

**THIRD AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR**

**Summer Training and Employment Program for Students (STEPS)**

**Santa Barbara County**  
Department of Social Services

***Third Amendment***

This is a *Third Amendment* (*Third Amendment to the Agreement*) to the Agreement for Services of Independent Contractor, by and between the **County of Santa Barbara** (COUNTY) and **Goodwill Industries of Ventura and Santa Barbara Counties** (CONTRACTOR).

**WHEREAS**, on July 14, 2020, COUNTY approved the Agreement for Services with Independent Contractor, number BC#20-073, (Agreement) with CONTRACTOR for the provision of STEPS;

**WHEREAS**, on March 12, 2021, the COUNTY approved the First Amendment to the Agreement with CONTRACTOR, number BC#20-073, to amend the term of the existing Agreement from July 14, 2020 through June 30, 2021;

**WHEREAS**, on June 22, 2021, the COUNTY approved the Second Amendment to the Agreement with CONTRACTOR, number BC#20-073, to amend the term of the existing Agreement from July 1, 2021 through June 30, 2022;

**WHEREAS**, the current term of the Agreement commenced on July 1, 2021, and is set to expire on June 30, 2022 unless otherwise directed by COUNTY or unless earlier terminated; and

**WHEREAS**, the parties now desire to amend the Agreement to increase the total contract amount and extend the term through June 30, 2023 (Second Extension Period).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows.

**The Agreement is amended as follows:**

1. Section 1, **DESIGNATED REPRESENTATIVE**, of the Agreement is amended in its entirety:

*Luis Servin, Workforce Development Board Program Manager* at phone number (805) 896-6835 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. *Laura Kistner* at phone number (805) 981-0130 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. Section 2, **NOTICES**, of the Agreement is amended in its entirety:

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 facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: *Luis Servin, Program Manager, Workforce Development Board*  
*130 E. Ortega Street, Santa Barbara, CA 93101*  
*FAX: (805) 681-4674*  
[lservin@countyofsb.org](mailto:lservin@countyofsb.org)

Linda Hillman, Deputy Director, Workforce Development Board  
234 Camino del Remedio, Santa Barbara, CA 93110  
FAX: (805) 681-4674  
[lhillm@countyofsb.org](mailto:lhillm@countyofsb.org)

To CONTRACTOR: Laura Kistner, Sr. Director of Mission Services  
Goodwill Industries of Ventura and Santa Barbara Counties,  
130 Lombard Street, Oxnard, CA 93030  
[lkistner@goodwillvsb.org](mailto:lkistner@goodwillvsb.org)

3. Section 4, **TERM**, of the Agreement is amended in its entirety:

*CONTRACTOR shall commence performance on July 14, 2020 and end performance upon completion, but no later than June 30, 2021 unless otherwise directed by COUNTY or unless earlier terminated. For the First Extension period, CONTRACTOR shall commence performance on July 1, 2021 and end performance upon completion, but no later than June 30, 2021 unless otherwise directed by COUNTY or unless earlier terminated. For the Second Extension Period, CONTRACTOR shall commence performance on July 1, 2022 and end performance upon completion, but no later than June 30, 2023 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) year renewals as funding allows.*

4. Section A.10.ii of III. **Duties and Responsibilities** of EXHIBIT A is amended in its entirety:

- ii. In the event STEPS Grant Funds are not available, CONTRACTOR shall be responsible for compensating COUNTY for payments made to Participants for the costs of waiting time penalties per Labor Code section 203 by using the contingency funds listed on EXHIBIT B-1, B-2, and B-3.

