

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

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

1. **DESIGNATED REPRESENTATIVE.** Clarissa Morris at phone number (805) 681-4784 is the representative of County and will administer this Agreement for and on behalf of County. Carolyn Contreras at phone number (805) 964-8857 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

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

To County: Raymond McDonald, Executive WIB Director, 234 Camino Del Remedio,
Santa Barbara, CA 93110

To Contractor: Carolyn Contreras, Family and Youth Services Director, 5638 Hollister
Avenue, Suite 230, Goleta, CA 93117

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

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

4. **TERM.** Contractor shall commence performance on June 19, 2012 and end performance upon completion, but no later than July 31, 2013 unless otherwise directed by County or unless earlier terminated. The County at the end of the original agreement term has an option to renegotiate two (2) additional one (1) year renewals, without re-bidding. A renewal determination will be contingent upon the satisfactory achievement of agreed upon performance measures and availability of funding.

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

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

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

of whatsoever nature, which Contractor delivers to County pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Contractor shall correct or revise any errors or omissions, at County's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation.

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

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

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

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

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of County. County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **RECORDS, AUDIT, AND REVIEW.** Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. 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 accordance with Federal Government Accounting Standards, Contractor will only seek reimbursement from County for expenses that are allowable under the provisions of the specific Federal cost principles appropriate to their entity: OMB A-21 (Educational Institutions), OMB A-87 (State, Local, or Indian Tribe Governments), OMB A-122 (Non-Profit Organizations), 45 CFR part 74 Appendix E (Hospitals), and Federal Acquisition Regulation (FAR) at 48 CFR part 31 (commercial organizations and non-profit organizations listed in Attachment C to Circular A-122).

Additionally, Contractor is required to comply with all requirements and responsibilities in Circular A-133 *Audits of State, Local Governments, and Non-Profit Organizations* from the Office of Management & Budget (OMB A-133), as applicable to their specific entity and expenditures of federal funds. Such requirements and responsibilities that may apply to the Contractor include Single Audits, program-specific audits, and/or pass-through entity responsibilities including identifying and monitoring sub recipients and vendors, as defined within OMB A-133. Contractor will substantiate to County annual compliance with those portions of OMB A-133 which apply to the Contractor.

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

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

15. **NONEXCLUSIVE AGREEMENT.** Contractor understands that this is not an exclusive Agreement and that County shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Contractor as the County desires.

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

17. **TERMINATION.**

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

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

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

2. 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 this Agreement by written notice, which shall be effective upon receipt by Contractor.

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.

1. For Convenience. Contractor for any reason may, prior to expiration date of this contract, may terminate the contract upon ninety (90) days notice in writing to the County.

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

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

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

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

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

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

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

25. **COMPLIANCE WITH LAW.** Contractor shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County 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.

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

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

28. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity (ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law

in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

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

30. **NONAPPROPRIATION CLAUSE.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state, or County governments, or funds are not otherwise available for payments in 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.

In the event that funds have been appropriated or budgeted, Contractor understands that monies paid to Contractor by County are derived from federal, state, or local sources, including local taxes, and are subject to curtailment, reduction, or cancellation by government agencies or sources beyond the control of County. County shall have the right to terminate this agreement in the event that such curtailment, reduction, or cancellation occurs.

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

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

COUNTY OF SANTA BARBARA

By: _____
DOREEN FARR, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

By: _____
Deputy

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

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

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGEMENT

By: _____
Risk Manager

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

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

CONTRACTOR: Community Action Commission of Santa Barbara County

By: _____

Date: _____

EXHIBIT A

STATEMENT OF WORK

I. PURPOSE

The main focus of the youth program under the Workforce Investment Act (WIA) is on long-term academic and occupational learning opportunities. A goal is to increase employment, job retention and earnings by developing the work/career potential of youth. The purpose of this Agreement is for the Contractor to provide county-wide WIA Follow-Up services to low income eligible youth between the ages of 14-21. The types of services provided and the duration of services must be determined based on the needs of the individual. The Contractor will be expected to serve an average of 105 youth monthly.

