the contractor will enroll in education during participation in the program. 	By the end of one year from the date of participation	1) Out-of-school youth who are not basic skills deficient.
Benchmarks			Contractor will submit monthly MEAL Report and benchmark performance based on data submitted. The performance measure will be monitored on a quarterly basis and if contractor is achieving performance in all benchmarks they will be in a favorable position for having their contract renewed for a one year period without re-competing based on the availability of funding and pending program reauthorization. Achieving performance for this measure is 30% for this contract period. This determination is expected to be made mid-way through the contract term.		

	County Performance Standard	Contractor Minimum Performance	Definition	Timing Requirements for Attainment	Exclusions
Attainment of a Degree or Certificate	47%	38%	Percentage of participants who are in education who attained a diploma, GED, or certificate several months after exit.	By nine months after the exit quarter.	1) Youth not enrolled in education at the date of participation or at any point during the program.
Contractor	Optimally, 58 youth enrolled will achieve the outcome of Attainment of a Degree or Certificate.	A minimum of 47 youth enrolled will achieve the outcome of Attainment of a Degree or Certificate.	Assumptions: <ul style="list-style-type: none"> 125 enrolled youth will be enrolled in education during participation in the program. The numerator for this measure is youth who have achieved attainment of a degree or certificate by the end of the 3rd quarter after exit. 	By nine months after the exit quarter. 9/30/2010 exits must have achieved no later than 6/2011	1) Youth not enrolled in education at the date of participation or at any point during the program.
Benchmarks	<p>Contractor will submit monthly MEAL Report and benchmark performance based on data submitted.</p> <p>The performance measure will be monitored on a quarterly basis and if contractor is achieving performance in all benchmarks they will be in a favorable position for having their contract renewed for a one year period without re-competing based on the availability of funding and pending program reauthorization. Achieving performance for this measure is 47% for this contract period. This determination is expected to be made mid-way through the contract term.</p>				

Exhibit A-3
WIA YOUTH CONTRACTOR AND COUNTY ROLES AND RESPONSIBILITIES

Initial Contact	Contractor	County
Referral	X	
Walk-Ins	X	
Outreach	X	
Schedule dates for Orientation & Intake	X	
Orientation		
Program overview:	X	
Initial Assessment	X	
Intake packets given out and explanation of verifications needed at the intake appointment (See Intake/Eligibility below)	X	
Intake Appointments scheduled	X	
Intake/Eligibility		
Determine WIA Eligibility <i>Note: Program requirements listed below: (information only)</i>	X	
Confirm Eligibility and assign WIA application # NOTE: County will be responsible for until the Automated Case Management System is implemented and necessary training is provided to Contractor staff.		X
<i>Selective Service Registration (any male 18 years and older)-form</i>		
<i>Birth date/age-requires verification</i>		
<i>Right to work (I-9 verification)-form</i>		
<i>Residency-requires verification</i>		
<i>Low income-requires verification</i>		
<i>At least one additional barrier, which include the following;</i>		
<i>Deficient in basic literacy skills;</i>		
<i>School dropout;</i>		
<i>Homeless, runaway, or foster child;</i>		
<i>Pregnant or parenting;</i>		
<i>Offender; or</i>		
<i>Individual who requires additional assistance to complete an educational program, or to secure and hold employment include and one of the following:</i>		
<ul style="list-style-type: none"> • Has repeated at least one secondary grade level or is one year over age for grade • Has a core GPA of less than 1.5 • For each year of secondary education, is at least two semester credits behind the rate required to graduate from high school • Is an emancipated youth • Is a previous dropout, has been suspended five or more times, or has been expelled • Has a court/agency referral mandating school attendance • Is deemed at risk of dropping out by a school official 		

- Has been referred to or is being treated by an agency for a substance abuse related problem
- Has experienced a recent traumatic event, is a victim of abuse, or resides in an abusive environment as documented by a school official or professional
- Has serious emotional, medical or psychological problems as documented by a professional
- Has never held a job
- Has been fired from a job within the 12 months prior to application
- Has never held a full-time job for more than 13 consecutive weeks. This applies to both Younger and Older Youth.