5. Section A.11 of III. **Duties and Responsibilities** of EXHIBIT A is amended in its entirety:

- 11. For the period of July 14, 2020 through June 30, 2021, CONTRACTOR, in coordination with WORK SITES, shall ensure that Participants who are under the age of 18 do not exceed 8 hours per day or 40 Work Experience hours per week. If a Participant exceeds 8 hours per day or 40 hours per week, FOUNDATION will bill against COUNTY's 2020 STEPS Grant Funds, retained by FOUNDATION. CONTRACTOR will ensure that no Participant exceeds 200 Work Experience hours unless CONTRACTOR has received written consent from FOUNDATION permitting the Participant to exceed 200 hours of Work Experience. This number cannot exceed 1000 hours per Participant per fiscal (July- June) year, unless classified as a Student Assistant with CONTRACTOR and FOUNDATION approval.

*For the period of July 1, 2021 through June 30, 2022, CONTRACTOR, in coordination with WORK SITES, shall ensure that Participants who are under the age of 18 do not exceed 8 hours per day or 40 Work Experience hours per week. If a Participant exceeds 8 hours per day or 40 hours per week, FOUNDATION will bill against COUNTY's STEPS Grant Funds, retained by FOUNDATION. CONTRACTOR will ensure participants have at least 185.71 of work experience hours. No Participant shall exceed 200 Work Experience hours unless CONTRACTOR has received written consent from FOUNDATION permitting the Participant to exceed 200 hours of Work Experience. This number cannot exceed 1000 hours per Participant per fiscal (July- June) year, unless classified as a Student Assistant with CONTRACTOR and FOUNDATION approval.*

*For the period of July 1, 2022 through June 30, 2023, CONTRACTOR, in coordination with WORK SITES, shall ensure that Participants who are under the age of 18 do not exceed 8 hours per day or 40 Work Experience hours per week. If a Participant exceeds 8 hours per day or 40 hours per week, FOUNDATION will bill against COUNTY's STEPS Grant Funds, retained by FOUNDATION. CONTRACTOR will ensure participants have at least 176 of work experience hours. No Participant shall exceed 176 Work Experience hours unless CONTRACTOR has received written consent from COUNTY permitting the Participant to exceed 176 hours of Work*

Experience. This number cannot exceed 1000 hours per Participant per fiscal (July- June) year, unless classified as a Student Assistant with COUNTY and FOUNDATION approval.

- i. In the event STEPS Grant Funds are not available, CONTRACTOR shall be responsible for compensating COUNTY for payments made to Participants by using the contingency funds listed in EXHIBIT B-1, B-2 and B-3.

6. Section A. of VI. **Duties and Responsibilities** of EXHIBIT A is amended in its entirety:

A. CONTRACTOR shall meet the following STEPS performance measures:

1. For the period of July 14, 2020 through June 30, 2022:
  - i. Serve 100 Participants.
  - ii. Ensure all 100 participants receive Job Preparation Training
  - iii. Recruit 75 local businesses for WORK SITES.
  - iv. Provide 100 Participants with 200 hours of full or part time Work Experience paid at no less than \$13.00 per hour.
  - v. Co-enroll 20 Participants in the WIOA Title I Programs.
2. For the period of July 1, 2022 through June 30, 2023:
  - i. Serve 100 Participants.
  - ii. Ensure all 100 participants receive Job Preparation Training.
  - iii. Provide 100 Participants with paid Work Experience.
  - iv. Co-enroll 20 Participants in the WIOA Title I Programs.

7. Section A of **EXHIBIT B** of the Agreement is amended to state in its entirety:

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **89,951** for the period of July 14, 2020 through June 30, 2021, not to exceed **\$89,951** for the period of July 1, 2021 through June 30, 2022, *and not to exceed \$84,951 for the period of July 1, 2022 through June 30, 2023.*

8. Section B of **EXHIBIT B** is amended to state in its entirety:

- B. CONTRACTOR will be responsible for costs (listed in EXHIBIT B-1, B-2 and B-3) as well as overtime and waiting time late fee costs not covered by STEPS Grant Funds. If Participants incur costs that exceed the contract value as a result of standard payroll, wages/taxes, overtime and waiting time late fee costs, CONTRACTOR shall be responsible for those costs. These costs include any cost the FOUNDATION is obligated to pay Participants under state, local, or federal law.

