

FIRST AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR

WIOA Youth Services Provider

Santa Barbara County
Department of Social Services

First Amendment

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

WHEREAS, on July 2, 2019, COUNTY approved the Agreement for Services with Independent Contractor, number BC#19-266, (Agreement) with CONTRACTOR for the provision of Workforce Innovation and Opportunity Act (WIOA) Youth Services Provider; and

WHEREAS, the parties now desire to amend Agreement to include additional contract language and extend the term for one additional year commencing on July 1, 2022 through June 30, 2023 (First Extension Period).

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

The Agreement is amended as follows:

1. Section 4, **TERM**, of the Agreement is amended by adding the following language:

For the First Extension Period, CONTRACTOR shall commence performance on **July 1, 2022** and end performance upon completion, but no later than **June 30, 2023** unless otherwise directed by COUNTY or unless earlier terminated.

2. Section 14, **RECORDS, AUDIT, AND REVIEW**, of the Agreement is amended to state in its entirety:

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

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

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

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys’ fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

3. EXHIBIT A, **STATEMENT OF WORK**, is replaced in its entirety as attached.
4. Section A of **EXHIBIT B, Payment Arrangements** is amended to state in its entirety:
 - A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$2,942,048**. Amounts are to be separated per North and South County as: **North County Total \$1,618,128** (\$404,532 annually); **South County \$1,323,920** (\$330,980 annually).
5. Section D of **EXHIBIT B, Payment Arrangements** is amended to state in its entirety:

D. CONTRACTOR shall spend no less than the following amount in each program year on paid or unpaid Work Experience (WIOA mandates that local areas spend at least 20% of their WIOA youth formula allocation on Work Experience (20 CFR Section 681.620)). These numbers are subject to change due to fluctuations in funding and/or changes in federal/state requirements.

	NORTH				SOUTH	
	Program WEX Budget					
Fiscal Year	WEX Budeted Using WIOA Funds	In-kind by Contractor	Total	Minimum Amount Required for Work Experience per WIOA	WEX Budeted Using WIOA Funds	Minimum Amount Required for Work Experience per WIOA
2019-2020	\$127,131	\$40,000	\$167,131	\$117,297	\$121,212	\$102,688
2020-2021	\$142,885	\$40,000	\$182,885	\$117,297	\$127,517	\$102,688
2021-2022	\$141,899	\$40,000	\$181,899	\$134,046	\$124,930	\$109,674
2022-2023	\$141,899	\$42,667	\$184,566	\$134,046	\$124,930	\$109,674
Total	\$553,814	\$162,667	\$716,481	\$502,686	\$498,589	\$424,723

6. Revised EXHIBIT B-1 Line Item Budget and Narrative, is replaced in its entirety as attached.
7. EXHIBIT D, **GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS WORKFORCE INNOVATION AND OPPORTUNITY ACT**, is replaced in its entirety as attached.
8. **ATTACHMENT 2, Key Terms and Definitions**, is replaced in its entirety as attached.


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

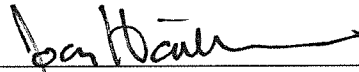
IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk

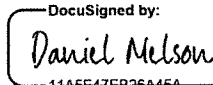
COUNTY OF SANTA BARBARA:

By: 
Joan Hartmann, Chair
Board of Supervisors

Date: 3-15-22

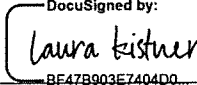
RECOMMENDED FOR APPROVAL:

Social Services

By: 
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Department Head

CONTRACTOR:

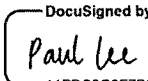
Goodwill Industries of Ventura and Santa Barbara Counties

By: 
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Authorized Representative

Name: Laura Kistner
Senior Director of Mission
Title: Services

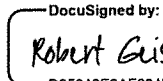
APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: 
11FDC8C0F7B3461...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: 
D25019E2AF094BE...
Deputy

APPROVED AS TO FORM:

Risk Management

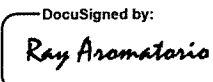
By: 
D3DB8526E46F47F...
Risk Management

EXHIBIT A

STATEMENT OF WORK WIOA Youth Services Provider

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

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

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

The purposes of the WIOA are the following:

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

II. **Target Population**

To be eligible to receive WIOA Youth Services, an individual shall, at the time of the eligibility determination, shall be an Out-of-School Youth (OSY) or an In-School Youth (ISY), defined by WIOA as:

A. WIOA Eligible OSY

1. An individual from age 16 through 24 who is Not Attending School and meets at least one of the following criteria:
 - a. School Dropout;
 - b. Within the age of compulsory School attendance, but has not attended School for at least the most recent complete School year calendar quarter;

- c. Recipient of a Secondary School diploma or its recognized equivalent who is Low-Income and either: Basic Skills Deficient or an English Language Learner.
- d. Youth Offender;
- e. Homeless individual or runaway;
- f. Individual in foster care or who has aged out of the foster care system or who has attained 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under Section 477 of the Social Security Act, or in an out-of-home placement;
- g. Individual who is pregnant or parenting (custodial and non-custodial parent including non-custodial fathers);
- h. Individual with a qualifying disability; or
- i. Low-Income Individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.

The WIOA shifts the primary focus of youth formula funds to support the educational and career success of OSY. CONTRACTOR must spend at least 75% of their WIOA youth formula allocation on youth workforce investment activities for OSY as required under WIOA Section 129(a) (4).

B. WIOA Eligible ISY

1. An individual who is ages 16 through 24 who is Attending School, Low Income, and meets at least one of the following criteria:
 - a. Basic Skills Deficient;
 - b. English Language Learner;
 - c. Youth Offender;
 - d. Homeless individual or runaway;
 - e. Individual in foster care or who has aged out of the foster care system or who has attained 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under Section 477 of the Social Security Act, or in an out-of-home placement;
 - f. Pregnant or parenting (custodial and non-custodial parent including noncustodial fathers);
 - g. Individual with a qualifying disability; or
 - h. Individual who requires additional assistance to enter or complete an educational program or to secure or hold employment as defined in County of Santa Barbara Workforce Development Board (WDB) Local Policy.

C. OSY and ISY shall be collectively referred to as "youth."

III. Duties and Responsibilities

A. CONTRACTOR shall:

1. Fulfill the role of the WIOA Youth Service Provider for Santa Barbara County (North and South) for all WIOA youth elements and services.
2. CONTRACTOR shall include the following WIOA program elements or services as the WIOA Youth Service Provider. Youth are not required to receive all these services, but all services, if available, shall be made available to youth. CONTRACTOR shall make best efforts to provide the program elements or services or seek partnerships with other agencies to establish these

program elements or services. If CONTRACTOR is not directly providing these services, letters of support or MOUs between CONTRACTOR and service agencies must be in place by contract commencement date. The WIOA program elements as described in the Employment Development Department Workforce Services Directive (WSD) 17-07 are:

- a. **Tutoring, Study Skills Training, Instruction, and Dropout Prevention Services:** Tutoring, study skills training and instruction that lead to a high school diploma or its equivalent, including a recognized certificate of attendance or similar document for individuals with disabilities. These services focus on providing academic support, helping a youth identify areas of academic concern, assisting with overcoming learning obstacles, and providing tools and resources to develop learning strategies. These services can be one-on-one or group setting, through resources or workshops. Dropout Prevention Services includes secondary School Dropout prevention strategies that keep a youth in School and engaged in formal learning or training. These activities include, but are not limited to, tutoring, literacy development, active learning experiences, after-school opportunities, and individualized instruction.
- b. **Alternative secondary school services or drop out recovery services:** Alternative secondary school services that assist youth who have struggled in traditional Secondary School education. These services include, but are not limited to, basic education skills training, individualized academic instruction, and English as a Second Language training. This includes dropout recovery services aimed at getting youth who have dropped out of secondary education back into a Secondary School or Alternative secondary school/high school equivalency program. Examples of dropout recovery services include: credit recovery, counseling, and educational plan development. While there is some overlap with dropout prevention strategies (program element [a]), the activities within both program elements are provided with the goal of helping youth re-engage and persist in education that leads to the completion of a recognized high school equivalent.
- c. **Work Experience:** (Work Experience), both paid and unpaid, are planned, structured learning experiences that take place in the workplace for a limited period of time, which may include: summer employment opportunities, pre-apprenticeship programs, internships, job shadowing, on the job training opportunities.
 - i. CONTRACTOR shall coordinate Work Experience and include the following services:
 1. Recruit businesses for Work Experience sites.
 2. Obtain signed Work Experience site agreement from each business before Work Experience begins.
 3. Obtain agreements from each youth before Work Experience begins.
 4. Screen Work Experience sites and youth to ensure successful placement by evaluating Work Experience sites and their needs and place youth at Work Experience sites based on youths' interests and skills.
 5. Prepare and coach youths for Work Experience.
 6. Follow-up with Work Experience site once every two weeks.
 7. CONTRACTOR shall be responsible for funding, managing, and referring youth to Work Experience. CONTRACTOR shall have the option of serving as the employer of record or subcontracting payroll services.

- d. **Occupational Skills Training:** Occupational Skills Training is an organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupation fields at entry, intermediate, or advanced levels. Priority consideration must be given to training programs that lead to recognized postsecondary credentials that align with in-demand industry sectors or occupations in the county.
 - i. Occupational Skills Training must meet the following criteria:
 - 1. Be outcome-oriented and focused on an occupational goal specified in the individual service strategy.
 - 2. Be of sufficient duration to impart the skills needed to meet the occupational goal.
 - 3. Lead to the attainment of a recognized postsecondary credential.
 - 4. Meet the quality standards specified in WIOA Section 123.

- e. **Education offered concurrently with workforce preparation and training for a specific occupation:** This program element reflects an integrated education and training model. Additionally, it describes that workforce preparation activities, basic academic skills, and hands-on occupational skills training are to be taught within the same time frame and connected to training in a specific occupation, occupational cluster, or career pathway. While programs developing basic academic skills, which are included as part of Alternative secondary school services and dropout recovery services, workforce preparation activities that occur as part of a work experience, and occupational skills training can all occur separately and at different times (and are counted under separate program elements), this program element refers to the concurrent delivery of these services which make up an integrated education and training model.

- f. **Leadership development opportunities, which may include community service and peer-centered activities:** This program element encourages responsibility, confidence, employability, self-determination, and other positive social behaviors. Positive social behaviors include the following:
 - i. Exposure to postsecondary educational possibilities.
 - ii. Community and service learning projects.
 - iii. Peer-centered activities, including peer mentoring and tutoring.
 - iv. Organizational and team work training
 - v. Training in decision-making such as determining priorities and problem solving.
 - vi. Citizenship training, including life skills training such as parenting and work behavior training.
 - vii. Civic engagement activities which promote quality of life in a community.
 - viii. Other leadership activities that place youth in a leadership role such as serving on the Standing Youth Committee.

- g. **Supportive Services:** Supportive Services to youth include, but are not limited to, the following:
 - i. Linkages to community services.
 - ii. Assistance with transportation.
 - iii. Assistance with child care and dependent care.
 - iv. Assistance with housing.
 - v. Needs-related payments.
 - vi. Assistance with educational testing.
 - vii. Reasonable accommodations for youth with disabilities.

