

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 Goodwill Industries of Ventura and Santa Barbara Counties with an address at 130 Lombard Street, Oxnard, CA 93030 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

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

1. DESIGNATED REPRESENTATIVE

Kimberly Shean, Deputy Chief Probation Officer, at phone number (805) 882-3675 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Laura Kistner, Director of Workforce Services, at phone number (805)981-0130, 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 personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Santa Barbara County Probation Department
 117 E. Carrillo St.
 Santa Barbara, CA 93101-2061
 Attention: Kimberly Shean, Deputy Chief Probation Officer

To CONTRACTOR: Goodwill Industries of Ventura and Santa Barbara Counties
 130 Lombard Street
 Oxnard, CA 93030
 Attention: Laura Kistner

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

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 6, 2020 and end performance upon completion, but no later than June 30, 2022 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, 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

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. 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. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

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. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so

debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. 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.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, 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. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, 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 of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. 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 principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. 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.

17. 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.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. 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, for non-appropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Non-appropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient 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 period. 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.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- 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.

- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services 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 affect any right or remedy which COUNTY may have in law or equity.

20. 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.

21. 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.

22. 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.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. 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.

25. 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.

26. 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.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its 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 is 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.

28. CALIFORNIA LAW AND JURISDICTION

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.

29. 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.

30. AUTHORITY

All signatories and 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.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. 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.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Goodwill Industries of Ventura and Santa Barbara Counties.**

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Gregg Hart
Chair, Board of Supervisors

Date: _____

**RECOMMENDED FOR APPROVAL:
PROBATION DEPARTMENT**

By: _____
Tanja Heitman, Chief

CONTRACTOR:

Goodwill Industries of Ventura and
Santa Barbara Counties

By: _____
Authorized Representative

Name: _____

Title: _____

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

EXHIBIT A
STATEMENT OF WORK

Goodwill Industries of Ventura and Santa Barbara Counties (CONTRACTOR) shall provide Prison to Employment (P2E) services to individuals reentering our communities from local jails and state prisons. The intended goal is to reduce recidivism, improve employment outcomes for the formerly incarcerated and other justice-involved individuals through the creative and effective alignment of training, education, and other services with the industries and employers driving regional employment.

P2E includes Implementation and Direct Services, and Supportive Services Earn and Learn programs with a goal of serving 38 participants (22 – Implementation and Direct Services, and 18 – Supportive Service, Earn and Learn). Program services are targeted to low-to moderate-risk, formerly incarcerated and justice-involved adults needing access to employment opportunities, vocational preparation, work experience and training opportunities, resources, supportive services, career coaching (case management), and follow-up services. Participants may include those in subsidized sober living and supportive housing programs, including those on the waiting list.

To be eligible to receive P2E services, an individual shall, at the time of the eligibility determination meet the following: formerly incarcerated or justice-involved, registered for selective service, and have the requisite permit to work in the United States.

A. Service Component:

1. CONTRACTOR shall fulfill the role of the P2E Service Provider for Santa Barbara County.
2. CONTRACTOR shall include the following P2E program elements or services as the P2E service provider. Participants are not required to receive all these services, but all services, if applicable to participants' needs, shall be made available as follows:

a. Program Operation, Recruitment, Intake, and Case Management:

Program operation will include outreach, intake assessment, enrollment, intensive career coaching (case management) as required to engage and retain this population; assessments of skill Levels and Interests; career exploration and coordination of other services. In addition, program operation will assist participants in registering and completing occupational skills trainings, and provide referrals to other Earn and Learn services, including referrals to apprenticeships.

b. Job Readiness Services, including prevocational skills training:

Participants will participate in pre-employment workshops that are essential to job seeking including resume writing, identification of employment barriers and how to overcome them, and job retention strategies. In addition to prevocational skills training.

- i. Job Readiness Services include following services:

1. Instruction on interviewing skills.
2. Career exploration which shall provide participant information about in- demand industry sectors and occupations, and postsecondary education opportunities.
3. Assistance in completing a job application.

c. Training (Work Experience):

Paid, planned, structured learning experiences that take place in the workplace for a limited period of time. Participants will be provided with a paid work experience opportunity in the designated industry sectors. Coordination will include finding suitable employers. Participants will be monitored and supported by program staff in order to maximize the opportunity for the work experience to become a permanent unsubsidized employment opportunity.

i. CONTRACTOR shall coordinate work experience and include the following services:

1. Recruit businesses for Work Experience sites.
2. Obtain signed Work Experience site agreement from each business before Work Experience begins.
3. Obtain participant agreements from each participant before Work Experience begins.
4. Screen Work Experience sites and participant to ensure successful placement by evaluating Work Experience sites and their needs and place participant at Work Experience sites based on participant's interests and skills.
5. Prepare and coach participant for Work Experience.
6. Follow-up with Work Experience site once every two weeks.
7. CONTRACTOR shall be responsible for funding, managing, and referring participant to Work Experience.
8. CONTRACTOR shall have the option of serving as the employer of record or subcontracting payroll services.

d. Supportive Services:

Participants may receive supportive services to address needs that may preclude participants from participating in the program. Participants will be eligible to receive up to \$450 of supportive services as needed.

i. Supportive services to participants include, but are not limited to, the following:

1. Linkages to community services.
2. Assistance with transportation.
3. Assistance with child care and dependent care.
4. Assistance with housing.
5. Needs-related payments.
6. Assistance with educational testing.
7. Reasonable accommodations for participant with disabilities.

8. Legal aid services.
9. Referrals to health care.
10. Assistance with work attire and work related tools including eyeglasses and protective eye gear.
11. Assistance with books, fees, school supplies, and other necessary items for participant enrolled in postsecondary education classes.
12. Payments and fees for employment and training-related application, tests, and certifications.

e. Job placement and Follow-Up services:

Job placement services include job search and placement services, resume building, and coaching.

- i. Job placement services include, but are not limited to, the following:
 1. Providing hands-on guidance drafting a cover letter, filling out a job application, and updating or targeting resume for position;
 2. Provide job interview coaching, which shall include providing hands-on preparation for interviews, review commonly asked questions in an interview and information about proper interview attire; and
 3. Other necessary job placement related topics.
- ii. Follow-up services for participants may include mentoring and coaching, financial literacy education, services that provide labor market and employment information about in-demand industry sectors, and activities that help participants prepare for and transition to postsecondary education and training.

f. Other program services supports development of employer-specific outreach materials to overcome objections to hiring the target population and specialized training for CONTRACTOR staff to improve effectiveness in delivering services to target population.

3. CONTRACTOR must incorporate career pathways to the objective assessment and employment plans for each participant.
4. Ensure compliance with the following, as applicable: U.S. Department of Labor regulations 20 CFR Part 652; 29 CFR Parts 96, 93, 37, 2, and 98; 48 CFR Part 31; Office of Management and Budget (OMB) Circulars A-21, A-87, A-110, A-122, and A-133; the Code of Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200, whichever is applicable, and all other items mentioned on EXHIBIT D, General Conditions, Assurances and Certifications Workforce Innovation and Opportunity Act (WIOA).
5. CONTRACTOR shall adhere to all federal, state, or county ordinances, statutes, regulations, executive orders, directives already issued or issued after the execution of the Agreement, including, but not limited to, WIOA, the Social Security Act, the Civil Rights Acts, the Clean Air Act, State Efficiency Plan, California Welfare and Institutions Code, and the State Department of Social Services Manual of Policies and Procedures.

6. CONTRACTOR shall adhere to and ensure internal policies are in place to guarantee all CONTRACTOR's staff and CONTRACTOR's supervisors, and participant (when applicable) receive information and training on the following:
 - a. WIOA grievance and complaint resolution procedure;
 - b. Nondiscrimination and Equal Opportunity;
 - c. Code of Conduct and Conflict of Interest;
 - d. Criminal fraud reporting, waste, abuse and other criminal activity;
 - e. Sexual harassment training and reporting;
 - f. Protected client information; and/or
 - g. Americans with Disabilities Act and related laws, rules, and regulations.

7. CONTRACTOR shall monitor labor market trends, develop Work Experience opportunities for participant, and research vocational and occupational skills training programs in order to align services with the following designated industry sectors:
 - a. Aerospace and Defense;
 - b. Agriculture, Food, and Beverage;
 - c. Biotechnology and Related Devices;
 - d. Building and Design;
 - e. Business Services;
 - f. Energy and Environment;
 - g. Healthcare;
 - h. Information and Communication Technologies; and
 - i. Tourism and Hospitality.

8. CONTRACTOR shall focus employment services around preparing participants for the designated industry sectors.

9. CONTRACTOR shall work in collaboration with other entities that carry out workforce development programs as follows:
 - a. Work in collaboration with the entities listed in WIOA Section 121(b) including:
 - i. WIA Title I programs;
 - ii. Wagner-Peyser programs;
 - iii. Adult Education and Literacy programs;
 - iv. Rehabilitation Act programs;
 - v. Welfare-to-Work;
 - vi. Older Americans Act programs;
 - vii. Perkins postsecondary vocational education activities;
 - viii. Trade Adjustment Assistance and North American Free Trade Agreement – Transitional Adjustment Assistance) programs;
 - ix. Veterans Employment and Training;
 - x. Community Service Block Grant employment and training activities;
 - xi. Housing and Urban Development employment and training activities;

- xii. Unemployment compensation programs;
- xiii. Second Chance Act Programs; and
- xiv. Temporary Assistance for Needy Families.