II. PROGRAM SERVICE

The Department of Labor (DOL) has identified follow-up services as a required program element that must be made available to all WIA youth for a minimum duration of twelve (12) months after exit of the program. Follow-up services and activities include support to participants in reaching their desired program outcomes, such as, secondary school completion, employment, employment retention, a higher wage job, obtaining a credential or retention in postsecondary education.

The Contractor will provide the following follow-up services, as necessary:

- A. *Support services* – may include assistance in accessing and using low-cost transportation; bus passes; referrals to service providers as appropriate to participant's individual needs, including but not limited to food, clothing, and school supplies; assisting youth in completing documentation needed for educational and employment opportunities, such as Free Application for Federal Student Aid (FAFSA), job applications, scholarship applications, and college/vocational registration.

Other examples of supportive services:

- Linkages to community services;
 - Referrals with child care and dependent care costs;
 - Referrals with housing costs; and
 - Referrals to medical services.
- B. *Adult mentoring* – may include individual and group meetings to discuss educational or career options with participants; career days offered once a quarter in one of the three primary communities of Santa Maria, Lompoc and Santa Barbara; and adult mentors and role models from various fields to educate participants on what is expected in the workforce.
 - C. *Leadership development opportunities* – may include activities such as career days and community involvement; participation in the WIB Youth Council (participants will be actively recruited and transported to the WIB Youth Council meetings); invitation to participate in the Kids Network Youth Impact Awards, Youth Corps Career Day and Service Club scholarships.
 - D. *Regular contact with youth and youth's employer including assistance with work-related problems* – will include direct contact with each participant either at home, school, employment location, and/or by phone at a minimum of once every ninety days and/or as needed; may include indirect contact with the participants' teachers, employers, and parents;

communication with the participant and the participant's employer to help retain employment; may include clothing for job interviews; and may include updated information regarding work related activity to better assist with issues that may arise on the job.

- E. *Assistance with securing better paying jobs, career development and further education* – as needed may include job shadowing and use of career preference resource; guidance to One-Stop Centers; once a quarter career day during which representatives of varied professions speak to and meet with youth; develop work readiness and employability skills through activities such as mock interviews, role playing and education on proper attire for the work environment; arranging community volunteer work experiences with organizations such as city and county Parks and Recreation and the Museum of Flight and in community events and activities such as Toys for Tots and Mussel Senior Center luncheons; positive motivation for obtaining high school diploma or General Education Diploma; tutoring, study skills, and drop out prevention strategies; and post secondary education field trips to engage youth to begin or to continue a higher education path including two visits to local colleges annually, either Santa Barbara City College or Allan Hancock College and to the University of California Santa Barbara.
- F. *Work related peer support group* – may include job retention and work readiness workshops addressing such topics as resume building, career exploration, peer-centered activities, peer mentoring and tutoring conducted on or by October 2012, January, April and July 2013.
- G. *Tracking progress of youth in employment after training* – may include developing relationships, communication, and trust with the participants and with their parents, teachers, employers, family members, and Probation allowing for successful tracking of the participant's progress in employment after training; maintaining all required file documentation, including Individual Service Strategy (ISS), action plan, case management notes, eligibility, assessments, enrollment in activities, job placement, job retention, case management, supportive services, and accomplishments.

The follow-up activities may also include, but not limited to:

- Use of technology to explore web sites and facilitate communication;
- Community and service learning;
- Training in decision-making, including determining priorities;
- Citizenship training and life skills training such as parenting, work behavior training, and budgeting of resources.

III. DUTIES AND RESPONSIBILITIES

The Contractor shall:

- A. Utilize Interlink to complete electronic forms required by the Employment Development Department (EDD).
- B. Provide follow-up services.
- C. As needed, assist the County to track and report WIA required performance measures.

