

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

**WIOA Youth Services Provider Santa Barbara County**  
Department of Social Services

***Second Amendment***

This is a *Second Amendment* (*Second 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 11, 2023, COUNTY approved the Agreement for Services with Independent Contractor, number BC#23-071, (Agreement) with CONTRACTOR for the provision of Workforce Innovation and Opportunity Act (WIOA) Youth Services Provider;

**WHEREAS**, the initial term of the Agreement commenced on July 1, 2023 and is set to expire on June 30, 2026 unless otherwise directed by COUNTY or unless earlier terminated; and

**WHEREAS**, the parties now desire to amend the Agreement to extend the term for one additional year commencing on July 1, 2026, through June 30, 2027 (First 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 4, **TERM**, of the Agreement, is amended by adding the following language:

*For the First Extension Period*, CONTRACTOR shall commence performance on July 1, 2026 and end performance upon completion, but no later than June 30, 2027 unless otherwise directed by COUNTY or unless earlier terminated.

2. Section 35, **CLEAN AIR ACT AND FEDERAL WATER POLLUTION ACT**, of the Agreement, is amended in its entirety:

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

A. Clean Air Act

1. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. CONTRACTOR agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the COUNTY, Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
3. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

B. Federal Water Pollution Control Act

1. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. CONTRACTOR agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the COUNTY, Federal

Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.

3. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

3. Section 36, **MANDATORY DISCLOSURE**, of the Agreement, is amended in its entirety:

### **36. MANDATORY DISCLOSURE**

CONTRACTOR must disclose in a 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.)

4. Section 38, **PROCUREMENT OF RECOVERED MATERIALS**, of the Agreement, is amended in its entirety:

### **38. PROCUREMENT OF RECOVERED MATERIALS**

- A. CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the 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.
- B. CONTRACTOR should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

5. Section 39, **DOMESTIC PREFERENCES FOR PROCUREMENTS**, of the Agreement, is amended in its entirety:

### **39. DOMESTIC PREFERENCES FOR PROCUREMENTS**

- A. CONTRACTOR should, to the greatest extent practicable and 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). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.
- B. For purposes of this section
  1. "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.
  2. "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.

6. Section 41, **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**, of the Agreement, is amended in its entirety:

**41. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

- A. CONTRACTOR is prohibited from obligating or expending loan or grant funds to:
1. Procure or obtain covered telecommunications equipment or services;
  2. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
  3. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- B. As described in section 889 of [Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following:
1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
  2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
  3. Telecommunications or video surveillance services provided by such entities or using such equipment;
  4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;
- C. For the purposes of this section, “covered telecommunications equipment or services” also includes systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- D. In implementing the prohibition under section 889 of [Public Law 115-232](#), heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.
- E. CONTRACTOR certifies that it will comply with the prohibition on covered telecommunications equipment and services in this section. CONTRACTOR is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting grant funding and those provided upon submitting payment requests and financial reports.
- F. For additional information, see section 889 of [Public Law 115-232](#) and 2 C.F.R. § 200.471.

7. Section 42, **CONTRACTOR ASSURANCE FOR COMPLIANCE**, is added to the Agreement:

**42. CONTRACTOR ASSURANCE FOR COMPLIANCE**

CONTRACTOR agrees it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51, et seq., as amended; California Government Code Section 11135-11139.8, as amended; California Government Code Section 12940; California Government Code Section 4450; Title 22, California Code of Regulations Section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the

Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, sexual orientation, gender identity, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief, or other applicable protected basis be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and CONTRACTOR gives its assurance that it will immediately take any measures necessary to effectuate this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and CONTRACTOR hereby gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, will be prohibited.

CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized COUNTY, CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, COUNTY and CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.8, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

8. Section 43, **CONFIDENTIAL INFORMATION**, is added to the Agreement:

**43. CONFIDENTIAL INFORMATION**

CONTRACTOR shall safeguard confidential information in accordance with applicable law, including Welfare and Institutions Code section 10850, et seq., and California Department of Social Services Manual of Policies and Procedures Division 19.

9. Section VI. Performance Measures/Outcome of Exhibit A is amended in its entirety:

**IV. Performance Measures/Outcomes:**

A. CONTRACTOR SHALL:

**1. Enrollment Goals**

Enroll in the program unduplicated youth across COUNTY over the term of the Agreement.

	North		South		
Fiscal Year	ISY	OSY	ISY	OSY	Annual Total
2023/2024	26	79	11	34	150
2024/2025	26	79	11	34	150
2025/2026	26	79	11	34	150
	<b>County-wide</b>				
2026/2027			ISY	OSY	
			32	98	130
<b>County Total</b>	<b>78</b>	<b>237</b>	<b>65</b>	<b>200</b>	<b>580</b>

CONTRACTOR shall serve 150 youth participants per year, *with the exception of PY 2026-2027, where CONTRACTOR shall serve 130 youth participants.* The distribution of youth

participants (between ISY and OSY) to be served per year may change, with COUNTY's approval, depending on State requirement.

**2. Work Experience Goals**

1. Shall provide paid Work Experience for a minimum of 311 youth participants, for the number of hours and rate specified in Exhibit B-1 or B-2 Line Item Budget and Narrative:

Work Experience	Annual Totals
2023/2024	82
2024/2025	82
2025/2026	82
2026/2027	65
<b>Totals</b>	<b>311</b>

**3. Additional Yearly Performance Goals**

State of California and/or the SBCWDB are able to develop 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. Youth participants exited each year must meet or exceed the following goals for Fiscal Year 2023/2024:
  1. Placed in Employment or Education: 60%
  2. Obtain an industry-recognized Certificate or Credential: 54%
  3. Achieve a Measurable Skill Gain: 50%
- b. CONTRACTOR must make a good faith effort to, at minimum, exit 50% of youth participants served (carried forward and new enrollments) each FY. For example, if during FY 2023/2024, 80 youth participants are carried over from previous FY, and an additional 60 are enrolled, half of the total youth participants (70) must be exited at the end of FY 2023/2024.

4. Meet or exceed State established annual performance goals per fiscal year.

Employment, Education, or Training	Retention	Earnings	Degree or Credential Attainment	In Program Skills Gain
71.0%	64.5%	\$3,490.00	60.0%	66.0%

*The chart represents performance measures for Fiscal Year 2023/2024. The performance goals for Fiscal Years 2024/2025, 2025/2026 and 2026/2027 will be negotiated with the State by the SBCWDB and must be met or exceed by CONTRACTOR. Once negotiated, COUNTY shall update performance goals.*

10. Section A of Exhibit B is amended 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 \$ **2,206,536** (Annual contract amount for fiscal year 2023/2024, 2024/2025, 2025/2025, or 2026/2027 shall not exceed \$740,512 for each fiscal year).

11. Section D of Exhibit B is amended in its entirety:

D. From the CONTRACTOR’S annual not-to-exceed contract amount of \$740,512, CONTRACTOR shall spend no less than the following amount in each program year on paid Work Experience. WIOA mandates that local areas spend at least 20% of their WIOA youth formula allocation on Work Experience (20 CFR Section 681.620)). These numbers are subject to change due to fluctuations in funding and/or changes in federal/state requirements.

<b>Fiscal Year</b>	<b>Total Annual Budget for Work Experience (with In-kind)*</b>	<b>Minimum Amount Required for Work Experience per Contract</b>
July 1, 2023 – June 30, 2024	\$297,667.38	\$262,267.00
July 1, 2024 – June 30, 2025	\$297,667.38	\$262,267.00
July 1, 2025 – June 30, 2026	\$297,667.38	\$262,267.00
July 1, 2026 – June 30, 2027	\$265,959.20	\$262,267.00
<b>Total</b>	<b>\$1,258,961.34</b>	<b>\$1,049,068</b>

\*\$ 109,893.34 over the minimum requirement for paid work experience is being provided by CONTRACTOR as in-kind (at no cost to COUNTY).

12. Section F of Exhibit B is amended in its entirety:

F. 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, Operating Costs for Youth Program (**Attachment 1**). Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges, timesheets, rates, and task description log for personnel, as defined in **EXHIBIT B-1 or B-2** (Line Item Budget and Narrative). Invoices submitted for payment that are based upon **EXHIBIT B-1 or B-2** shall contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.

13. Section G of Exhibit B is amended in its entirety:

G. By the 15<sup>th</sup> of each month, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an Operating Costs for Youth Program (**Attachment 1**) 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 or B-2** 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.

14. Section J of Exhibit B is amended in its entirety:

J. 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 or B-2**. 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.

15. Section M of Exhibit B is amended in its entirety:

M. CONTRACTOR shall provide proposed in-kind and leverage resources listed in **EXHIBIT B-1 and B-2, as applicable**, Line Item Budget and Narrative.

16. **EXHIBIT B-2, 2026/2027 Line Item Budget and Narrative**, is added to the Agreement.

