

## **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 Arbor E&T, LLC dba ResCare Workforce Services with an address at 805 North Whittington Parkway, Louisville, KY 4022 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein. COUNTY and CONTRACTOR may be referred to herein individually or collectively as "Party" or "Parties."

**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**

Raymond L. McDonald at phone number (805) 681-4453 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Janette Dunn at phone number (714) 856-0194 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, email, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:                   Ray McDonald, Executive Director, Workforce Development Board  
234 Camino Del Remedio, Santa Barbara, CA 93110.  
[R.McDonald@sbcsocialserv.org](mailto:R.McDonald@sbcsocialserv.org)

To CONTRACTOR:           Janette Dunn, ResCare Workforce Services  
[janettedunn@icloud.com](mailto:janettedunn@icloud.com)

Notice Copy to:           BrightSpring Health Services, Attn: Office of General Counsel  
805 N. Whittington Pkwy, Louisville, KY 40222  
Melanie Martin - [Melanie.Martin@brightspringhealth.com](mailto:Melanie.Martin@brightspringhealth.com)

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 July 1, 2019 and end performance upon completion, but no later than June 30, 2022 unless otherwise directed by COUNTY or unless earlier terminated. The COUNTY at the end of the contract term has an option to renegotiate one (1) additional one (1) year renewal without rebidding with thirty (30) days written notice to the Contractor prior to the expiration of the initial term. A renewal determination will be contingent upon CONTRACTOR's satisfactory achievement of agreed upon performance measures.

#### **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 nonappropriation 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 Nonappropriation 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.

## **33. STATE ENERGY CONSERVATION PLAN**

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

## **34. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING**

A. CONTRACTOR, by signing this Agreement, hereby certifies to the best of his, her or its knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or 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 federal 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; CONTRACTOR shall complete and submit California State Standard Form-LLL, "Disclosure Form to Report Lobbying," to the COUNTY and in accordance with the instructions found therein.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into

this transaction imposed by Section 1352, Title 31, 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 such failure.

C. CONTRACTOR also agrees by signing this document that he, she or it shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly

**35. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). CONTRACTOR shall promptly disclose, in writing, to the COUNTY office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the CONTRACTOR has credible evidence that a principal, employee, agent, or subcontractor of the CONTRACTOR has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

**36. MANDATORY DISCLOSURE**

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Contractor is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at [www.sam.gov](http://www.sam.gov). Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 OR 45 CFR §75.371. Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 376 and 31 U.S.C. 3321.)

**37. SUBAWARD**

CONTRACTOR shall comply with the requirements of 2 CFR Part 2900, which are hereby incorporated by reference in this Agreement.

**38. PROCUREMENT OF RECOVERED MATERIALS**

CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**39. EXHIBIT D, GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS FOR WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

**EXHIBIT D** is incorporated by reference and made a part of this Agreement.



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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Arbor E&T, LLC dba ResCare Workforce Services**.

**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: \_\_\_\_\_  
Steve Lavagnino  
Chair, Board of Supervisors

Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

Department of Social Services

By: \_\_\_\_\_  
Department Head  
Daniel Nielson

**CONTRACTOR:**

Arbor E&T, LLC dba ResCare Workforce Services

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 AJCC Operator – North County

This Statement of Work (SOW) is made by and between the COUNTY and CONTRACTOR to provide the services specified herein. Attachment 2 contains terms and definitions applicable to this Agreement, and is incorporated here by reference.

#### I. **Workforce Innovation and Opportunity Act**

The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014. It supersedes the Workforce Investment Act of 1998 taking effect July 1, 2015 with the goal of providing participants access to employment, education, training and support services to succeed in the labor market and to match employers with skilled workers they need to compete in a global economy. Section 2 of the Act describes the objectives of the legislation:

*The purposes of this Act are the following:*

- a. *To increase, for individuals in the United States, particularly those individuals with barriers to employment, access to and opportunities for the employment, education, training, and support services they need to succeed in the labor market.*
- b. *To support the alignment of workforce investment, education, and economic development systems in support of a comprehensive, accessible, and high-quality workforce development system in the United States.*
- c. *To improve the quality and labor market relevance of workforce investment, education, and economic development efforts to provide America's workers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages and to provide America's employers with the skilled workers the employers need to succeed in a global economy.*
- d. *To promote improvement in the structure of and delivery of services through the United States workforce development system to better address the employment and skill needs of workers, jobseekers, and employers.*
- e. *To increase the prosperity of workers and employers in the United States, the economic growth of communities, regions, and States, and the global competitiveness of the United States.*
- f. *For purposes of subtitle A and B of title I, to provide workforce investment activities, through statewide and local workforce development systems, that increase the employment, retention, and earnings of participants, and increase attainment of recognized postsecondary credentials by participants, and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet the skill requirements of employers, and enhance the productivity and competitiveness of the Nation.*

#### II. **Target Population**

WIOA Adult and Dislocated Worker services shall be targeted to:

##### A. Job Seekers:

1. Adults: Individual shall be considered eligible to participate if he/she is a COUNTY resident, or employed by a COUNTY employer, and:
  - a. Age 18 or older;
  - b. Meet selective service registration requirements;
  - c. Provide proof of right to work in the United States;
  - d. Demonstrate need for service beyond Basic Career Services to achieve employment;

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and

e. If employed, the individual must meet the local self-sufficiency standards.

2. Priority of services for eligible adult participants must be provided in the following order:
  - a. Veterans and eligible spouses who are also recipients of public assistance, other Low-Income Individuals, or individuals who are Basic Skills Deficient.
  - b. Individuals who are the recipient of public assistance, other Low-Income Individuals, or individuals who are Basic Skills Deficient.
  - c. Veterans and eligible spouses who are not included in groups 2.a or 2.b.
  - d. Other individuals not included in above.

Note: When past income is an eligibility determinant for federal employment or training programs, any amounts received as military pay or allowances by any person who served on active duty, and certain other specified benefits must be disregarded for the veteran and for other individuals for whom those amounts would normally be applied in making an eligibility determination. Military earnings are not to be included when calculating income for veterans or transitioning service members for this priority, in accordance with 38 U.S.C. 4213 and Employment Development Department (EDD) Directive Workforce Services Directive (WSD) 15-14.

3. Dislocated Workers: Individual shall be considered eligible to participate if he/she is a COUNTY resident *or* was dislocated from employment within COUNTY, is age 18 and older, and:
  - a. Meet the following definition of a dislocated worker:
    - i. Has been terminated or laid off or has received a notice of termination or layoff from employment, is eligible for or has exhausted entitlement to unemployment compensation, and is unlikely to return to a previous industry or occupation;
    - ii. Has been terminated or laid off, or has received notice of termination or layoff from employment as a result of any permanent closure of, or significant layoff at a plant, facility, or enterprise;
    - iii. Is employed at a facility at which the employer has made a general announcement that such facility will close in 180 days;
    - iv. Was self-employed;
    - v. Is a displaced homemaker; or
    - vi. Is the spouse of a member of the Armed Forces on active duty who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such a member.
  - b. Meet selective service registration requirements;
  - c. Provide proof of right to work in the United States;
  - d. Demonstrate need for service beyond Basic Career Services to achieve employment;and
  - e. If employed, the individual must meet the local self-sufficiency standards.

4. Priority of services for eligible Dislocated Worker participants must be provided in the following order:
  - a. Veterans and eligible spouses who are also recipients of public assistance, other Low-Income Individuals, or individuals who are Basic Skills Deficient.
  - b. Individuals who are the recipient of public assistance, other Low-Income Individuals, or individuals who are Basic Skills Deficient.
  - c. Veterans and eligible spouses who are not included in 4.a. or 4.b.
  - d. Other individuals not included in groups above. Note: When past income is an

eligibility determinant for federal employment or training programs, any amounts received as military pay or allowances by any person who served on active duty, and certain other specified benefits must be disregarded for the veteran and for other individuals for whom those amounts would normally be applied in making an eligibility determination. Military earnings are not to be included when calculating income for veterans or transitioning service members for this priority, in accordance with 38 U.S.C. 4213 and EDD Directive WSD 15-14.

5. Businesses/Employers: Engage and serve local employers, specifically targeting those in the COUNTY's designated industry sectors.

