

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 Henkels & McCoy Training Services having its principal place of business at 450 Davis Drive, Plymouth Meeting, PA, 19462 and in California at 512 Railway Ave. #255, Campbell, CA 95008 (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.** Karen J. Schmitt at phone number (805) 681-4914 is the representative of County and will administer this Agreement for and on behalf of County. Frederick P. Sutliff, Jr. (Director) at phone number (484) 344-2321 and Jon Rubin (Regional Manager) at phone number (408) 871-2831/ (408) 674-3393 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, delivered as follows:

To County: Raymond L. McDonald, WIB Executive Director, 260 N. San Antonio Rd. Suite C, Santa Barbara CA 93110
To Contractor: Jon Rubin, Regional Manager, 512 Railway Ave. #255, Campbell, CA 95008

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 October 1, 2011 and end performance upon completion, but no later than July 5, 2012, with an option to negotiate two (2) additional one (1) year renewals without re-bidding. A renewal determination will be contingent upon Contractor's satisfactory achievement of agreed upon performance measures/outcomes and availability of funding, unless otherwise directed by County or unless earlier terminated.

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 estoppels.

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 Henkels & McCoy Training Services.

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

COUNTY OF SANTA BARBARA

By: _____
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 Henkels & McCoy Training Services.

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

CONTRACTOR: Henkels & McCoy

By: _____
Frederick P. Sutliff, Jr – Director, H&M Training Services

Date: _____

EXHIBIT A

STATEMENT OF WORK

I. PURPOSE

Under WIA the main focus of the youth program is on long-term outcomes such as basic educational and employment skills, completion of certificates (including high school diplomas and equivalents), and placement in employment, post secondary education and/or training academic and occupational learning opportunities for youth. The purpose of this Agreement is for Contractor to provide Workforce Investment Act (WIA) Youth Services for Out-of-School (OSY) eligible youth between the ages of 19-21. The Contractor will serve a total of ninety (90) OSY from Santa Maria and Lompoc. The number of youth to be served is as follows: 50 in Santa Maria and 40 in Lompoc.

The Contractor will be expected to serve **new youth** as well as carryovers from prior years Contractors for this Agreement. Contractor must accept all carryover youth forwarded by the Workforce Investment Board (WIB).

Out-of-School youth are defined as those eligible youth (ages 14-21) who meet one of the following criteria:

- Out of School, High School Dropouts - the youth is not attending any school and is not a high school graduate.
- Out of School, High School Diploma or General Equivalency Diploma (GED) - the youth is not attending any school, has a high school diploma or GED **and** is basic skills deficient **and** is unemployed or underemployed.

Eligible youth for the purpose of the WIA In-School Youth Services are at-risk youth 14-21 years of age meeting one or more of the following criteria:

- Foster youth
- Juvenile Justice System Youth
- Youth with a disability
- Migrant and seasonal farm worker youth
- Pregnant or Teen Parenting Youth
- Youth of incarcerated parents
- Other low income youth

II. BACKGROUND

The Workforce Investment Act of 1998 provides the framework for a unique national workforce preparation and employment system designed to be customer-focused in meeting both the needs of businesses for skilled workers and assisting individuals in easily accessing information and services needed to begin and manage their careers. The WIA law embodies this key principle for youth: innovative youth programs that offer a broad range of coordinated services that are linked more closely to local labor market needs.

The WIA Youth Program is a blend of youth development activities and employment training activities. As required by WIA, all contractors are selected through a competitive bidding process.

III. PROGRAM SUMMARY

Contractor is to provide a *GreenSmart Work Readiness (GreenSmart)* program to serve Out-of-School youth between the ages of 19-21. The *GreenSmart* program focuses on helping youth secure unsubsidized employment and/or enroll in college. *GreenSmart* program works at helping each youth maximize their potential and improve their basic skills. *GreenSmart* provides training in Occupational Skills and Work Readiness. From Career Exploration and identifying and overcoming personal barriers young adults become job ready and explore college as a viable option. *GreenSmart* Career Coaches monitor each youth's personal commitment to move ahead as attendance and attitudes are reviewed during trainings, each youth is coached on steps they should consider to get ahead and a strategy is developed to align expectations. *GreenSmart* maximizes each young persons potential to understand and focus on steps to success.

GreenSmart delivers two key elements, designed to engage and empower youth and give them the tools to build a self-sufficient future. The primary element is an Active Case Management system (ACM) which entails hiring talented committed local professionals and training them to be pro-active in finding, meeting, and engaging youth outside the office if needed.

The second element is a hands-on approach to education and training. *GreenSmart* offers educational enrichment in an individually prescribed process designed to help each youth make progress at the rate best suited to their abilities, with consistent instructor support. From targeted specific support for each young adult to monitoring progress, each participant is linked to resources they need to become successful. Beyond direct services, each youth is matched by their aptitudes and interests to jobs and college programs and moved into their next positive step: post-secondary education, employment opportunities, military service, or advanced training.