9. Section E of **EXHIBIT B** is amended to state in its entirety:

- 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. Invoices shall be submitted based upon the costs, expenses, overhead charges, timesheets, hourly rates, and

task description log for personnel, as defined in EXHIBIT B-1, *B-2 and B-3* (Line Item Budget and Narrative). Invoices submitted for payment that are based upon EXHIBIT B-1, *B-2 and B-3* must contain sufficient detail to enable an audit of the charges and provide supporting documentation.

10. Section K of **EXHIBIT B** is amended to state in its entirety:

K. Line Item Budget Additions: CONTRACTOR shall obtain the expressed written consent from the DESIGNATED REPRESENTATIVE for any additions to the line item categories and/or associated costs set forth in the Line Item Budget detailed in EXHIBIT B-1, *B-2 and B-3*. Requests shall be considered only if funding is available and transferable from other line items per Section H. In no event shall the overall budget amount be exceeded without a formal written amendment to the Agreement.

11. Add **EXHIBIT B-3**, Line Item Budget and Budget Narrative, for Fiscal Year 2022-2023 as attached.

12. **EXHIBIT C** is amended as attached.

13. **EXHIBIT D** is amended as attached.

In all other respects, the Agreement remains unchanged and in full effect.

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Third Amendment to the Agreement between the **County of Santa Barbara** and **Goodwill Industries of Ventura and Santa Barbara Counties**.

**IN WITNESS WHEREOF**, the parties have executed this Third Amendment to the 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: \_\_\_\_\_  
Joan Hartmann, Chair  
Board of Supervisors

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

**RECOMMENDED FOR APPROVAL:**

Department of Social Services

By: \_\_\_\_\_  
Department Head

**CONTRACTOR:**

Goodwill Industries of Ventura and Santa Barbara Counties

By: \_\_\_\_\_  
Authorized Representative

Name: Laura Kistner  
Senior Director of Mission

Title: Services

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

Greg Milligan, ARM  
Risk Management

By: \_\_\_\_\_  
Risk Management

**EXHIBIT B-3**

**Line Item Budget and Narrative**

**STEPS 2022**

|                      |   |
|----------------------|---|
| <b>Organization:</b> | Goodwill Industries of Ventura and Santa Barbara Counties |
|                      |   |

| <b>I. OPERATING COSTS</b>                     |                          |                                |                               |
|---|--------------------------|--------------------------------|-------------------------------|
| <b>A. WAGES AND FRINGES</b>                   | <b>Salary and fringe</b> | <b>% Allocated to Contract</b> | <b>Total Cost to Contract</b> |
| <b>Position Title</b>                         |                          |                                |                               |
| Employment Services Coordinator Santa Maria   | \$47,455.00              | 77%                            | \$36,479.00                   |
| Employment Services Coordinator Lompoc        | \$48,672.00              | 41%                            | \$20,280.00                   |
| Employment Services Coordinator Santa Barbara | \$48,672.00              | 41%                            | \$20,280.00                   |
| Admin/Billing                                 | \$58,240.00              | 3%                             | \$2,912.00                    |
|   |                          |                                |                               |
| <b>Subtotal Wages &amp; Fringes</b>           |                          |                                | \$ 79,951.00                  |
|   |                          |                                |                               |
| <b>B. OTHER OPERATING</b>                     |                          |                                |                               |
| <b>Subtotal Other Operating</b>               |                          |                                | \$0.00                        |
| <b>Subtotal Operating</b>                     |                          |                                | \$79,951                      |
| <b>C. DIRECT JOB SEEKER COSTS</b>             |                          |                                |                               |
| <b>Work Experience</b>                        |                          |                                | \$0.00                        |
| <i>Training</i>                               |                          |                                | \$0.00                        |
| Supportive Services                           |                          |                                | \$0.00                        |
| Other (Specify in narrative)                  | stipends @ \$50ea.       |                                | \$5,000.00                    |
| <b>Subtotal Direct Job Seeker Costs</b>       |                          |                                | \$5,000.00                    |
| <b>D. INDIRECT COSTS</b>                      |                          |                                | \$ -                          |
| <b>E. PROFIT</b>                              |                          |                                | \$ -                          |
| <b>TOTAL BUDGET</b>                           |                          |                                | \$84,951.00                   |

## Line Item Budget and Narrative

### 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), and workers' compensation.

### B. OTHER OPERATING EXPENSES

The following costs represent program operations expenses.