17. Exhibit C is amended as attached.

18. Exhibit D is amended as attached.

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

**EXHIBIT B-2**  
**Line Item Budget and Narrative**

Youth Career Services Program Operator Workforce Innovation and Opportunity Act									
Organization:									
Contract Year:	PY 2026-2027								
<b>I. OPERATING COSTS</b>									
<b>A. WAGES AND FRINGES</b>	<b>% Allocated to Contract</b>	<b>Base Salary</b>	<b>Total Cost to Contract</b>						
<b>Position Title</b>									
Program Coordinator	100%	\$69,368.00	\$69,368.00						
Program Coordinator	100%	\$64,584.00	\$64,584.00						
Program Coordinator	100%	\$63,388.00	\$63,388.00						
Youth Specialist	100%	\$62,192.00	\$62,192.00						
Youth Specialist	100%	\$52,624.00	\$52,624.00						
Youth Specialist	100%	\$52,624.00	\$52,624.00						
			\$0.00						
<b>Subtotal Wages &amp; Fringes</b>			\$364,780.00						
<b>B. OTHER OPERATING</b>									
Advertising									
Audit									
Copying/Printing			\$500.00						
Dues/Membership									
Equipment Lease/Purchase/Maintenance									
Facilities Rent/Maintenance			\$62,000.00						
Insurance									
Legal Fees									
Meeting Room Rental									
Misc. (License, Tax, Other Fees)									
Postage									
Publications									
Staff Development			\$20,000.00						
Staff Travel			\$5,000.00						
Supplies (Not Testing)			\$5,965.00						
Telephone/Communication									
Utilities									
Other			\$5,000.00						
<b>Subtotal Other Operating</b>			\$98,465.00						
<b>Subtotal Operating</b>			\$463,245.00						
<b>C. DIRECT JOB SEEKER COSTS</b>									
Paid Work Experience	see requirement in RFP		\$262,267.00						
Other:									
Supportive Services			\$15,000.00						
<b>Subtotal Direct Job Seeker Costs</b>			\$277,267.00						
<b>D. INDIRECT COSTS</b>			\$ -						
<b>E. PROFIT</b>			\$ -						
<b>TOTAL BUDGET</b>			\$740,512.00						
<b>Available Funds</b>			\$740,512						

## Line Item Budget Narrative Youth Service Provider

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

### I. Operating Costs:

A. **WAGES AND FRINGE** – Includes wages and benefits of staff providing direct services. Fringe benefits include: Federal Insurance Contributions (FICA), Federal and State unemployment, medical (medical/dental/life insurance), workers' compensation, and pension for:

- i. CONTRACTOR staff includes 1 FTE Program Coordinators at \$29.00 per hour or \$60,320.00 per year + 15% fringe for non-wage cost to include taxes, workers' compensation, and insurance for a total of \$69,368. 1 FTE Program Coordinators at \$27.00 per hour or \$56,160.00 per year + 15% fringe for non-wage cost to include taxes, workers' compensation, and insurance for a total of \$64,584. 1 FTE Program Coordinators at \$26.50 per hour or \$55,120.00 per year + 15% fringe for non-wage cost to include taxes, workers' compensation, and insurance for a total of \$63,388.1 FTE Youth Specialist at \$26.00 per hour or \$54,080.00 per year + 15% fringe for non-wage cost to include taxes, workers' compensation, and insurance for a total of \$62,192. 2 FTE Youth Specialist at \$22.00 per hour or \$45,760.00 per year + 15% fringe for non-wage cost to include taxes, workers' compensation, and insurance for a total of \$52,624.
- ii. CONTRACTOR will include as in-kind contribution the following wages: Program Manager at 15% or \$12,428.80, 2 Program Supervisors at 10% or \$6,628 each. Total wage contribution as in-kind = \$19,056.80.

### B. OTHER OPERATING

- i. Advertising: costs aimed at recruitment of youth and employers. Disallowable costs are identified under 2 CFR Part 200.421 and shall not include advertising costs for meetings/conventions and memorabilia. Copying/Printing: This includes the cost of printing participant information/referral materials, recruitment flyers, as well as resumes/cover letters at \$500 per year.
- ii. Facilities Rent/Maintenance: This covers 500 square feet in Santa Maria, 400 square feet in Santa Barbara, and 2000 square feet in Lompoc. CONTRACTOR pays \$2.50 per square foot for 2,900 square feet per month for a monthly total of \$8,700.00 per month. The total is \$87,000.00 per year. Goodwill will in-kind \$25,000 and charge the contract \$62,000.
- iii. Staff Development: \$20,000.00 is allocated for staff development to include conferences and training for staff.
- iv. 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.
  - c. Mileage: Travel mileage is allowable for the staff who needs to travel throughout the region to meet with youth participants, partners, and businesses. Mileage reimbursement must be at the approved federal rate for mileage reimbursement. Mileage rates are subject to change for each calendar year.

- i. This covers mileage reimbursement to driving associated with the youth contract, It is expected that staff/management will drive approximately 1,300 miles per month at .725 per mile for a total of \$942.50 per month or \$5,000.00 per year.
- v. Supplies (Not Testing): Estimated cost of office supplies at \$497 per month or a total of \$5,965.00 a year.
- vi. Other: \$5,000 is allocated to cover the keynote speaker fees for a potential Youth Leadership event.

**C. DIRECT JOB SEEKER COSTS**

- i. Work Experience:
  - 1. This includes youth participants' wages and fridge benefits, and cost of subcontractor: Foundation for California Community Colleges, which provides employer-of-record services.
  - 2. Hourly Rate: Pursuant to WIOA section 181 (a)(1)(A) Individuals participating in a work experience opportunity 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. For individuals with skill sets that do not meet the standard occupational classification qualifications for the position, the wage can be set below the prevailing wage standards but youth participants shall earn no less than the California's minimum wage.
    - a. Work Experience for 64 youth per year at 140 hours of work experience per youth. The wage is estimated at \$20.00 per hour for 140 hours. The math would be  $64 \text{ youth} \times \$20.00 \times 140 \text{ hours} = \$179,200.00$ . Total wages  $\$179,200.00 + \text{taxes and worker compensation } 20\% \$35,840.00 + \text{indirect rate } 18.8\% \$40,4237.52 + \$100.00 \text{ onboarding fee } \$6,400.00$  would equal \$261,867.52. In-kind Goodwill can cover the work experience cost of up to one (1) youth participant for a total of 65 youth. The difference for one youth would be  $65 \text{ youth} (\$265,959.20 - \$262,267.00 = \$3,692.20)$ .
- ii. Supportive Services:
  - 1. Supportive Services – Supportive Services are financial-based or physical accommodations that are reasonable and necessary for a youth to participate in authorized activities. Documentation of need will be documented and case noted in CalJOBS and the Individual Service Strategy (ISS) and will be tied to an activity that supports a youth's goals. Supportive Services are provided to assist youth with the cost of transportation, school supplies and materials, work appropriate attire, uniforms, etc. to ensure goal attainment.

- D. INDIRECT COST:** CONTRACTOR is not requesting any indirect cost reimbursements. Any indirect cost will be provided as in-kind, at no cost to contract.

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Second 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 Second Amendment to the Agreement to be effective on the date executed by COUNTY.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**

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

By: \_\_\_\_\_  
Bob Nelson, Chair  
Board of Supervisors

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

**RECOMMENDED FOR APPROVAL:**

Department of Social Services

**CONTRACTOR:**

Goodwill Industries of Ventura and Santa Barbara Counties

Signed by:  
By: Daniel Nielson  
11A5E47EB26A45A...  
Department Head

DocuSigned by:  
By: Laura Kistner  
BF47B903E7404D0...  
Authorized Representative

Name: Daniel Nielson

Name: Laura Kistner

Title: Director

Vice President of

Title: Mission Services

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

DocuSigned by:  
By: Paul Lee  
561262F0B51A41B...  
Deputy County Counsel

Signed by:  
By: James E Munro  
02BA147EF6A84DE...  
Deputy

**APPROVED AS TO FORM:**

Marisa Kahn  
Risk Management

Signed by:  
By: Marisa Kahn  
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Risk Management

**EXHIBIT C**

**Indemnification and Insurance Requirements  
(For agreements involving the care/supervision of vulnerable populations)**

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 caused by the sole negligence or willful misconduct of the COUNTY.

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

As part of the consideration of this Agreement, 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, volunteers, or subcontractors.

**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 property damage, bodily injury and personal & advertising injury with limits no less than Two Million Dollars (\$2,000,000) per occurrence. If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form CA 00 01 covering any auto (Symbol 1), or if Vendor has no owned autos, hired (Symbol 8) and non-owned autos (Symbol 9), with limits no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
3. **Sexual Abuse or Molestation (SAM) Liability:** If the work will include contact with minors or other vulnerable individuals, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, CONTRACTOR shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than Two Million Dollars (\$2,000,000) per occurrence or claim.
4. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.
5. **Professional Liability (Errors and Omissions)** insurance appropriate to the Consultant's/CONTRACTOR's profession, with limit no less than Two Million Dollars (\$2,000,000) per occurrence or claim, Two Million Dollars (\$2,000,000) aggregate.

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 for 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.

**Self-Insured Retentions (SIRs)** must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or COUNTY.

#### **Other Insurance Provisions**

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

1. **Additional Insured Status** - The 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.
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR’s insurance coverage shall be primary and non-contributory at least as broad as ISO CG 20 01 12 19 as respects the COUNTY, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, volunteers, and agents shall be excess of the CONTRACTOR’s insurance and shall not contribute to it. This requirement shall also apply to any Excess or Umbrella liability policies.
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 affect 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.

**Claims Made Policies** – If any of the required policies provide claims-made coverage:

- 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.

**Umbrella or Excess Policy** - The CONTRACTOR may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying CGL insurance.

**Acceptability of Insurers** – All insurance coverage shall be placed with insurers authorized to conduct business in the State of California with a current AM Best’s rating of no less than A: VII. All other insurers require prior approval of the COUNTY.

**Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) to the COUNTY before work begins. The COUNTY reserves the right to require complete,

certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time.

**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.

**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.

**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.

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 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 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 LEP); 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.
  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:** To the extent applicable, 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 Act and Federal Water Pollution Act.**
- C. Clean Air Act
4. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
  5. CONTRACTOR agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the COUNTY, Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
  6. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.
- D. Federal Water Pollution Control Act

1. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
  2. CONTRACTOR agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the COUNTY, Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
  3. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.
- 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.**
- G. CONTRACTOR is prohibited from obligating or expending loan or grant funds to:
    4. Procure or obtain covered telecommunications equipment or services;
    5. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
    6. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
  - H. As described in section 889 of [Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following:
    5. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
    6. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
    7. Telecommunications or video surveillance services provided by such entities or using such equipment;
    8. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;
  - I. For the purposes of this section, “covered telecommunications equipment or services” also includes systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
  - J. In implementing the prohibition under section 889 of [Public Law 115-232](#), heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.
  - K. CONTRACTOR certifies that it will comply with the prohibition on covered telecommunications equipment and services in this section. CONTRACTOR is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting grant funding and those provided upon submitting payment requests and financial reports.
  - L. For additional information, see section 889 of [Public Law 115-232](#) and 2 C.F.R. § 200.471.