Program activities will include all ten (10) elements of the WIA youth services. Elements will be provided by Contractor or referral and will be documented in each client file. Specific WIA program components provided by the Contractor will be:

- Orientation
- Referral Information
- Determination of Eligibility
- Objective Assessment and Testing Process
- Development of a comprehensive Individual Service Strategy (ISS)
- Intensive Case Management
- Supportive Services

A. Program Design Features

The Contractor will provide the following program components:

1. Recruitment and identification of the target population;
2. Orientation and Outreach – Career Coaches will work with Family and Community for awareness and engagement – Public and Partner Campaign. This will be done during the school day, after-school, evenings, and weekends to engage families;
3. Eligibility – the Contractor will comply with documentation collection, youth sign-off, household income detailed, and that short term goals are set;
4. Engagement and Commitment – each youth agrees to take an active part in the *GreenSmart* program, commit to providing effort and access and understand that this is a voluntary program that goes beyond the class room, the young adults and their families will know there will be after hour's calls;

5. Objective Assessment – CASAS will be used to establish an objective baseline for Basic Skills. Contractor will document other barriers as well, such as grades, attendance, behavior concerns, legal situations, health and or special need barriers, etc;
6. Referral Process – Those youth who are not a good match or ineligible for *GreenSmart* will be referred to other community resources for assistance and these referrals will be tracked;
7. Active Case Management – Contractor will be providing Active Case Management (ACM) services through locally hired and professionally trained Career Coaches. Case files will be formatted to match Santa Barbara County Workforce Investment Board (WIB) standards and updated regularly and will be available for review. This is a key component of *GreenSmart* as Career Coaches build bonds and communication links with each youth. A mutual respect is fostered, and Career Coaches become a consistently caring adult that each youth learns to respond to, trust, and want to work with. Behaviors are modeled to what is expected in the work place or on campus;
8. Data Requirement – all appropriate data will be maintained in Interlink and will be backed up by hard-copy documentation in each youth's case file;
9. Development and Maintenance of the ISS – From day one when the ISS is being developed, it is a team effort. Working with the youth, every step is laid out, a timeline is established, goals set, and validation explained. Each participant agrees to this plan and works this plan with their Career Coach. When something does not happen that was supposed to, or the timeline is not being met, the Career Coach and the youth reassess what is going on, and what they need to do to get back on track. This coordinated teamwork, monitoring and reassurance are all part of stabilizing and developing each young adult to become responsible and successful. The ISS is the primary tool that is used to ensure a comprehensive plan for each youth. It is essential the work experiences are connected and supportive of the longer-term goals, when possible. ISS plans are discussed with the Project Manager and other Career Coaches as a group to take advantage of the varied experiences. Contractor discusses Career Ladders, utilizes O*net material, shares ideas on trends in employment (Green Jobs, Allied Health Careers, and Entrepreneurship) and explores the local job market. All this information transfers from staff to the youth and where applicable, becomes part of a plan (ISS) that is realistic, attainable, and leads to self-sufficiency. Career Coaches will update each participant's ISS on a monthly basis on both the Interlink and on the hard-copy ISS in each youth's case file. These files will be monitored by the Project Manager on a monthly basis, and by Henkels & McCoy (H&M) management on a quarterly basis;
10. Literacy and Numeracy skills – Contractor emphasizes this as part of the skill sets needed in the workplace. *GreenSmart* staff will work to improve these foundation skills through individual and small group sessions and by using the Skills Tutor online program, which offers a prescriptive, self-paced basic skills enhancement program, which uses a work-based scenario situational environment;
11. Complete the Management Information System (MIS) forms required by the Employment Development Department (EDD);
12. The Contractor shall make available the ten mandated program element services (listed below). The Contractor does not have to provide each element themselves; however any of the elements which will be performed by someone other than the Contractor must be evidenced by a written agreement specifying the terms and conditions of such performance;
13. The Contractor will work closely with the County and collaboratively track and report WIA required performance measures and exit determination;

14. Contractor shall comply with the procedures indicated in the Santa Barbara County Youth Policies and Procedures Manual. This manual contains information and guidance in the following areas:
 - WIA Forms: Eligibility, Enrollment, Exit, and Follow-Up
 - Assessment/Goals/ISS development
 - Case Notes and File Documentation
 - Dual Enrollment / Transfer of Case Requests and Procedures
 - Program Reporting (Narratives, Participant Operating Plan) and Monthly Invoicing
 - SBC Youth Bulletins
 - WIA Definitions & Glossary
 - Tools and Checklists
 - Contractor Program and Fiscal Monitoring Requirements, of Contractor and of its Sub recipients and Programmatic Vendors
 - Corrective Action Plan Requirements for Program and Fiscal Reviews, of Contractor and of its Sub recipients and Programmatic Vendors
 - MIS Reports and Descriptions (Y.E.S. Tool Kit)
15. The SBC Youth Policies and Procedures Manual may be modified or altered by County at any time to ensure compliance with WIA rules and regulations;
16. Participants are not to be served under WIA until an application number has been assigned. The County will not be responsible for any client expenses until youth has been deemed eligible and enrolled and the data is in the possession of the MIS department;
17. Roles and Responsibilities of Contractor and County are set forth in Exhibit A-3 of this Agreement.