- i. Advertising: This is not included in proposed budget.
- ii. Audit: This is not included in proposed budget.
- iii. Copying/Printing: This is not included in proposed budget.
- iv. Dues/Memberships: This is not included in proposed budget.
- v. Equipment (Lease/Purchase/Maintenance): This is not included in proposed budget.
- vi. Facilities Rent/Maintenance: This is not included in budget.
- vii. Insurance: This is not included in proposed budget.
- viii. Legal Fees: This is not included in proposed budget.
- ix. Meeting Room Rental: This is not included in proposed budget.
- x. Miscellaneous (License, Tax, Other Fees): This is not included in proposed budget.
- xi. Postage: This is not included in proposed budget.
- xii. Publications: This is not included in budget.
- xiii. Staff Development: This is not included in budget.
- xiv. Staff Travel: This is not included in budget.
- xv. Supplies (Not Testing): This is not included in budget.
- xvi. Telephone/Communications: This is not included in budget.
- xvii. Computer/Technology: This is not included in budget.
- xviii. Other – Employee Background Checks, onboarding requirements and other expenses - not included in budget.
- xix. Other – Networking: This is not included in proposed budget.

### C. DIRECT JOB SEEKER

- i. Work Experience: cost not included in budget.
- ii. Training: Cost not included in budget.
- iii. Supportive Services: cost not included in budget.
- iv. Other: Stipends. Cost for Participant stipends provided for participating in the Job Preparation Training at \$50 per Participant.

### D. INDIRECT COST

Not included in budget.

### E. PROFIT

Not included in budget.

1. CONTRACTOR shall establish a contingency fund in the amount of \$32,889:

- a. Contingency funds shall be used to fund any payments to COUNTY for the following circumstances:
  - i. Payment of standard payroll and wages/taxes if STEPS Grant Fund is unavailable or has been expended.
  - ii. Waiting time penalties if CONTRACTOR fails to notify FOUNDATION and WDB four (4) days in advance of the request to terminate Participant.
  - iii. Payment of overtime if Participant exceeds 8 hours per day or 40 hours per week.



## EXHIBIT C

### Indemnification and Insurance Requirements (For contracts involving the care/supervision of children, seniors or vulnerable persons)

#### 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:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance 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. ***(Not required if CONTRACTOR provides written verification that it has no employees)***
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Sexual Misconduct Liability:** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or 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 ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, 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 Goodwill Industries of Ventura and Santa Barbara Counties, which is hereinafter referred to as "CONTRACTOR".

#### 1. COMPLIANCE

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

- A. The provisions of the 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:** Agreements must not be issued for any entity listed on the Excluded Parties List System in the System for Award Management (SAM). When the CONTRACTOR is unable to certify the following to any of the statements in this certification, CONTRACTOR shall attach an explanation to this agreement. 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 Agreement. 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:** Contractors bidding over \$100,000 must comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). 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. 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 race; color; religion; sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity); national origin (including limited English proficiency); age; disability; political affiliation or belief; or against any beneficiary of, applicant to, or participant in, programs financially assisted under Title I of the WIOA, on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity. All complaints alleging discrimination must be filed and processed according to the procedure in the applicable DOL nondiscrimination regulations. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

- iv. 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 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 subrecipients 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. **Contamination and Pollution Including, But Not Limited to, 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. CONTRACTOR, solely at its own cost and expense, will provide clean-up of any premises, property or natural resources contaminated or polluted due to CONTRACTOR'S activities. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities of the CONTRACTOR will be borne entirely by the CONTRACTOR.
- S. **Clean Air and Water Acts** For all Agreements between COUNTY and CONTRACTOR in excess of \$150,000, CONTRACTOR shall comply with Section 306 of the Clean Air Act (42 USC § 7606), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and United States Environmental Protection Agency regulations (Title 2 of CFR).
- T. **Solid Waste Disposal Act.** For all Agreements between COUNTY and CONTRACTOR in which an item or items in excess of \$10,000 are procured, CONTRACTOR shall comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962) and 40 CFR part 247.