Program Enrollment/Registration	Contractor	County
Selection of Program Participants will occur after all youth are deemed eligible and have received the WIA application #.	X	
Youth is assigned an application number NOTE: County will be responsible for until the Automated Case Management System is implemented and necessary training is provided to Contractor staff.		X
Completion of Management Information System (MIS) forms	X	
	Contractor	County
Data Entry of the MIS forms completed and submitted to DSS as outlined in Youth Policies and Procedures Manual. NOTE: County will be responsible for until the Automated Case Management System is implemented and necessary training is provided to Contractor staff.		X
Objective Assessment/Workshops <i>Note: This information is used to develop the Individual Service Strategy (ISS).</i>		
Self Exploration	X	
Career Exploration	X	
Resumes	X	
Basic Skills Assessment	X	
Job Search Techniques	X	
Interview practice	X	
Certificate of completion (with 90% attendance and student participation in workshop)	X	
Case Management		
Individual support and planning	X	
Job leads	X	
Develops contacts	X	
Develops training plans	X	
Worksite evaluations, if applicable	X	
Face to face contact with participants on a monthly basis	X	
Narration of all contact (face to face, phone, email, mail)	X	
Participant Case Folder as outlined by DSS		
Maintain case folders	X	

Individual Service Strategy (ISS)			
Completed by applicant and case manager during individual appointments with participants		X	
Incentives as outlined by the WIB			
Incentive payments as outlined in the Youth Policies and Procedures Manual.		X	
Work Experience (WEX), Internship			
Determination of participants for work experience, internship, on the job training, or occupational skills training		X	
Development of new WEX or Internship sites		X	
Supportive Services as outlined by the WIB			
Supportive services (transportation, child care, work & training items, or occupational skills training related expenses)		X	
Exit Determination			
Applicant will submit recommendation for participant exit from WIA to DSS		X	
Follow-up		Contractor	County
WIA mandated follow-up for 1 year		X	
Completion of MIS forms		X	
Santa Barbara County WIA Contractor Goals			
Placement in employment or education	67%	X	X
Attainment of Degree or Certificate	47%	X	X
Literacy and Numeracy gains	30%	X	X
Monitoring			
Fiscal			X
Contract Goals			X
Participant Performance			X
Participant Work Activity (WEX, Internship)		X	X
Participant Case Review			X
Subcontractor (City Corps)		X	

EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be reimbursed for CONTRACTOR'S cash outlays for which COUNTY received benefit for its WIA youth program, during the program years defined by this contract. Cost reimbursements are not to exceed **\$1,100,000.00**.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR'S satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the cash outlays budgeted in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail, and include all appropriate supporting documentation including, but not limited to those specified below, to demonstrate the costs invoiced comply with the Federal and State regulations applicable to the entity incurring the costs.
- **SUBMITTED DOCUMENTATION:** CONTRACTOR shall submit invoices with sufficient documentation to demonstrate the costs CONTRACTOR is requesting reimbursement for are compliant with the Federal and State regulations applicable to the entity who incurred the costs.
 - **APPLICABLE COST PRINCIPLES:** CONTRACTOR will be held responsible by COUNTY, Federal and State officials for only submitting costs for reimbursement that comply with applicable WIA, Federal, and State regulations. Entities incurring the cost for a Federal grant / contract are held to the Federal cost principle applicable for their entity:
 - For nonprofit agencies, OMB Circular A-122;
 - For local governmental agencies, OMB Circular A-87;
 - For public and nonprofit institutions of higher education, OMB Circular A-121;
 - For profit making organizations, 41 CFR Part 1;
 - For the Food Stamp Program, 7 CFR Part 277.
 - **INDIRECT COST &/OR BENEFIT RATES:** COUNTY will only reimburse for indirect costs, and/or labor benefits, calculated by applying a federally negotiated indirect cost and/or benefit rates against the federally approved cost base. CONTRACTOR, and its subcontractors who have and are applying such rates, will supply COUNTY with copies of the rate negotiation letter(s) in effect as of the date of this contract.
 - CONTRACTOR, and each subcontractor who invoices CONTRACTOR for indirect costs and/or labor benefits under a negotiated indirect cost/benefit rate, will provide to COUNTY by the beginning of the contract copies of the rate negotiation plan submitted to the applicable cognizant agency(ies) responsible for approving the rates. (See Attachment B, Terms & Definitions for definition of "cognizant agency.") **The rate negotiation plan submitted to COUNTY will include a detailed listing of all costs included in the indirect, benefit, and direct, fundraising, and unallowed pools.**
 - COUNTY will reimburse for indirect costs and/or benefits based on CONTRACTOR apply the Provisional Rates issued by the Federal cognizant agency(ies) for the periods of this contract against the base(s) defined by the cognizant agency(ies), until the cognizant agency(ies) of the CONTRACTOR, and/or its subcontractors, issue Final Rates for the periods of this contract.
 - When Final Rates are received by the CONTRACTOR and/or its subcontractors, CONTRACTOR will forward copies to COUNTY. CONTRACTOR will obtain copies of the