### III. Duties and Responsibilities

#### A. CONTRACTOR SHALL:

1. Fulfill the role of the America's Job Center of California (AJCC) operator, and the Adult and Dislocated Worker Career Services (ADWCS) Provider.
  - a. AJCC Operator role includes the following:
    - i. Coordinating the service delivery of required AJCC partners and service providers, as listed in Memorandums of Understanding – Phase I and Phase II.
    - ii. Ensuring the implementation of the partner responsibilities and contributions agreed upon the Memorandums of Understanding – Phase I and Phase II.
  - b. ADWCS Provider role includes the following:
    - i. Provide Basic Career Services including but not limited to participant intake, orientations, initial assessment, employment services, and referrals to other partners and services.
    - ii. Provide individualized Career Services including but not limited to comprehensive and specialized assessments, case management, individual employment plans, career planning, and vocational counseling.
    - iii. Provide Follow-up Services for 12 months after exit for participants.
    - iv. Manage the daily operations in coordination with COUNTY, including the hours of operation for the AJCC.
  - c. Additional Responsibilities for AJCC and ADWCS Provider shall include:
    - i. Report to COUNTY on CONTRACTOR operations and performance. Adhere to and follow/implement continuous improvement plan related to the Hallmarks of Excellence America's Job Center of California (AJCC) Certification.
    - ii. Implement policies established by COUNTY.
    - iii. Coordinate and/or provide adequate coverage for front desk of the AJCCs and Resource Room(s).
    - iv. Coordinate and participate in trainings provided by other agencies' AJCC partners regarding similar services provided by their agencies as conducted.
    - v. Create and implement outreach plan to promote the AJCC. CONTRACTOR must track and ensure AJCC visitors increase each year. Current average per month is 1,346 visitors (October to February 2019).
    - vi. Ensure participant satisfaction with AJCC services by regularly tracking, analyzing participant feedback, and sharing information with other AJCC partners.
    - vii. Adhere to facility requirements listed under Section IV - Facilities.
    - viii. Adhere to all applicable federal and state guidance.
2. 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.

3. Adhere to all federal, state, or county statutes, regulations, executive orders, directives, or ordinances 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.
4. Adhere to and ensure internal policies are in place to guarantee all CONTRACTOR's staff, CONTRACTOR's supervisors, and participants (when applicable) receive information and training on the following:
  - a. WIOA grievance and complaint resolution procedure;
  - b. Nondiscrimination and Equal Opportunity procedures;
  - 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.
5. Ensure that the service delivery model for the AJCC and ADWCS includes components necessary to meet WIOA performance measures listed under Section VI - Performance Measures.
6. Ensure the service delivery model for the AJCC and ADWCS, at minimum, includes the following components:
  - a. **Business Services:**
    - i. CONTRACTOR in cooperation with the COUNTY shall implement a demand-driven workforce system by engaging and serving local employers, specifically targeting those in the COUNTY's designated industry sectors. CONTRACTOR shall provide excellent customer service that will encourage effective business engagement in order to maximize employment and training opportunities for participants.
    - ii. Business service activities will include but not be limited to:
      1. Assisting employers with the registration into the State of California's workforce information system (CalJOBS) and with developing job orders (job openings information/requests).
      2. Pre-screening and referring qualified participants to employers with open positions.
      3. Referring businesses to additional resources and services available in the community to help their businesses grow and consequently increase hiring.
    - iii. CONTRACTOR shall coordinate business service activities with the WDB business service staff. CONTRACTOR may be asked to support WDB staff, EDD, or other WDB contractors in the provision of workforce business services, including Rapid Response Services, job fairs, targeted recruitments, and/or other grant funded workforce events, services or programs on an as

- needed basis.
  - iv. CONTRACTOR shall ensure business service members are trained and certified in the following areas: *Account Management is Relationship Management (Time is Money); Using Local Labor Market Information to Create Your Strategic Business Outreach Plan; Connecting with Business to Provide Workforce Solutions (Telling is not Selling).*
  - v. CONTRACTOR shall assist employers with targeted recruitment events that are in nature mini job fairs specific to that employer's needs. CONTRACTOR shall coordinate outreach and promotion of the event with participants, AJCC partners and visitors.
- b. **Jobseeker Services:** Prepare, train, and place participants in quality employment focused on designated industry sectors with opportunity for advancement. Services will include but not be limited to:
- i. Career Services: Three types of Career Services: Basic Career Services, Individualized Career Services, and Follow-up Services listed on Section III A.3. (Definitions and examples of activities for Career Services are listed in Attachment 2.)
  - ii. Implement and incorporate the Career Pathways Employer online career exploration platform for participants needing to address education, training, job readiness and employment needs. In addition, utilize the Steps to Employment Guide.
  - iii. Employment preparation services, including workshops, internships and work experiences that are linked to careers.
  - iv. Direct job placement into unsubsidized employment through referrals.
  - v. For participants needing additional assistance beyond ADWCS, provide information and referral to other programs and services in the community.
  - vi. Implement the Talent Delivery Model – a WIOA-compliant, business-focused program that ensures employers are supplied with career candidates who are prepared and job-ready for demand occupations. Each participant shall have access to a team of career service professionals who will help participants navigate and support their participation in the ADWCS.
  - vii. Training services, for WIOA eligible participants (WIOA, Sec. 134) who meet the requirements under Section III.6.c Training Services.
- c. **Training Services:**
- i. CONTRACTOR shall be responsible for recruiting and matching participants and employers, and for the implementation of training services as defined in EDD Workforce Services Directive (18-10).
  - ii. CONTRACTOR shall follow COUNTY's Eligibility for Training Services policy which determines eligibility for training services for participants. Training services shall include the following:
    1. Occupational Skills Training, including training for nontraditional employment.
    2. On-the-Job Training.
    3. Incumbent Worker Training.
    4. Programs that combine workplace training with related instruction, which may include Cooperative Education programs.
    5. Training programs operated by the private sector.
    6. Skill upgrading and retraining.
    7. Entrepreneurial Training.

8. Transitional Jobs.
  9. Job readiness training provided in combination with any of the services listed above.
  10. Adult education and literacy activities provided concurrently or in combination with any of the services listed from 1 through 7.
  11. Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.
- iii. Training must meet the definition of a training service as provided in 20 CFR Section 680.420. A program of training services in one or more courses or classes, or a structured regimen that provides the training services and shall lead to one of the following:
1. An industry-recognized certificate or certification, a certificate of completion of a registered apprenticeship, a license recognized by the state or the federal government, an associate or baccalaureate degree.
  2. A secondary school diploma or its equivalent.
  3. Employment.
  4. Measurable skill gains toward a credential described in (1) or (2) above, or employment.
7. CONTRACTOR must monitor labor market trends 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.

The industry sectors offer a framework to understand employment opportunities to engage employers, and to develop career pathways and training opportunities that are consistent with the needs of COUNTY. Sector strategies will be developed to support COUNTY's designated industry sectors and to educate and connect jobseekers to employment within these sectors.

8. CONTRACTOR shall work in collaboration with COUNTY to further develop and enhance the Eligible Training Providers List (ETPL). The items to be considered when selecting training providers include but are not limited to graduation and job placement rates, and whether the training program falls in one of the COUNTY's designated industry sectors. The collaboration with CONTRACTOR includes seeking new eligible training programs in order to increase the number of available trainings on the ETPL.
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 Section 121(b)(1) of the WIOA that support:
    - 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, approved by COUNTY, that carry out workforce development programs, such as:
  - i. Employment and training programs administered by the Social Security Administration;
  - ii. Supplemental Nutrition Assistance Program (SNAP) and SNAP Employment and Training programs;
  - iii. Client assistance programs;
  - iv. National and Community Service state grants; or
  - v. Other appropriate federal, state or local employment, education and training programs.

10. Follow the branding guidelines issued at the federal, state, and county level. CONTRACTOR shall not use their brand or promote its organization without the explicit permission of the COUNTY. CONTRACTOR must utilize the branding: America’s Job Center of California<sup>SM</sup>.
11. Implement yearly outreach and recruitment strategies to identify and engage diverse populations. Successfully implement proposed outreach and recruitment strategies for job seekers and employers.
12. Ensure participant and employer satisfaction with program services and quality, by regularly tracking and analyzing feedback and committing to continuous improvement.
13. Implement the Roadmap to Success<sup>©</sup> curriculum, and ResCare Academy<sup>TM</sup>. Provide workshops that focus on interview skills, resume writing, job search strategies, appropriate dress, behavior, workplace etiquette and culture, and computer literacy.
14. Develop networking groups and job clubs to support the participant’s acquisition of soft skills.
15. CONTRACTOR shall have a policy and process in place for referring, and following up with participants, whose needs are beyond the services offered by CONTRACTOR.
16. When applicable, assist participants with educational and occupational skill sets through a career pathways model with a focus on stackable credentials and industry sectors.
17. Provide ongoing staff development to CONTRACTOR’s staff and training to support compliance with WIOA and EDD mandates, and to ensure positive outcomes for AJCC and



ADWCS. Trainers utilized for staff development and paid with contract funds must be approved by COUNTY. Trainers must be locally, regionally, or nationally recognized.