B. Program Element Services

The following ten (10) program element services are required by the Department of Labor (DOL) to be made available to all WIA Youth participants.

The Contractors strategy for addressing each youth's personal development, education, employment and occupational needs using the ten (10) program elements is listed below:

Tutoring, study skills training, and instruction, leading to completion of secondary school, including dropout prevention strategies: Besides subject specific tutoring and assisting with classes, Contractor will also use an instructor supported interactive software program from Achievement Technologies (Skills Tutor) that assesses and offers progressive lessons to improve skills. This approach offers constant immediate feedback for each student on his or her progress.

Contractor will provide small group or individualized instruction using the student's own textbooks and Skills Tutor materials. In Basic Skills, Contractor will address reading and math areas and establish a personal prescription in Skills Tutor to address academic deficiencies. Each lesson will be graded and documented to establish benchmarks for progress. The interactive nature of the software, combined with lessons being available to match each student's abilities, ensures positive feedback. Students work independently and as a group in instructor led activities. Contractor will work closely with the student's guidance counselor to align program focus with that of the student's specific needs. Another significant component Contractor will offer is the teaching of directly transferable Study Skills. Contractor has developed their own Study Skills notebook that provides the

students with an accumulation of techniques. From taking notes, to proofreading, to test preparation, each instructor provides targeted instruction and opportunities for youth to gain valuable skills that will help them in each class. Contractor demonstrates, models, teaches, and reinforces the concept of “submitting only your best efforts”.

Alternative secondary school services: Contractor will reach out to partners in accredited education programs and others as needed to provide direct access to Alternative Schools and/or Alternate Education as needed for each youth. As the partners are local public schools, they will be directing that phase of the services, but Contractor will maintain contact and support each youth if they move from their original High School. Supporting youth through any program changes and overcoming barriers is the primary task of our Career Coaches.

An approach the Contractor will use is contextual learning with work-based scenarios used to improve reading, writing, and math skills. Skills Tutor’s Work-based Learning program provides individualized reading and math lessons based on real work problems and situations so youth see the correlation between academics and employment. The Career Coaches, while they work as instructors, use the current references such as magazines, music, and social media as a frame of reference for writing and public speaking exercises and to connect class room education to the real world.

Summer employment opportunities that are directly linked to academic and occupational learning: Contractor will start to plan summer employment options in early spring. Contractor will work with the SBC WIB and look at funding availability as potential summer worksites are identified. Case Managers will also work with youth individually to identify other summer opportunities. The Project Coordinator will also engage in job development. Job search skills will be taught during the course of the program, and youth will learn to utilize newspapers, online resources, and if eligible, the City College Career Center.

Paid and unpaid work experiences, including internships and job shadowing: Each youth will have several options to be involved in a real world work experience. Working with partner Goodwill Industries, youth will be rotated through their retail stores to allow them to experience dealing with customers and worksite supervision. This experience will come after each youth who chooses a retail work experience has had Customer Service Training through Contractor’s Industry Recognized program from the National Retail Federation. Youth will receive incentives for successfully completing this component.

Contractor will work at setting up job shadowing, internship, or other work experiences throughout the communities surrounding the schools with which Contractor is working. As Career Coaches network with employers, they will learn what skill sets they are looking for in new hires, working at creating time slots where the employers can support a student/employee, and where they can monitor these experiences. Contractor will match student interest and aptitudes with employer availability.

Occupational skill training: Contractor will provide training that allows youth to earn industry recognized portable and stackable credentials that will help in securing unsubsidized employment opportunities. The training for each of these programs is instructor led classroom and project-based learning activities, utilizing computers, cutting edge software, multi-media presentations, and self paced interactive programming. All students will have the opportunity to investigate in detail a variety of career paths and find linkages to college programs to achieve their goals. Staff will work with each student

to provide them with the necessary knowledge to pursue post-secondary education programs. Staff will utilize the services of the One-Stop Career Center and local colleges to assist students in completing Free Application for Federal Student Aid (FAFSA) applications, Pell Grant application, and other scholarship and education funding opportunities.

Contractor will provide targeted Occupational Skills training that allows youth to earn several Industry Recognized Certificates that are attractive to employers and give youth an advantage in securing employment.

Occupational skills Training – Certificates & Credentials include:

National Retail Federation (NRF) Customer Service training utilizes a curriculum that teaches appropriate communication skills needed in the workplace, with customers, between employees, and appropriate language for employees and their employers. The situation based scenarios model what we expect in retail and in every other customer service environment. This is an industry-recognized certification and represents the soft skills needed by employers.

Cardiopulmonary Resuscitation (CPR)/First Aid training is offered and allows each of our participants to be ready to handle emergency situations should they arise and when they might be first on the scene. These valuable skills might save a life, and employers admire youth that have taken this positive step, in earning a current CPR/First-Aid card.