- b. Work in collaboration with any other entities that carry out workforce development programs such as:
 - xv. Employment and training programs administered by the Social Security Administration;
 - xvi. Supplemental Nutrition Assistance Program (SNAP) and SNAP Employment and Training programs;
 - xvii. Client assistance programs; or
 - xviii. Other appropriate federal, state or local employment, education and training programs.
- c. Connect participant to agencies that offer complementary in-kind services.

- 10. CONTRACTOR shall follow the branding guidelines, for consistency in use of brand elements, issued at the federal, state, and county level.
- 11. CONTRACTOR shall conduct a concentrated outreach and recruitment effort by providing presentations and marketing materials to other collaborative entities.
- 12. CONTRACTOR shall implement yearly outreach and recruitment strategies to identify and engage diverse populations. Implement proposed outreach and recruitment strategies for participants and employers.
- 13. CONTRACTOR shall ensure participant satisfaction with program services and quality by regularly tracking and analyzing feedback and committing to continuous improvement.
- 14. CONTRACTOR shall have policy and process for referring, and following up, for participants who have needs that are beyond the program services offered by CONTRACTOR.
- 15. CONTRACTOR shall provide ongoing staff development and training to CONTRACTOR’s staff to support compliance with local, state and federal mandates.

B. Budget Services Level

Budget per service: (serving 38 unduplicated participants)

22 Implementation and Direct Services	\$183,200
16 Supportive Services Earn and Learn	\$133,648

<u>Total P2E Service Budget</u>	\$316,848
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C. Location of Services:

CONTRACTOR will provide the services at the Goodwill Industries workforce services offices in the cities of Santa Maria, Lompoc, and Santa Barbara.

D. Performance Measures:

1. Enrollment Goals.

Enroll in the program 38 unduplicated participants (22 in Implementation and Direct Services and 16 in Supportive Services Earn and Learn) over Program Years (PY) 2020-2021 and 2021-2022.

- a. Implementation and Direct Services goals
 - i. PY 2020-2021 = 10 participants to be enrolled
 - ii. PY 2021-2022 = 12 participants to be enrolled
- b. Supportive Services, Earn and Learn
 - i. PY 2020-2021 = 7 participants to be enrolled
 - ii. PY 2021-2022 = 9 participants to be enrolled

2. Performance Goals

Performance Goals
Implementation & Direct Services

	Regional Goals	Santa Barbara County
1. Participants to be Served	68	22
2. Enrollment in Training	32	10
3. Completion of Training	25	8
4. Attained Industry-Valued Certificate, Credential or Degree	20	6
5. Placement in Postsecondary Ed	4	1
6. Placement in State-approved Apprenticeship	2	1
7. Placement in Industry Sector Employment	42	14
Retail	13	4
Manufacturing	6	2
Ag	5	2
Hospitality and Tourism	15	5
Construction	3	1
8. Placement in Temporary/Other Employment	7	2
9. Retention in Employment	24	8

Supportive Services & Earn and Learn

	Regional Goals	Santa Barbara County
1. Participants to be Served	51	16
2. Enrollment in Training	15	5
3. Completion of Training	8	3
4. Attained Industry-Valued Certificate, Credential or Degree	3	1
5. Placement in Postsecondary Ed	3	1
6. Placement in State-approved Apprenticeship	1	0
7. Placement in Industry Sector Employment	15	5
Retail	6	2
Tourism and Hospitality	6	2
Construction	3	1
8. Placement in Temporary/Other Employment	5	2
9. Retention in Employment	14	4

E. Status Reports:

On request of COUNTY, CONTRACTOR shall provide written status reports on forms provided by COUNTY and delivered to such places and at times as directed by COUNTY.

F. CONTRACTOR's Additional Requirements:

1. General Contract Provisions.

- a. Monitoring/Audit Exceptions and Disallowed Costs: CONTRACTOR shall be subject to monitoring reviews that cover all fiscal and program terms and conditions of the Agreement and/or prescribed by the State, including cost allocation methodologies. Title 20 CFR Section 683.410(a) requires that each sub-recipient must conduct regular oversight and monitoring of its WIOA activities and those of its sub-recipients and contractors. This requirement ensures that expenditures meet the cost category and cost limitation requirements of WIOA and the regulations, that there is compliance with other provisions of WIOA and the regulations and other applicable laws and regulations, and to provide technical assistance as needed. Title 20 CFR Section 683.410(a)(6) states that the Governor may issue additional requirements and instructions to sub-recipients regarding monitoring activities.
- b. COUNTY shall consider an Agreement modification per fiscal year for the following purposes:
 - i. Changing labor market conditions; or
 - ii. New state and federal requirements, including unanticipated funding.