**V. Domestic Preferences for Procurements.**

- C. CONTRACTOR should, to the greatest extent practicable and 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). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.
- D. For purposes of this section
  - 3. "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.
  - 4. "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 LEP), 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 EDD and the (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. Maintain its accounting records and make such available to federal, state and COUNTY auditors and/or monitors.
3. 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 or subcontractors/contractors 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 or subcontractors/contractors that receive WIOA funds shall obtain the designated training provider's policy regarding refunds of tuitions. In accordance with local directives, subrecipients or subcontractors/contractors 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.
  
3. All rights, title, and interests in such work shall be assigned to the State of California.
  
4. Sub grantee agrees that any and all services rendered and proposals, plans, specifications, designs, drawings, sketches, resource materials, curricula, training materials, renderings, models, reports, or other documents, materials, inventions, processes, and/or trademarks or servicemarks first created, first developed or first produced pursuant to this Agreement (“Work Product”) whether by Sub grantee, or any employees or subcontractors to Subgrantee or its Partner Institutions, shall be assigned to the CWDB/State of California.

**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.

Federal Award Identification Information (Applicable to Subaward)		
i. Subrecipient Name (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)	17.259	
iv. Federal Award Date	07/01/23	
v. Subaward Period of Performance	Start Date	07/01/23
	End Date	06/30/27
vi. Amount of Federal Funds Obligated by this action	\$ 735,512.00	
vii. Total Amt of Federal Funds Obligated to subrecipient	\$ 2,942,048.00	
viii. Total Amount of the Federal Award		
ix. Federal award project description*	WIOA Youth Service Provider	
x. Name of Federal awarding agency.	Department of Labor	
Pass through entity,	EDD/WDB	
And contact information for awarding official		
xi. CFDA	Number	17.259
	Name	WIOA Youth Formula
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	



# County of Santa Barbara BOARD OF SUPERVISORS

## Minute Order

July 11, 2023

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**Present:** 5 - Supervisor Williams, Supervisor Capps, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

SOCIAL SERVICES DEPARTMENT

File Reference No. 23-00676

**RE:** Consider recommendations regarding an agreement with Goodwill Industries of Ventura and Santa Barbara Counties for Workforce-Related Services and Support to Youth in Santa Barbara County, as follows:

- a) Approve, ratify, and authorize the Chair to execute an Agreement with Goodwill Industries of Ventura and Santa Barbara Counties, to provide the Workforce Innovation and Opportunity Act Youth Services in Santa Barbara County, for the period of July 1, 2023 through June 30, 2026, in a total contract amount not to exceed \$2,206,536.00, inclusive of an amount not to exceed \$735,512.00 per Fiscal Year for Fiscal Years 2023-2024, 2024-2025, and 2025-2025;
- b) Authorize the Director of Social Services or designee to adjust the Line Item Budget of the Goodwill Industries of Ventura and Santa Barbara Counties Workforce Innovation and Opportunity Act Youth Services in Santa Barbara County Agreement without exceeding the total contract amount;
- c) Authorize the Director of Social Services or designee, subject to appropriations and budget approval, to amend the Agreement by increasing the yearly contract amount to include unused funds from previous Fiscal Years to the following Fiscal Year; and
- d) Determine that the activity is not a "Project" subject to California Environmental Quality Act (CEQA) review per CEQA Guideline Section 15378(b)(5), since the activity is an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment.

**A motion was made by Supervisor Lavagnino, seconded by Supervisor Hartmann, that this matter be acted on as follows:**

- a) **Approved, ratified and authorized; Chair to execute;**
- b) **and c) Authorized; and**
- d) **Approved.**

**The motion carried by the following vote:**

**Ayes:** 5 - Supervisor Williams, Supervisor Capps, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Goodwill Industries of Ventura and Santa Barbara Counties with an address at 130 Lombard Street, Oxnard, CA 93030 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

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

### 1. DESIGNATED REPRESENTATIVE

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

To COUNTY: Luis Servin, Executive Director, Workforce Development Board  
130 E. Ortega Street, Santa Barbara, CA 93101  
[lservin@countyofsb.org](mailto:lservin@countyofsb.org)

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

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, 2023 and end performance upon completion, but no later than June 30, 2026 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 made by the COUNTY contingent upon the satisfactory achievement of agreed upon performance

measures, availability of funding, and County approval. In the event the County exercises such right, all terms and conditions, requirements and specifications of the Agreement shall remain the same and apply during the renewal terms.

#### **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.

Goodwill for WIOA Youth Operator – 2022-2026

#### **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.

CONTRACTOR is subject to audit requirements pursuant to Uniform Guidance 2 CFR part 200 and DOL Exceptions 2 CFR § 2900.2. Accordingly, CONTRACTOR is required to, and shall have, a single audit conducted in accordance with 2 CFR § 200.514 if CONTRACTOR expends \$750,000 or more in federal awards (this includes federal subawards) during CONTRACTOR'S fiscal year. CONTRACTOR shall submit such required single audit reports to COUNTY the earlier of: (a) 30 days after CONTRACTOR receives such reports; or (b) nine months after the end of the audit period.

CONTRACTOR will maintain and make available to auditors and monitors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors and monitors.

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.

Goodwill for WIOA Youth Operator – 2022-2026

## 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. DOMESTIC PREFERENCES FOR PROCUREMENTS**

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.

**40. 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.

**41. 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).

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

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

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: *Shela LaBuenza*  
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

By: *Das Williams*  
Das Williams  
Chair, Board of Supervisors

Date: 7-11-23

**RECOMMENDED FOR APPROVAL:**

Department of Social Services

By: *Rachel Lipman*  
Department Head  
Daniel Nielson

**CONTRACTOR:**

Goodwill Industries of Ventura and Santa Barbara Counties

By: *Laura Kistner*  
Authorized Representative

Name: Laura Kistner

Title: Sr. Director of Mission Services

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By: *Paul Lee*  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By: *Robert Guis*  
Deputy

**APPROVED AS TO FORM:**

Greg Milligan, ARM  
Risk Management

By: *Greg Milligan*  
Risk Management

## EXHIBIT A

### STATEMENT OF WORK WIOA Youth Services Provider

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 the Agreement, and is incorporated here by reference.

#### I. Background – Workforce Innovation and Opportunity Act

- A. The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014. It repeals the Workforce Investment Act of 1998 and replaces it with new authorization language that is in effect from July 1, 2015 through June 30, 2020. Section 2 of the Act describes the objectives of the legislation:

The purposes of this Act are the following:

1. 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.
  2. 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.
  3. 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.
  4. 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.
  5. 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.
  6. 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 youth participants, and increase attainment of recognized postsecondary credentials by youth 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.
- B. In Partnership with the Santa Barbara County Board of Supervisors, the Santa Barbara County Workforce Development Board (SBCWDB) oversees Santa Barbara County's workforce development activities and establishes programs in response to the workforce needs of Santa Barbara County. The SBCWDB designs and implements programs and services for businesses, adult job seekers, dislocated workers, and young adults, working in close collaboration with education, business, labor, economic development and other organizations with a stake in preparing the County's workers to contribute to our growing economy.

Goodwill for WIOA Youth Operator - 2023-2026

## II. **Target Population**

The program will serve two groups: WIOA eligible out-of-school youth participants (OSY) and WIOA eligible in-school youth participants (ISY). Eligible youth participants shall be referred to here as “youth.”

### A. WIOA Eligible Out-of-School Youth

An individual between the ages of 16 and 24 who is not attending any school and meets at least one of the following criteria, as defined by WIOA:

1. School dropout.
2. Within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter.
3. Recipient of a secondary school diploma or its recognized equivalent who is low-income and:
  - a. Basic skills deficient; or
  - b. An English language learner.
4. Subject to the juvenile or adult justice system.
5. Homeless, a runaway, in foster care or has aged out of the foster care system, a child eligible for public assistance, or in an out of-home placement.
6. Pregnant or parenting.
7. Individual with a disability.
8. Low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.

### B. WIOA Eligible In-School Youth

An individual who is between the ages of 14 and 21 who is attending school, low income, and meets at least one of the following criteria, as defined by WIOA:

1. Basic skills deficient.
2. An English language learner.
3. An offender.
4. Homeless, a runaway, in foster care or has aged out of the foster care system, a child eligible for public assistance, or in an out of-home placement.
5. Pregnant or parenting.
6. Individual with a disability.
7. Requires additional assistance to enter or complete an educational program or to secure or hold employment.

### III. Duties and Responsibilities

#### A. CONTRACTOR shall:

1. Fulfill the role of the WIOA Youth Service Provider for Santa Barbara County for all WIOA youth elements and services.
2. CONTRACTOR shall include the following WIOA program elements or services as the WIOA Youth Service Provider. Youth are not required to receive all these services, but all services, if available, shall be made available to youth. CONTRACTOR shall make best efforts to provide the program elements or services or seek partnerships with other agencies to establish these program elements or services. CONTRACTOR must make available to COUNTY list of elements to be provided and must include service provider, availability and frequency of services. If CONTRACTOR is not directly providing these services, letters of support or MOUs between CONTRACTOR and service agencies must be in place by December 31, 2023.