- U. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** CONTRACTOR shall comply with Section 2 CFR Part 200.216. CONTRACTOR shall be prohibited from obligating or expending loan or grant funds to: procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  
- V. **Domestic Preferences for Procurements.** CONTRACTOR shall comply with Section 2 CFR Part 200.322. CONTRACTOR should, as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes here, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### 3. WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) PROGRAMS

Note: In addition to the above provisions, all Contractors receiving WIOA funds are required to comply with the following additional provisions:

#### A. Compliance

In its performance under the Agreement, CONTRACTOR will comply with the requirements of:

1. The WIOA, Public Law 105-220), all federal regulations and Governors' policies and procedures issued pursuant to WIOA, and any new legislation, regulation, policy and procedures which may replace or amend the WIOA.
  
2. The items and conditions of the Agreement between the State and COUNTY for WIOA funds for the applicable fiscal year in which WIOA funds are provided by COUNTY to CONTRACTOR, and all applicable Federal, State, COUNTY and WIOA Regulations, COUNTY Agreement Directives and Policies.
  
3. CONTRACTOR represents and warrants that it is familiar with all laws, regulations, COUNTY rules and COUNTY policies and procedures affecting its requirements under the performance of the Agreement. Measured performance below goals and standards and/or non-compliance with applicable rules and regulations will constitute non-compliance with the terms of the Agreement.

#### B. Charging of Costs

CONTRACTOR will comply with 29 CFR Part 97, and as they may be amended from time to time, as they relate to charging direct and indirect costs.

#### C. Allowable Costs

A cost must meet the following criteria in order to be an allowable WIOA charge:

1. Be necessary and reasonable for the performance of the Agreement.
2. Be allocable to the Agreement
3. Conform to any limitations or exclusions set forth in the Agreement.

4. Be consistent with policies and procedures that apply uniformly to both federally financed and other activities of the non-federal entity.
5. Be accorded consistent treatment.
6. Be determined in accordance with generally accepted accounting principles.
7. Not to be used to meet cost sharing or matching requirements of any other federally-financed program (without prior approval from the COUNTY).
8. Be adequately documented.

**D. Maintenance of Effort/Union Concurrence**

No currently employed worker will be displaced by any participant (including partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits.) No program will impair existing Agreements for services or collective bargaining agreements, except that no program under this Act which would be inconsistent with the terms of a collective bargaining agreement, will be undertaken without the written concurrence of the labor organization and employer concerned. No participant will be employed or job opening filled: (1) When any other individual is on layoff from the same or any substantially equivalent job; or (2) When the employer has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this Act. No jobs will be created in a promotional line that will infringe in anyway upon the promotional opportunities of currently employed individuals. (WIOA Reg. 667.270)

**E. Prevailing Wage**

Individuals employed in activities under Title I of WIOA must be compensated at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience and skills. Such rates must be in accordance with applicable law, but may not be less than the higher of the rate specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)) or the applicable State or local minimum wage law. (WIOA Reg. 667.272)

**F. Minimum Wage**

Individuals employed in activities authorized under WIOA will be paid wages which will not be less than the highest of (a) the minimum wage under Section 6(a)(1) of the Fair Labor Standards Act of 1938 (b) the minimum wage under the applicable State or local minimum wage law, (c) the prevailing rates of pay for individuals employed in similar occupations by the same employer, or (d) minimum wage as determined by the COUNTY Demand Occupation List. (WIOA Reg. 667.272)

**G. Benefits and Working Conditions**

All trainees employed in subsidized jobs in a training capacity (i.e., On the Job Training) will be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work (WIOA Reg. 667.272). This provision does not apply to participants enrolled in unpaid work experience. Unpaid work experience will be as specified in the participant's work experience agreement and any applicable Federal, State and local requirements.