IV. WIA YOUTH FOLLOW-UP SERVICES TRANSITION PLAN

The County WIB will be responsible for providing the following program elements: Orientation; Referral Information; Determination of Eligibility; Assessments; and Development of a Comprehensive Individual Service Strategy on each eligible youth participant before transitioning the youth participants to the Contractor for the follow-up services as identified above.

The County WIB will provide the Contractor with case files of current youth participants for follow-up services upon commencement of Agreement. In future months, as the youth exit the program case files will be provided to the Contractor on a flow basis.

The County WIB will provide all relevant case information and case files to the Contractor which will include, but not limited to the following:

- Original objective assessment results.
- Current ISS, showing the youth's long-term and short-term employment and education goals, history of participation in WIA youth program activities, and outcomes of those activities.
- Updated Interlink profile.
- Release of information.
- Measures obtained.
- Tracking sheet of determination of follow-up stage (1st, 2nd, 3rd, and 4th quarter).

The WIB shall inform the youth participants of the Contractor who will be providing the follow-up services.

- Each youth shall be given the case manager name, office location and address, and an appointment for an initial meeting. A telephone call to the Contractor case manager by the WIB case manager shall be made in advance to coordinate the transition of participants.
- Contractor may provide home visits and transportation for each individual as needed, with prior WIB approval.

The Contractor will review all youth case files and Interlink within 30 days or less after being received to:

- Ensure contact information is present.
- Review all case notes.
- Ensure documentation exists in support of WIA Youth Performance Measures and that all documentation is in compliance with WIA regulations.

The Contractor will provide ongoing support to youth which will include, but not limited to the following:

- Determine the intensity and type of individualized follow-up services needed, based on the measures obtained and individual barriers, prior to meeting with youth.
- Immediately upon receipt of case files maintain updated information in case files as well as in Interlink.

V. PERFORMANCE MEASURES

- 100% of participants will be contacted either at home, school, employment location, and/or by phone at a minimum of once every ninety (90) days.
- 100% participant contact information will be updated in Interlink System at a minimum of once every ninety (90) days.

VI. PROGRAM AND FISCAL REVIEWS/AUDITS

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

Contractor will provide leadership and coordination in conducting contract compliance program audits including periodic onsite reviews.

REVIEWS AND AUDITS: Pursuant to the schedule of work described in this EXHIBIT A. Contractor will be subject to program and fiscal monitoring reviews, and to single audit regulations, as both a sub recipient of WIA funds, and as a pass-through entity of WIA funds to its own subcontractors.

OMB CIRCULAR A-133 SINGLE AUDITS: Federal awards expended as a recipient or sub recipients are subject to audit under OMB Circular A-133. The payments received for goods or services provided as a vendor are not considered Federal awards. Contractor will be responsible for annually determining whether its subcontractors are sub recipients or vendors per OMB Circular A-133 requirements.

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

- Contractor:
 - If the Contractor is required under OMB Circular A-133 to obtain a single audit and/or program specific audits, the Contractor, within 60 days of the opinion date, will provide County with copies of any and all such audits reports, and any findings, resulting from such audits.
 - If the Contractor is not required under OMB Circular A-133 to obtain a single audit, Contractor will obtain annually an audit of the Contractor's financial statements in compliance with Generally Accepted Auditing Standards, and within 60 days of the opinion date, will provide the County with a complete copy of the audited financial statements, audit opinion, and any findings resulting from the audit.

Contractor, within 10 days of receiving any and all audit reports and any and all findings resulting from such audits, single or otherwise, will forward copies of said reports and findings to the County. Contractor will also be responsible, as a pass-through entity of federal funds, to determine whether any audit findings of its subcontractors relate to its WIA contract with Contractor, and therefore require Contractor to report and follow up on said findings, pursuant to OMB Circular A-133, WIA, Federal, and State regulations.