- viii. Legal aid services.
 - ix. Referrals to health care.
 - x. Assistance with work attire and work related tools including eyeglasses and protective eye gear.
 - xi. Assistance with books, fees, School supplies, and other necessary items for youth enrolled in postsecondary education classes.
 - xii. Payments and fees for employment and training-related application, tests, and certifications.
- h. **Adult mentoring:** Adult mentoring must last at least 12 months and may take place both during the program and following the youth's exit from the program. Adult mentoring can be conducted through group mentoring and electronic mentoring, but at a minimum, the youth program must match the youth with an individual mentor with whom the youth interacts on a face-to-face basis. Case managers may serve as adult mentors in areas where adult mentors are sparse, however, CONTRACTOR shall make reasonable efforts to find adult mentors who are not case managers.
- i. **Follow-up Services:** Follow-up Services for youth may include Supportive Services, adult mentoring, financial literacy education, services that provide labor market and employment information about in-demand industry sectors, and activities that help youth prepare for and transition to postsecondary education and training.
- j. **Comprehensive guidance counseling, including drug and alcohol abuse counseling, and referral to community resources/agencies, as appropriate:** This program element provides individualized counseling to youth and may include drug and alcohol abuse counseling, mental health counseling, and referral to partner programs.
- k. **Financial literacy education:** Financial literacy education includes information and activities such as creating budgets, setting up checking and saving accounts, managing spending, understanding credit reports, and protecting against identity theft.
- l. **Entrepreneurial skills training:** This program element helps youth develop the skills associated with starting and operating a small business. Such skills may include the ability to take initiative, creatively seek out and identify business opportunities, develop budgets and forecast resource needs, understand various options for acquiring capital and the trade-offs associated with each option, and communicate effectively and market oneself and one's ideas. Approaches to teaching youth entrepreneurial skills may include the following:
- i. Entrepreneurship education that provides an introduction to the values and basics of starting and running a business, such as developing a business plan and simulations of business start-up and operation.
 - ii. Enterprise development which provides supports and services that incubate and help youth develop their own businesses, such as helping youth access small loans or grants and providing more individualized attention to the development of viable business ideas.
 - iii. Experiential programs that provide youth with experience in the day-to-day operation of a business.
- m. **Provision of labor market and employment information:** This program element provides labor market and employment information about in-demand industry sectors or occupations available in the community. Services may include career awareness, career counseling, and career exploration. Career counseling provides advice and

support in making decisions about what career path to take and may include providing information about resume preparation, interview skills, potential opportunities for job shadowing, and the long term benefits of postsecondary education and training. In addition to connecting youth to self-service labor market information (LMI) tools, youth providers should share and discuss state and local LMI with youth.

- n. **Preparation for postsecondary education and training.** This program element prepares ISY and OSY for postsecondary education after attaining a high school diploma or its recognized equivalent. Activities include exploring postsecondary education options such as registered apprenticeships, technical training schools, community colleges and four-year colleges and universities. Additional services may include, but are not limited to, the following:
- i. Preparing youth for the SAT/ACT ;
 - ii. Assisting with college admission applications;
 - iii. Searching and applying for scholarships and grants;
 - iv. Filling out financial aid applications; or
 - v. Connecting youth to postsecondary programs.

3. CONTRACTOR shall provide at a minimum the following Career Services for youths:
- a. Program information and intake to include orientations, initial assessment, and referrals to other partners and services.
 - b. For youth enrolled in the program, provide individualized career services including but not limited to comprehensive and specialized assessments, case management, individual service strategy plans, career planning, and vocational counseling. This includes monthly check-ins (by phone, virtual, or in-person) with youth.
 - c. Provide Follow-up Services for 12 months after youth exits from program.
 - d. Youth shall be contacted at least three times per quarter for one year after exit from program.
 - e. Career Readiness Services in preparation for unsubsidized employment opportunities, and in appropriate cases, effective connections to employers, including those in the designated industry sectors. Service should be provided directly or in collaboration with other partner agencies and shall include:
 - i. Job readiness services including:
 1. Instruction on interviewing skills.
 2. Career exploration, which shall provide youths information about in-demand industry sectors and occupations, and postsecondary education opportunities.
 3. Assistance in completing a job application.
 - ii. Provide job placement services, as needed, including:
 1. Providing hands-on guidance drafting a cover letter, filling out a job application, and updating or targeting resume for position.
 2. Provide job interview coaching, which shall include providing hands-on preparation for interviews, review commonly asked questions in an interview and information about proper interview attire.
 3. Other necessary job placement related topics.
 - iii. A monthly schedule of providing Career Readiness Services for each youth shall be proposed by CONTRACTOR and approved by COUNTY.
4. CONTRACTOR shall provide the following trainings to youth at no additional cost to COUNTY (except for the cost of the customer service training as set forth in the Agreement):