new rate negotiation letters of its subcontractors within 10 days of the rate negotiation letter date. CONTRACT will forward to COUNTY all copies of CONTRACTOR'S updated rate negotiation letters, as well as those of its subrecipients, within 10 days of receiving said letters.

- **CONTRACTOR is responsible for timely reimbursing COUNTY for excess indirect costs and/or benefits that arise from the variance between the Final Rate(s) and the Provisional Rate(s) issued by the respective cognizant agency(ies).** Within the same 10 days discussed above CONTRACTOR will retroactively apply the Final Rates received by CONTRACTOR and/or its subrecipients for all months CONTRACTOR invoiced said costs to COUNTY for the period of the Final Rate. Should the Final Rate(s) be lower than the Provisional Rate(s), CONTRACTOR will include with the reconciliation a reimbursement for any excess indirect costs and/or benefits that arises from the variance between the Final Rate(s) and the Provisional Rate(s). Should the Final Rate(s) exceed the Provisional Rate(s), reimbursement by COUNTY to CONTRACTOR will be subject to the availability of WIA funds for the period in question.
 - **DOCUMENTATION:** CONTRACTOR will be held responsible by COUNTY, Federal, and State officials for documenting that all costs and allocations submitted by CONTRACTOR comply with applicable Federal, State regulations. COUNTY will determine what documentation CONTRACTOR will be required to be included with each monthly invoice. (See Attachment B, Terms & Definitions for examples of documentation)
- C. Under this Agreement, CONTRACTOR is compensated as a X Subrecipient Vendor, pursuant to guidance provided by United States Office of Management and Budget Circular A-133 (OMB A-133) (See Attachment B, Terms & Definitions for definitions)
- D. COUNTY will allow CONTRACTOR a one-time fronting of \$1,100.00 to be used for procuring client goods & services classified as Client Costs. The intent of providing the monies up front is to assist with minimizing use of CONTRACTOR agency funds for advance purchase of client goods & services. This transaction will be designated as an Accounts Receivable to the COUNTY and an Accounts Payable to the CONTRACTOR. Repayment of the one-time funds will be deducted from the CONTRACTORS last invoice of the contract.
- E. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1**, and if the documentation requirements indicated above substantiates the allowability of the costs, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.
- F. Workforce Investment Act (WIA) invoices will be paid in conjunction with the County's monthly cash draw from the State. Should CONTRACTOR miss the 25th of the month deadline and/or not present a satisfactory invoice and/or backup, CONTRACTOR payment will be processed with the next month's cash draw-NO EXCEPTIONS. Additionally, should CONTRACTOR be out of compliance with the program or fiscal requirements including MIS paperwork and reporting, then corrective action will be taken which may include a recapture of funds. A history or pattern of non-compliance may lead to contract termination.