VII. REPORTING

Develop and implement monitoring and reporting systems to measure the effectiveness of agency contract compliance programs within the first ninety (90) days of the contract. A comprehensive monthly staff time and program activity log will be maintained and submitted by the Contractor with its monthly invoices to the County of Santa Barbara. The Program Activity Log shall document, the follow-up services provided and by whom and when. It shall also document the results of the follow-up services.

VIII. CONDITIONS FOR RENEWAL

The County, prior to the end of the original contract term, has the option to negotiate two (2) additional one (1) year renewals, without re-bidding. The terms of the renewal will be subject to renegotiation based on the most recent demographic data, actual expenditures, and funding information available, and will require Workforce Investment Board and Board of Supervisors approval.

IX. GENERAL PROVISIONS

- A. Modification of Services - Contractor shall obtain the expressed written consent from the County for any variation in the provision of services described in this Agreement. Approval for such modification of services will not require further Board of Supervisors approval if it is to provide additional services within WIA criteria for youth employment services and within the approved budget. All modification requests must be presented prior to any changes being made.
- B. Budget - Contractor shall obtain the expressed written consent from the County for any variation in the line item amounts detailed in Attachment B-1 of this Agreement. Reasonable and necessary changes will be considered, but in no event will the overall budget amount be exceeded without a formal amendment to the contract. Budget revision requests will be reviewed quarterly only and must be presented prior to incurring any expense or risk potential disallowed costs. Budget revision requests must be received prior to start of new quarter.
- C. Contractor will obtain prior written approval from County, prior to purchasing any furniture, equipment, EDP hardware or software funded through this contract. Contractor will return to County upon expiration or termination of this contract all furniture, equipment, EDP hardware or software purchased or provided to Contractor under this contract.
- D. The WIB shall enforce contract compliance for the purpose of maximizing financial and operational performance and minimizing risk. The WIB shall review the agency contract compliance programs, plans, reports and procedures to ensure consistency with the WIB, County of Santa Barbara, State of California contract performance standards and policies.

EXHIBIT B
PAYMENT ARRANGEMENTS
Periodic Compensation

- A. For Contractor services to be rendered under this contract, Contractor shall be reimbursed for Contractor's cash outlays during the term of this Agreement. Cost reimbursements are not to exceed \$126,060.

In accordance with the Approval directions from the WIB, and in recognition that this is the first time the County has contracted for Youth Follow-Up services WIB Staff will review, not later than September 30, 2012, the activities provided and staff time utilized by the Contractor. The results of this review will be used as the bases for any amendments to the Agreement, fine-tuning the Scope of Services, staffing levels, and budget.

- B. Payment for services and /or reimbursement of costs shall be made upon Contractor's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by County. Payment for services and/or reimbursement of costs shall be based upon the cash outlays budgeted in **Exhibit B1**. Invoices submitted for payment that are based upon **Exhibit B1** must contain sufficient detail, and include all appropriate supporting documentation including, but not limited to those specified below, to demonstrate the costs invoiced comply with the Federal and State regulations applicable to the entity incurring the costs.

- **SUBMITTED DOCUMENTATION:** Contractor shall submit invoices with sufficient documentation to demonstrate the costs Contractor is requesting reimbursement for are compliant with the Federal and State regulations applicable to the entity who incurred the costs.
- **APPLICABLE COST PRINCIPLES:** Contractor will be held responsible by County, Federal and State officials for only submitting costs for reimbursement that comply with applicable WIA, Federal, and State regulations. Entities incurring the cost for a Federal grant / contract are held to the Federal cost principle applicable for their entity:

For nonprofit organizations, the applicable requirements are at Title 29 CFR Part 95. For governmental units, the applicable requirements are at Title 29 CFR Part 97. Contractor must also comply with federal regulations pursuant to Section 667.200 which further identifies applicable federal regulations and OMB circulars regarding allowable costs for various types of organizations.