Occupational Safety and Health Administration (OSHA) 10 training course is the standard needed to work in the Construction Trades, and every government funded construction project requires that all employees on a worksite have a current OSHA 10 card in their possession.

ServSafe training and assessment program is a complete solution that delivers consistent food safety training to employees. ServSafe Starters covers five key areas:

Basic Food Safety	Personal Hygiene
Cross-contamination & Allergens	Time & Temperature
Cleaning & Sanitation	

National Center for Construction, Education, and Research (NCCER) – Your Role in the Green Environment – this training allows students to understand some of the basic Green Building vocabulary and principles we hear about and is an introduction to the Leadership in Energy & Environment Design (LEED) rating system and energy efficiency in buildings. This is preliminary course for entry into the construction trades.

Entrepreneurship Training goes through the exercise of developing a business plan. Participants can earn an industry-recognized certification and work through a curriculum and materials approved by the Association of Small Business Development Centers (ASBDC).

Leadership development opportunities: Citizenship and leadership activities are integral to Contractor's program services. By using the Skills Tutor's Citizenship Component and partner resources, youth will learn about community systems and their role as active residents. *GreenSmart* participants also participate in team-building activities that will give them opportunities to explore their leadership and communication styles. As a group project, youth will research their community and identify needs and services available.

The group will then, through consensus building, identify a community services project that addresses a need or brings awareness to an issue. All youth will play a role in the project and each youth will write an essay about their experience.

During the program year, Contractor staff will invite local community leaders to talk about youth and community issues. This will be an opportunity for elected-officials to meet and hear from the community's younger residents and an opportunity for the young people to understand the role and views of elected officials. One example of these efforts is a Green Education program where staff invites speakers to share their knowledge of trends in energy efficiency and sustainability with the youth. Contractor will also work with cross-age programs where high school age youth can be a positive support for primary grade youth, and/or seniors. Contractor will engage youth in several forms of Community Service projects that allow them to give back, establish themselves as positive members of the community, and rotate through various levels of responsibility to learn about not only taking direction but the responsibility of giving direction.

Supportive services include the following:

- a. Clothing
- b. Tools
- c. Books & Tuition
- d. Food
- e. Uniforms
- f. Transportation
- g. Child Care
- h. Other services that respond to the youth's needs and interest

Adult mentoring: Contractor will offer and provide mentor opportunities for each youth in the program. Based on the relationships with each student, Career Coaches will find appropriate safe adults with which to match the youth. Contractor will work to recruit companies to provide quality employees to be mentors and provide training to create meaningful, productive and respectful relationships between mentor and youth. Mentors will be asked to commit to working with each youth for 12 months. These mentor relationships will be documented in the student case files. Contractor partners will be involved in linking youth to positive interested adults who will be available to listen to the youth. All mentor candidates will go through training to aid them in providing the appropriate guidance while modeling appropriate behaviors.

Guidance and Counseling: Contractor Career Coaches understand that youth who have significant barriers can be easily distracted and need a "Coach" who will keep them focused on tasks and begin planning for the future. Career Coaches will engage youth through non-traditional teaching methods and the use of technology to assist youth in attaining their goals. Career Coaches are trained to deal with a wide array of issues arising from the student's barriers and equipped to discuss the issues and direct students to the appropriate services to overcome barriers. Contractor's partnership with school districts and Adult Education also provide student's access to Transition Specialists who can assist in this area. This is not a "blind" referral process but rather a carefully coordinated effort that is tracked to ensure assistance is received and all needs met as this has a direct impact on the end results and program performance.

Follow-up services: All exited youth will be transitioned to the SBC WIB staff for the provision of Follow-Up services.

IV. TRAINING & MEETINGS

Contractor and their subcontractors will participate in all mandatory training and meetings provided by and on behalf of the State, County, and the Workforce Investment Board during the term of this contract.

Trainings will include but are not limited to:

- WIA Youth Eligibility
- WIA Case Management
- WIA Enrollment
- WIA Exit Strategies
- WIA Performance Strategies
- WIA Common Measures
- Interlink Software
- CASAS
- Child Abuse Prevention

Meetings will include but not be limited to:

- Quarterly round table with contractors
- Transition meeting to transfer case files of carryovers from prior years contractors

V. 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.

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. (See Attachment B, Terms & Definitions, for information on sub recipient and pass-through entity.)

APPLICABLE COST PRINCIPLES: Contractor will ensure, through monthly reviews of submitted costs, and through annual fiscal monitoring reviews, that both Contractor and its subcontractors will seek reimbursement from County only for expenses that are allowable under the provisions of the following cost principles, applicable to the entity incurring the costs:

- For nonprofit agencies, OMB Circular A-122.
- For local governmental agencies, OMB Circular A-87.
- For public and nonprofit institutions of higher education, OMB Circular A-121.
- For profit making organizations, 41 CFR Part 1.
- For the Food Stamp Program, 7 CFR Part 277.