The WIOA program elements as described in the Employment Development Department WSD 17-07 are:

- a. **Tutoring, Study Skills Training, Instruction, and Dropout Prevention Services:** Tutoring, study skills training and instruction that lead to a high school diploma or its equivalent, including a recognized certificate of attendance or similar document for individuals with disabilities. These services focus on providing academic support, helping a youth identify areas of academic concern, assisting with overcoming learning obstacles, and providing tools and resources to develop learning strategies. These services can be one-on-one or group setting, through resources or workshops. Dropout Prevention Services includes secondary school dropout prevention strategies that keep a youth in school and engaged in formal learning or training. These activities include, but are not limited to, tutoring, literacy development, active learning experiences, after-school opportunities, and individualized instruction.
- b. **Alternative secondary school services or drop out recovery services:** Alternative secondary school services that assist youth who have struggled in traditional secondary school education. These services include, but are not limited to, basic education skills training (such as the training that allows participant to obtain a GED or strengthen basic math, English, or reading skills), individualized academic instruction, and English as a Second Language training. This includes dropout recovery services aimed at getting youth who have dropped out of secondary education back into a secondary school or alternative secondary school/high school equivalency program. Examples of dropout recovery services include: credit recovery, counseling, and educational plan development. While there is some overlap with dropout prevention strategies (program element (a)), the activities within both program elements are provided with the goal of helping youth re-engage and persist in education that leads to the completion of a recognized high school equivalent.
- c. **Work Experience:** Work Experience, both paid and unpaid, are planned, structured learning experiences that take place in the workplace for a limited period of time,

which may include: summer employment opportunities, pre-apprenticeship programs, internships, job shadowing, on the job training opportunities.

- i. CONTRACTOR shall coordinate work experience and include the following services:
  1. Recruit businesses for Work Experience sites.
  2. Obtain signed Work Experience site agreement from each business before Work Experience begins.
  3. Obtain agreements from each youth before Work Experience begins.
  4. Screen Work Experience sites and youth to ensure successful placement by evaluating Work Experience sites and their needs and place youth at Work Experience sites based on youths' interests and skills.
  5. Prepare and coach youths for Work Experience.
  6. Follow-up with Work Experience site once every two weeks.
  7. CONTRACTOR shall be responsible for funding, managing, and referring youth to Work Experience. CONTRACTOR shall have the option of serving as the employer of record or subcontracting payroll services.
  
- d. **Occupational Skills Training:** Occupational Skills Training is an organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupation fields at entry, intermediate, or advanced levels. Priority consideration must be given to training programs that lead to recognized postsecondary credentials that align with in-demand industry sectors or occupations in the county.
  - i. Occupational Skills Training must meet the following criteria:
    1. Be outcome-oriented and focused on an occupational goal specified in the individual service strategy.
    2. Be of sufficient duration to impart the skills needed to meet the occupational goal.
    3. Lead to the attainment of a recognized postsecondary credential.
    4. Meet the quality standards specified in WIOA Section 123.
  
- e. **Education offered concurrently with workforce preparation and training for a specific occupation:** This program element reflects an integrated education and training model. Additionally, it describes that workforce preparation activities, basic academic skills, and hands-on occupational skills training are to be taught within the same time frame and connected to training in a specific occupation, occupational cluster, or career pathway. While programs developing basic academic skills, which are included as part of alternative secondary school services and dropout recovery services, workforce preparation activities that occur as part of a work experience, and occupational skills training can all occur separately and at different times (and are counted under separate program elements), this program element refers to the concurrent delivery of these services which make up an integrated education and training model.
  
- f. **Leadership development opportunities, which may include community service and peer-centered activities:** This program element encourages responsibility, confidence,

employability, self-determination, and other positive social behaviors. Positive social behaviors include the following:

- i. Exposure to postsecondary educational possibilities.
- ii. Community and service learning projects.
- iii. Peer-centered activities, including peer mentoring and tutoring.
- iv. Organizational and team work training
- v. Training in decision-making such as determining priorities and problem solving.
- vi. Citizenship training, including life skills training such as parenting and work behavior training.
- vii. Civic engagement activities which promote quality of life in a community.
- viii. Other leadership activities that place youth in a leadership role such as serving on the Standing Youth Committee.

g. **Supportive Services:** Supportive services to youth include, but are not limited to, the following:

- i. Linkages to community services.
- ii. Assistance with transportation.
- iii. Assistance with child care and dependent care.
- iv. Assistance with housing.
- v. Needs-related payments.
- vi. Assistance with educational testing.
- vii. Reasonable accommodations for youth with disabilities.
- viii. Legal aid services.
- ix. Referrals to health care.
- x. Assistance with work attire and work related tools including eyeglasses and protective eye gear.
- xi. Assistance with books, fees, school supplies, and other necessary items for youth enrolled in postsecondary education classes.
- xii. Payments and fees for employment and training-related application, tests, and certifications.

h. **Adult mentoring:** Adult mentoring must last at least 12 months and may take place both during the program and following the youth's exit from the program. Adult mentoring can be conducted through group mentoring and electronic mentoring, but at a minimum, the youth program must match the youth with an individual mentor with whom the youth interacts in-person. Case managers may serve as adult mentors in areas where adult mentors are sparse, however, CONTRACTOR shall make reasonable efforts to find adult mentors who are not case managers.

i. **Follow-Up Services:** Follow-up services shall be provided for four quarters or one year after exiting the program. Follow up service shall be available and provided as needed during the follow up period and may include supportive services, adult mentoring, financial literacy education, services that provide labor market and employment information about in-demand industry sectors, and activities that help youth prepare for and transition to postsecondary education and training. Follow up services are provided for one year after exit from program to improve individual outcomes and program performance. This include engaging youth participant (at least two times per month) after exit from the program.

- j. **Comprehensive guidance counseling, including drug and alcohol abuse counseling, and referral to community resources/agencies, as appropriate:** This program element provides individualized counseling to youth and may include drug and alcohol abuse counseling, mental health counseling, and referral to partner programs.
- k. **Financial literacy education:** Financial literacy education includes information and activities such as creating budgets, setting up checking and saving accounts, managing spending, understanding credit reports, and protecting against identity theft.
- l. **Entrepreneurial skills training:** This program element helps youth develop the skills associated with starting and operating a small business. Such skills may include the ability to take initiative, creatively seek out and identify business opportunities, develop budgets and forecast resource needs, understand various options for acquiring capital and the trade-offs associated with each option, and communicate effectively and market oneself and one's ideas. Approaches to teaching youth entrepreneurial skills may include the following:
  - i. Entrepreneurship education that provides an introduction to the values and basics of starting and running a business, such as developing a business plan and simulations of business start-up and operation.
  - ii. Enterprise development which provides supports and services that incubate and help youth develop their own businesses, such as helping youth access small loans or grants and providing more individualized attention to the development of viable business ideas.
  - iii. Experiential programs that provide youth with experience in the day-to-day operation of a business.
- m. **Provision of labor market and employment information:** This program element provides labor market and employment information about in-demand industry sectors or occupations available in the community. Services may include career awareness, career counseling, and career exploration. Career counseling provides advice and support in making decisions about what career path to take and may include providing information about resume preparation, interview skills, potential opportunities for job shadowing, and the long term benefits of postsecondary education and training. In addition to connecting youth to self-service labor market information (LMI) tools, youth providers should share and discuss state and local LMI with youth.
- n. **Preparation for postsecondary education and training.** This program element prepares ISY and OSY for postsecondary education after attaining a high school diploma or its recognized equivalent. Activities include exploring postsecondary education options such as registered apprenticeships, technical training schools, community colleges and four-year colleges and universities. Additional services may include, but are not limited to, the following:
  - i. Preparing youth for the SAT/ACT ;
  - ii. Assisting with college admission applications;
  - iii. Searching and applying for scholarships and grants;
  - iv. Filling out financial aid applications; or
  - v. Connecting youth to postsecondary programs.

3. CONTRACTOR shall provide at a minimum the following services to youth/program participants:
  - a. Intake, orientations, initial assessment, Employment Services, and referrals to other partners and services.
  - b. Provide individualized career services including but not limited to comprehensive and specialized assessments, case management, individual service strategy plans, career planning, and vocational counseling.
  - c. Provide Follow-up Services for 12 months after youth exits from program.
  - d. Information on occupational education that may lead to the attainment of recognized postsecondary credentials.
  - e. Preparation services for unsubsidized employment opportunities, and in appropriate cases, effective connections to employers, including those in the designated industry sectors. Services shall include:
    - i. Job readiness services including:
      1. Instruction on interviewing skills;
      2. Career exploration which shall provide youths information about in-demand industry sectors and occupations, and postsecondary education opportunities; and
      3. Assistance in completing a job application.
    - ii. Provide job placement services including:
      1. Providing hands-on guidance drafting a cover letter, filling out a job application, and updating or targeting resume for position;
      2. Provide job interview coaching, which shall include providing hands-on preparation for interviews, review commonly asked questions in an interview and information about proper interview attire; and
      3. Other necessary job placement related topics.
  - f. Provide enrichment activities including college tours, career fairs, employer tours, leadership and volunteer opportunities.
4. CONTRACTOR shall provide the following trainings to youth at no additional cost to COUNTY (except for the cost of the customer service training as set forth in the Agreement):
  - a. ServSafe Food Handling Certificate;
  - b. Guard Card Training;
  - c. Proficiency in Microsoft Word, Excel, PowerPoint, Outlook, word processing;
  - d. QuickBooks and Accounting; or  
Social Interaction, conflict resolution, time management, money management, and ethics.
5. CONTRACTOR shall provide Business Services:
  - a. 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 youth participants. Business Service activities will include but not be limited to:
    - i. Ensure all employers participating in paid work experience (PWEX) are registered in State of California's workforce information system (CalJOBS).