- Allowable costs for institutions of higher education must be determined under 2 CFR, Part 220 (relocated from OMB Circular A-21).
 - Allowable costs for State, local, and Indian tribal governments must be determined under 2 CFR, Part 225 (relocated from OMB Circular A-87).
 - Allowable costs for nonprofit organizations must be determined under 2 CFR, Part 230 (relocated from OMB Circular A-122).
- **INDIRECT COST &/OR BENEFIT RATES:** As set forth in Attachment B, herein, County will only reimburse for indirect costs, and/or labor benefits, calculated by applying a federally negotiated indirect cost and/or benefit rates against the federally approved cost base. Contractor and its subcontractors who have and are applying such rates, will supply County with copies of the rate negotiation letter(s) in effect as of the date of this contract.
 - Contractor, and each subcontractor who invoices Contractor for indirect costs and/or labor benefits under a negotiated indirect cost/benefit rate, will provide to County by the beginning

of the contract copies of the rate negotiation plan submitted to the applicable cognizant agency (ies) responsible for approving the rates. The rate negotiation plan submitted to County will include a detailed listing of all costs included in the indirect, benefit, and direct, fundraising, and unallowed pools.

- County will reimburse for indirect costs and/or benefits based on Contractor applying the Provisional Rates issued by the Federal cognizant agency(ies) for the periods of this contract against the base(s) defined by the cognizant agency(ies), until the cognizant agency(ies) of the Contractor, and/or its subcontractors, issue Final Rates for the periods of this contract.
- When Final Rates are received by the Contractor and/or its subcontractors, Contractor will forward copies to County. Contractor will obtain copies of the new rate negotiation letters of its subcontractors within 10 days of the rate negotiation letter date. Contractor will forward to County all copies of Contractor's updated rate negotiation letters, as well as those of its subrecipients, within 10 days of receiving said letters.
- Contractor is responsible for timely reimbursing County for excess indirect costs and/or benefits that arise from the variance between the Final Rate(s) and the Provisional Rate(s) issued by the respective cognizant agency (ies). Within the same 10 days discussed above Contractor will retroactively apply the Final Rates received by Contractor and/or its sub-recipients for all months Contractor invoiced said costs to County for the period of the Final Rate. Should the Final Rate(s) be lower than the Provisional Rate(s), Contractor will include with the reconciliation a reimbursement for any excess indirect costs and/or benefits that arises from the variance between the Final Rate(s) and the Provisional Rate(s). Should the Final Rate(s) exceed the Provisional Rate(s), reimbursement by County to Contractor will be subject to the availability of WIA funds for the period in question.
- **DOCUMENTATION:** Contractor will be held responsible by County, Federal, and State officials for documenting that all costs and allocations submitted by Contractor comply with applicable Federal, State regulations. County will determine what documentation Contractor will be required to be included with each monthly invoice.

Under this Agreement, Contractor is compensated as a X Sub recipient Vendor, pursuant to guidance provided by United States Office of Management and Budget Circular A-133 (OMB A-133).

- C. Monthly, Contractor shall submit to the County DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. County REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Exhibit B1**, and if the documentation requirements indicated above substantiates the allow ability of the costs, shall initiate payment processing. County shall pay invoices or claims for satisfactory work within 30 days of presentation.
- D. Workforce Investment Act (WIA) invoices will be paid in conjunction with the County's monthly cash draw from the State. Should Contractor miss the 25th of the month deadline and/or not present a satisfactory invoice and/or backup, Contractor payment will be processed with the next month's cash draw-NO EXCEPTIONS. Additionally, should Contractor be out of compliance with the program or fiscal requirements including MIS paperwork and reporting, then corrective action will be taken which may include a recapture of funds. A history or pattern of non-compliance may lead to contract termination.
- E. 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.