G. COUNTY'S failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

Fill In Green Boxes

	Title	Name	Annual Salary or Hourly Rate of Pay	Duties for This Contract	Other Duties Within Your Company
1					
2	Program Director	Carolyn Contreras	\$ 84,729.39	Associated Duties: The program director is responsible for the administration of the program and ensures that program staff is in compliance with contract requirements. The direction also assists the manger in hiring staff and implementing the program.	Associated Duties: The program director is responsible for the administration of all program in the Family and Youth Services Department and ensures that program staff is in compliance with contract requirements. The direction also assists the manger in hiring staff and implementing the program.
3	Program Manager	Joyce Ruiz	\$ 54,762.00	Associated Duties: This position is responsible for recruiting and training all educator/case managers of the program. In addition, this individual is responsible for developing and up keeping a countywide data collection system to generate monthly repor	None
4	Case Manager	Monica J. Diaz	\$ 16.35	Associated Duties: This position provides one-on-one employment related case management services to high risk young men and women; conducting individual service plans with clients; assisting youth in accessing needed documentation for program eligibility	None
5	Case Manager	Elisa Pardo Maldonado	\$ 16.35	Associated Duties: This position provides one-on-one employment related case management services to high risk young men and women; conducting individual service plans with clients; assisting youth in accessing needed documentation for program eligibility	None
6	Case Manager	Kristy L. Renteria	\$ 16.02	Associated Duties: This position provides one-on-one employment related case management services to high risk young men and women; conducting individual service plans with clients; assisting youth in accessing needed documentation for program eligibility	None
7	Admin Office Assistant III	Shawna S. Kleban	\$ 13.52	Associated Duties: Provide support for the Director, Program Manager, and 4 Case Managers.	None
8					
9					
10					
11					
12					
13					

Enter data in green boxes. Enter at least \$1.00 in each green budget box)

RFP FORM 5 - BUDGET

Santa Barbara County Workforce Investment Board

Budget by Expense Category

WIA Youth RFP for WIA Youth 2009-2011

ENTITY:	2009-2010		2010-2011			Total Award	
	Budget	% of contract	Budget	% of contract	% Incr over last yr	Budget	% of contract
Community Action Commission of Santa Barbara							
A. SALARIES & EMPLOYEE BENEFITS							
1. Total Salaries (Complete List on Tab 5a)	151,253	29%	158,966	29%	5%	310,219	28%
2. Total Employee Benefits	51,124	9%	53,731	10%	5%	104,855	10%
Total Salaries & Employee Benefits	202,377	37%	212,697	38%	5%	415,074	38%
B. DIRECT SERVICES & SUPPLIES							
1. Direct Contracted / Consulted Operational Svcs							
1. Office Supplies	1,500	0%	1,500	0%	0%	3,000	0%
2. Telephone / Communications	2,000	0%	2,000	0%	0%	4,000	0%
3. Other-Sub-Contracts	264,700	49%	264,700		0%	529,400	48%
Subtotal	268,200	49%	268,200	48%	0%	536,400	49%
2. Operational Services & Supplies							
1. Office Supplies	2,000	0%	2,000	0%	0%	4,000	0%
2. Telephone / Communications	3,000	1%	3,000	1%	0%	6,000	1%
3. Administrative Mileage / Travel	9,400	2%	10,000	2%	6%	19,400	2%
4. Administrative Conferences / Training	4,000	1%	4,000	1%	0%	8,000	1%
5. Other-Facility Costs	6,750	1%	9,000	2%	33%	15,750	1%
Subtotal	25,150	5%	28,000	5%	11%	53,150	5%
3. Client Services & Supplies							
1. Supportive Services	1	0%	1	0%	0%	2	0%
2. Client Supplies	1,444	0%	1,444	0%	0%	2,888	0%
3. Client Mileage / Travel	2,000	0%	2,000	0%	0%	4,000	0%
4. Vocational / Occupational Training	1	0%	1	0%	0%	2	0%
5. Subsid Empl / Internships / Stipends	1	0%	1	0%	0%	2	0%
6. Incentives	2,000	0%	2,000	0%	0%	4,000	0%
7. Other-Program Supplies	1,500	0%	1,500	0%	0%	3,000	0%
Subtotal	6,947	1%	6,947	1%	0%	13,894	1%
Total Direct Services & Supplies	300,297	55%	303,147	54%	1%	603,444	55%
TOTAL DIRECT EXPENSES	502,674	93%	515,844	93%	3%	1,018,518	93%
C. INDIRECT EXPENSES							
1. Indirect Costs (calculated using rate)	40,214	7%	41,268	7%	3%	81,482	7%
2. Indirect Cost Rate (Replace the 5% entered with below with your rate. Enter as a decimal. Example: for 8% enter .08)							
8.0% Rate for 2009-10							
8.0% Rate for 2010-11							
TOTAL AWARD	542,888	100%	557,112	100%	3%	1,100,000	100%

	2009-2010	2010-2011
Carolyn 10%	8,473	8,905
Joyce 50%	27,381	28,777
Office Assist. 50%	14,061	14,778
Case workers	101,338	106,506
	151,253	158,966
City Corps	264,700	
AmeriCorps	-	