OMB CIRCULAR A-133 SINGLE AUDITS: Federal awards expended as a recipient or a sub recipient is 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. (See Attachment B, Terms & Definitions, for additional information on OMB Circular A-133)

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

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.

VI. PERFORMANCE MEASURES

Youth Services Programs for Out-of-School youth will be measured on their success in achieving each of the WIA performance measures. The WIA indicators of performance related to youth are:

Out-of-School Youth Ages 14-21

- a. Attainment of basic skills or, as appropriate, work readiness or occupational skills.
- b. Attainment of secondary school diplomas or their recognized equivalent.
- c. Placement and retention in post-secondary education or advanced training, or placement and retention in military services, employment or qualified apprenticeship.
- d. An increase of one or more educational functioning levels within one year of the date of participation.

As outlined in the RFP, Contractor shall operate a program designed to meet the Employment and Training Administration's Common Measures for Youth participants in WIA programs while serving the target population.

Performance measures are subject to change by the State and Federal Government. Contractor will be notified in writing of any changes that could affect program activities or outcomes.

Contractor Performance Standards for Youth	
1) Placement in Employment or Education	65%
2) Attainment of Degree or Certificate	61%
3) Literacy and Numeracy Gains	40%

Performance Measures, milestones, benchmarks and time of measurement for each have been negotiated with Contractor and are set forth in Exhibit A-1 “Milestones and Benchmark Goal Requirements” and Exhibit A-2 DOL Common Measures.

County and Contractor will evaluate the effectiveness of the benchmark and milestone measures established in the statement of work within 90 days of the effective date of this Agreement. If necessary to obtain meaningful data about service delivery, the milestones and/or benchmarks will be amended by mutual agreement between the Designated Representatives of this Agreement.

Contract funding utilization shall be evaluated monthly. If Contractor is under spent by more than 10% in a month for two consecutive months (based on contract budget), that amount is subject to immediate recapture by the County. The recaptured funds will then be reallocated, at the discretion of the County, to other Youth program contracts or projects.

VII. CONDITIONS FOR RENEWAL

- A. The performance measures and benchmarks will be monitored on a monthly basis. Contractor must meet or exceed favorable performance in all benchmarks as defined in Exhibit A-1 to be in a favorable position for having this contract renewed based on the availability of funding and pending program reauthorization. This determination is expected to be made mid-way through the contract term.
- B. The County, prior to the end of the original contract term, has the option to negotiate additional one (1) year renewals, without re-bidding for a total period not to exceed two (2) years. 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.

VIII. 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.

IX. REPORTING

Contractors will compile and submit reports of enrollments, activities, and expenditures, by the specified dates and in the specified format as prescribed by the County. Contractor will be required to submit monthly program and fiscal reports as outlined in the Santa Barbara County WIA Youth Policies and Procedures Manual. The monthly program report is due by the 10th of the month following the prior month end and should be submitted to the Youth Program Coordinator. The monthly fiscal report is due by the 10th of the month following the prior month end and should be submitted to the WIB Analyst. Additionally, Contractor will be required to provide an end of program year report upon closeout of the program year.

EXHIBIT A-1

MILESTONES AND BENCHMARK GOAL REQUIREMENTS

MEASURE	PERFORMANCE GOAL	TIME OF MEASUREMENT	PERFORMANCE GOAL REQUIREMENT
Placement in Education or Employment County Performance Standard 65%	65% of Youth Participants included in Measure	Reported monthly Performance will be calculated the 1 st Qtr. After Youth Exits	<input type="checkbox"/> FAILED Benchmark Goal (<65%) <input type="checkbox"/> ACHIEVED Performance Standard (65%) <input type="checkbox"/> EXCEEDED Performance Standard (>65%)
Attainment of a Degree or Certificate County Performance Standard 61%	61% of Youth Participants (55 Participants) included in Measure	Reported monthly Performance will be calculated June 30, 2012	<input type="checkbox"/> FAILED Benchmark Goal (<61%) <input type="checkbox"/> ACHIEVED Performance Standard (61%) <input type="checkbox"/> EXCEEDED Performance Standard (>61%)
Literacy and/or Numeracy Gains County Performance Standard 40%	40% of Youth Participants included in Measure	Reported monthly Performance will be calculated June 30, 2012	<input type="checkbox"/> FAILED Benchmark Goal (<40%) <input type="checkbox"/> ACHIEVED Performance Standard (40%) <input type="checkbox"/> EXCEEDED Performance Standard (>40%)
Total Enrollment County Performance Standard 100%	100% of Youth Participants (90 Participants) included in Measure	Reported monthly Performance will be calculated February 29, 2012	<input type="checkbox"/> FAILED Benchmark Goal (<100%) <input type="checkbox"/> ACHIEVED Performance Standard (100%) <input type="checkbox"/> EXCEEDED Performance Standard (>100%)
Total Exits County Performance Standard 78%	78% of Youth Participants (70 Participants) included in Measure	Reported monthly Performance will be calculated June 30, 2012	<input type="checkbox"/> FAILED Benchmark Goal (<78%) <input type="checkbox"/> ACHIEVED Performance Standard (78%) <input type="checkbox"/> EXCEEDED Performance Standard (>78%)

*All data reported on the Participant Operating Plan (Exhibit A-4) are subject to data validation by County, State, and Federal audits. Documentation to support outcomes must be clearly documented in WIA youth Participant case files.