18. Provide follow-up services for one year after exit from program to improve individual outcomes and program performance.
19. CONTRACTOR may be asked to support COUNTY, EDD, or other COUNTY workforce service contractors in the provision of other workforce services, such as grant funded workforce programs or on an as-needed basis.
20. Regional collaboration and reporting will be required under WIOA.
21. Obtain approval from COUNTY prior to the purchase of any equipment using WIOA contract funds.
22. Obtain approval from COUNTY prior to any out-of-state staff travel.
23. Participate in the research and implementation of the Customer-Centered Design (CCD) approach to service delivery to ensure the highest quality of services are being provided to participants and at AJCC. CCD is a team-based initiative where groups of people who represent a broad range of stakeholders and partners join in a process to develop an innovative participant focused environment. Ensure adequate levels of staff are available at all times constant with available funding.
24. Provide to participants web-based technology courses including:
  - a. GED preparation training; and
  - b. 4,000 job skill development courses.
25. CONTRACTOR shall ensure participants are served and exited from program in a period of 24 months. Participants retained for more than 24 months shall be reviewed and approved by COUNTY.
26. CONTRACTOR shall request approval from COUNTY for new WIOA applications, exits, and participants entering training.
27. Provide ADWCS to carry-over cases (participants served in consecutive Fiscal Year (FY)'s) ensuring strong re-engagement plan and exit plan to seek positive performance measures.
28. Develop and implement strong practices to meet performance measures and goals, which includes exit strategy plan to ensure strong program outcomes and positive performance.

B. COUNTY SHALL:

1. Provide CONTRACTOR with the State established annual performance goals and monitor performance on a quarterly, or as needed, basis.
2. Develop and maintain an operating manual documenting the policies and procedures for the AJCC/ADWCS.

3. Review CONTRACTOR's yearly staffing plans, outreaching plan and program design documents, including letters of support or MOUs from partners providing services, listed in Section III of this Agreement.
4. Review new WIOA applications, exits, and participants entering training.
5. Work with State agencies to manage the approval of training providers for the Eligible Training Providers List (ETPL), and collaborate with CONTRACTOR to further enhance the training opportunities available on this list. The items to be considered when approving training providers include but are not limited to graduation and job placement rates, and whether the training program falls in one of the COUNTY's designated industry sectors. The collaboration with CONTRACTOR includes seeking new training programs in order to increase the number of available trainings on the ETPL.

#### **IV. Facilities**

##### **A. CONTRACTOR SHALL:**

1. Provide comprehensive services outlined in the SOW at the following AJCC North COUNTY facility: 1410 S. Broadway #A, Santa Maria, CA 93454
2. Provide ADWCS outlined in the SOW at COUNTY facility: 1100 W. Laurel Avenue, Lompoc, CA 93436
3. Be responsible for following all building policies of AJCC North COUNTY facilities, including but not limited to those dealing with professional conduct, Confidentiality, Private Client Information (PCI), Equal Opportunity, Health and Safety practices, and Americans with Disabilities Act and related laws, rules and regulations.
4. Be responsible for the replacement of any damaged furniture/equipment provided by COUNTY at COUNTY facilities. If the furniture/equipment is no longer needed, it shall be returned to the COUNTY. COUNTY will not upgrade or replace property initially provided. This includes:
  - a. Furniture (cubicles, desk, chairs)
  - b. Computers/ printers in Resource Room (to be maintained by CONTRACTOR) including software updates, security patches and/or consumables.
5. Be responsible for:
  - a. Internet service (Comcast, Cox, Frontier, etc) connection.
  - b. Local network connectivity for CONTRACTOR staff use and publicly used computers (CONTRACTOR may not connect to COUNTY network).
  - c. Computers, copiers and printers for CONTRACTOR staff use.

##### **B. COUNTY SHALL:**

1. Be the leaseholder for the North COUNTY facilities and shall be responsible for the payment of the following facility-related costs:
  - a. Building lease;
  - b. Janitorial services;
  - c. Utility costs (electric, water and trash);
  - d. Building maintenance staff (COUNTY employees);

- e. Desk phones and phone service; and
- f. Furniture maintenance (cubicles, desk, chairs).

**V. Reporting Requirements:**

**A. CONTRACTOR SHALL:**

1. Utilize CalJOBS as the COUNTY-prescribed reporting tool and enter data timely and as required by EDD in order to ensure proper management of participants served by the AJCC operator, and ADWCS Provider.
2. Meet regularly (no less than quarterly) with COUNTY to discuss: enrollments, participant retention, program design, outcomes (employment and education), program expenditures, CONTRACTOR staffing, and other elements that have the potential to impact the quality of the programs and services provided under the Agreement.
3. Be responsible for submitting timely and relevant information and data to the COUNTY for the purposes of reporting and program management. Information in the report shall include but is not limited to:
  - a. CONTRACTOR's performance measures progress;
  - b. CONTRACTOR's yearly performance goals;
  - c. Participant enrollment number and expenditure updates;
  - d. Training expenditure updates and number of participants in training;
  - e. Employer/Business engagement information;
  - f. Update on any regional collaboration; and
  - g. CONTRACTOR's progress in complying with the Hallmarks of Excellence and Continuing Improvement Plan.
4. Provide COUNTY with reporting requests as needed and respond in a prompt and timely manner.
5. CONTRACTOR shall provide reports on regional projects.
6. Provide detailed training report on a monthly basis with information regarding the name of participants in training, amounts obligated for training per participant, payments made up to date for each participant, and remaining balance amounts.
7. For targeted recruitments performed, provide COUNTY with reports about the number of businesses assisted and the number of positions filled.
8. No later than February of each year, for participant to be carried forward, from one FY to the next, provide list of participants with 12 months or more of services (active enrollment), and the rationale for carrying forward those case into next FY.
9. No later than February of each year, provide COUNTY a report detailing participants in training that would be transferred from current FY into next FY and includes information listed in Section V.A.6.
10. Provide quarterly data with up-to-date information on all performance items listed in Section VI of this Agreement.

B. COUNTY SHALL:

1. Be responsible for collecting, collating and reporting data related to program outputs and outcomes.
2. Be responsible for reporting to the State and will respond to all requests from the County Board of Supervisors, WDB members, the media, and other interested stakeholders.

VI. Performance Measures/Outcomes:

A. CONTRACTOR SHALL:

1. Enrollment Goals

Enroll the following unduplicated number of participants in the North COUNTY:

	New Enrollments		Total
	Adult	DW	
<b>Year 1</b>	38	38	<b>76</b>
<b>Year 2</b>	52	52	<b>104</b>
<b>Year 3</b>	46	46	<b>92</b>
<b>TOTAL</b>	136	136	<b>272</b>

2. Additional Yearly Performance Goals

COUNTY has established additional performance indicators to ensure a strong return on investment and adequate levels of service and outcomes for the community. CONTRACTOR must meet or exceed the following annual performance goals:

- a. Participants exited each FY must meet the following goals:

**FY 2019/2020**

PROGRAM	ADULT/DW ANNUAL PERFORMANCE GOALS			
	Placed in Employment	Median Earnings	Credential Attainment	Measurable Skill Gain
<b>ADULT</b>	66.0%	\$5,600	54.0%	38.0%
<b>DISLOCATED WORKER</b>	69.5%	\$8,000	58.0%	38.0%

*The performance goals for FY 2020-2021 and 2021-2022 will be negotiated with the State by the WDB and must be met or exceeded by CONTRACTOR.*

- b. CONTRACTOR must make good faith effort to, at minimum, exit 50% of participants served (carried forward and new enrollments) each FY. For example, if during FY 2020/2021, 80 participants are carried over from previous FY, and an additional 60 are enrolled, half of the total participants (70) must be exited at the end of FY 2020/2021.
3. Meet or exceed State’s negotiated annual performance goals.

	ADULT/DW PERFORMANCE INDICATORS				
PROGRAM	Employed 2nd Quarter	Employed 4th Quarter	Median Earnings	Credential Attainment	Measurable Skill Gain
ADULT	66.0%	62.5%	\$5,600	54.0%	38.0%
DISLOCATED WORKER	69.5%	66.5%	\$8,000	58.0%	38.0%

The performance measure listed represent those goals negotiated with the State for FY 2019/2020. The performance goals for FY 2020/2021 and 2021/2022 will be negotiated with the State by the WDB and will be updated accordingly.