2. Criminal Records Check.

- a. Ensure that all existing staff and prospective staff and volunteers assigned to this project have a criminal record check. CONTRACTOR is responsible for any associated costs. The criminal record check shall be through one of the local law enforcement agencies and consist of a local law enforcement record check, a California Department of Motor Vehicle check, and a Live Scan submitted to the California Department of Justice (CDOJ). CONTRACTOR shall complete and submit a Staff Records Check (attached as Exhibit A-1) as appropriate for existing and prospective staff or volunteers.
- b. Prospective CONTRACTOR staff or volunteer may commence services only after the results of the Live Scan have been received by the CONTRACTOR from the CDOJ and the person is deemed by COUNTY as suitable for work with the CONTRACTOR.

3. Staff Professional Standards

- e. Warrant that all employees and volunteers under this contract have background, training, work experience, licenses, and supervision necessary for the performance of services in a manner of, and according to the standards observed by, a practitioner of the same

profession and in keeping with all Federal, State and County Laws. CONTRACTOR shall provide a list of current employees and copies of permits, licenses, certifications or other documents certifying staff training and qualifications upon demand from COUNTY.

G. Confidentiality:

1. CONTRACTOR agrees to maintain the confidentiality of client records and/or client information pursuant to: Title 42 United States Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (CFR), Part 2; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Sections 14100.2 and 5328; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; and Penal Code (PC) Sections 11140, 11142 and 1330. Client records and/or information must comply with all appropriate State and Federal requirements. CONTRACTOR shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of these services or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.

ATTACHMENT A-1

CONTRACTOR STAFF (EMPLOYEES/VOLUNTEERS/SUB-CONTRACTORS) RECORD CHECKS

Contractor or Agency Name

Program

Contractor's Signature

Date

NAME(S) OF PERSON(S)	E=EMPLOYEE V=VOLUNTEER S=SUB-CONTRACTOR	LOCAL RECORD CHECK	CRIMINAL RECORD DECLARATION	LIVESCAN	
		<i>Date Completed</i>	<i>Date Signed</i>	<i>Date Sent</i>	<i>Date Received</i>

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Line Item Budget)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **316,848**.
- 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** and **ATTACHMENT A-1** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **ATTACHMENT B-1** (Line Item Budget). Invoices submitted for payment that are based upon **ATTACHMENT B-1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A** and **ATTACHMENT A-1**.
- C. 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 DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **ATTACHMENT B-1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. 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.
- E. CONTRACTOR MONTHLY INVOICING REQUIREMENTS:

1. Invoice Format.

Monthly invoices shall be in a COUNTY pre-approved format. The invoice shall list costs by staff position (including total hours by position) and operating expense and equipment costs consistent with the line items on the attached ATTACHMENT B-1. All costs claimed by CONTRACTOR for reimbursement by COUNTY shall be identified in the specific format required by COUNTY.

2. Invoice Linkage to ATTACHMENT B-1 Budget Positions.

Any invoiced costs for staff positions or equipment costs not listed in ATTACHMENT B-1 of this Agreement will not be reimbursed by the COUNTY unless approved in advance by the COUNTY.

3. Invoice Timely Submission.

CONTRACTOR shall submit monthly invoices by the tenth of each subsequent month to the COUNTY DESIGNATED REPRESENTATIVE (i.e. representative listed in paragraph 2, Notices, of the main body of this Agreement).

4. Invoice Signature.

Invoices shall be signed and dated by an authorized CONTRACTOR's Designated Representative, as well as, identifying the name and title of the CONTRACTOR's Designated Representative preparing the invoice.