EXHIBIT A-2

Effective the date of this Agreement, the Department of Labor, Employment & Training Administration has mandated the following performance measurement areas for WIA youth programs. These performance measures are subject to change by the State and Federal Government. Contractors will be notified in writing of any changes that could affect program activities or outcomes. The State of California maintains a question and answer website at:

http://www.edd.ca.gov/Jobs_and_Training/WIA_Q_and_As.htm

II. DOL Common Measures

All Youth ages 14 – 21

1. **Placement in Employment or Education:** Measures the percentage of participants who are in employment, the military, post-secondary education, and/or advanced training/occupational skills training in the 1st quarter after the program exit quarter
2. **Attainment of a Degree or Certificate:** Measures the percentage of participants in education who attained a diploma, GED, or certificate by the 3rd quarter after the program exit quarter
3. **Literacy/Numeracy Gains:** Measures the percentage of out-of-school basic skill deficient participants who increase one or more educational functioning levels (Adult Basic Education or English as a Second Language) within one year of the date of youth program participation

The Literacy/Numeracy Gains Measure requires the use of the same standardized test for both pre-assessment and post-assessment. The approved assessment tools are:

- Comprehensive Adult Student Assessment Instrument (CASAS)
- Test of Adult Basic Education (TABE)
- Adult Basic Learning Exam (ABLE)
- Adult Measures of Educational Skills (AMES)
- Student Performance Levels for ESL
- Basic English Skills Test for ESL (BEST)
- Work Keys (for top three ABE levels only)

**EXHIBIT A-3
FLOW OF SERVICES/ROLES AND RESPONSIBILITIES**

Initial Contact	Contractor	County
Referral	X	
Walk-Ins	X	
Outreach	X	
Schedule dates for Orientation & Intake	X	
Orientation		
Program overview:	X	
Initial Assessment	X	
Intake packets given out and explanation of verifications needed at the intake appointment (See Intake/Eligibility below)	X	
Intake Appointments scheduled	X	
Intake/Eligibility		
Determine WIA Eligibility <i>Note: Program requirements listed below: (information only)</i>	X	
Confirm Eligibility and assign WIA application #	X	X
<i>Selective Service Registration (any male 18 years and older)-form</i>		
<i>Birth date/age-requires verification</i>		
<i>Right to work (I-9 verification)-form</i>		
<i>Residency-requires verification</i>		
<i>Low income-requires verification</i>		
<i>At least one additional barrier, which include the following;</i>		
<i>Deficient in basic literacy skills;</i>		
<i>School dropout;</i>		
<i>Homeless, runaway, or foster child;</i>		
<i>Pregnant or parenting;</i>		
<i>Offender; or</i>		
<i>Individual who requires additional assistance to complete an educational program, or to secure and hold employment include and one of the following:</i>		
<ul style="list-style-type: none"> • Has repeated at least one secondary grade level or is one year over age for grade • Has a core GPA of less than 1.5 • For each year of secondary education, is at least two semester credits behind the rate required to graduate from high school • Is an emancipated youth • Is a previous dropout, has been suspended five or more times, or has been expelled • Has a court/agency referral mandating school attendance • Is deemed at risk of dropping out by a school official • Has been referred to or is being treated by an agency for a substance abuse related problem • Has experienced a recent traumatic event, is a victim of abuse, or resides in an abusive environment as documented by a school official or professional 		

- Has serious emotional, medical or psychological problems as documented by a professional
- Has never held a job
- Has been fired from a job within the 12 months prior to application
- Has never held a full-time job for more than 13 consecutive weeks. This applies to both Younger and Older Youth.

Program Enrollment/Registration	Contractor	County
Selection of Program Participants will occur after all youth are deemed eligible and have received the WIA application #.	X	
Youth is assigned an application number	X	
Completion of the Interlink forms as outlined in Youth Policies and Procedures Manual	X	
Objective Assessment/Workshops <i>Note: This information is used to develop the Individual Service Strategy (ISS).</i>		
Self Exploration	X	
Career Exploration	X	
Resumes	X	
Basic Skills Assessment	X	
Job Search Techniques	X	
Interview practice	X	
Certificate of completion (with 90% attendance and student participation in workshop)	X	
Case Management		
Individual support and planning	X	
Job leads	X	
Develops contacts	X	
Develops training plans	X	
Worksite evaluations, if applicable	X	
Face to face contact with participants on a monthly basis	X	
Narration of all contact (face to face, phone, email, mail)	X	
Participant Case Folder as outlined by WIB Staff		
Maintain case folders	X	
Individual Service Strategy (ISS)		
Completed by applicant and case manager during individual appointments with participants	X	
Incentives as outlined by the WIB		
Incentive payments as outlined in the Youth Policies and Procedures Manual.	X	
Work Experience (WEX), Internship		
Determination of participants for work experience, internship, on the job training, or occupational skills training	X	
Development of new WEX or Internship sites	X	
Supportive Services as outlined by the WIB		
Supportive services (transportation, child care, work & training items, or occupational skills training related expenses)	X	
Exit Determination		
Applicant will submit recommendation for participant exit from WIA	X	X