**EXHIBIT B-1
LINE ITEM BUDGET**

Budget by Expense Category

WIA Youth Follow-Up 2012-2013

ENTITY: Community Action Commission of Santa Barbara		2012-2013		Total Award	
		Budget	% of contract	Budget	% of contract
A. SALARIES & EMPLOYEE BENEFITS					
1.	Total Salaries (Complete List on Positions Tab)	73,488	58%	73,488	58%
2.	Total Employee Benefits	26,456	21%	26,456	21%
Total Salaries & Employee Benefits		99,944	79%	99,944	79%
B. DIRECT SERVICES & SUPPLIES					
1. Direct Contracted / Consulted Operational Svcs					
1.	Office Supplies	-	0%	-	0%
2.	Telephone / Communications	-	0%	-	0%
3.	Other--Describe	-	0%	-	0%
Subtotal		-	0%	-	0%
2. Operational Services & Supplies					
1.	Office Supplies	560	0%	560	0%
2.	Telephone / Communications	1,050	1%	1,050	1%
3.	Administrative Mileage / Travel	7,150	6%	7,150	6%
4.	Administrative Conferences / Training	-	0%	-	0%
5.	Other--Rent, insurance, supplies, equipment	2,380	2%	2,380	2%
Subtotal		11,140	9%	11,140	9%
3. Client Services & Supplies					
1.	Supportive Services	3,800	3%	3,800	3%
2.	Client Mileage / Travel	1,300	1%	1,300	1%
3.	Other--certificates	-	0%	-	0%
Subtotal		5,100	4%	5,100	4%
Total Direct Services & Supplies		16,240	13%	16,240	13%
TOTAL DIRECT EXPENSES		116,184	92%	116,184	92%
C. INDIRECT EXPENSES					
1.	Indirect Costs (calculated using rate)	9,876	8%	9,876	8%
2.	Indirect Cost Rate (Replace the 5% entered with below with your rate. Enter as a decimal. Example: for 8% enter .08)				
	8.5% Rate for 2012-13				
TOTAL AWARD		126,060	100%	126,060	100%

**EXHIBIT B-1
LINE ITEM BUDGET**

Entity:

Community Action Commission

Position Duties

WIA Youth Follow-Up 2012 - 2013

	Title	Name	Annual Salary or Hourly Rate of Pay	Duties for This Contract	Other Duties Within Your Company
1	Program Manager	Joyce Ruiz	\$ 59,698.00	Responsible for planninbg, directing, organizing & managing the program.	Same/10% WIA
2	Case Manager	Gloria Lopez	\$ 18.05	Responsible for case management of clients to achieve the goals, objectives and work plan according to established program standards and policies and procedures, client assessment, monitoring of client progress and community referrals.	Same/75% WIA
3	Case Manager	Elisa Pardo Maldonado	\$ 16.85	Responsible for case management of clients to achieve the goals, objectives and work plan according to established program standards and policies and procedures, client assessment, monitoring of client progress and community referrals.	Same/100% WIA
4		Carolyn Contreas	\$ 101,484.00	Will coordinate the proeject and have overall responsibilities of oversite of the project.	Same/1% WIA
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ATTACHMENT B TERMS AND DEFINITIONS

Reviews & Audits

- **As Subrecipient of WIA Funds**, Contractor will be subject to monitoring reviews and audits that cover all program and fiscal terms and conditions of the contract by County, Federal, and State officials, per applicable WIA, Federal, and State regulations and requirements, during the fiscal and program year that funds are allocated. Confidential Quality Assurance surveys may be mailed to randomly selected consumers for program review/renewal purposes. Contractor will be responsible for performing corrective action plans that arise from said program and fiscal reviews.
- **As Pass-Through Entity of WIA Funds to Subcontractors**, Contractor will be required by WIA, Federal, and State regulations to perform annual program and fiscal monitoring reviews of its subcontractors during the fiscal and program year that funds are allocated. Subcontractors subject to program and fiscal monitoring reviews include both (a) subcontractors meeting the definition of sub recipient as defined in OMB Circular A-133; and (b) subcontractors meeting the definition of vendor where the vendor transactions are structured such that the vendor is responsible for program compliance.