5. Client Monthly Status Report Format.

Client Monthly Status Report shall be in a COUNTY pre-approved format and shall list client first and last names, PIN, date of referral, date of enrollment, number of individual/group sessions attended, cumulative monthly attendance, date of discharge, exit status, and comments. Client Monthly Status Report shall be provided to COUNTY with each monthly invoice. **IMPORTANT: Monthly invoices will not be considered valid until copies of all required Client Monthly Status Reports are received by the COUNTY.**

6. Copies of Payroll Ledgers, Timecards, and Group/Individual Sign-In Logs.

Copies of payroll ledgers and timecards for the invoice service period for each CONTRACTOR's Designated Representative directly claimed on the invoice, as well as group/individual sign-in logs, shall be attached to the invoice. CONTRACTOR shall be notified if any invoice is missing copies of required payroll ledgers, timecards, and group/individual sign-in logs. **IMPORTANT: Monthly invoices will not be considered valid until copies of all required payroll ledgers, timecards, and group/individual sign-in logs are received by the COUNTY.**

7. Administrative/Overhead Costs.

Allocated Administrative/Overhead costs shall not be reimbursable and shall not be claimed unless such costs are identified and budgeted in ATTACHMENT B-1 of this Agreement.

8. Administrative/Overhead Documentation.

Annually, COUNTY may require the CONTRACTOR to submit written documentation to support the calculation of the set percentage and basis used to allocate administrative/overhead costs for the fiscal year in question, as well as, identifying all administrative/overhead costs by line item and by staff position for salaries.

9. Board of Directors List.

To the first monthly invoice submitted under this Agreement, the CONTRACTOR shall attach a list of the CONTRACTOR's Board of Directors including addresses, phone numbers and titles of officers who are members of the Board. **IMPORTANT: No invoice shall be considered valid until a copy of this list of the Board of Directors is received by the COUNTY.**

F. OTHER FINANCIAL REQUIREMENTS:

1. CPA Prepared Financial Audit Report.

CONTRACTOR shall provide a copy of the most recent CONTRACTOR financial audit report and related management letter (prepared by a Certified Public Accountant) to the County along with the first monthly invoice under this Agreement and annually thereafter with the same calendar month invoice if this Agreement covers multiple years. The submission of the aforementioned audit report and management letter shall be a condition precedent for payment for each year covered by this Agreement.

2. Delivery of Service Commitment.

CONTRACTOR is expected to deliver the level of services (by fiscal year) as specified on the attached ATTACHMENT B-1. CONTRACTOR understands and acknowledges that the failure to timely expend funds for any given fiscal year of this Agreement may jeopardize the ability to meet performance measures or legal requirements and may raise questions about the need for services and viability of providing funds for these services.

3. Fiscal Records.

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the CONTRACTOR's performance of the Agreement in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from support documentation to the accounting record to the financial reports and billings. CONTRACTOR shall keep such records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and as required by law and shall maintain such records for the greater of four (4) years following the termination of this Agreement or as otherwise stated by law and shall be subject to examination and audit by authorized State or COUNTY representatives at any time during CONTRACTOR's regular business hours upon reasonable notice.

4. Inspection of Records.

Make sure books, records, documents and other evidence is available to the COUNTY, or its Designated Representative, during the term of the Agreement or final audit, and for four (4) years after the termination of this Agreement or as otherwise required by law, whichever is later, and provide suitable facilities for access, monitoring, inspection, and copying thereof.

5. Access to Staff and Facilities.

Permit the COUNTY, or its Designated Representative, to have access to CONTRACTOR's staff and facilities wherever CONTRACTOR has been or is performing this Agreement and shall provide proper facilities for access, monitoring and inspection.