- ii. Ensure employers participating in PWEX provide quality training, training in an in-demand sector, and/or permanent employment opportunities.
    - iii. Assist employers participating in PWEX to ensure a training plan is in place, for each PWEX youth participant.
    - iv. Pre-screen and refer youth participants for training opportunities, including PWEX.
    - v. Pre-screen and refer qualified youth participants to employers with open positions.
    - vi. Refer businesses to SBCWDB Business Services staff for additional resources and services available in the community to help their businesses grow and consequently increase hiring.
  - b. CONTRACTOR shall maintain files to record all services provided to businesses in the CalJOBS Customer Relations Management (CRM) module and adhere to federal, State and local policies.
6. CONTRACTOR must incorporate career pathways to the objective assessment and individual service strategy for each youth. The individual service strategy must be directly linked to one or more of the Performance Measures. Performance Measures must be considered when delivering services to Youth.
  7. Ensure compliance with the following, as applicable: U.S. Department of Labor regulations 29 CFR Parts 37, 93, 96, and 99 , 2 CFR part 200; 48 CFR Part 31; 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.
  8. Adhere to all federal, state, or county ordinances, statutes, regulations, executive orders, directives already issued or issued after the execution of the Agreement, including, but not limited to, WIOA, the Social Security Act, the Civil Rights Acts, the Clean Air Act, State Efficiency Plan, California Welfare and Institutions Code, and the State Department of Social Services Manual of Policies and Procedures.
  9. Adhere to and ensure internal policies are in place to guarantee all CONTRACTOR's staff and CONTRACTOR's supervisors, and youth (when applicable) receive information and training on the following:
    - a. WIOA grievance and complaint resolution procedure;
    - b. Nondiscrimination and Equal Opportunity;
    - c. Code of Conduct and Conflict of Interest;
    - d. Criminal fraud reporting, waste, abuse and other criminal activity;
    - e. Sexual harassment training and reporting, including California Sexual Harassment Training – California SB1343 and AB1825.
    - f. Protected client information;
    - g. Americans with Disabilities Act and related laws, rules, and regulations; and/or
    - h. Training on serving Limited English Proficiency youth participants.

CONTRACTOR shall provide to COUNTY, no later than 30 days upon the execution of the Agreement, and every year thereafter (when applicable). Proof of training completion should include copies of training materials, certificates of completion, and sign-in sheets.

10. CONTRACTOR shall monitor labor market trends, develop subsidized and unsubsidized Work Experience opportunities for youth, 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.
  
11. CONTRACTOR shall focus employment services around preparing youths for the designated industry sectors. 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.
  
12. CONTRACTOR shall work in collaboration with other entities that carry out workforce development programs as follows:
  - a. Work in collaboration with the entities listed in WIOA Section 121(b) 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;
  - v. California Adult Education Program (CAEP);
  - vi. Santa Barbara County Office of Education, and other K-12 education partners;
  - vii. Other appropriate federal, state or local employment, education and training programs;
  - viii. Santa Barbara County Veterans Collaborative; and
  - ix. Community based organizations.
- c. Connect youth participants to agencies that offer complementary in-kind services for youth.
13. Follow the Communication, Distributed Material and Posting, and 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>.
14. Conduct a concentrated outreach and recruitment effort by providing presentations and marketing materials to other collaborative entities to attract and engage ISY and OSY with a focus on OSY.
15. Implement yearly outreach and recruitment strategies to identify and engage diverse populations. Implement proposed outreach and recruitment strategies for youth and employers.
16. Ensure youth satisfaction with program services by regularly tracking and analyzing feedback and committing to continuous improvement. This includes conducting exit surveys to youth completing the program, and obtaining written/recorded testimonials.
17. CONTRACTOR shall have policy and process for referring, and following up with youth who have needs that are beyond the program services offered by CONTRACTOR.
18. Provide follow up services for one year after exit from program to improve individual outcomes and program performance. Engage youth (at least two times per month) after exit from the program providing support, services, replacement, and referrals to additional services, as needed.
19. Provide ongoing staff development and training to CONTRACTOR's staff to support compliance with WIOA and Employment Development Department (EDD) mandates. Trainers utilized for staff development and paid with WIOA contract funds must be approved by COUNTY. Trainers must be locally, regionally, or nationally recognized.
20. CONTRACTOR shall support COUNTY staff, EDD, or other contractors in the provision of workforce services, such as special grant funded workforce programs.
21. Regional collaboration and reporting will be required under WIOA.

22. CONTRACTOR shall ensure youth participants are served and exited from program in a period of 24 months. Youth participants retained for more than 24 months must be reviewed and approved by COUNTY.
23. CONTRACTOR shall request approval from COUNTY for new WIOA applications, exits, and youth participants entering Work Experience and training.
24. CONTRACTOR shall provide program services to carry-over cases (youth participants served in consecutive Fiscal Year (FY)'s) ensuring strong re-engagement plan and exit plan to seek positive performance measures.
25. Develop and implement strong practices to meet performance measures and goals, which includes exit strategy plan to ensure strong program outcomes and positive performance.
26. Program Design Development-Develop a visual demonstrating the flow of services that youth participants receive once they enroll into the program within 3 months of contract award date.
27. CONTRACTOR shall meet the following General Staffing Requirements:
  - a. CONTRACTOR shall be responsible for immediately filling any vacancies, which may occur during the term of this Agreement in order to ensure the continuous and efficient delivery of services to clients. CONTRACTOR shall fill vacancies with individuals who demonstrate the appropriate experience and levels of education required for the position.
  - b. CONTRACTOR shall utilize temporary staff only with COUNTY's prior approval. Use of temporary staff shall be kept to a minimum. Applicable federal, state and county procurement policies shall be adhered to.
  - c. Telecommuting: CONTRACTOR must submit written request with justification and must obtain written approval from the COUNTY prior to authorizing staff to telecommute under this Agreement. CONTRACTOR must obtain concurrence from COUNTY on CONTRACTOR's telecommute policy and telecommute employee agreement. CONTRACTOR will be responsible to ensure staff possess the proper tools and/or available resources provided by the CONTRACTOR to support the continuation of services. In addition, CONTRACTOR will be responsible to ensure the services provides are within the provisions and guidelines of this contract and WIOA.
28. CONTRACTOR shall provide the following Staff Development and Training:
  - a. CONTRACTOR shall ensure that all CONTRACTOR staff are fully-trained and receive continuous on-going training in Workforce Development and Title I Career Services included but not limited to: case management, WIOA participant eligibility, customer service, developing participant Individual Employment Plans (IEP's), follow up services, support services, CalJOBS (to include system enhancements and data entry), serving targeted populations, soft skills, identifying transferable skills, resume writing, interview techniques, workforce assessments, serving clients with barriers, trauma informed training, COUNTY endorsed trainings, etc., and all other available WIOA related training designed to increase staff development and ensure effective delivery of client services. Trainers utilized for staff development and paid with

contract funds must be approved by COUNTY. Trainers must be locally, regionally, or nationally recognized.

- b. CONTRACTOR shall be responsible for providing training to CONTRACTOR's front-line staff members (staff who deals directly with youth participants), supervisors, managers to assure compliance with WIOA Section 188 and any nondiscrimination provisions of federal, state, and local laws, regulations, and directives.

**B. COUNTY shall:**

1. Provide CONTRACTOR with the State established annual performance goals and monitor performance on a quarterly, or as needed, basis. State goals are expected to be set in each of the following categories:
  - a. Employment, Education, or Training: The percentage of youth 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 youth 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 youth participants who are in unsubsidized employment during the second quarter after exit from the program.
  - d. Degree or Certificate Attainment: The percentage of youth participants who obtain a recognized postsecondary credential or a secondary school diploma or its recognized equivalent during participation in or within 1 year after exit from the program.
  - e. In Program Skills Gain: The percentage of youth participants who, during the FY, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains toward a credential or employment.
  - f. Business Services: Performance indicators shall be established to measure the effectiveness of the program in serving employers.
2. Develop and maintain an operating manual documenting the policies and procedures for the program. Provide training and support to CONTRACTOR on an as needed basis.
3. COUNTY shall review yearly staffing plans, outreach plan, and program design documents, including letters of support or MOUs from partners providing services listed in Section III of this Agreement, customer service flow charts, and written plans to ensure youth participants are being served in a consistent and effective manner.
4. COUNTY may review new WIOA applications, exits, and applications for youth participants entering Work Experience and training.

**IV. Facilities**

**A. CONTRACTOR shall:**

1. Provide services at minimum two (2) hours per week of services at the existing America's Job Centers of California (AJCC):

- a. Santa Maria: 1410 S. Broadway #A, Santa Maria 93454
  - b. Santa Barbara: 130 E Ortega Street, Santa Barbara, 93101
2. Provide comprehensive services outlined in the SOW at the CONTRACTOR's facilities located at:
    - a. Santa Maria: 210 E Enos Drive, Santa Maria, CA 93454
    - b. Lompoc: 1009 N H St., Lompoc, CA 93436
    - c. Santa Barbara: 302 W. Carrillo St, Santa Barbara 93101
  3. Adhere to all building policies, including but not limited to those dealing with COVID-19 protocols, professional conduct, and equal opportunity policies and procedures.
  4. As proposed by CONTRACTOR, utilize mobile employment services unit to serve youth participants throughout the county.
  5. CONTRACTOR acknowledges and agrees that the COUNTY, in its sole and absolute discretion, shall have the right to add, change, or remove AJCC locations and other service locations. CONTRACTOR shall provide any and all services described in the Agreement or any portion thereof, including, but not limited to, staff and services at all future locations approved by the COUNTY, under the same rates, reimbursement cost structure, and terms stated in the Agreement.

**V. Reporting Requirements:**

**A. CONTRACTOR shall:**

1. Utilize CalJOBS as the COUNTY-prescribed reporting tool and shall adhere to the following requirement:
  - a. Must enter all relevant program data and information (such as program activities, case notes, employment and training information) within 5-business days of when the program update occurred.
  - b. Establish quality control procedures to protect the integrity of data pertaining to youth participants, services and outcomes;
  - c. Ensure that all staff designated to handle data entry and data management receive training on CalJOBS functionalities and limitations;
  - d. Establish a review process for CalJOBS reports that include participant rosters and other reports provided by the COUNTY;
  - e. Ensure strict adherence to proper handling of PII and other confidential participant information; and
  - f. Ensure access to CalJOBS is limited to only active staff members.
2. CONTRACTOR shall meet regularly (no less than quarterly) with COUNTY staff to discuss: enrollments, retention, program design, outcomes (employment and education), program expenditures, 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. Youth participants enrollment number and expenditure updates;
  - d. Work experience expenditure updates and number of youth participants in work experience;
  - e. Employer/business engagement information; and
  - f. Update on any regional collaboration.
4. Provide detail Work Experience Report on a monthly basis with information regarding the name of clients in Work Experience, worksite location, hourly rate, and job description.
5. No later than May 1<sup>st</sup> of each year, provide to COUNTY list of youth participants to be carried forward, from one FY to the next FY. The list shall contain list of youth participants with 12 months or more of services (active enrollment), and the rationale for carrying forward those cases into next FY.
6. No later than May 1st of each year, provide detail report of youth participants in Work Experience who will be transferred and continue to be serviced into the next FY. The report must contain the name of the youth participants, worksite/employer name, number of hours initially assigned to the youth participants (for example 300 hours), the number of hours pending to be completed (for example 200), and the pay received by the youth participants. CONTRACTOR shall provide a supportive services report identifying names of youth participants enrolled, maximum total supportive service amounts per youth participants, amount of supportive services funds spent per youth participant, and remaining fund amounts of supportive services per youth participant.
7. Provide (quarterly) data with up-to-date information on all performance items listed in Section VI of this Agreement.