In addition, for any of its subcontractors for which audits are required, Contractor will be required by WIA, Federal, and State regulations to adopt written audit resolution procedures set forth in EDD WIA Directive WIAD05-17.

OMB Circular A-133

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

OMB Circular A-133 defines terms as follows:

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

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

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

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

Compensation of Contractor

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

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

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

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

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

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

Indirect Cost &/or Benefit Rates

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

the basis for the review and negotiation leading to the establishment of an organization's indirect cost rate.

Examples of documentation for Indirect Cost &/or Benefit Rates

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

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS For contracts REQUIRING professional liability insurance

INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

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

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

Indemnification pertaining to Professional Services:

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

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

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

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

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

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

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

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

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

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

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

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County

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

EXHIBIT D

General Provisions and Standards of Conduct

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

1. Compliance –
 - a. Contractor will comply with the requirements of the Workforce Investment Act (Act) and with all related amendments, regulations, policies, and procedures promulgated there under including Section 306 of the Clean Air Act and Section 508 of the Clean Water Act.
 - b. Contractor further assures and certifies that if the regulations, policies, and procedures pursuant to the Workforce Investment Act, Clean Air Act, or Clean Water Act are amended or revised, Contractor shall comply with them.
 - c. Contractor will also certify its compliance with the Americans with Disabilities Act of 1990.
 - d. County may avail itself of any or all administrative, contractual or legal remedies for violation of this Agreement.
 - e. Contractor shall observe all applicable federal regulations relating to copyrights and patents in the performance of this Agreement. [29 CFR 97.34 & 97.36 (i) (9)] [29 CFR 97.36 (i) (8)]
 - f. County, the State of California and the U.S. Department of Labor shall have access to all data derived from the activities conducted under this Agreement.
 - g. Contractor further agrees to comply with all applicable federal, state, and county requirements for the submission and provision of information for all audit reports relating to this Agreement.
 - h. Contractor will ensure diligence in managing programs under this agreement including performing appropriate monitoring activities and taking prompt corrective action against known violations of the WIA.
 - i. Contractor shall act in accordance with Title VI of the Civil Rights Act of 1964, and provisions of WIA Section 188 and compliance with Equal Employment Opportunity provision in Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented by the requirements of 41 CFR Part 60.
 - j. County, the State of California and the U.S. Department of Labor and any of their authorized representatives shall have access to any books, records, papers, or other pertinent documents for the purpose of auditing or monitoring. [29 CFR 97.36 (i) (10)]
2. Certification - Except as otherwise indicated, the following certifications apply to all Contractors.
 - a. *Corporate Registration*: The Contractor, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.
 - b. *Sectarian Activities*: The Contractor certifies that this agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
 - c. *National Labor Relations Board*: The Contractor (if not a public entity), by signing this agreement, does swear under penalty of perjury, that no more that one final unappeasable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of Contractor failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

- d. *Prior Findings:* Contractor, by signing this agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous contract or grant with the Department of Labor (DOL) or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
- e. *Drug-Free Workplace Certification:* By signing this sub grant/contract, the Contractor hereby certifies under penalty of perjury under the laws of the State of California that the Contractor or contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq. and 29 CFR Part 98) and will provide a drug-free workplace by taking the following actions:
1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8350(a).
 2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - ~ The dangers of drug abuse in the workplace;
 - ~ The person's or organization's policy of maintaining a drug-free workplace;
 - ~ Any available counseling, rehabilitation and employee assistance programs; and,
 - ~ Penalties that may be imposed upon employees for drug abuse violations.
 3. Provide, as required by Government Code Section 8355 (c), that every employee who works on the proposed contract:
 - ~ Will receive a copy of the company's drug-free policy statement; and,
 - ~ Will agree to abide by the terms of the company's statement as a condition of employment on the contract.
- f. *Child Support Compliance Act:* In accordance with the Child Support Compliance Act, the Contractor recognizes and acknowledges:
1. The importance of child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and that to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).
- g. *Debarment and Suspension Certification:* By signing this agreement, the Contractor hereby certifies under penalty of perjury under the laws of the State of California the Contractor will comply with, regulations implementing Executive Order 12549, Debarment and Suspension, 29 C.F.R. Part 98.51 0 and Executive Order 12689, 29 CFR 95.48 (e) and Appendix A to part 95, that the prospective participant (i.e., grantee), to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transitions by any federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under a public transaction, violation of federal or state