ATTACHMENT B-1 LINE ITEM BUDGET

PRISON TO EMPLOYMENT (P2E)							
Organization:	Goodwill Industries of Ventura and Santa Barbara Counties						
Contract Year:	FY 2019-2020 to FY 2021-2022						
	Implementation and Direct Services			Supportive Services, Earn and Learn			
Budget Item	FY20-21	FY21-22	Year Total	FY20-21	FY21-22	Year Total	2-Year Total
A. Salaries and Fringe Benefits							
Admin Salaries			\$ -	\$ -			\$ -
Fringe Benefits			\$ -	\$ -			\$ -
B. Other Operating							
Outreach/Advertising			\$ -	\$ -			\$ -
Audit			\$ -	\$ -			\$ -
Copying/Printing			\$ -	\$ -			\$ -
Dues/Membership			\$ -	\$ -			\$ -
Equipment Lease/Purchase/Maintenance			\$ -	\$ -			\$ -
Facilities Rent/Maintenance			\$ -	\$ -			\$ -
Insurance			\$ -	\$ -			\$ -
Legal Fees			\$ -	\$ -			\$ -
Meeting Room Rent			\$ -	\$ -			\$ -
Misc (License, Tax, Other Fees)			\$ -	\$ -			\$ -
Postage			\$ -	\$ -			\$ -
Publications			\$ -	\$ -			\$ -
Staff Development			\$ -	\$ -			\$ -
Staff Travel			\$ -	\$ -			\$ -
Supplies (Not Testing)			\$ -	\$ -			\$ -
Telephone			\$ -	\$ -			\$ -
Computer/Technology			\$ -	\$ -			\$ -
Contractual Services			\$ -	\$ -			\$ -
Other (Specify)			\$ -	\$ -			\$ -
C. Direct Participant Costs							
Testing/Instructional Material	\$ 600.00	\$ 720.00	\$ 1,320.00	\$ 363.64	\$ 436.36	\$ 800.00	\$ 2,120.00
Tuition Payment	\$6,818.18	\$8,181.82	\$ 15,000.00	\$ 4,967.27	\$ 5,960.73	\$ 10,928.00	\$ 25,928.00
Training (OJT / WEX / CM)	\$55,161.81	\$66,194.19	\$ 121,356.00	\$ 42,849.99	\$ 51,420.01	\$ 94,270.00	\$ 215,626.00
WEX Wages for Participants	\$45,464.54	\$54,557.46	\$ 100,022.00	\$ 33,189.09	\$ 39,826.91	\$ 73,016.00	\$ 173,038.00
Case Management - Operator's Staffing Cost	\$9,697.27	\$11,636.73	\$ 21,334.00	\$ 9,660.91	\$ 11,593.09	\$ 21,254.00	\$ 42,588.00
Supportive Services	\$14,722.73	\$17,667.27	\$ 32,390.00	\$ 10,931.82	\$ 13,118.18	\$ 24,050.00	\$ 56,440.00
Other (Specify)	\$5,970.01	\$7,163.99	\$ 13,134.00	\$ 1,636.37	\$ 1,963.63	\$ 3,600.00	\$ 16,734.00
D. Indirect Cost							
			\$ -	\$ -			\$ -
TOTAL BUDGET	\$83,272.73	\$99,927.27	\$ 183,200.00	\$ 60,749.09	\$ 72,898.91	\$ 133,648.00	\$ 316,848.00

**ATTACHMENT B-1
BUDGET NARRATIVE**

CONTRACT is subjected to the Uniform Guidance and Federal and State regulations and directives. Budget items are subject to review and approval.

- I. Budget Variances: CONTRACTOR shall utilize funds across PY 2020-2021 and 2021-2022. In no event shall the overall budget amount be exceeded without a formal written amendment to the Agreement.

- II. Operating Costs:
 - A. **WAGES AND FRINGE** – Cost is included in Direct Participant Cost under Case Management.

 - B. **OTHER OPERATING** – NO COST INCLUDED

 - C. **DIRECT PARTICIPANT COSTS**
 - i. Testing/Instructional Materials:
 1. Cost of testing and assessment to include basic skills assessment and additional assessment/interest inventory administration to determine appropriate training and career pathways.
 - ii. Tuition Payment: To support enrollment of participants into training in Eligible Training Providers List.
 - iii. Training:
 1. Work Experience:
 - a. Budget includes funding for 38 participants to receive Work Experience. The work experience cost is estimated (subjected to change based on participants' salaries, as State rules require compensation paid to participants must be based on comparable wages).
 2. Case Management Cost: Intensive case management service cost required to engage and retain targeted population in services and employment and job placement services.
 - a. COUNTY will fund \$42,588 of 50% of the cost of 1 FTE for the duration of the contract. Goodwill will in-kind the remaining cost. At \$21.00 per hour, monthly wages are \$3,640 + 25% fringe = \$4,550 per month. \$4,550 x 27 months = \$128,850. At 50%, wages = \$61,425.
 3. Supportive Services: Supportive services includes all allowable supportive services as deemed appropriate for engagement and retention of participants in programming and employment.
 4. Other: Employer specific outreach materials to overcome objections to hiring the target population and inform business of benefits of hiring target population. Also supports specialized training for contractors staff to improve effectiveness with target population

D. **INDIRECT COST:** CONTRACTOR is not requesting any indirect cost reimbursements.

E. **PROFIT:** CONTRACTOR is not requesting any profit.

EXHIBIT C
Indemnification and Insurance Requirements
(For Service Contracts Not Requiring Professional Liability Insurance)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.

4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".

7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage

or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

10. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

EXHIBIT D

GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS WORKFORCE INNOVATION AND OPPORTUNITY ACT

The following applies to all programs and/or projects funded under the Workforce Innovation and Opportunity Act (WIOA) conducted by **Goodwill Industries of Ventura and Santa Barbara Counties**, which is hereinafter referred to as “CONTRACTOR”.