4. In order to meet the mandated spending requirement set forth in California Senate Bill 734 and EDD Directive WSD 14-1, CONTRACTOR for each program location is expected to spend at least the following amount on training services and leverage resources in each FY:

FY	Total Annual Budget North COUNTY	WIOA Funds - Minimum Amount to be Spent on Training: North COUNTY	Leverage Resources Minimum Amount to be Spent (as referenced in EDD Directive WSD 14-1 and/or SB 734)	Total Training Budget (WIOA Funds plus Leverage)
July 1, 2019 – June 30, 2020	\$684,445.72	\$249,472.29	\$90,841.71	\$340,314
July 1, 2020 – June 30, 2021	\$676,189.80	\$249,472.29	\$90,841.71	\$340,314
July 1, 2021 - June 30, 2022	\$676,189.80	\$249,472.29	\$90,841.71	\$340,314

5. Adhere to, and follow/implement Continuous Improvement Plan set forth in the Hallmarks of Excellence AJCC Certification.
  - a. In order to highlight areas where the AJCC can continuously improve their service delivery, the Hallmarks of Excellence items have been developed, with each one ranked on a scale of 1-5. In order to receive a Hallmarks of Excellence AJCC Certification, an AJCC must meet Baseline AJCC Certification and receive a ranking of at least 3 for each of the following:
    - i. The AJCC physical location enhances the participant experience.
    - ii. The AJCC ensures universal access to the AJCC and ADWCS facility or office, with an emphasis on individuals with barriers to employment.
    - iii. The AJCC actively supports the One-Stop system through effective partnerships.
    - iv. The AJCC provides integrated, participant-centered services.
    - v. The AJCC is an on-ramp for skill development.
    - vi. The AJCC actively engages industry and labor.
    - vii. The AJCC has high-quality, well-informed, and cross-trained staff.
    - viii. The AJCC achieves business results through data-driven continuous improvement.

The Continuous Improvement Plan guides the AJCC to continually improve and progress within each Hallmark of Excellence. The plan sets target dates and outlines how the plan to increase CONTRACTOR's ranking for each Hallmark of Excellence or maintain CONTRACTOR's ranking for any Hallmark of Excellence in which they have already achieved a 5.

B. COUNTY SHALL:

Provide CONTRACTOR the State established annual performance goals once negotiated.

**VII. General Agreement Provisions**

A. CONTRACTOR shall:

1. Obtain prior approval from COUNTY before moving any computer/phone line within AJCC North COUNTY facility.
2. Return to COUNTY upon expiration or termination of this Agreement any equipment or furniture used by CONTRACTOR as well as any other equipment purchased or provided to CONTRACTOR under this Agreement.
3. Comply with facility management direction when in COUNTY buildings.
4. Monitoring/Audit Exceptions and Disallowed Costs: CONTRACTOR shall be subject to monitoring reviews that cover all fiscal and programmatic 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 subrecipient must conduct regular oversight and monitoring of its WIOA activities and those of its subrecipients 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 subrecipients regarding monitoring activities.
5. CONTRACTOR shall be subjected to program monitoring/reviews. Program monitoring involves the review and verification of essential program documents that support the participant's eligibility for WIOA services. The documents are to be maintained in the participants' case management files. Program monitoring also includes an on-site review of training locations to ascertain that all other necessary and required federal, state and local laws and ordinances are in place and are being enforced. Examples of the items to be reviewed include drug-free work/training environment, Equal Employment Opportunity/Non-discrimination posters, etc.
6. CONTRACTOR shall be subjected to oversight and monitoring of nondiscrimination and equal opportunity policies and procedures.

B. COUNTY shall:

1. In connection with the end of the contract term, COUNTY shall perform both a programmatic and a fiscal closeout to determine CONTRACTOR's full compliance with the provisions of the Agreement.

2. COUNTY staff may request corrective action plans and/or conduct additional monitoring if the CONTRACTOR is not meeting expected performance levels.
3. COUNTY shall consider an Agreement modification per fiscal year for the following purposes:
  - a. To transfer unspent direct job seeker costs from one fiscal year to another;
  - b. Changing labor market conditions; or
  - c. New state and federal requirements, including unanticipated funding.

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**EXHIBIT B**

**PAYMENT ARRANGEMENTS**  
**Periodic Compensation (with attached Line Item Budget)**  
**AJCC Operator / ADWCS Provider– North COUNTY**

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **2,168,108 which includes \$131,282 for Direct Job Seeker Costs contingency** (\$684,446 for FY 2019/2020; \$676,190 for FY 2020/2021; and \$676,190 for FY 2021/2022).
- B. The funds provided under this Agreement shall be solely used for the services described in this Agreement and shall not be used for services under any other Agreement for Services of Independent Contractor with CONTRACTOR, including the Agreement for Services of Independent Contractor with CONTRACTOR for South COUNTY services. CONTRACTOR shall segregate and manage funds for North COUNTY services separate from South COUNTY services.
- C. The Agreement is subject to the availability of applicable federal funding from the Department of Labor and/or the State EDD Workforce Services Division. If the Department of Labor and/or the State EDD Workforce Services Division fails to appropriate or otherwise make available sufficient funds to fund contracts, COUNTY or the WDB may terminate and/or reduce funding of this Agreement in full or in part, at any time during the Agreement period.
- D. In order to meet the mandated spending requirement set forth in California Senate Bill 734 and EDD Directive WSD 14-1, CONTRACTOR for each program location shall spend *at least* the following amount on training services in each FY without exceeding the total annual budget:

FY	Total Annual Budget North COUNTY	WIOA Funds - Minimum Amount to be spent on Training: North COUNTY	Leverage Resources Minimum Amount to be spent (as referenced in EDD Directive WSD 14-1 and/or SB 734)	Total Minimum Training Budget (WIOA Funds plus Leverage)
July 1, 2019 – June 30, 2020	\$684,445.72	\$249,472.29	\$90,841.71	\$340,314
July 1, 2020 – June 30, 2021	\$676,189.80	\$249,472.29	\$90,841.71	\$340, 314
July 1, 2021 - June 30, 2022	\$676,189.80	\$249,472.29	\$90,841.71	\$340, 314

These amounts are based on the current allocation and are subject to change based on yearly fund allocation.

\*CONTRACTOR will be required to meet 8% leverage as listed. CONTRACTOR is required to work with WDB staff to apply leveraged resources to meet this spending requirement.

COUNTY may apply designated leveraged resources used for training and supportive services (up to 10 percent of the combined total of their adult and dislocated worker formula fund allocation) toward meeting the minimum training expenditure requirement. Leveraged resources are defined as: “Federal and non-federal



resources (cash contributions and in-kind contributions) used by the Sub recipient and/or Sub recipient Contractor for training services.”

- E. 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. CONTRACTOR shall utilize the COUNTY provided invoice template, WIOA Monthly Invoice and Detail Report (**Attachment 1**). Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges, timesheets, hourly rates, and task description log for personnel, as defined in **EXHIBIT B-1** (Line Item Budget and Narrative). Invoices submitted for payment that are based upon **EXHIBIT B-1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- F. By the 15<sup>th</sup> of each month, 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 **EXHIBIT B-1** and 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. All corrections shall be made no later than 60 days upon the initial receipt of invoice. COUNTY shall initiate payment process with adjustments if corrections are not received during this period of time.
- 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.
- H. During the term of this Agreement, COUNTY will evaluate whether CONTRACTOR is making sufficient progress in spending funds provided by this Agreement to deliver services to program participants. If CONTRACTOR does not expend and invoice the COUNTY for at least \$45,263.00 in funds each month of this Agreement, COUNTY will notify CONTRACTOR and will have the option to recapture unexpended funds so as to redirect the spending of those unexpended funds to accomplish timely use of the funds. COUNTY shall accomplish any recapture of funds by February 28 of each year of the Agreement. In addition, if CONTRACTOR spends less than the amounts budgeted for each year of this Agreement, COUNTY may also reduce the overall budget for the Agreement and for any year of the Agreement. Such recaptures will not require an amendment to this Agreement.
- I. Budget Variances: CONTRACTOR shall obtain in advance the expressed written consent from the DESIGNATED REPRESENTATIVE for any variation of the line item amounts within the same cost category (i.e. cost category I.A, cost category I.B., cost category I.C, and cost category I.D. identified in EXHIBIT B-1) set forth in the Line Item Budget detailed in **EXHIBIT B-1**. In no event shall funds be moved between cost categories or the overall budget amount be exceeded without a formal written amendment to the Agreement.
- J. By February of each year, CONTRACTOR shall provide detailed report with information regarding the name of participants in training. Report must include: amounts obligated for training and supportive services per participant, payments made up to date for each participant, and remaining balance amounts (obligated minus payments). Should a balance remain in the funds allocated for direct job seeker costs, COUNTY may through an expressed written agreement transfer the remaining balance to the next FY.
- K. CONTRACTOR is subjected to the Uniform Guidance and applicable provisions of the Federal Acquisition Requirements (FAR). The DOL-specific requirement at 2 CFR Part 2900.2 expands the definition of “non-

Federal entity” to include for-profit entities, therefore CONTRACTOR is considered a non-Federal entity and subjected to the Uniform Guidance. The Uniform Guidance provides fiscal and administrative guidance for the administration of the WIOA program, including specific requirements for purchasing goods or services as related to equipment. The intent is to ensure that purchases of goods or services are approved and performed through fair and open competition. Procurement of Equipment and Related Services, WSD 17-18.

- L. Six-Month Billing Limit: Unless otherwise determined by state or federal regulations all original invoices under this Agreement must be received by COUNTY within six (6) months from the date of service to avoid possible payment reduction or denial for late billing.
  
- M. 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 regards to this Agreement. The judgement of any court of competent jurisdiction or the admission of CONTRACTOR is any action or proceeding against CONTRACTOR, where 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.