ATTACHMENT B TERMS AND DEFINITIONS

Reviews & Audits

- **As Subrecipient of WIA Funds**, CONTRACTOR will be subject to monitoring reviews and audits that cover all program and fiscal terms and conditions of the contract by COUNTY, Federal, and State officials, per applicable WIA, Federal, and State regulations and requirements, during the fiscal and program year that funds are allocated. Confidential Quality Assurance surveys may be mailed to randomly selected consumers for program review/renewal purposes. CONTRACTOR will be responsible for performing corrective action plans that arise from said program and fiscal reviews.

- **As Pass-Through Entity of WIA Funds to Subcontractors**, CONTRACTOR will be required by WIA, Federal, and State regulations to perform annual program and fiscal monitoring reviews of its subcontractors during the fiscal and program year that funds are allocated. Subcontractors subject to program and fiscal monitoring reviews include both (a) subcontractors meeting the definition of subrecipient as defined in OMB Circular A-133; and (b) subcontractors meeting the definition of vendor where the vendor transactions are structured such that the vendor is responsible for program compliance.

OMB Circular A-133

OMB Circular A-133 requires Non-Federal entities that expend \$500,000 or more in a year in Federal awards to have a single or program-specific audit conducted for that year. Pursuant to OMB A-133 §210(f), for any single audit required of either CONTRACTOR or any of its subcontractors, where vendor transactions are structured such that the vendor is responsible for program compliance, and such vendor transactions relate to a major program, the scope of the audit shall include determining whether these vendor transactions are in compliance with laws, regulations, and the provisions of contracts or grant agreements.

OMB Circular A-133 defines terms as follows:

Non-Federal entity means a State, local government, or non-profit organization. **Non-profit organization** means: (1) any corporation, trust, association, cooperative, or other organization that: (i) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest; (ii) Is not organized primarily for profit; and (iii) Uses its net proceeds to maintain, improve, or expand its operations; and (2) The term **non-profit organization** includes non-profit institutions of higher education and hospitals.

Recipient means a non-Federal entity that expends Federal awards received directly from a Federal awarding agency to carry out a Federal program.

Subrecipient means a non-Federal entity that expends Federal awards received from a pass-through entity to carry out a Federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Vendor means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a Federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the Federal program.

Compensation of Contractor

Non-Federal entity means a State, local government, or non-profit organization.

Non-profit organization means: (1) any corporation, trust, association, cooperative, or other organization that: (i) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest; (ii) Is not organized primarily for profit; and (iii) Uses its net proceeds to maintain, improve, or expand its operations; and (2) The term **non-profit organization** includes non-profit institutions of higher education and hospitals.

Subrecipient means a **non-Federal** entity that expends Federal awards received from a pass-through entity to carry out a Federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. **Non-Federal entity** means a State, local government, or **non-profit organization**. **Non-profit organization** means: (1) any corporation, trust, association, cooperative, or other organization that: (i) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest; (ii) Is not organized primarily for profit; and (iii) Uses its net proceeds to maintain, improve, or expand its operations; and (2) The term **non-profit organization** includes non-profit institutions of higher education and hospitals

Vendor means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a Federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the Federal program.

The payments received for goods or services provided as a vendor are not considered Federal awards. The guidance below should be considered in determining whether payments constitute a Federal award or a payment for goods and services.

Federal award. Characteristics indicative of a Federal award received by a subrecipient are when the organization:

- (1) Determines who is eligible to receive what Federal financial assistance;
- (2) Has its performance measured against whether the objectives of the Federal program are met;
- (3) Has responsibility for programmatic decision making;
- (4) Has responsibility for adherence to applicable Federal program compliance requirements; and
- (5) Uses the Federal funds to carry out a program of the organization as compared to providing goods or services for a program of the pass-through entity.

Payment for goods and services. Characteristics indicative of a payment for goods and services received by a vendor are when the organization:

- (1) Provides the goods and services within normal business operations;
- (2) Provides similar goods or services to many different purchasers;
- (3) Operates in a competitive environment;
- (4) Provides goods or services that are ancillary to the operation of the Federal program; and
- (5) Is not subject to compliance requirements of the Federal program.