1. COMPLIANCE

In performance of this Agreement, CONTRACTOR will fully comply with:

- A. The provisions of the Workforce Innovation and Opportunity Act (WIOA) of 2014; the Office of Management and Budget (OMB) Uniform Administrative Requirements, Allowable Costs, Cost Principles, and Audit Requirements for Federal Awards, Final Rule at 2 Code of Federal Regulations (CFR), Chapter I and Chapter II, Part 200, et al (hereafter referred to as Uniform Guidance 2 CFR Part 200); and the Department of Labor’s (DOL) exceptions at 2 CFR Chapter II, Part 2900, et al. (hereafter referred to as DOL Exceptions 2 CFR Part 2900); and all regulations, legislation, directives, policies, procedures and amendments issued pursuant thereto.
- B. All State legislation and regulations to the extent permitted by Federal law and all policies, directives and/or procedures, which implement the WIOA.
- C. The provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to DOL job training programs.
- D. CONTRACTOR will ensure diligence in managing programs under this Agreement, including performing appropriate monitoring of its activities and taking prompt corrective action against known violations of the WIOA. CONTRACTOR agrees to conform to the provisions of the WIOA and the contract requirements as referenced in Uniform Guidance 2 CFR Part 200, Appendix II and DOL Exceptions 2 CFR Part 2900, Appendix II to Part 200.

2. CERTIFICATIONS / ASSURANCES

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

- A. **Corporate Registration:** CONTRACTOR, if it is a corporation, certifies it is registered with the Secretary of State of California.
- B. **American’s Disabilities Act (ADA):** CONTRACTOR agrees to comply with the American’s Disabilities Act (ADA) of 1990, which, prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C.12101 et seq.)

- C. **False Claims Act:** CONTRACTOR, by signing this Agreement, agrees to assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets. CONTRACTOR shall assure that all annual, final fiscal reports, monthly claims, invoices, and vouchers, it submits for the purpose of requesting payment will include a certification, signed by an official who is authorized to legally bind CONTRACTOR, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise." (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).
- D. **Authority to Bind CONTRACTOR:** CONTRACTOR shall furnish the WDB in writing, a list of persons authorized to execute on behalf of CONTRACTOR: Agreements, modifications to Agreements, invoices or other documents as may be required by the WDB.
- E. **Sectarian Activities:** 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 whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- F. **National Labor Relations Board:** CONTRACTOR (if not a public entity), by signing this Agreement, does swear under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal court has been issued against CONTRACTOR within the immediately preceding two-year period because of the CONTRACTOR's failure to comply with an order of a Federal court, which orders CONTRACTOR to comply with an order of the National Labor Relations Board (PCC10296).
- G. **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 Agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of the final finding and determination, including repayment of debts.
- H. **Drug-Free Workplace Certification:** By signing this Agreement, CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 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.
 2. Establish a Drug-Free Awareness Program to inform employees about:

- i. The dangers of drug abuse in the workplace;
- ii. The person's or organization's policy of maintaining a drug-free workplace;
- iii. Any available counseling, rehabilitation and employee assistance programs; and
- iv. Penalties that may be imposed upon employees for drug abuse violations.

3. Every CONTRACTOR employee who works on this Agreement will:

- i. Receive a copy of CONTRACTOR's drug-free policy statement; and
- ii. Agree to abide by the terms of the CONTRACTOR's drug-free policy statement as a condition of employment on the Agreement.

I. **Child Support Compliance Act:** In accordance with the Child Support Compliance Act, CONTRACTOR recognizes and acknowledges: The importance of child and family support obligations and shall fully comply with the 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 CONTRACTOR is fully complying with the earnings assignment orders of all CONTRACTOR's employees and is providing the names of all new CONTRACTOR's employees to the New Employee Registry maintained by the State of California Employment Development Department (EDD).

J. **Debarment and Suspension Certification:** By signing this Agreement, CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that CONTRACTOR will comply with regulations implementing Executive Order 12549, Debarment and Suspension, Uniform Guidance 2 CFR Part 200, Appendix I, and that CONTRACTOR, to the best of its knowledge and belief, certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it 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. Nor shall CONTRACTOR have, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for 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 the offenses enumerated in Section 2 of this Debarment and Suspension 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 or default. Where CONTRACTOR is unable to certify to any of the statements in this Debarment and Suspension Certification, it shall attach an explanation to this Agreement.

K. Lobbying Certification: By signing this AGREEMENT CONTRACTOR hereby assures and certifies to compliance with the lobbying restrictions which are codified in the DOL regulations at Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR 2900, as follows:

1. No Federal appropriated funds have been paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any 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 Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. CONTRACTOR shall require that the language of the lobbying restrictions be included in the award documents for Agreement transactions over \$100,000 (per OMB) at all tiers (including AGREEMENTs, contracts, and subcontracts, under grants, loan, or cooperative Agreements), and that all sub-recipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying 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.