**EXHIBIT B-1**

**Line Item Budget and Narrative  
AJCC Operator/ ADWCS Provider– North COUNTY**

<b>Organization:</b>	Arbor E&T, LLC dba ResCare Workforce Services		
<b>One-Stop Location:</b>	Santa Maria		
<b>Contract Year:</b>	July 1, 2019 - June 30, 2020		
<b>I. OPERATING COSTS</b>			
<b>A. WAGES AND FRINGES</b>	<b>Salary</b>	<b>% Allocated to Contract</b>	<b>Total Cost to Contract</b>
<b>Position Title</b>			
Project Director	\$ 122,479	59%	\$72,156
Project Accountant	\$ 87,709	29%	\$25,836
Supervisor (SM)	\$ 65,155	100%	\$65,155
Talent Development Specialist SM	\$ 50,119	100%	\$50,119
Talent Development Specialist SM	\$ 50,119	100%	\$50,119
Talent Engagement Specialist SM	\$ 50,119	100%	\$50,119
			\$0
<b>Subtotal Wages &amp; Fringes</b>			\$313,506
<b>B. OTHER OPERATING</b>			
Advertising			\$1,414
Audit			\$719
Copying/Printing			\$0
Dues/Membership			\$236
Equipment Lease/Purchase/Maintenance			\$0
Insurance			\$2,270
Legal Fees			\$0
Meeting Room Rental			\$0
Misc. (License, Tax, Other Fees)			\$3,181
Postage			\$530
Publications			\$0
Staff Development			\$353
Staff Travel			\$3,172
Supplies (Not Testing)			\$14,934
Telephone			\$1,591
Computer/Technology			\$0
Other - Employee Background Checks			\$389
Other - Lease			\$0
Other - Networking			\$10,860
<b>Subtotal Other Operating</b>			\$39,649
<b>Subtotal Operating</b>			\$353,154
<b>C. DIRECT JOB SEEKER COSTS</b>			
<b>Training Total</b>			
Training			\$249,473
<b>Subtotal Training Paid with WIOA Funds</b>			\$249,473
Supportive Services			\$9,000
<b>Subtotal Supportive Services for Leverage</b>			\$9,000
<b>Subtotal Direct Job Seeker Costs</b>			\$249,473
<b>D. INDIRECT COSTS</b>			\$37,646
<b>E. PROFIT</b>			\$35,172
<b>TOTAL BUDGET</b>			\$684,446

<b>Organization:</b>	Arbor E&T, LLC dba ResCare Workforce Services		
<b>One-Stop Location:</b>	Santa Maria		
<b>Contract Year:</b>	July 1, 2020 - June 30, 2021		
<b>I. OPERATING COSTS</b>			
<b>A. WAGES AND FRINGES</b>	<b>Salary</b>	<b>% Allocated to Contract</b>	<b>Total Cost to Contract</b>
<b>Position Title</b>			
Project Director	\$124,972	59%	\$73,625
Project Accountant	\$89,494	29%	\$26,362
Supervisor (SM)	\$66,482	100%	\$66,482
Talent Development Specialist SM	\$51,140	100%	\$51,140
Talent Development Specialist SM	\$51,140	100%	\$51,140
Talent Engagement Specialist SM	\$51,140	100%	\$51,140
			\$0
<b>Subtotal Wages &amp; Fringes</b>			\$319,887
<b>B. OTHER OPERATING</b>			
Advertising			\$1,414
Audit			\$704
Copying/Printing			\$0
Dues/Membership			\$236
Equipment Lease/Purchase/Maintenance			\$0
Insurance			\$2,218
Legal Fees			\$0
Meeting Room Rental			\$0
Misc. (License, Tax, Other Fees)			\$3,181
Postage			\$530
Publications			\$0
Staff Development			\$353
Staff Travel			\$3,172
Supplies (Not Testing)			\$3,535
Telephone			\$1,591
Computer/Technology			\$0
Other - Employee Background Checks			\$65
Other - Lease			\$0
Other - Networking			\$9,360
<b>Subtotal Other Operating</b>			\$26,359
<b>Subtotal Operating</b>			\$346,246
<b>C. DIRECT JOB SEEKER COSTS</b>			
<b>Training Total</b>			
Training			\$249,473
<b>Subtotal Training Paid with WIOA Funds</b>			\$249,473
Supportive Services			\$9,077
<b>Subtotal Supportive Services for Leverage</b>			\$9,077
<b>Subtotal Direct Job Seeker Costs</b>			\$258,550
<b>D. INDIRECT COSTS</b>			\$36,910
<b>E. PROFIT</b>			\$34,484
<b>TOTAL BUDGET</b>			\$676,190

<b>Organization:</b>	Arbor E&T, LLC dba ResCare Workforce Services		
<b>One-Stop Location:</b>	Santa Maria		
<b>Contract Year:</b>	July 1, 2021 - June 30, 2022		
<b>I. OPERATING COSTS</b>			
<b>A. WAGES AND FRINGES</b>	<b>Salary</b>	<b>% Allocated to Contract</b>	<b>Total Cost to Contract</b>
<b>Position Title</b>			
<b>Project Director</b>	\$124,972	59%	\$73,625
<b>Project Accountant</b>	\$89,494	29%	\$26,362
<b>Supervisor (SM)</b>	\$66,482	100%	\$66,482
<b>Talent Development Specialist SM</b>	\$51,140	100%	\$51,140
<b>Talent Development Specialist SM</b>	\$51,140	100%	\$51,140
<b>Talent Engagement Specialist SM</b>	\$51,140	100%	\$51,140
			\$0
<b>Subtotal Wages &amp; Fringes</b>			\$319,887
<b>B. OTHER OPERATING</b>			
Advertising			\$1,414
Audit			\$704
Copying/Printing			\$0
Dues/Membership			\$236
Equipment Lease/Purchase/Maintenance			\$0
Insurance			\$2,218
Legal Fees			\$0
Meeting Room Rental			\$0
Misc. (License, Tax, Other Fees)			\$3,181
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Staff Development			\$353
Staff Travel			\$3,172
Supplies (Not Testing)			\$3,535
Telephone			\$1,591
Computer/Technology			\$0
Other - Employee Background Checks			\$65
Other - Lease			\$0
Other - Networking			\$9,360
<b>Subtotal Other Operating</b>			\$26,359
<b>Subtotal Operating</b>			\$346,246
<b>C. DIRECT JOB SEEKER COSTS</b>			
<b>Training Total</b>			
Training			\$249,473
<b>Subtotal Training Paid with WIOA Funds</b>			\$249,473
Supportive Services			\$9,077
<b>Subtotal Supportive Services for Leverage</b>			\$9,077
<b>Subtotal Direct Job Seeker Costs</b>			\$258,550
<b>D. INDIRECT COSTS</b>			\$36,910
<b>E. PROFIT</b>			\$34,484
<b>TOTAL BUDGET</b>			\$676,190

**Line Item Budget and Narrative**  
**AJCC Operator/ ADWCS Provider – North COUNTY**

CONTRACT is subject to the Uniform Guidance and applicable provisions of the FAR, federal and state regulations and directives. Budget items are subject to review and approval.

I. Operating Costs:

- A. **WAGES AND FRINGE** – wages and benefits of CONTRACTOR staff providing direct services. Benefits include: Federal Insurance Contributions (FICA), Federal and State unemployment, medical (medical/dental/life insurance), workers’ compensation, and pension costs.

**Wages:** The table below details the wages and the percentage of each position allocated to this contract, including full time employee (FTE).

Job Title	Annual Wage	% Allocated to Contract	FTE Count	Total Wages
Project Director	\$85,000	59%	0.59	\$50,076
Project Accountant	\$70,000	29%	0.29	\$20,620
Supervisor	\$52,000	100%	1.00	\$52,000
Talent Development Specialist SM	\$40,000	100%	1.00	\$40,000
Talent Development Specialist SM	\$40,000	100%	1.00	\$40,000
Talent Engagement Specialist SM	\$40,000	100%	1.00	\$40,000
<i>Project Director Performance-Based Incentive</i>	\$12,750	59%		\$7,511
<b>Total</b>	<b>\$339,750</b>		<b>4.88 FTEs</b>	<b>\$250,207</b>

CONTRACTOR offers a performance-based incentive to its Project Directors worth up to 15% of total salary at 59% FTE, which is \$7,511 allocated to this Agreement per year. The incentive is based on a CONTRACTOR defined plan. To qualify for the performance-based incentive, Project Directors shall achieve contract benchmarks, CONTRACTOR quality standards (Quality Management Tool Score of 95%), and CONTRACTOR’s turnover of 36%.