- a. ServSafe Food Handling Certificate;
 - b. Guard Card Training;
 - c. Proficiency in Microsoft Word, Excel, PowerPoint, Outlook, word processing;
 - d. QuickBooks and Accounting; or
 - e. Social Interaction, conflict resolution, time management, money management, and ethics.
5. CONTRACTOR must incorporate career pathways to the objective assessment and individual service strategy for each youth. Additionally, the individual service strategy must be directly linked to one or more of the Performance Measures. Performance Measures must be considered when delivering services to Youth.
6. Ensure compliance with the following, as applicable: U.S. Department of Labor regulations 20 CFR Part 652; 29 CFR Parts 96, 93, 37, 2, and 98; 48 CFR Part 31; Office of Management and Budget (OMB) Circulars A-21, A-87, A-110, A-122, and A-133; the Code of Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200, whichever is applicable, and all other items mentioned on EXHIBIT D, General Conditions, Assurances and Certifications Workforce Innovation and Opportunity Act.
7. Adhere to all federal, state, or county ordinances, statutes, regulations, executive orders, directives already issued or issued after the execution of the Agreement, including, but not limited to, WIOA, the Social Security Act, the Civil Rights Acts, the Clean Air Act, State Efficiency Plan, California Welfare and Institutions Code, and the State Department of Social Services Manual of Policies and Procedures.
8. Adhere to and ensure internal policies are in place to guarantee all CONTRACTOR's staff and CONTRACTOR's supervisors, and youth (when applicable) receive information and training on the following:
- a. WIOA grievance and complaint resolution procedure;
 - b. Nondiscrimination and Equal Opportunity;
 - c. Code of Conduct and Conflict of Interest;
 - d. Criminal fraud reporting, waste, abuse and other criminal activity;
 - e. Sexual harassment training and reporting;
 - f. Protected client information; and/or
 - g. Americans with Disabilities Act and related laws, rules, and regulations.
9. CONTRACTOR shall monitor labor market trends, develop subsidized and unsubsidized Work Experience opportunities for youth, and research vocational and occupational skills training programs in order to align services with the following designated industry sectors:
- a. Aerospace and Defense;
 - b. Agriculture, Food, and Beverage;
 - c. Biotechnology and Related Devices;
 - d. Building and Design;
 - e. Business Services;
 - f. Energy and Environment;
 - g. Healthcare;
 - h. Information and Communication Technologies; and
 - i. Tourism and Hospitality.