Use of judgment in making determination. There may be unusual circumstances or exceptions to the listed characteristics. In making the determination of whether a subrecipient or vendor relationship exists, the substance of the relationship is more important than the form of the agreement. It is not expected that all of the characteristics will be present and judgment should be used in determining whether an entity is a subrecipient or vendor.

Indirect Cost &/or Benefit Rates

- OMB A-122 Attachment A, Section E: "Negotiation and Approval of Indirect Cost Rates" contains the following definitions applicable to this contract:
 - **Cognizant agency** means the Federal agency responsible for negotiating and approving indirect cost rates for a non-profit organization on behalf of all Federal agencies.
 - **Final rate** means an indirect cost rate applicable to a specified past period which is based on the actual costs of the period. A final rate is not subject to adjustment.
 - **Provisional rate** or billing rate means a temporary indirect cost rate applicable to a specified period which is used for funding, interim reimbursement, and reporting indirect costs on awards pending the establishment of a final rate for the period.
 - **Indirect cost proposal** means the documentation prepared by an organization to substantiate its claim for the reimbursement of indirect costs. This proposal provides the basis for the review and negotiation leading to the establishment of an organization's indirect cost rate.

Examples of documentation

- **Monthly General Ledger Reports:** CONTRACTOR will include copies of CONTRACTOR'S monthly general ledger reports that document the contract expenses were entered in entity's fiscal records for WIA. Such records include, but are not limited to, CONTRACTOR'S Monthly Cost Summary for its WIA program;
- **Direct Labor Costs:** CONTRACTOR will document the direct labor costs invoiced to WIA in accordance with the federal cost principles that apply to the entity incurring the labor costs. For nonprofit entities this is limited to after-the-fact personal activity reports that comply with OMB A-122, Attachment B.7.
- **Non-Labor Costs:** CONTRACTOR will include documentation that substantiates the WIA benefit received from the cash outlays of CONTRACTOR and/or its subcontractors complies with Federal and State regulations.
- **Allocated Costs:** CONTRACTOR will include documentation that substantiates cost allocation calculations comply with Federal and State regulations for all costs not directly purchased for WIA by the CONTRACTOR and/or its subcontractors.
- **Client Costs:** CONTRACTOR will include documentation that substantiates a valid WIA client received the goods and/or services the CONTRACTOR, and/or its subcontractors, purchased for and distributed to the client. Said documentation includes, but is not limited to, dated receipts signed by the clients who actually received the goods and/or services. CONTRACTOR will not invoice COUNTY for any goods and services not received by valid WIA clients.

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Indemnification pertaining to Professional Services:

CONTRACTOR shall indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. **Workers' Compensation Insurance:** Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

**EXHIBIT D
YEAR 2000 DATE CHANGE COMPLIANCE WARRANTY
FOR GOODS AND SERVICES**

---- INTENTIONALLY OMITTED ----

**REMOVED
March 1, 2004**

THIS AGREEMENT DOES NOT INCLUDE EXHIBIT

EXHIBIT E

General Provisions and Standards of Conduct

CONTRACTOR is subject to the following provisions from the County's contract with the Employment Development Department

1. Compliance –

- a. CONTRACTOR will comply with the requirements of the Workforce Investment Act (Act) and with all related amendments, regulations, policies, and procedures promulgated thereunder, including but not limited to Section 306 of the Clean Air Act and Section 508 of the Clean Water Act.
- b. CONTRACTOR further assures and certifies that if the regulations, policies, and procedures pursuant to the Workforce Investment Act, Clean Air Act, or Clean Water Act are amended or revised, CONTRACTOR shall comply with them.
- c. CONTRACTOR will also certify its compliance with the Americans with Disabilities Act of 1990.
- d. COUNTY may avail itself of any or all administrative, contractual or legal remedies for violation of this Agreement.
- e. CONTRACTOR shall observe all applicable federal regulations relating to copyrights and patents in the performance of this Agreement.
- f. COUNTY, the State of California and the U.S. Department of Labor shall have access to all data derived from the activities conducted under this Agreement.
- g. CONTRACTOR further agrees to comply with all applicable federal, state, and county requirements for the submission and provision of information for all audit reports relating to this Agreement.
- h. CONTRACTOR will ensure diligence in managing programs under this agreement including performing appropriate monitoring activities and taking prompt corrective action against known violations of the WIA.
- i. CONTRACTOR shall act in accordance with Title VI of the Civil Rights Act of 1964, and provisions of WIA Section 188 and compliance with Equal Employment Opportunity provision in Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented by the requirements of 41 CFR Part 60.