A. 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, SBCWDB members, the media, and other interested stakeholders.

**VI. Performance Measures/Outcomes:**

A. CONTRACTOR SHALL:

1. **Enrollment Goals**

Enroll in the program unduplicated youth across COUNTY over the term of the Agreement.

	<b>North</b>	<b>South</b>	
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Fiscal Year	ISY	OSY	ISY	OSY	Annual Total
2023/2024	26	79	11	34	150
2024/2025	26	79	11	34	150
2025/2026	26	79	11	34	150
<b>County Total</b>	<b>78</b>	<b>237</b>	<b>33</b>	<b>102</b>	<b>450</b>

CONTRACTOR shall serve 150 youth participants per year. The distribution of youth participants (between ISY and OSY) to be served per year may change, with COUNTY's approval, depending on State requirement.

**2. Work Experience Goals**

- a. Shall provide paid Work Experience for a minimum of 246 youth participants, for the number of hours and rate specified in Exhibit B-1 Line Item Budget and Narrative:

Work Experience	Annual Totals
2023/2024	82
2024/2025	82
2025/2026	82
<b>Totals</b>	<b>246</b>

**3. Additional Yearly Performance Goals**

State of California and/or the SBCWDB are able to develop 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. Youth participants exited each year must meet or exceed the following goals for Fiscal Year 2023/2024:
  - 1. Placed in Employment or Education: 60%
  - 2. Obtain an industry-recognized Certificate or Credential: 54%
  - 3. Achieve a Measurable Skill Gain: 50%
- b. CONTRACTOR must make a good faith effort to, at minimum, exit 50% of youth participants served (carried forward and new enrollments) each FY. For example, if during FY 2023/2024, 80 youth participants are carried over from previous FY, and an additional 60 are enrolled, half of the total youth participants (70) must be exited at the end of FY 2023/2024.

**4. Meet or exceed State established annual performance goals per fiscal year.**

Employment, Education, or Training	Retention	Earnings	Degree or Credential Attainment	In Program Skills Gain
71.0%	64.5%	\$3,490.00	60.0%	66.0%

*The chart represents performance measures for Fiscal Year 2023/2024. The performance goals for Fiscal Years 2024/2025 and 2025/2026 will be negotiated with the State by the SBCWDB*

*and must be met or exceed by CONTRACTOR. Once negotiated, COUNTY shall update performance goals.*

## **VII. General Contract Provisions**

### **A. CONTRACTOR shall:**

1. Provide reports to the COUNTY's Designated Representative in a form and manner as mutually agreed upon as determined reasonably necessary by the COUNTY.
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 (in reference to COUNTY) must conduct regular oversight and monitoring of its WIOA activities and those of its subrecipients and contractors (in reference to COUNTY WIOA 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 by COUNTY staff. Program monitoring involves the review and verification of essential program documents that support the youth participants' eligibility for WIOA services. The documents are to be maintained in the youth participants' case 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.
7. If the CONTRACTOR is not meeting expected performance levels, COUNTY staff may request corrective action plans and/or conduct additional monitoring.
8. In connection with the end of the Agreement term, CONTRACTOR shall be subject to WIOA programmatic and fiscal closeout requirements, as listed on Workforce Service Directive 16-05.
9. CONTRACTOR warrants that it has adopted, shall retain, and make available upon request from the COUNTY, the following documents and their amendments, if any:

- a. CONTRACTOR'S Financial and Accounting Procedures, which incorporate Generally Accepted Accounting Principles (GAAP) including, but not limited to, the preparation and submission of invoices, reconciliation of cash on-hand and earnings with COUNTY records, reporting and tracking of youth participant's activity and earnings, repayment of unearned funds, preparation for the resolution of audits and inspections, inventory control, and reporting.
  - b. CONTRACTOR'S Personnel Policy, which shall incorporate due process protection and standard personnel procedures, and which the Contractor agrees to abide by in the performance of this Agreement.
  - c. Agreements with Other Funding Sources: A copy of any agreements between Contractor and other public or private organizations that directly impact the activities funded under this Agreement shall be kept on file at Contractor's offices and be provided to the COUNTY upon Agreement execution. Contractor shall also notify COUNTY of any default, termination, or finding of disallowed costs under these agreements. CONTRACTOR warrants that no other funding source will be billed for services that are provided and paid for by the COUNTY under this Agreement.
  - d. CONTRACTOR Board of Director's meeting minutes.
10. CONTRACTOR agrees to provide the COUNTY sixty (60) days advance written notice of any facts that may materially affect the performance of this Agreement or impact the COUNTY's decision to continue this Agreement with CONTRACTOR. Among the items to be disclosed are an amendment to its Articles of Incorporation or Bylaws, move to dissolve or transfer any assets derived from funds provided under this Agreement, negotiations leading to the sale, merger or acquisition of CONTRACTOR; debarment or contract termination by any other public entity and/or any final audit findings regarding Contractor's administration of any contract with public funds.
11. Contractor shall notify the COUNTY within five (5) days of changes affecting this Agreement including actions that would change CONTRACTOR's legal status, any action that may materially change the performance of the Scope of Work (i.e., bankruptcy) and/or a change in CONTRACTOR's corporate name.
12. Quality Assurance Review:
- a. CONTRACTOR shall be responsible for quality assurance review of their fiscal and program operations (including all special projects). Quality Assurance Reviews require CONTRACTOR to maintain:
    - i. Youth participants' case files, including CalJOBS electronic files. Review shall include WIOA eligibility determination and documentation, and Individualized Education Plans (IEPs).
    - ii. Program reports (issued by CalJOBS) to review gaps in service delivery, provision and documentation of program services, timely client exit, performance outcomes, and Follow-up activities.

- iii. Property/equipment inventory list (which shall include any equipment purchased with contract funds.
    - iv. Invoices and all financial documents including backup documentation related to the operation of the program and the provision of program services. .
  - b. CONTRACTOR shall conduct the quality assurance review on a quarterly basis.
  - c. CONTRACTOR shall produce all quality assurance review documentation upon request by the COUNTY.
  - d. CONTRACTOR shall establish and follow a standardized review methodology that:
    - i. Includes procedures for conducting a quality assurance review on all contracted program and fiscal activities.
    - ii. Must develop a written report to include recorded findings, any needed corrective action, and due dates for the accomplishment of corrective actions;
    - iii. Requires systematic follow-up to ensure that necessary corrective action has been taken and outstanding issues are addressed and resolved; and
    - iv. Requires that following the completion of each internal monitoring, completed reviews are verified and a list of files reviewed is maintained.
  - e. CONTRACTOR shall follow their regular (day-to-day) internal review processes to support high standards of service provision and documentation. This shall include periodic file review and immediate correction of issues noted.
  - f. CONTRACTOR shall conduct a baseline analysis of client flow, program delivery, career planning strategies and tools, business process and service improvement once per program year. CONTRACTOR shall develop a policy and procedures to ensure client flow and program delivery are in place. CONTRACTOR shall provide a copy of their program delivery policy, procedures and all other documentation of the process followed and the results of the analysis to the COUNTY.
  - g. CONTRACTOR shall take corrective action measures within 15 days of notification as a result of findings identified through federal, state and county monitoring. Repeat and systemic findings identified in any federal, state and county compliance monitoring may result in a loss or reduction in funding and/or other sanctions issued by the COUNTY.
  - h. Case Files shall be maintained for every enrolled client. CONTRACTOR shall have a physical file and an electronic file (e.g. CalJOBS electronic file). At a minimum, youth participants physical and electronic case files shall include documentation of the following:
    - i. Program eligibility and determination of need;
    - ii. Client signature evidence of Equal Opportunity and programmatic grievance forms;

- iii. All source documents needed for validation (as referenced in applicable county Policies and State Directives and Information);
  - iv. All program and required CalJOBS forms;
  - v. Initial and/or Comprehensive Assessments, as applicable;
  - vi. Individual Employment Plan (IEP), including all updates of services provided, completed and signed by the youth participant;
  - vii. Completed resume for clients being enrolled into Individualized Career Services;
  - viii. Progress reports, time and attendance;
  - ix. Signed Employer or Worksite Agreement, timesheets, certificate, and other related documents for OJT or Transitional Jobs, Work Experience (WEX), as applicable;
  - x. Supportive Services documentation including youth participant signature of receipt; and
  - xi. Case management notes in CalJOBS showing provision of all substantial services provided.
- i. PII and information designated as sensitive (both hardcopy and electronic) relating to services received by WIOA clients including information regarding medical and/or substance abuse treatments shall be subject to federal, state and county privacy/confidentiality guidelines, which are incorporated herein by reference.
- j. CONTRACTOR shall develop and maintain Internal Policies and Procedures for all AJCC operations and administration. All Policies and Procedures shall be reviewed to ensure full compliance with the WIOA. CONTRACTOR shall provide a copy of all Policies and Procedures to the COUNTY upon request.
- k. 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.