**Fringe Benefits:** The following fringe benefits and taxes shall be budgeted on total cost. The cost of fringe benefits represents 25.35% of salary costs in FY 2019/2020 (\$63,299) and 27.89% in FY’s 2020/2021 and 2021/2022 (\$69,680). The increased cost in FY’s 2020/2021 and 2021/2022 relate directly to the anticipated increases in health insurance costs. This will accommodate any actual increase in hard costs of benefits and/or higher enrollment rates.

- i. FICA payroll taxes are calculated as 7.65% of total salaries (2019/2020 – \$19,141, 2020/2021 - \$19,141, 2021/2022 - \$19,141)
- ii. Federal unemployment is calculated as 0.84% of total salaries and equals \$2,072 for FY2019/2020, and \$2,089 for FY’s 2020/2021 and 2021/2022.
- iii. State unemployment is calculated as 1.85% of total salaries and equals \$4,528 for FY 2019/2020, and \$4,564 for FY’s 2020/2021 and 2021/2022.
- iv. Medical benefits/health insurance is calculated as 6.60% of total salaries and equals \$16,514. In FY’s 2020/2021 and 2021/2022, this is calculated as 9.13% of total salaries and equals \$22,848. This was determined based on CONTRACTOR’s current employer costs related to health insurance benefits including estimated enrollment rates. All full-time employees will have access to medical, dental, and vision insurance policies, should

ResCare for WDB One Stop Operator – North FY 2019/2022

they decide to enroll. Full-time employees become eligible for health benefits after the second month of employment with CONTRACTOR. However, incumbent staff hired by CONTRACTOR will be eligible for these benefits beginning on day one of the contract.

- v. Workers' Compensation is calculated as 7.41% of total salaries and equals 2019/2020 – \$18,540, 2020/2021 - \$18,540, 2021/2022 - \$18,540.
- vi. Pension benefits are calculated as 1.0% of total salaries and equals 2019/2020 – \$2,502, 2020/2021 - \$2,502, 2021/2022 - \$2,502

## B. OTHER OPERATING EXPENSES

The following costs represent program operations expenses. These costs are allocated between South COUNTY Agreement and North COUNTY Agreement (41.09% and 58.91%, respectively).

- i. Advertising: Advertising includes the expense associated with outreach to businesses and job seekers, job fairs, as well as marketing the services offered, and includes the design and printing of brochures, flyers, posters, and other materials. This is calculated as \$100 per month and equals \$1,200 per year and \$300 per quarter for job fairs totaling 2,400. The amount allocated to North COUNTY is \$1,414 per year. Disallowed costs are identified under 2 CFR Part 200.421 and include advertising cost for meetings/conventions and memorabilia. Promotional materials must:
  - a. not have logos promoting local WDBs, CONTRACTOR, etc.;
  - b. be for program use only, not as giveaways;
  - c. for number of enrolled participants;
  - d. be reasonable in amount.
- ii. Audit: CONTRACTOR is required to conduct an annual audit for schedule of federal expenditures and indirect cost review. The cost of the audit is calculated as 0.20% of revenue and equals \$719 for FY 2019/2020, and \$704 for FY's 2020/2021 and 2021/2022.
- iii. Copying/Printing: This is not included in proposed budget.
- iv. Dues/Memberships: Dues, subscriptions, and membership fees include fees associated with, but not limited to, chamber of commerce memberships, industry associations, and industry-specific literature and are calculated as approximately \$100 per quarter, which equals \$400 per year. The amount allocated to North County is \$236 per year.
- v. Equipment (Lease/Purchase/Maintenance): This is not included in proposed budget. Any equipment cost needs to be approved by COUNTY and Employment Development Department prior to purchase or lease. See WSD 16-16.
- vi. Facilities Rent/Maintenance: This is not included in budget.
- vii. Insurance: CONTRACTOR carries General and Professional Liability Insurance for each project. This North COUNTY's portion of the cost of insurance is calculated as \$6.75 per \$1,000 of revenue and equals \$2,270 for FY 2019/2020 and \$2,218 for FY's 2020/2021 and 2021/2022.
- viii. Legal Fees: This is not included in budget.
- ix. Meeting Room Rental: This is not included in budget.
- x. Miscellaneous (License, Tax, Other Fees):
  - a. Payroll: Employee payroll processing, performed by ADP, is calculated as \$10 per month per position for 10 total positions. This includes the cost of preparation and distribution of employee payroll. The amount allocated to North COUNTY equals \$707 per year.

- b. System Applications: Quick Base is a data management system used to improve daily operations, monitoring, and reporting. This is calculated at \$35 per user per month. The amount allocated to North COUNTY equals \$2,474 per year.
- xi. Postage: Postage and courier fees for communication with CONTRACTOR's corporate office and other mailing activities are calculated at \$75 per month. The amount allocated to North COUNTY is \$530 per year.
- xii. Publications: This is not included in budget.
- xiii. Staff Development: Additional staff education and seminars are budgeted at \$100 per position per year. The amount allocated to North COUNTY is \$353 per year. This may include, but is not limited to, costs associated with life coach certification, motivational interviewing training, onboarding training, and other professional development opportunities. Professional development trainings charged to this contract, must be approved by COUNTY.
- xiv. Staff Travel:
  - a. Travel to conferences and other trainings is allowable with prior approval from COUNTY. The conference and other training needs to be related to program in order to be claimed as a direct cost. Any general administration should be claimed as an indirect cost. See 2 CFR Part 200.413 (direct costs), 2 CFR Part 200.474, (travel costs), and 2 CFR Part 200.472 (training and education costs).
  - b. Out-of-State Travel: Prior approval from COUNTY is required for out-of-state travel. CONTRACTOR hosts annual Project Director Conferences for Project Directors throughout the year, along with other trainings opportunities. The One-Stop Operator will also attend the annual conferences, as appropriate. Costs include airfare, lodging, and meals. The amount allocated to North COUNTY equals \$1,532 per year.
  - c. Mileage: Travel mileage is allowable for the staff who needs to travel throughout the region to meet with participants, partners, and businesses. Mileage reimbursement must be at the approved federal rate for mileage reimbursement; for 2018 and 2019 is \$0.545 and \$0.58, respectively. Mileage rates are subject to change for each calendar year.
- xv. Supplies (Not Testing): Consumable office, computers, printers for staff and printer supplies include, but are not limited to, pens, folders, paper, toner, postage, etc. CONTRACTOR has a national purchasing agreement with Staples and receives discounted pricing for these supplies. CONTRACTOR will utilize this relationship to purchase all office supplies. ResCare estimated the cost to be \$500 per month. The amount allocated to North COUNTY equals \$3,535 per year. For computers and printers purchase for staff, we estimated \$2,150 per staff. The amount allocated to North COUNTY equals \$11,400 for the FY 2019/2020 only.
- xvi. Telephone/Communications: Budget includes the cost of six stipends at \$75 per month. The amount allocated to North COUNTY equals \$1,591 per year.
- xvii. Computer/Technology: This is not included in budget.
- xviii. Other – Employee Background Checks: CONTRACTOR employment is contingent upon the results of background checks and drug screens conducted before hire. As such, we have budgeted for twelve total checks in FY 2019/2020, and an additional 2 checks in FY's 2020/2021 and 2021/2022, at \$55 per check. This includes testing for initial hiring and accounts for turnover and failed testing. The amount allocated to North COUNTY equals \$389 in FY 2019/2020 and \$65 in FY's 2020/2021 and 2021/2022.
- xix. Other – Networking: The costs associated with installing and maintaining internet connections for the North and South COUNTY's sites. For North COUNTY, it is (\$780 x 12



= \$9,360 + \$1,500 = \$10,860) for FY 2019/2020 and \$9,360 for FY's 2020/2021 and 2021/2022.

**C. DIRECT JOB SEEKER**

Cost for direct jobseeker training including On-the-job Training, Individual Training Accounts, and supportive services (based on local policy). Supportive services such as assistance with transportation, child care, dependent care, housing, uniforms, safety gear, testing fees, tools, books, school supplies, and needs-related payments that are necessary to enable an individual to participate in WIOA funded activities. Supportive services will be paid for and covered under this Agreement, but will be counted as leverage to meet the minimum training expenditure requirement.

**D. INDIRECT COST**

Indirect costs represent those common costs associated with the efforts of CONTRACTOR overhead staff who support projects nationwide. Additionally, it covers administration, professional services, and other approved miscellaneous items. CONTRACTOR utilizes an independently audited indirect rate of 10.66% of subtotal direct cost. The allocated amount for North COUNTY equals \$37,646 in FY 2019/2020 and \$36,910 in each of FY's 2020/2021 and 2021/2022.

**E. PROFIT**

Profit is calculated at 9% multiplied by the sum of staff, fringe, operating costs and indirect. This equals \$35,172 in FY 2019/2020 and \$34,484 in each of FY's 2020/2021 and 2021/2022.