10. CONTRACTOR shall focus Employment Services around preparing youths for the designated industry sectors. The industry sectors offer a framework to understand employment opportunities, to engage employers, and to develop career pathways and training opportunities that are consistent with the needs of COUNTY.
11. CONTRACTOR shall work in collaboration with other entities that carry out workforce development programs as follows:
 - a. Work in collaboration with the entities listed in WIOA Section 121(b) that support:
 - i. WIA Title I programs;
 - ii. Wagner-Peyser programs;
 - iii. Adult Education and Literacy programs;
 - iv. Rehabilitation Act programs;
 - v. Welfare-to-Work;
 - vi. Older Americans Act programs;
 - vii. Perkins postsecondary vocational education activities;
 - viii. Trade Adjustment Assistance and North American Free Trade Agreement – Transitional Adjustment Assistance) programs;
 - ix. Veterans Employment and Training;
 - x. Community Service Block Grant employment and training activities;
 - xi. Housing and Urban Development employment and training activities;
 - xii. Unemployment compensation programs;
 - xiii. Second Chance Act Programs; and
 - xiv. Temporary Assistance for Needy Families.
 - b. Work in collaboration with any other entities approved by COUNTY, that carry out workforce development programs, such as:
 - i. Employment and training programs administered by the Social Security Administration;
 - ii. Supplemental Nutrition Assistance Program (SNAP) and SNAP Employment and Training programs;
 - iii. Client assistance programs; or
 - iv. Other appropriate federal, state or local employment, education and training programs.
 - c. Connect youth to agencies that offer complementary in-kind services for youth.
12. Follow the branding guidelines issued at the federal, state, and county level.
13. Provide a quarterly outreach plan to COUNTY (for review and approval) on the outreach and recruitment efforts to be conducted to attract and engage ISY and OSY with a focus on OSY. The plan should at minimum list agencies to be targeted and number of orientations to be conducted.
14. In order to promote the America’s Job Center of California (AJCC) brand, provide some services, including workshops and one-on-one meetings, with youth out of the North and South COUNTY AJCCs.
15. Implement yearly outreach and recruitment strategies to identify and engage diverse populations. Implement proposed outreach and recruitment strategies for youths and employers.
16. Ensure youth satisfaction with program services and quality by regularly tracking and analyzing feedback and committing to continuous improvement.

17. CONTRACTOR shall have policy and process for referring, and following up, for youths who have needs that are beyond the program services offered by CONTRACTOR.
 18. Provide Follow-up Services for one year after exit from program to improve individual outcomes and program performance. Engage youth (at least two times per month) after exit from the program providing support, services, replacement, and referrals to additional services, as needed.
 19. Provide ongoing staff development and training to CONTRACTOR's staff to support compliance with WIOA and EDD mandates. Trainers utilized for staff development and paid with WIOA contract funds must be approved by COUNTY. Trainers must be locally, regionally, or nationally recognized.
 - a. CONTRACTOR is responsible for providing training to CONTRACTOR's front-line staff members (staff who deals directly with customers/youth):
 - (1) to assure compliance with WIOA Section 188 and the nondiscrimination provisions of federal, state, and local laws, regulations, and directives including providing Equal Employment Opportunity and Non-discrimination training to their WIOA Title I staff.
 20. CONTRACTOR may be asked to support COUNTY staff, Employment Development Department (EDD), or other contractors in the provision of workforce services, such as special youth projects and/or grant funded workforce programs.
 21. Regional collaboration and reporting will be required under WIOA.
 22. Obtain approval from the COUNTY staff prior to the purchase of any equipment using WIOA contract funds.
 23. Obtain approval from COUNTY prior to any out-of-state staff travel.
 24. CONTRACTOR shall ensure youth are served and exited from program in a period of 24 months. Youth retained for more than 24 months must be reviewed and approved by COUNTY.
 25. CONTRACTOR shall request approval from COUNTY for new WIOA applications, exits, and youth entering Work Experience and training.
 26. CONTRACTOR shall provide program services to carry-over cases (youth served in consecutive Fiscal Year (FY)'s) ensuring strong re-engagement plan and exit plan to seek positive performance measures.
 27. Develop and implement strong practices to meet performance measures and goals, which includes exit strategy plan to ensure strong program outcomes and positive performance.
- B. COUNTY shall:
1. Provide CONTRACTOR with the State established annual performance goals and monitor performance on a quarterly, or as needed, basis. State goals are expected to be set in each of the following categories:
 - a. Employment, Education, or Training: The percentage of youth who are in education or training activities, or in unsubsidized employment, during the second quarter after exit from the program.