L. Priority Hiring Considerations: If this AGREEMENT includes services in excess of \$200,000, CONTRACTOR shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Section Code 11200 in accordance with Public Contract Code §10353.

M. Sweatfree Code of Conduct: All CONTRACTORS that contract for the procurement or laundering of apparel, garments, or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the State pursuant to the contract have been laundered

or produced, in whole or in part, by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. CONTRACTOR further declares under penalty of perjury that it will adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108. CONTRACTOR agrees to cooperate fully in providing reasonable access to CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by authorized officials of the WDB, State of California EDD, the Department of Industrial Relations, or the Department of Justice to determine CONTRACTOR's compliance with the requirements of the Sweatfree Code of Conduct.

N. Unenforceable Provision: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected hereby.

O. Non-discrimination Clause / Affirmative Action / Equal Employment Opportunity:

The conduct of the parties to this Agreement will be in accordance with Title VI of the Civil Rights Act of 1964 and the Rules and Regulations promulgated hereunder and the provisions of WIOA Section 188.

As a condition to the Agreement of financial assistance from the DOL under WIOA, CONTRACTOR assures that it will comply fully with the non-discrimination and equal opportunity provisions of the following laws:

- i. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA financially assisted program or activity;
 - ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
1. CONTRACTOR also assures that it will comply with Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, and all other regulations implementing the laws listed above. This assurance applies to CONTRACTOR's operation of the WIOA financially assisted program or activity, and to all Agreements that CONTRACTOR makes to carry out the WIOA financially assisted program or activity. CONTRACTOR understands that the United States has the right to seek judicial enforcement of

this assurance.

2. CONTRACTOR shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
3. CONTRACTOR will take affirmative action to assure that no individual will be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration or in connection with any services or activities authorized under the WIOA in violation of any applicable nondiscrimination law, including laws prohibiting discrimination on the basis of age, race, sex, color, religion, national origin, disability, political affiliation or belief. All complaints alleging discrimination must be filed and processed according to the procedure in the applicable DOL nondiscrimination regulations.
4. CONTRACTOR will assure that discriminatory job orders will not be accepted, except where the stated requirement is a bona fide occupational qualification (BFOQ). See, generally, 42 U.S.C. 2000(e)–2(e), 29 CFR parts 1604, 1606, 1625. (3)
5. CONTRACTOR will assure that employment testing programs will comply with 41 CFR part 60–3 and 29 CFR part 32 and 29 CFR 1627.3(b)(iv).
6. CONTRACTOR agrees to conform to non-discrimination and equal opportunity requirements and procedures, including the WDB’s grievance and complaint procedures in compliance with the WIOA, the Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, Federal regulations and State statutes, regulations and policy.
7. CONTRACTOR will be governed by WIOA procedures relating to complaints alleging violations of the WIOA, regulations, other Agreements under the WIOA including terms and conditions of employment. Participants will be notified in writing, upon enrollment into employment or training, of the WIOA complaint procedures including notification of their right to file a complaint and instructions on how to do so. Complaint procedures include: (1) the right to file a complaint, (2) the opportunity to resolve complaints informally, (3) written notice of hearings, and (4) a final decision within sixty (60) days of the date of filing.
8. CONTRACTOR will comply with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL”.
9. CONTRACTOR shall ensure equal employment opportunity based on objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, performance evaluation, and employee management

relations.

- P. **Salary and Bonus Limitations:** In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading “Employment and Training” that are available for expenditure on or after June 15, 2006, including funds expended pursuant to this Agreement, shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to CONTRACTORS providing goods and services as defined in Uniform Guidance 2 CFR Part 200 and the DOL Exceptions 2 CFR Part 2900. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from sub-recipients of such funds, taking into account factors including the relative cost-of-living in the States, the compensation levels for programs involved including DOL Employment and Training Administration programs. See Training and Employment Guidance Letter #05-06 for further clarification at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262.

The incurrence of costs and receiving reimbursement for these costs under this Agreement certifies that CONTRACTOR has read the above special condition and is in compliance.

- Q. **Federal Funding Accountability and Transparency Act (FFATA):** As required by FFATA, recipients of Federal awards are required to report sub-award and executive compensation information. By signing this Agreement, CONTRACTOR hereby assures and certifies to comply with the provisions of FFATA, which includes requirements referenced in Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900.
- R. **Air or Water Pollution Violation:** Under State laws, CONTRACTOR shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to any cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of Federal law relating to air or water pollution.