2. Certification - Except as otherwise indicated, the following certifications apply to all CONTRACTORS.

- a. *Corporate Registration:* The CONTRACTOR, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.
- b. *Sectarian Activities:* The CONTRACTOR certifies that this agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- c. *National Labor Relations Board:* The CONTRACTOR (if not a public entity), by signing this agreement, does swear under penalty of perjury, that no more that one final unappeasable finding of contempt of court by a federal court has been issued against the CONTRACTOR within the immediately preceding two-year period because of CONTRACTOR failure to comply with an order of a federal court which orders the CONTRACTOR to comply with an order of the National Labor Relations Board.
- d. *Prior Findings:* CONTRACTOR, by signing this agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous contract or

grant with the Department of Labor (DOL) or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.

- e. *Drug-Free Workplace Certification:* By signing this subgrant/contract, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR or contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq. and 29 CFR Part 98) and will provide a drug-free workplace by taking the following actions:
1. 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 8350(a).
 2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - ~ The dangers of drug abuse in the workplace;
 - ~ The person's or organization's policy of maintaining a drug-free workplace;
 - ~ Any available counseling, rehabilitation and employee assistance programs; and,
 - ~ Penalties that may be imposed upon employees for drug abuse violations.
 3. Provide, as required by Government Code Section 8355©, that every employee who works on the proposed contract:
 - ~ Will receive a copy of the company's drug-free policy statement; and,
 - ~ Will agree to abide by the terms of the company's statement as a condition of employment on the contract.
- f. *Child Support Compliance Act:* In accordance with the Child Support Compliance Act, the CONTRACTOR recognizes and acknowledges:
1. The importance of child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and that to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).
- g. *Debarment and Suspension Certification:* By signing this agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California the CONTRACTOR will comply with, regulations implementing Executive Order 12549, Debarment and Suspension, 29 C.F.R. Part 98.51 0 and Executive Order 12689.29 CFR 95.48 (c) and Appendix A to Part 95, that the prospective participant (i.e., grantee), to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transitions by any federal department or agency;
 2. Have not within a three-year period preceding this proposal 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;

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State or local) with commission of any of offenses enumerated in paragraph 2 of this certification;
 4. Have not within a three year period preceding this agreement had one or more public transactions (federal, State or local) terminated for cause of default.
 5. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.
- h. *Lobbying Restrictions:* By signing this agreement the CONTRACTOR hereby assures and certifies to the lobbying restrictions which are codified in the DOL regulations at 29 CFR Part 93.
1. No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant, loan, and cooperative agreement, the undersigned shall complete and submit Standard Form-LLL , "Disclosure Form to Report Lobbying" in accordance with its instructions.
 3. This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of this. Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
- i. *Union Activities:* CONTRACTOR, by signing this Grant, hereby acknowledges the applicability of Government Code 16645 through 166459 to this Agreement. Furthermore, CONTRACTOR, by signing this agreement, hereby certifies that:
1. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
 2. CONTRACTOR shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
 3. CONTRACTOR shall, where state funds are not designated as described in (2) above, allocate, on a pro-rata basis, all disbursements that support the grant program.
 4. If CONTRACTOR makes expenditures to assist, promote or deter union organizing, CONTRACTOR will maintain records sufficient to show that no state funds were used for those expenditures, and that CONTRACTOR shall provide those records to the Attorney General upon request.

Failure to comply with all requirements of the certifications in Section 2 may result in suspension of payment under the subgrant/contract or termination of the subgrant/contract, or both, and the contractor or grantee may be ineligible for award of future state subgrants/contracts if the department determines that any of the following has occurred: (1) false information on the certifications, or (2) violation of the terms of the certifications by failing to carry out the requirements as noted above.