**H. Additional Nondiscrimination and Equal Opportunity Provisions**

In accordance with 29 CFR Part 37 and 29 CFR Part 38, as a condition to the award of financial assistance from the Department of Labor under Title I of the WIOA, CONTRACTOR assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws: Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, gender identity and transgender status), national origin (including limited English proficiency), age, disability (temporary or permanent), unlawful harassment, political affiliation or belief, citizenship, or participation in WIOA. CONTRACTOR also assures that it will comply with WIOA's implementing regulations when they are promulgated and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA

Title I financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I financially assisted program or activity. CONTRACTOR understands that the United States has the right to seek judicial enforcement of this assurance. Participation in programs and activities financially assisted in whole or in part under WIOA or other fund source will be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the Attorney General to work in the United States. CONTRACTOR agrees to abide by the Immigration Reform and Control Act of 1986, as amended. Additionally, priority for services should be given to veterans and their eligible spouses, as outlined in EDD Directive WSD19-04 Priority of Service for Veterans and Eligible Spouses.

**I. Definitions**

For the purpose of the Agreement, the definitions enumerated in WIOA as amended, and the glossary of WIOA terms as amended, published by the State of California Employment Development Department (EDD) and the California Workforce Development Board (CWDB) directives will govern. Where references to these definitions is not possible, the definition or meaning of a word, phrase, section, clause, part, condition, or other requirement will be determined by the common meaning or business usage.

**J. Tracking Costs by WIOA Cost Category**

In order to determine reasonableness of Agreement costs and to comply with Federal legislation, CONTRACTOR shall:

1. Develop and submit to the COUNTY a Cost Allocation Plan, which identifies all costs shared among each separate funding source, WIOA, or non-WIOA.
2. Account for Agreement expenditures by WIOA Cost Categories.
3. Maintain its accounting records and make such available to federal, state and COUNTY auditors and/or monitors.
4. Document and indicate in budget and invoices submitted to the COUNTY, any in-kind costs contributed to the Agreement. In-kind costs shall be applied to the appropriate WIOA Cost Category.

**K. Financial Aid**

Educational assistance, grants and loans to WIOA participants for the purpose of supplementing training costs must reduce the costs chargeable to the Agreement. CONTRACTOR shall evaluate Supportive Services or Needs Based Payments, if any, received by the participant from WIOA funds to ensure that duplicate payments are not made to the participant from WIOA and Pell Grants or other sources of financial aid. (WIOA Reg. 663.320)

**L. Reporting Fraud or Abuse**

All subrecipients that receive WIOA funds shall promptly report within 48 hours to COUNTY of Santa Barbara Workforce Development Board all allegations of WIOA-related fraud, abuse, and other criminal activity in accordance with local directive(s).

**M. California Labor Code, Fair Labor Standards Acts as Amended**

Appropriate standards for health and safety in work and training situations will be maintained, and facilities and equipment will be adequate for the achievement of learning, as follows:

1. Health and safety standards established under state and federal law, otherwise applicable to the working conditions of employees, will be equally applicable to working conditions of participants. With respect to any participant in a program conducted under WIOA who is engaged in activities which are not covered by health and safety standards under the Occupational Safety and Health Act of 1970 as amended, the Secretary will prescribe, by regulation, such standards as may be necessary to protect the health and safety of such participants. CONTRACTOR hereby assures and certifies compliance with all provisions of the California Labor Code and the Fair Labor Standards Act as amended by the Occupational Safety and Health Act of 1970, as amended. (WIOA Reg. 667.274)

2. Where participants are engaged in activities not covered under the Occupational Safety and Health Act of 1970 as amended, CONTRACTOR will ensure that participants are not permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety. Participants employed or trained for occupations that are inherently dangerous (e.g., fire or police jobs) will be assigned to work in accordance with reasonable safety practices.