## TRAINING BUDGET DETAILS NARRATIVE

COUNTY may apply designated leveraged resources used for training and supportive services (up to 10 percent of the combined total of their adult and dislocated worker formula fund allocation) toward meeting the minimum participant training expenditure requirement. Leverage resources are defined as: “Federal and non-federal resources (cash contributions and in-kind contributions) used by the Sub recipient and/or Sub recipient Contractor for training services.”

Program Year	Total Annual Budget North COUNTY	WIOA Funds - Minimum Amount to be Spent on Training: North COUNTY	Leverage Resources Minimum amount to be spent (as referenced in EDD Directive WSD 14-1 and/or SB 734)*	Total Minimum Training Budget (WIOA Funds plus Leverage)
July 1, 2019 – June 30, 2020	\$684,445.72	\$249,472.29	\$90,841.71	\$340,314
July 1, 2020 – June 30, 2021	\$676,189.80	\$249,472.29	\$90,841.71	\$340,314
July 1, 2021 - June 30, 2022	\$676,189.80	\$249,472.29	\$90,841.71	\$340,314

For FY 2019/2020 the estimated amount to be carried forward from FY 2018/2019 will be up to \$131,282 for direct job seeker costs, in order to cover obligated participant training expenditures and \$3,500 for supportive services for participants continuing in the ADWCS past June 30, 2019.

Supportive services will be paid for and covered under this Agreement, but will be counted as leverage resource to meet the minimum training expenditure requirement.

## EXHIBIT C

### Indemnification and Insurance Requirements (For Professional Contracts)

#### 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, its 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.
4. **Professional Liability (Errors and Omissions) Insurance** appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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 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. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

11. **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 **Arbor E&T, LLC dba ResCare Workforce Services**, 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](http://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](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.

S. **Intellectual Property Rights:** COUNTY reserves nonexclusive and irrevocable rights to reproduce, publish or otherwise use, and to authorize others to use: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; ii) any rights of copyright to which the recipient, subrecipient or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials); and iii) all lists developed under the grant, including list of training provider used under this Agreement, list of participating employer/worksites, and list of participating system partners/providers. Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307.

If applicable, the following needs to be on all products developed in whole or in part with grant funds: ***"WIOA Title 1 financial assisted program or activity is an equal opportunity employer/program.***

***Auxiliary aids and services available upon request to individuals with disabilities.”***

**T. Federal Award Identification Information (Applicable to Subaward)**

i. Subrecipient Name (which must match the registered name in DUNS)		Arbor E&T, LLC
ii. Subrecipient DUNS number		829285894
iii. Federal Award Identification Number (FAIN)		Adult: 17.528; Dislocated: 17.278
iv. Federal Award Date		08/21/18
v. Subaward Period of Performance	Start Date	07/01/19
	End Date	06/30/22
vi. Amount of Federal Funds Obligated by this action		\$ 3,551,458.00
vii. Total Amt of Federal Funds Obligated to subrecipient		\$ 3,551,458.00
viii. Total Amount of the Federal Award		
ix. Federal award project description*		AJCC Operators, and Adult and Dislocated Worker Career Services Provider.
x. Name of Federal awarding agency,		Department of Labor
Pass through entity,		EDD/WDB
And contact information for awarding official		
xi. CFDA	Number	17.258 (Adult) & 17.278 (DW)
	Name	WIOA Adult and WIOA Dislocated Worker
xii. Is the award research and development?		No
xiii. Indirect cost rate for the Federal award (including if the de minimus rate is charged per §200.414 Indirect (F&A) costs.		10.66%

**Attachment 1  
WIOA Monthly Invoice and Detail Report**

**COUNTY OF SANTA BARBARA  
Department of Social Services - Fiscal Division  
WIOA MONTHLY INVOICE: ADULT/DISLOCATED WORKERS PROGRAM**

<b>Contractor:</b> RESCARE	County: <u>                    </u> Invoice # <u>                    </u>
<b>Billing Address:</b>	Invoice Date: <u>                    </u>
<b>Contract Term (from/to):</b>	Invoice Period: <u>                    </u>
	Contract Number: <u>                    </u>

WIOA Program						
Adult	Wages and Fringes	Other Operating	Direct Job Seeker Costs	Indirect Costs	Profit	Total
Basic Career Services	-	-				-
Individualized Career Services	-	-				-
Career Services Follow-Up	-	-				-
Direct Training (ITA/OJT)			-			-
Other (Supportive Services, Misc)	-	-				-
<b>Total Adult Program</b>	-	-	-	-	-	-

Dislocated Worker						
Dislocated Worker	Wages and Fringes	Other Operating	Direct Job Seeker Costs	Indirect Costs	Profit	Total
Basic Career Services	-	-				-
Individualized Career Services	-	-				-
Career Services Follow-Up	-	-				-
Direct Training (ITA/OJT)			-			-
Other (Supportive Services, Misc)	-	-				-
<b>Total Dislocated Worker</b>	-	-	-	-	-	-
<b>Total Invoice Amount</b>	-	-	-	-	-	-

RESCARE of hereby attest that, to the best of our knowledge, we have fully complied with the terms and conditions in said contract plus appropriate federal and state regulations, the expenditures submitted herein comply with 48 CFR Subpart 31.2 "Cost Principles for For-Profits", we have documentation showing proper approval to expend, and, when applicable, we have obtained valid program participant acknowledgement of goods/services received.	<b>DSS USE ONLY</b>	
	Date invoice received	Date invoice received
	Proper documentation attached	Proper documentation attached
	Invoice line items tie to docs attached	Invoice line items tie to docs attached
	Costs are allowable per WIOA, Uniform Guidance, Contracts	Costs are allowable per WIOA, Uniform Guidance, Contracts
Prepared by	Date	Adjustments to invoice:
Authorized by	Date	
Questions? Please contact:		
		Adjusted Total - If applicable
		\$OK TO PAY

WIOA Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

Operating Costs for ADULT Program

RESCARE

County:

Period:

		Basic Career Services	Individualized Career Services	Career Services Follow-Up	Direct Training	Other	Total
<b>A. Wages and Fringes</b>							
	<b>Position Title</b>						
	One-Stop Operator						-
	Project Director						-
	Project Accountant						-
	Supervisor						-
	Talent Engagement Specialist						-
	Business Services Specialist						-
	Account Specialist						-
							-
							-
							-
							-
	<b>Subtotal Wages &amp; Fringes</b>	-	-	-	-	-	-
<b>B. OTHER OPERATING</b>							
	Advertising						-
	Audit						-
	Copying/Printing						-
	Dues/Membership						-
	Equipment Lease/Purchase/Maintenance						-
	Insurance						-
	Legal Fees						-
	Meeting Room Rent						-
	Misc (License, Tax, Other Fees)						-
	Postage						-
	Publications						-
	Staff Development						-
	Staff Travel						-
	Supplies (Not Testing)						-
	Telephone/Communication						-
	Other (specify)						-
	<b>Subtotal Operating Costs</b>	-	-	-	-	-	-
<b>C (1) TRAINING</b>							
	ITA/OJT Training						-
							-
	Incumbent Worker Training						-
	Transitional Jobs						-
	Other Training						-
	<b>Subtotal Training Costs</b>				-		-
<b>C (2) OTHER JOB SEEKER COSTS</b>							
	Supportive Services						-
	Other (specify in narrative)						-
	<b>Subtotal Other Job Seeker Costs</b>					-	-
<b>D. Indirect Costs</b>							
							-
<b>E. Profit</b>							
							-
<b>Total Adult Expenditures</b>		-	-	-	-	-	-

**Legend**

	Enter Data for Invoice
	Leverage Resource Amount
	Lock Cell
	Formula Cell
	Subtotal
	Total



## Attachment 2 Key Terms and Definitions

This Attachment contains definitions to terms used in the Agreement.

1. **Basic Skills Deficient:**
  - A. Lacks a high school diploma or high school equivalency and is not enrolled in post-secondary education.
  - B. Enrolled in Adult Education/Literacy Program.
  - C. English, reading, writing, or computing skills at an 8.9 or below grade level.
  - D. Determined to be Limited English Skills proficient through staff-documented observations.
  - E. Other objective criteria determined to be appropriate by the COUNTY and documented in its required policy.
  
2. **CalJOBS:** The CalJOBS SM system is California's online resource to help job seekers and employers navigate the State's workforce services.
  
3. **Career Services:** There are three types of Career Services: Basic Career Services, Individualized Career Services; and Follow-up Services:
  - A. Basic Career Services: Basic Career Services must be made available to all individuals seeking employment and training services in at least one comprehensive American Job Center of California per local area. Generally, these services involve less staff time and involvement. These services may be provided by both the Adult and Dislocated Worker programs, as well as by the employment Service. Basic Career Services must be made available and, at a minimum, must include the following services:
    - i. Determinations of whether the participant is eligible to receive assistance from the adult, dislocated worker, or youth programs.
    - ii. Outreach, intake, and orientation to information and other services available through the local workforce system.
    - iii. Initial assessment of skills levels, including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and support service needs;
    - iv. Labor exchange services which shall include:
      1. Job search service, placement assistance, and when needed by the participant, career counseling, including the provision of information on nontraditional employment and in-demand industry sectors and occupations; and
      2. Appropriate recruitment and other business services on behalf of employers, including information and referrals to specialized business services not traditionally offered through the local workforce system;
    - v. Provide referrals to and coordination of activities with other programs and services, including programs and services within the local workforce system and, when appropriate, other workforce development programs.
    - vi. Provide workforce and labor market employment statistics information, including information relating to local, regional, and national labor market areas.
    - vii. Provide performance information and program cost information on eligible providers of training services by program and provider type.