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

Failure to comply with all requirements of the certifications in Section 2 may result in suspension of payment under the sub grant/contract or termination of the sub grant/contract, or both, and the contractor or grantee may be ineligible for award of future state sub grants/contracts if the

department determines that any of the following has occurred: (1) false information on the certifications, or (2) violation of the terms of the certifications by failing to carry out the requirements as noted above.

3. Amendments – This agreement may be unilaterally modified by the County upon written notice to Contractor under the following circumstances:
 - a. There is an increase or decrease in federal or state funding levels.
 - b. A modification to Contractor contract is required in order to implement an adjustment or modification to the local plan.
 - c. Funds awarded to Contractor have not been expended in accordance with the schedule included in the approved local plan. After consultation with Contractor, the County has determined that the funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner consistent with state and federal law, regulations and policies, reverting to the County.
 - d. There is a change in state and federal law or regulation requiring a change in the provisions of this agreement. Except as provided above, this agreement may be amended only in writing by the mutual agreement of both parties.
4. Accounting and Cash Management - Contractor will comply with the controls, record keeping and fund accounting procedure requirements of WIA, federal, state, and county regulations and directives to ensure the proper disbursement of, and accounting for, program funds paid to Contractor and disbursed by Contractor, under this agreement.
5. Reporting – Contractor will compile and submit reports of activities, expenditures, status of cash and closeout information by the specified dates as prescribed by the County. Contractor will have to submit periodic narrative reports in addition to monthly financial and quarterly statistical reports.
6. Grievance and Complaint System – Contractor will establish and maintain a grievance complaint procedure in compliance with WIA, federal regulations and state statutes, regulations and policy.
7. Debt Collection – Contractor will establish a process for collecting debts as required by Title 20 CFR Section 667.500(a)(2) and EDD WIA Directive WIAD01-5.
8. Audits – Contractor and/or auditors performing monitoring or audits of Contractor will immediately report to the County any incidents of fraud, abuse or other criminal activity in relation to this agreement, the WIA, or its regulation. Moreover, the Contractor shall comply with WIA regulations, Title 20 CFR Section 667.630 by reporting to the Department of Labor Office (DOL) of Inspector General (OIG), with a copy simultaneously provided to the Employment and Training Administration (ETA) all allegations of WIA-related fraud, abuse, and other criminal activity. Contractor shall also promptly report all such allegations to the Compliance Review Division (CRD) of EDD.

The procedures for reporting such allegations are set forth in EDD Directive WIAD02-3, including but not limited to, the requirement that subrecipients, such as Contractor, shall establish appropriate internal program management procedures to prevent and detect fraud, abuse, and criminal activity, including a reporting process to ensure that OIG and CRD are notified immediately of any allegations of WIA-related fraud, abuse, or criminal activity. Internal management procedures must be in writing and include the designation of a person on the subrecipient's staff who will be responsible for such notifications.

9. Disallowed Costs – Except to the extent that the state and/or the county determines it will assume liability, Contractor will be liable for and will repay, to the county, any amount expended under this agreement found not to be in accordance with WIA including, but not limited to, disallowed costs. Such repayment will be from funds (Non-Federal), other than those received under the WIA.