#### **N. Training Conditions**

Conditions of employment and training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the participant. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. The program will, to the maximum extent feasible, contribute to the occupational development and/or upward mobility of individual participants.

#### **O. Recovery of WIOA Tuition and Training Refunds**

All subrecipients that receive WIOA funds shall obtain the designated training provider's policy regarding refunds of tuitions. In accordance with local directives, subrecipients shall monitor participant's enrollment and attendance in training programs and will be responsible to pursue recovery of unused WIOA training monies and/or tuition refunds for any participant who does not complete a training program.

#### **P. Property Management**

1. Insurance

All property and equipment purchased, received, or utilized by CONTRACTOR for the purpose of performing the Agreement shall be insured against fire, theft, and destruction, equal to the full replacement cost.

2. Purchase and Maintenance of Equipment

CONTRACTOR shall ensure and document open competition and shall procure, in accordance with all WIOA and Federal regulations when purchasing at a cost of \$1,000 per unit or more, any property described in the Project Budget. If the low bid or quotation is not accepted by CONTRACTOR, the COUNTY'S approval of the expenditure shall be required. CONTRACTOR shall have and use a procurement policy that complies with all pertinent WIOA and Federal regulations. Unless otherwise specified, ownership of all non-expendable real property and equipment purchased with WIOA funds belongs to the U. S. Department of Labor through the State of California. The COUNTY may take possession of all such equipment and property at any time it determines necessary.

CONTRACTOR shall maintain an up-to-date inventory of all WIOA property in its custody with an individual purchase price of \$500 or more, and shall implement adequate maintenance procedures to keep such property in good condition.

Further, CONTRACTOR shall conduct an annual inventory of equipment and property at any time during and upon termination of the Agreement. A copy of the inventory shall be sent to the COUNTY as part of the closeout report documents.

Records for non-expendable real property shall be retained for a period of three (3) years from the date of final disposition of the property. These records shall be retained beyond the three (3) years if any litigation or audit is begun or if a claim is instituted involving the Agreement. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.

**Q. Theft or Embezzlement**

1. Whoever, being an officer, director, agent, or employee of, or connected in any capacity with any agency or organization receiving financial assistance or any funds under Title I of WIOA knowingly enrolls an ineligible participant, embezzles, willfully misapplies, steals, or obtains by fraud any of the monies, funds, assets, or property which are the subject of a financial assistance agreement or Agreement pursuant to such Act shall be fined under this title or imprisoned for not more than two (2) years, or both; but if the amount so embezzled, misapplied, stolen, or obtained by fraud does not exceed \$1,000, such person shall be fined under this title or imprisoned not more than one (1) year, or both (18 USC Section 665(a)).
2. Whoever, by threat or procuring dismissal of any person from employment or of refusal to employ or refusal to renew a contract of employment in connection with a financial assistance agreement or contract under Title I of the WIOA induces any person to give up any money or thing of any value to any person (including such organization or agency receiving funds) shall be fined under this title, or imprisoned not more than one (1) year, or both (18 USC Section 655.b).
3. Whoever willfully obstructs or impedes or willfully endeavors to obstruct or impede, an investigation or inquiry under the WIOA, or the regulation thereunder, shall be punished by a fine under this title, or by imprisonment for not more than one year, or by both such fine and imprisonment. (18 USC Section 665.c)

**R. Duplicate Funding**

CONTRACTOR shall submit to the COUNTY copies of all requests for federal, state or local grants that may materially affect the quality or cost of the services provided under the Agreement, prior to submitting the request to the funding source. CONTRACTOR shall also inform the COUNTY of the receipt of any such grant, in which event the COUNTY shall have the right to renegotiate the price or deliverable performance of the Agreement. CONTRACTOR'S costs or earnings claimed under one contract or grant may not also be claimed under any other or grant.