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 may 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)  
WIOA Youth Services Provider**

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **2,206,536** (Annual contract amount for fiscal year 2023/2024, 2024/2025, or 2025/2025 shall not exceed \$735,512 for each fiscal year).
- 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 COUNTY. 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 may terminate and/or reduce funding of this Agreement in full or in part, at any time during the Agreement period.
- D. From the CONTRACTOR’S annual not-to-exceed contract amount of \$735,512, CONTRACTOR shall spend no less than the following amount in each program year on paid Work Experience. WIOA mandates that local areas spend at least 20% of their WIOA youth formula allocation on Work Experience (20 CFR Section 681.620)). These numbers are subject to change due to fluctuations in funding and/or changes in federal/state requirements.

<b>Fiscal Year</b>	<b>Total Annual Budget for Work Experience (with In-kind)*</b>	<b>Minimum Amount Required for Work Experience per Contract</b>
July 1, 2023 – June 30, 2024	\$297,667.38	\$262,267.00
July 1, 2024 – June 30, 2025	\$297,667.38	\$262,267.00
July 1, 2025 – June 30, 2026	\$297,667.38	\$262,267.00
<b>Total</b>	<b>\$899,002.14</b>	<b>\$786,801.00</b>

\*\$106,201.14 (per year) over the minimum requirement for paid work experience is being provided by CONTRACTOR as in-kind (at no cost to COUNTY).

- E. At least 75 percent of funds must be used to provide youth workforce investment activities for WIOA eligible out of school youth.
- F. 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, Operating Costs for Youth Program (**Attachment 1**). Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges, timesheets, 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** shall contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.

- G. By the 15<sup>th</sup> of each month, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an Operating Costs for Youth Program (**Attachment 1**) 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.
- H. 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.
- I. 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 youth. If CONTRACTOR spends less than the amounts budgeted for each year of this Agreement, COUNTY may recapture funds by May 31 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.
- J. 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.
- K. By May of each year, CONTRACTOR shall provide detailed report with information regarding the name of youth in work experience. Report must include: amounts obligated for work experience and supportive services per youth, payments made up to date for each youth, 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.
- L. CONTRACTOR is subjected to the Uniform Guidance and applicable provisions of the Federal Acquisition Requirements (FAR). 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.
- M. CONTRACTOR shall provide proposed in-kind and leverage resources listed in **EXHIBIT B-1** Line Item Budget and Narrative.
- N. 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.
- O. CONTRACTOR shall allow COUNTY and auditors access to the CONTRACTORS records and financial statements as necessary for the COUNTY to meet the requirements of CFR 200.332 Requirement for Pass-through Entities.



**EXHIBIT B-1  
Line Item Budget and Narrative**

Youth Career Services Program Operator  
Workforce Innovation and Opportunity Act

Organization: Goodwill Industries of Ventura and Santa Barbara Counties									
Contract Year:	PY 2022-2023			PY 2023-2024			PY 2024-2025		
I. OPERATING COSTS									
A. WAGES AND FRINGES	% Allocated to Contract	Base Salary	Total Cost to Contract	% Allocated to Contract	Salary	Total Cost to Contract	% Allocated to Contract	Salary	Total Cost to Contract
Position Title									
Youth Services Coordinator	100%	\$47,840.00	\$55,494.40	100%	\$47,840.00	\$55,494.40	100%	\$47,840.00	\$55,494.40
Youth Services Coordinator	100%	\$47,840.00	\$55,494.40	100%	\$47,840.00	\$55,494.40	100%	\$47,840.00	\$55,494.40
Youth Services Specialist	100%	\$45,760.00	\$53,081.60	100%	\$45,760.00	\$53,081.60	100%	\$45,760.00	\$53,081.60
Youth Services Specialist	100%	\$45,760.00	\$53,081.60	100%	\$45,760.00	\$53,081.60	100%	\$45,760.00	\$53,081.60
Administrative Assistant	100%	\$41,600.00	\$48,256.00	100%	\$41,600.00	\$48,256.00	100%	\$41,600.00	\$48,256.00
Administrative Assistant	100%	\$41,600.00	\$48,256.00	100%	\$41,600.00	\$48,256.00	100%	\$41,600.00	\$48,256.00
<b>Subtotal Wages &amp; Fringes</b>			<b>\$313,664.00</b>			<b>\$313,664.00</b>			<b>\$313,664.00</b>
B. OTHER OPERATING									
Advertising			\$2,000.00			\$2,000.00			\$2,000.00
Audit									
Copying/Printing			\$3,000.00			\$3,000.00			\$3,000.00
Dues/Membership									
Equipment Lease/Purchase/Maintenance									
Facilities Rent/Maintenance			\$62,180.62			\$62,180.62			\$62,180.62
Insurance									
Legal Fees									
Meeting Room Rental									
Misc. (License, Tax, Other Fees)									
Postage									
Publications									
Staff Development			\$10,000.00			\$10,000.00			\$10,000.00
Staff Travel			\$11,000.00			\$11,000.00			\$11,000.00
Supplies (Not Testing)			\$6,000.00			\$6,000.00			\$6,000.00
Telephone/Communication									
Utilities									
Other									
<b>Subtotal Other Operating</b>			<b>\$94,180.62</b>			<b>\$94,180.62</b>			<b>\$94,180.62</b>
<b>Subtotal Operating</b>			<b>\$407,844.62</b>			<b>\$407,844.62</b>			<b>\$407,844.62</b>
C. DIRECT JOB SEEKER COSTS									
Paid Work Experience			\$297,667.38			\$297,667.38			\$297,667.38
Other:									
Supportive Services			\$30,000.00			\$30,000.00			\$30,000.00
<b>Subtotal Direct Job Seeker Costs</b>			<b>\$327,667.38</b>			<b>\$327,667.38</b>			<b>\$327,667.38</b>
D. INDIRECT COSTS									
E. PROFIT									
			\$ -			\$ -			\$ -
<b>TOTAL BUDGET</b>			<b>\$735,512.00</b>			<b>\$735,512.00</b>			<b>\$735,512.00</b>

Goodwill for WIOA Youth Operator - 2023-2026

## Line Item Budget Narrative Youth Service Provider

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

### I. Operating Costs:

A. **WAGES AND FRINGE** – Includes wages and benefits of staff providing direct services. Fringe benefits include: Federal Insurance Contributions (FICA), Federal and State unemployment, medical (medical/dental/life insurance), workers' compensation, and pension for:

- i. 2 Full-Time Equivalent (FTE) Youth Services Coordinators at \$23.00 per hour or \$47,840.00 per year + 14% fringe for non-wage cost to include taxes, workers' compensation, and insurance.
- ii. 2 FTE Youth Services Specialists at \$22.00 per hour or \$45,760.00 per year + 14% fringe for non-wage cost to include taxes, workers' compensation, and insurance
- iii. 2 FTE Administrative Assistants at \$20.00 per hour or \$41,600.00 per year + 14% fringe for non- wage cost to include taxes, workers' compensation, and insurance.

### B. OTHER OPERATING

- i. Advertising: costs aimed at recruitment of youth and employers. Disallowable costs are identified under 2 CFR Part 200.421 and shall not include advertising costs for meetings/conventions and memorabilia.
- ii. Copying/Printing: This includes the cost of printing youth information/referral materials, recruitment flyers, as well as resumes/cover letters. Disallowable costs are identified under 2 CFR Part 200.421 and shall not include advertising costs for meetings/conventions and memorabilia.
- iii. Facilities Rent/Maintenance: Amounts charge to contract to cover CONTRACTOR's offices in Lompoc, Santa Barbara, and Santa Maria. This covers 500 square feet in Santa Maria, 400 square feet in Santa Barbara, and 2000 square feet in Lompoc. CONTRACTOR pays \$2.50 per square foot for 2,900 square feet per month for a monthly total of \$8,700.00 per month. The total is \$87,000.00 per year. CONTRACTOR will provide at no cost to contract (as in-kind) \$24,319.39 per year. .
- iv. Staff Development: Funds to be used towards staff development training which will include registration fees for industry conferences, such as California Workforce Association (CWA) and professional development training in-person and virtual seminars conducted by vetted industry recognized workforce development professionals. Professional development trainings charged to this Agreement, must be approved by COUNTY.
- v. 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.

- c. Mileage: Travel mileage is allowable for the staff who needs to travel throughout the region to meet with youth participants, partners, and businesses. Mileage reimbursement must be at the approved federal rate for mileage reimbursement. Mileage rates are subject to change for each calendar year.
- vi. Supplies (Not Testing): Estimated cost of office supplies to include toner and paper.

**C. DIRECT JOB SEEKER COSTS**

- i. Work Experience:
  - 1. This includes youth participants' wages and fringe benefits, and cost of subcontractor: Foundation for California Community Colleges, which provides employer-of-record services.
  - 2. Hourly Rate: Pursuant to WIOA section 181 (a)(1)(A) Individuals participating in a work experience opportunity 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. For individuals with skill sets that do not meet the standard occupational classification qualifications for the position, the wage can be set below the prevailing wage standards but youth participants shall earn no less than the California's minimum wage.
- ii. Supportive Services:
  - 1. Supportive Services – Supportive Services are financial-based or physical accommodations that are reasonable and necessary for a youth participants to participate in authorized activities. Documentation of need will be documented and case noted in CalJOBS and will be tied to an activity that supports a youth participant's goals. Supportive Services are provided to assist youth participants with the cost of transportation, school supplies and materials, work appropriate attire, uniforms, etc. to ensure goal attainment. CONTRACTOR will provide at no cost to contract an additional \$200.00 per youth participant or \$30,000.00 per year of additional supportive services funds.

- D. INDIRECT COST:** CONTRACTOR is not requesting any indirect cost reimbursements. Any indirect cost will be provided as in-kind, at no cost to contract.