3. Amendments – This agreement may be unilaterally modified by the COUNTY upon written notice to CONTRACTOR under the following circumstances:

- a. There is an increase or decrease in Federal or State funding levels.
 - b. A modification to CONTRACTOR contract is required in order to implement an adjustment or modification to the local plan.
 - c. Funds awarded to CONTRACTOR have not been expended in accordance with the schedule included in the approved local plan. After consultation with CONTRACTOR, the COUNTY has determined that the funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner consistent with State and Federal law, regulations and policies, reverting to the COUNTY.
 - d. There is a change in state and federal law or regulation requiring a change in the provisions of this agreement. Except as provided above, this agreement may be amended only in writing by the mutual agreement of both parties.
4. Accounting and Cash Management - CONTRACTOR will comply with the controls, record keeping and fund accounting procedure requirements of WIA, Federal, State, and County regulations and directives to ensure the proper disbursement of, and accounting for, program funds paid to CONTRACTOR and disbursed by CONTRACTOR, under this agreement.
 5. Reporting – CONTRACTOR will compile and submit reports of activities, expenditures, status of cash and closeout information by the specified dates as prescribed by the COUNTY. CONTRACTOR will submit periodic narrative reports in addition to monthly financial and quarterly statistical reports.
 6. Grievance and Complaint System – CONTRACTOR will establish and maintain a grievance complaint procedure in compliance with WIA, Federal regulations and State statutes, regulations and policy.
 7. Audits – CONTRACTOR and/or auditors performing monitoring or audits of CONTRACTOR will immediately report to the COUNTY any incidents of fraud, abuse or other criminal activity in relation to this agreement, the WIA, or its regulations.
 8. Disallowed Costs – Except to the extent that the State and/or the COUNTY determines it will assume liability, CONTRACTOR will be liable for and will repay, to the COUNTY, any amount expended under this agreement found not to be in accordance with WIA including, but not limited to, disallowed costs. Such repayment will be from funds (Non-Federal), other than those received under the WIA.

Contract Summary Form: Contract Number : _____-_____ - _____-_____ - _____

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$100,000). If less than (<\$100,000) submit a Purchasing Requisition to the Purchasing Division of General Services. See "online purchasing manual" under General Services, Purchasing, Policies and Procedures. Form not applicable to revenue contracts.

D1. Fiscal Year : FY 09/10; FY 10/11
D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) : 044
D3. Requisition Number :
D4. Department Name : Department of Social Services
D5. Contact Person : Linda Rodriguez
D6. Phone : (805) 346-7294

K1. Contract Type (check one): Personal Service Capital Project/Construction
K2. Brief Summary of Contract Description/Purpose : WIA Out-of-School Services
K3. Original Contract Amount : \$1,100,00.00
K4. Contract Begin Date : 10/1/09
K5. Original Contract End Date :
K6. Amendment History (leave blank if no prior amendments):

Seq# EffectiveDate ThisAmndtAmt CumAmndtToDate NewTotalAmt NewEndDate Purpose(2-4 words)
\$ \$ \$

K7. Department Project Number :
B1. Is this a Board Contract? (Yes/No) : Yes
B2. Number of Workers Displaced (if any) : zero
B3. Number of Competitive Bids (if any) : 1
B4. Lowest Bid Amount (if bid) : \$ N/A
B5. If Board waived bids, show Agenda Date : N/A
B6. ... and Agenda Item Number : #
B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶) :

F1. Encumbrance Transaction Code : 1701
F2. Current Year Encumbrance Amount : \$
F3. Fund Number : 0055
F4. Department Number : 044
F5. Division Number (if applicable) : 5810
F6. Account Number : 7510
F7. Cost Center number (if applicable) : 5365
F8. Payment Terms : Net 30

V1. Vendor Numbers (A=uditor; P=urchasing) :
V2. Payee/Contractor Name : Community Action Commission
V3. Mailing Address: 5638 Hollister Ave, Suite 230
V4. City State (two-letter) Zip (include +4 if known) : Goleta, CA 93117
V5. Telephone Number : (805) 964-8857
V6. Contractor's Federal Tax ID Number (EIN or SSN) : 95-6000-940
V7. Contact Person : Carolyn Contreras
V8. Workers Comp Insurance Expiration Date : 9/1/09
V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) : 5/24/10
V10. Professional License Number : #
V11. Verified by (name of County staff) : Linda Rodriguez
V12. Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

I certify: information complete and accurate; designated funds available; required concurrences evidenced on signature page.
Date: _____ Authorized Signature: _____