**S. Relocation Act**

CONTRACTOR will comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended, which requires fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs. (42 U.S.C. sections 4601 et seq.)

**T. Selective Service Act**

CONTRACTOR, unless stated otherwise in the Contract, will ensure that each participant under the Contract has not violated, or is not in violation of Section 3 of the Military Selective Act (50 U.S.C. Appen. § 453), as amended, by not presenting and submitting to registration as required pursuant to such section.

**U. Employment Generating Activities Prohibited**

1. No funds available under WIOA shall be used for employment generating activities, economic development activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resource centers, or similar activities.
2. No funds available under WIOA shall be used for foreign travel for employment generating activities, economic development activities, or similar activities. (WIOA Reg. 667.264(b))

**V. Rights**

CONTRACTOR shall comply with 29 CFR Section 97.36 (i) (8) which states, in part, that Agreements must contain languages pertaining to any patent rights that might be discovered under the Agreement. With respect to inventions made by CONTRACTOR in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, CONTRACTOR hereby

grants to COUNTY and state a license as described in paragraphs 1 and 2 below of this section for devices or material incorporating, or made through the use of such inventions. If such inventions result from research work specifically included within the Agreement's scope of work, then CONTRACTOR agrees to assign to COUNTY and state, without additional compensation, all its right, title and interest in and to such inventions and to assist COUNTY and state in securing United States and foreign patent with respect thereto.

#### Retained Rights/License Rights

1. Except for intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and state and which result directly or indirectly from this Agreement, CONTRACTOR shall retain title to all of its Intellectual Property to the extent such Intellectual property is in existence prior to the effective date of this agreement. CONTRACTOR hereby grants to COUNTY and state, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of CONTRACTOR 'S Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless CONTRACTOR assigns all rights, title and interest in the Intellectual Property as set forth herein.
2. Nothing in this provision shall restrict, limit, or otherwise prevent CONTRACTOR from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that CONTRACTOR'S use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of COUNTY and state or third party, or result in a breach or default of any provisions required by COUNTY or state including the Intellectual Property Provisions specified in the WIOA subgrant agreement for the applicable program year incorporated herein by this reference as though set forth in full, or result in a breach of any provisions of law relating to confidentiality.

#### **W. Employment of Mechanics and/or Laborers**

CONTRACTOR, if employing mechanics or laborers, shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 – 3708) for Agreements in excess of \$100,000.

#### **X. Federal Award Identification Information (Applicable to Subaward)**

For purposes of this Agreement, CONTRACTOR is deemed a subrecipient. The Federal Identification Information is hereby incorporated into the Agreement.

| <b>Federal Award Identification Information (Applicable to Subaward)</b>   |  |          |
|--|--|----------|
| i. Subrecipient Name<br>(which must match the registered name in DUNS)   | Goodwill Industries of Ventura and Sant  |          |
| ii. Subrecipient DUNS number   | 079706385  |          |
| iii. Federal Award Identification Number (FAIN)  |  |          |
| iv. Federal Award Date   | 04/29/20   |          |
| v. Subaward Period of Performance  | Start Date   | 07/07/20 |
|  | End Date   | 06/30/22 |
| vi. Amount of Federal Funds Obligated by this action   | \$ 1,000,000.00  |          |
| vii. Total Amt of Federal Funds Obligated to subrecipient  | \$ 179,902.23  |          |
| viii. Total Amount of the Federal Award  | \$ 1,000,000.00  |          |
| ix. Federal award project description*   | Provide pre-vocational training and work experience services to students with disabilities |          |
| x. Name of Federal awarding agency,  | California Department of Rehabilitation  |          |
| Pass through entity,   | Foundation for California Community Cc   |          |
| And contact information for awarding official  | Leti Shafer  |          |
| xi. CFDA   | Number   | 84.126A  |
|  | Name   |          |
| 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. | 0  |          |

\*as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)