to WIB Staff.			
Follow-up		Contractor	County
Completion of MIS forms		X	
Turn participant case files over to WIB Staff to perform follow-up services		X	
Santa Barbara County WIA Contractor Goals			
Placement in employment or education	65%	X	X
Attainment of Degree or Certificate	61%	X	X
Literacy and Numeracy gains	40%	X	X
Monitoring			
Fiscal			X
Contract Goals			X
Participant Performance			X
Participant Work Activity (WEX, Internship)		X	X
Participant Case File Review			X

EXHIBIT A-4 FISCAL YEAR 11/12 OSY PARTICIPANT OPERATING PLAN

Workforce Investment Board of Santa Barbara County
 Youth Program Operating Plan & Monthly Report
 October 1, 2011 to June 30, 2012

Agency: Henkels & McCoy

Type (ISY _____ OSY 90)

		2011			2012								
		Oct	Nov	Dec	Jan	Feb	March	April	May	June	Total		
Enrollments	New Enrollments	Goal	4	20	14	18	22	0	0	0	0	78	
		Actual										0	
		% Achieved	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	0%
	Carry Over	Goal	12	0	0	0	0						12
		Actual											0
		% Achieved	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	0%
	Total Enrollments (New +Carry Over)	Goal	16	20	14	18	22	0	0	0	0		90
		Actual											0
		% Achieved	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	0%
Performance Outcomes													
Education/Employment Documented - 1st Qtr after exit.	Goal - 65%						6			14		20	
	Actual											0	
	% Achieved	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	0%	
Degree/Certificate	Goal - 61%		2	8	8	8	8	6	10	12		62	
	Actual											0	
	% Achieved	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	0%	
Numeracy/Literacy (Applies only to OSY) * who are BSD)	Goal - 40%			5	7	8	12	8	8	12		60	
	Actual											0	
	% Achieved	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	0%	
Exits													
Exits	Goal			10			15		10	35		70	
	Actual											0	
	% Achieved	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	0%	

EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation

- A. A. For Contractor services to be rendered under this Agreement, Contractor shall be reimbursed for Contractor's cash outlays during the term of this Agreement. Cost reimbursements are not to exceed **\$236,269.00**.
- 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 agencies, OMB Circular A-122;
 - For local governmental agencies, OMB Circular A-87;
 - For public and nonprofit institutions of higher education, OMB Circular A-121;
 - For profit making organizations, 41 CFR Part 1;
 - For the Food Stamp Program, 7 CFR Part 277.
 - **INDIRECT COST &/OR BENEFIT RATES:** 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. (See Attachment B, Terms & Definitions for definition of "cognizant agency.") 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 sub-recipients, 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. (See Attachment B, Terms & Definitions for examples of documentation)

Under this Agreement, Contractor is compensated as a X Subrecipient Vendor, pursuant to guidance provided by United States Office of Management and Budget Circular A-133 (OMB A-133) (See Attachment B, Terms & Definitions for definitions).

- C. Monthly, Contractor shall submit to the County DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. County DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Exhibit B1**, and if the documentation requirements indicated above substantiates the allowability 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 FISCAL YEAR 11/12 OUT-OF-SCHOOL MONTHLY BUDGET