- viii. Provide information, in usable and understandable formats and languages, relating to the availability of support services or assistance, and appropriate referrals to those services and assistance.

B. Individualized Career Services: Individualized Career Services must be made available if determined to be appropriate in order for an individual to obtain or retain employment. Individualized Career Services include the following:

- i. Comprehensive and specialized assessments of the skills levels and service needs of adults and dislocated workers. WIOA contains a clause that allows the use of Previous Assessments from another education or training program. The Previous Assessments must be determined to be appropriate by COUNTY and must have been completed within the previous six months.
- ii. Development of an individual employment plan to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including the list of, and information regarding eligible training providers.
- iii. Group career counseling.
- iv. Individual career counseling.
- v. Career planning.
- vi. Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct services to prepare individuals for unsubsidized employment or training.
- vii. Job readiness training which teach skills needed to be successful in the workplace. Training should provide participants with specific occupational competencies needed to perform specific work tasks on the job. For example, job readiness training courses could teach customers skills such as how to communicate in an office environment, how to function as part of a team, or how to work in a deadline driven workplace. In each of these instances, the focus of the training would be on competencies needed to succeed during the workday while on the job (rather than the skills needed to find and apply for a job).
- viii. Internships and work experience that are linked to careers.
- ix. Workforce preparation activities.
- x. Financial literacy services as defined in WIOA Section 129(b)(2)(D).
- xi. English language acquisition and integrated education and training programs.

C. Follow-up Services: Contact with participants after exit from program to improve individual outcomes and program performance. Participants shall be contacted at least three times per quarter for one year after exit from program.

4. **Cooperative Education**: Combines workplace training with related instruction, which may include Cooperative Education programs. Cooperative Education programs are to:

- A. Provide educational and work experiences which are directly related to curricula and the participant's career goals.
- B. Develop participant's understanding of employment demands, responsibilities, and opportunities.
- C. Provide career experience with an opportunity for continuing formal education.
- D. Provide an opportunity for the participant to apply principles and techniques learned on campus

in real life problem-solving situations and to gain a better understanding of the decision-making and implementation process.

5. **Entrepreneurial Training:** Entrepreneurial skills training provides the basics of starting and operating a small business. Such training must develop the skills associated with entrepreneurship and include, but are not limited to, the ability to:
  - A. Take initiative;
  - B. Creatively seek out and identify business opportunities;
  - C. Develop budgets and forecast resource needs;
  - D. Understand various options for acquiring capital and the trade-offs associated with each option; and
  - E. Communicate effectively and market oneself and one's ideas.
  
6. **Incumbent Worker Training:** Incumbent Worker Training (IWT) under WIOA provides both workers and employers with the opportunity to build and maintain a quality workforce and increase both participants' and companies' competitiveness. It is a type of work-based training and up-skilling designed to ensure that employees of a company can acquire the skills necessary to retain employment and advance within the company, or to acquire the skills necessary to avert a layoff. IWT is responsive to the special requirements of an employer or a group of employers in partnership with other entities for the purposes of delivering training to:
  - A. Help avert potential layoffs of employees; or
  - B. Increase the skill levels of employees so they can be promoted within the company and create backfill opportunities for the employers.
  
7. **Local Self Sufficiency Standards:** Employment that pays at least 100 percent of the Lower Living Standard Income Level (LLSIL) established for a Local Area.
  
8. **Low-Income Individual:** An individual who:
  - A. receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received, assistance through the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008 (7 U.S.C. 2011 et seq.), the program of block grants to States for temporary assistance for needy families program under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), or the supplemental security income program established under title XVI of the Social Security Act (42 U.S.C. 1381 et seq.), or State or local income-based public assistance;
  - B. is in a family with total family income that does not exceed the higher of:
    - i. the poverty line; or
    - ii. 70 percent of the lower living standard income level;
  - C. is a homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6))), or a homeless child or youth (as defined under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)));
  - D. receives or is eligible to receive a free or reduced price lunch under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.);
  - E. is a foster child on behalf of whom State or local government payments are made; or
  - F. is an individual with a disability whose own income meets the low-income requirement, but who is a member of a family whose income does not meet this requirement.
  
9. **Memorandums of Understanding Phase I and Phase II:** In accordance with WIOA and EDD Directive WSDD-131, the WDB, with the Agreement of the COUNTY, has entered into a MOU with each of the system partners listed above. The MOU includes:

- A. The specific services that will be provided through the workforce system, including the manner in which the services will be coordinated and delivered.
- B. Methods of referral between the system partners.
- C. Cost sharing agreement.
- D. Methods to ensure the needs of system customers will be met, including workers, youth, individuals with barriers to employment, and individuals with disabilities.

10. **Occupational Skills Training:** Organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate, or advanced levels.

Occupational Skills Training shall:

- A. Be outcome-oriented and focused on an occupational goal specified in the individual service strategy for the youth;
- B. Be of sufficient duration to impart the skills needed to meet the occupational goal; and
- C. Lead to the attainment of a recognized postsecondary credential.

11. **On-the-job Training:** Training by an employer that is provided to a paid participant while engaged in productive work in a job that:

- A. Provides knowledge or skills essential to the full and adequate performance of the occupation;
- B. Provides reimbursement to the employer for the costs of providing the training and additional supervision related to the training; and
- C. Is limited in duration.

12. **Performance Measures:**

- A. **Employment, Education, or Training:** The percentage of participants who are in education or training activities, or in unsubsidized employment, during the second quarter after exit from the program.
- B. **Retention:** The percentage of program participants who are in education or training activities, or in unsubsidized employment, during the fourth quarter after exit from the program.
- C. **Earnings:** The median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program.
- D. **Degree or Certificate Attainment:** The percentage of program participants who obtain a recognized postsecondary credential or a secondary school diploma or its recognized equivalent during participation in or within one year after exit from the program.
- E. **In Program Skills Gain:** The percentage of program participants who, during the Fiscal Year are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains toward such a credential or employment.
- F. **Business Services.** Performance indicator(s) shall be established to measure the effectiveness of the program in serving employers.

- 13. **Previous Assessments:** WIOA allows the use of Previous Assessments for determining appropriate career and training services for participants.
- 14. **Priority Groups:** Veterans and spouses who are recipients of public assistance, other Low-Income Individuals, or individuals who are basic skills deficient.
- 15. **Rapid Response Services:** Rapid Response encompasses the strategies and activities necessary to plan for and respond as quickly as possible following an announcement or notification of a permanent closure or mass layoff, a mass job dislocation resulting from a natural or other disaster, or the filing of a Trade Adjustment Assistance (TAA) petition. Rapid Response delivers services to enable dislocated workers to transition to new employment as quickly as possible.

16. **Santa Barbara County Regions (North/South):**

The chart below illustrates the cities within each part of the region within Santa Barbara County. For the purpose of the Agreement, the COUNTY is divided into North and South.

	<b>North</b>	<b>South</b>
Casmalia, Guadalupe, Orcutt, Santa Maria	Buellton, Cuyama, Lompoc, Los Alamos, Mission Hills, Santa Ynez, Solvang, Vandenberg, Vandenberg Village	Carpinteria, Goleta, Isla Vista, Mission Canyon, Montecito, Santa Barbara, Summerland, Toro Canyon

- 17. **Skill Upgrading and Retraining:** Training to update the skills of employees in order to meet the needs of changing technology.
- 18. **The Nondiscrimination and Equal Opportunity:** provisions found in Section 188 of WIOA and 29 CFR Part 38 prohibit discrimination on the basis of race; color; religion; sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity); national origin (including Limited English Proficiency (LEP)); age; disability; political affiliation or belief; or, for beneficiaries, applicants, and participants only, on the basis of citizenship status or participation in a WIOA Title I-financially assisted program or activity.
- 19. **Transitional jobs:** Transitional Jobs are a type of work-experience local WDBs may provide under WIOA and are considered an Individualized Career Service. Transitional Jobs are time-limited and wage-paid work experiences that are subsidized up to 100 percent. These jobs are in the public, private, or nonprofit sectors and are only available for individuals with barriers to employment who are chronically unemployed or have an inconsistent work history. This service must be combined with career and supportive services, and the jobs must be designed to establish a work history for the participant, demonstrate success in the workplace, and develop skills that lead to entry into unsubsidized employment.