## 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

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maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or 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 SBCWDB 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 SBCWDB.
- 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 SBCWDB, 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 files 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 files 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 SBCWDB'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. Youth 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 (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)		17.259
iv. Federal Award Date		07/01/23
v. Subaward Period of Performance	Start Date	07/01/23
	End Date	06/30/26
vi. Amount of Federal Funds Obligated by this action		\$ 2,206,536.00
vii. Total Amt of Federal Funds Obligated to subrecipient		\$ 2,206,536.00
viii. Total Amount of the Federal Award		
ix. Federal award project description*		WIOA Youth Service Provider
x. Name of Federal awarding agency.		Department of Labor
Pass through entity.		EDD/WDB
And contact information for awarding official		
xi. CFDA	Number	17.259
	Name	WIOA Youth Formula
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)



## **Attachment 2 Key Terms and Definitions**

This Attachment contains definitions to terms used in the Agreement.

1. **Adult Education:** Academic instruction and education services below the postsecondary level that increases an individual's ability to read, write, and speak in English, and perform mathematics or other activities necessary for the attainment of a secondary school diploma or its recognized equivalent, transition to postsecondary education and training, and obtain employment as defined in WIOA Section 203.
2. **Alternative School:** An alternative school is a type of school designed to achieve grade-level (K-12) standards and meet student needs as set forth in Education Code Section 58500. Examples of alternative schools include, but are not limited to, continuation, magnet, and charter schools. If the youth participant is attending an alternative school at the time of enrollment, the youth participant is considered to be in-school.
3. **Attending School:** An individual is considered to be attending school if the individual is enrolled in secondary or postsecondary school. If a youth participant is between high school graduation and postsecondary education, the youth participant is considered an In-School (IS) youth if they are registered for postsecondary education, even if they have not yet begun postsecondary classes. However, if the youth participant registers for postsecondary education, but does not follow through with attending classes, the youth participant is considered Out-of-School (OS) youth participant if the eligibility determination is made after youth participant decided not to attend postsecondary education. Youth participant on summer break are considered IS youth participant if they are enrolled to continue school in the fall.
4. **Basic Skills Deficient:**

A youth participant who meets any one of the following categories:

- 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 have limited English skills through staff-documented observations.
  - E. Other objective criteria determined to be appropriate by the COUNTY and documented in its required policy.
5. **Employment Services:** Preparation services for unsubsidized employment opportunities, and in appropriate cases, effective connections to employers, including those in the designated industry sectors. Employment Services to youth participant shall include:
    - A. Job readiness services including:
      - i. Instruction on interviewing skills;
      - ii. Career exploration which shall provide youth participants information about in-demand industry sectors and occupations, and postsecondary education opportunities; and
      - iii. Assistance in completing a job application.
    - B. Provide job placement services including:
      - i. Providing hands-on guidance drafting a cover letter, filling out a job application, and updating or targeting resume for position;

- ii. Provide job interview coaching, which shall include providing hands-on preparation for interviews, review commonly asked questions in an interview and information about proper interview attire; and
  - iii. Other necessary job placement related topics.
  
6. **Follow-up Services:** Contact with youth participants after exit from program to improve individual outcomes and program performance. Youth participants shall be contacted at least three times per quarter for one year after exit from program.
  
7. **Literacy Program:** Programs that help youth participants obtain the basic skills such as reading, writing, math, English language proficiency and problem-solving skills.
  
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.), 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 participants (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. **Not Attending School:** An individual who is not attending a secondary or postsecondary school. In addition, individuals enrolled in the following programs would be considered an OS youth participant for eligibility purposes:
  - A. WIOA Title II Adult Education, YouthBuild, Job Corps, high school equivalency program, or dropout re-engagement programs.
    - i. A youth participant attending a high school equivalency program funded by the public K-12 school system who is classified by the school system as still enrolled in school are the exception; the youth participant would be considered an IS youth participant (20 CFR Section 681.230).
  
10. **Previous Assessments:** WIOA allows the use of Previous Assessments for determining appropriate career and training services for youth participants.
  
11. **Postsecondary School:** California community colleges and accredited public and private universities (Education Code Section 66010).

**12. 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

**13. School:** Any secondary or postsecondary school (20 CFR Section 681.230). These include, but are not limited to, traditional K-12 public schools and private schools (e.g., continuation, magnet, charter, and home).

**14. School Dropout:** An individual who is no longer attending any school and has not received a secondary school diploma or its recognized equivalent. This term does not include individuals who dropped out of postsecondary school.

**15. Secondary School:** A nonprofit institutional day or resident school, including a public secondary charter school, that provides secondary education, as determined under state law, except that the term does not include any education beyond grade 12 (20 U.S.C. Section 1401[27]).

**16. Supportive Services:** Services necessary to enable a WIOA program customer to participate in activities authorized under WIOA. Examples include:

- A. Child care and dependent care for dependents of customer;
- B. Clothing adequate to allow customer to wear appropriate work attire while participating in WIOA activities and during job interviews;
- C. Housing assistance, including assistance paying for rent.
- D. Transportation for commuting to and from WIOA activities such as public transportation fare, carpool arrangement or gas for personal auto;
- E. Department of Motor Vehicle’s fees for Driver License or California ID required for employment or education related activities.
- F. Other, including, but not limited to: uniforms or work-related tools, eye glasses and protective eye gear which may be needed for participating in WIOA activities and/or employment, materials for individuals with disabilities, meals, and needs related payments.

**17. 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 youth participants only, on the basis of citizenship status or participation in a WIOA Title I-financially assisted program or activity.

**18. Offender:** An adult or juvenile subject to any stage of the criminal justice process or an adult or juvenile who requires assistance in overcoming barriers to employment resulting from a record of arrest or convictions or for whom services under WIOA may be beneficial (WIOA Section 3[38]).

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

**WIOA Youth Services Provider Santa Barbara County**  
Department of Social Services

***First Amendment***

This is a *First Amendment* (*First 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 11, 2023, COUNTY approved the Agreement for Services with Independent Contractor, number BC#23-071, (Agreement) with CONTRACTOR for the provision of Workforce Innovation and Opportunity Act (WIOA) Youth Services Provider; and

**WHEREAS**, the parties now desire to amend the Agreement to adjust the Line Item Budget.

**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. **EXHIBIT B-1, Line Item Budget and Narrative**, is amended as attached.

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

## EXHIBIT B-1 Line Item Budget and Narrative

Youth Career Services Program Operator Workforce Innovation and Opportunity Act									
Organization:	Goodwill Industries of Ventura and Santa Barbara Counties								
Contract Year:	PY 2023-2024			PY 2024-2025			PY 2025-2026		
<b>I. OPERATING COSTS</b>									
<b>A. WAGES AND FRINGES</b>	<b>% Allocated to Contract</b>	<b>Base Salary</b>	<b>Total Cost to Contract</b>	<b>% Allocated to Contract</b>	<b>Salary</b>	<b>Total Cost to Contract</b>	<b>% Allocated to Contract</b>	<b>Salary</b>	<b>Total Cost to Contract</b>
Position Title									
Youth Services Coordinator	100%	\$47,840.00	\$55,494.40	100%	\$47,840.00	\$55,494.40	100%	\$47,840.00	\$55,494.40
Youth Services Coordinator	100%	\$47,840.00	\$55,494.40	100%	\$47,840.00	\$55,494.40	100%	\$47,840.00	\$55,494.40
Youth Services Specialist	100%	\$45,760.00	\$53,081.60	100%	\$45,760.00	\$53,081.60	100%	\$45,760.00	\$53,081.60
Youth Services Specialist	100%	\$45,760.00	\$53,081.60	100%	\$45,760.00	\$53,081.60	100%	\$45,760.00	\$53,081.60
Administrative Assistant	100%	\$41,600.00	\$48,256.00	100%	\$41,600.00	\$48,256.00	100%	\$41,600.00	\$48,256.00
Administrative Assistant	100%	\$41,600.00	\$48,256.00	100%	\$41,600.00	\$48,256.00	100%	\$41,600.00	\$48,256.00
<b>Subtotal Wages &amp; Fringes</b>			\$313,664.00			\$313,664.00			\$313,664.00
<b>B. OTHER OPERATING</b>									
Advertising			\$2,000.00			\$2,000.00			\$2,000.00
Audit									
Copying/Printing			\$3,000.00			\$3,000.00			\$3,000.00
Dues/Membership									
Equipment Lease/Purchase/Maintenance									
Facilities Rent/Maintenance			\$62,180.62			\$62,180.62			\$62,180.62
Insurance									
Legal Fees									
Meeting Room Rental									
Misc. (License, Tax, Other Fees)									
Postage									
Publications									
Staff Development			\$10,000.00			\$10,000.00			\$10,000.00
Staff Travel			\$11,000.00			\$11,000.00			\$11,000.00
Supplies (Not Testing)			\$6,000.00			\$6,000.00			\$6,000.00
Telephone/Communication									
Utilities									
Other									
<b>Subtotal Other Operating</b>			\$94,180.62			\$94,180.62			\$94,180.62
<b>Subtotal Operating</b>			\$407,844.62			\$407,844.62			\$407,844.62
<b>C. DIRECT JOB SEEKER COSTS</b>									
Paid Work Experience			\$297,667.38			\$297,667.38			\$297,667.38
Other:									
Supportive Services			\$30,000.00			\$30,000.00			\$30,000.00
<b>Subtotal Direct Job Seeker Costs</b>			\$327,667.38			\$327,667.38			\$327,667.38
<b>D. INDIRECT COSTS</b>									
<b>E. PROFIT</b>			\$ -			\$ -			\$ -
<b>TOTAL BUDGET</b>			\$735,512.00			\$735,512.00			\$735,512.00

//  
//

First 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 First Amendment to the Agreement to be effective on the date executed by COUNTY.

**RECOMMENDED FOR APPROVAL:**

Social Services

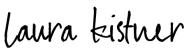
**CONTRACTOR:**

Goodwill Industries of Ventura and Santa Barbara Counties

By:   
DocuSigned by:  
11A5E47EB26A45A...  
Department Head

Name: Daniel Nielson

Title: Director

By:   
DocuSigned by:  
BF47B903E7404D0...  
Authorized Representative

Name: Laura Kistner

Title: Sr. Director of Workforce Services