	WIA YOUTH IN-SCHOOL/OUT-OF-SCHOOL SERVICES CONTRACT SUMMARY 2011-2012									Total Invoiced	Updated 11-12 Budget	(Over)/Under 11-12 Budget	% Budget Used
	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12				
A. SALARIES & EE BENEFITS													
1. Positions													
Quality Support Team	\$ 758.33	\$ 758.33	\$ 758.33	\$ 758.33	\$ 758.33	\$ 758.33	\$ 758.33	\$ 758.33	\$ 758.33	\$ -	\$ 6,825.00	\$ 6,825.00	0%
Regional Manager (Jon Rubin)	\$ 1,040.00	\$ 1,040.00	\$ 1,040.00	\$ 1,040.00	\$ 1,040.00	\$ 1,040.00	\$ 1,040.00	\$ 1,040.00	\$ 1,040.00	-	9,360.00	9,360.00	0%
Career Coach (2 FTE) TBD	\$ 7,453.33	\$ 7,453.33	\$ 7,453.33	\$ 7,453.33	\$ 7,453.33	\$ 7,453.33	\$ 7,453.33	\$ 7,453.33	\$ 7,453.33	-	67,080.00	67,080.00	0%
Program Manager (.075 FTE)	\$ 520.00	\$ 520.00	\$ 520.00	\$ 520.00	\$ 520.00	\$ 520.00	\$ 520.00	\$ 520.00	\$ 520.00	-	4,680.00	4,680.00	0%
	-	-	-	-	-	-	-	-	-	-	-	-	0%
TOTAL SALARIES	9,771.67	9,771.67	9,771.67	9,771.67	9,771.67	9,771.67	9,771.67	9,771.67	9,771.67	-	87,945.00	87,945.00	
2. Employee Benefits (31%)	3,025.46	3,025.46	3,025.46	3,025.46	3,025.46	3,025.46	3,025.46	3,025.46	3,025.46	-	27,229.13	27,229.13	0%
TOTAL SALS & EE BENEFITS	12,797.13	12,797.13	12,797.13	12,797.13	12,797.13	12,797.13	12,797.13	12,797.13	12,797.13	-	115,174.13	115,174.13	
B. SERVICE & SUPPLIES													
1. Contracted / Consultant Services													
Office Expenses (Rent - Goodwill Industries)	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	-	13,500.00	13,500.00	0%
Organizational wide Audit (OMB A133)	-	-	-	-	-	-	-	-	1,500.00	-	1,500.00	1,500.00	0%
Other Sub-Contracts: (Goodwill Industries)	2,388.89	2,388.89	2,388.89	2,388.89	2,388.89	2,388.89	2,388.89	2,388.89	2,388.89	-	21,500.00	21,500.00	0%
2. Admin / Program Services & Supplies													
Office Expenses (Office Supplies / Postage)	300.00	-	125.00	100.00	100.00	200.00	200.00	-	258.00	-	1,281.00	1,281.00	0%
Telephone / Communications (Program Only)	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	-	675.00	675.00	0%
Mileage / Travel (Program Staff Only)	200.00	800.00	300.00	800.00	450.00	450.00	1,000.00	500.00	579.30	-	4,879.30	4,879.30	0%
Conferences / Training	-	-	-	-	-	-	-	-	-	-	-	-	-
3. Client Supplies													
Out Reach and Recruitment	100.00	200.00	-	200.00	-	-	-	-	-	-	500.00	500.00	0%
Supplies (CASAS Tests / Pre & Post)	200.00	100.00	100.00	200.00	140.00	140.00	200.00	-	-	-	1,080.00	1,080.00	0%
Participant Award Events (2)	-	-	-	-	150.00	-	-	-	150.00	-	300.00	300.00	0%
Vocational / Occupational Training/ Credentials	-	-	3,593.33	-	-	4,093.33	-	1,500.00	4,593.34	-	13,780.00	13,780.00	0%
Subsidized Employ/Internships/Stipends	-	-	3,500.00	-	-	12,250.00	-	2,450.00	10,069.00	-	28,269.00	28,269.00	0%
Incentives	-	-	-	-	-	-	-	-	-	-	-	-	0%
Other Program Supplies	-	-	-	-	-	-	-	-	-	-	-	-	0%
TOTAL SVCS & SUPPLIES	875.00	975.00	7,693.33	1,375.00	915.00	17,208.33	1,475.00	4,525.00	15,722.64	-	87,264.30	87,264.30	
C. OPERATING EXPENSES													
Facility costs	-	-	-	-	-	-	-	-	-	-	-	-	-
Staff Back Ground Checks	-	220.00	-	-	-	-	-	-	-	-	220.00	220.00	0%
Training Fee	1,043.86	1,063.06	1,512.96	1,073.86	1,046.26	2,053.86	1,079.86	1,025.86	2,155.54	-	12,055.13	12,055.13	0%
TOTAL OPERATING EXPS	1,043.86	1,283.06	1,512.96	1,073.86	1,046.26	2,053.86	1,079.86	1,025.86	2,155.54	-	12,275.13	12,275.13	
TOTAL DIRECT COSTS	18,604.88	18,944.08	25,892.31	19,134.88	18,647.28	35,948.21	19,240.88	22,236.88	36,064.20	-	-	-	
D. INDIRECT COSTS	1,866.42	1,900.75	2,705.32	1,920.07	1,870.71	3,672.63	1,930.80	1,834.23	3,854.52	-	21,555.44	21,555.44	0%
TOTAL COSTS	20,471.29	20,844.83	28,597.63	21,054.94	20,517.98	39,620.84	21,171.67	24,071.10	39,918.71	-	236,269.00	236,269.00	
E. LESS HOLDBACK	-	-	-	-	-	-	-	-	-	-	-	-	
AMOUNT DUE	\$ 20,471.29	\$ 20,844.83	\$ 28,597.63	\$ 21,054.94	\$ 20,517.98	\$ 39,620.84	\$ 21,171.67	\$ 24,071.10	\$ 39,918.71	\$ -	\$ 236,269.00	\$ 236,269.00	

ATTACHMENT B TERMS AND DEFINITIONS

Reviews & Audits

- **As Sub recipient 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.

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.

Sub recipient 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 sub recipient 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 sub recipient 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

- **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 than 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 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 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. 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 regulations.

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.