- b. Retention: The percentage of youth who are in education or training activities, or in unsubsidized employment, during the fourth quarter after exit from the program.
 - c. Earnings: The median earnings of youth who are in unsubsidized employment during the second quarter after exit from the program.
 - d. Degree or Certificate Attainment: The percentage of youth who obtain a recognized postsecondary credential or a Secondary School diploma or its recognized equivalent during participation in or within 1 year after exit from the program.
 - e. In Program Skills Gain: The percentage of youth who, during the FY, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains toward a credential or employment.
 - f. Business Services: Performance indicators shall be established to measure the effectiveness of the program in serving employers.
2. Develop and maintain an operating manual documenting the policies and procedures for the program. Provide training and support to CONTRACTOR on an as needed basis.
 3. COUNTY shall review yearly staffing plans, outreaching plan and program design documents, including letters of support or MOUs from partners providing services listed in Section III of this Agreement, customer service flow charts, and written plans to ensure youth are being served in a consistent and effective manner.
 4. COUNTY shall review new WIOA applications, exits, and youth entering Work Experience and training.

IV. Facilities

A. CONTRACTOR shall:

1. Provide comprehensive services outlined in the SOW at the CONTRACTOR's facilities located at:
 - Santa Maria: 210 E Enos Drive, Santa Maria, CA 93454
 - Lompoc: 1009 N H St., Lompoc, CA 93436
 - Santa Barbara: 302 W. Carrillo St, Santa Barbara 93101
2. Be responsible for following all building policies, when in COUNTY buildings, including but not limited to those dealing with COVID-19 protocols, professional conduct, and equal opportunity policies and procedures.

V. Reporting Requirements:

A. CONTRACTOR shall:

1. CONTRACTOR shall utilize any COUNTY-prescribed reporting tools and shall ensure timely data entry in the appropriate database(s).
2. CONTRACTOR shall meet regularly (no less than quarterly) with COUNTY staff to discuss: enrollments, youth retention, program design, outcomes (employment and education), program expenditures, staffing, and other elements that have the potential to impact the quality of the programs and services provided under the Agreement.

3. Be responsible for submitting timely and relevant information and data to the COUNTY for the purposes of reporting and program management. Information in the report shall include but is not limited to:
 - a. CONTRACTOR’s performance measures progress;
 - b. CONTRACTOR’s yearly performance goals;
 - c. Youth enrollment number and expenditure updates;
 - d. Work experience expenditure updates and number of youth in work experience;
 - e. Employer/business engagement information; and
 - f. Update on any regional collaboration.
4. Provide detail Work Experience Report on a monthly basis with information regarding the name of clients in Work Experience, worksite location, hourly rate, and job description.
5. No later than February of each year, for youth to be carried forward, from one FY to the next FY, provide list of youth with 12 months or more of services (active enrollment), and the rationale for carrying forward those cases into next FY.
6. No later than February of each year, provide detail report of youth in Work Experience who will be transferred and continue to be serviced into the next FY. The report shall contain the name of the youth, worksite/employer name, number of hours initially assigned to the youth (for example 300 hours), the number of hours pending to be completed (for example 200), and the pay received by the youth. Additionally, CONTRACTOR shall provide a Supportive Services report identifying names of youth enrolled, maximum total supportive service amounts per youth, amount of Supportive Services funds spent per youth, and remaining fund amounts of Supportive Services per youth.
7. Provide (quarterly) data with up-to-date information on all performance items listed in Section VI of this Agreement.

B. COUNTY shall:

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

VI. Performance Measures/Outcomes:

A. CONTRACTOR SHALL:

1. **Enrollment Goals**

Enroll in the program 409 unduplicated youth across COUNTY over the term of the Agreement.

Fiscal Year	North		South		Annual Total
	ISY	OSY	ISY	OSY	
2019/2020	31	74	13	32	150
2020/2021	28	66	10	23	127
2021/2022	31	74	13	32	150

2022/2023	31	74	13	32	150
North County Total	121	288	44	124	577

2. Work Experience Goals

Some of the youth enrolled in the program shall be offered an opportunity to participate in a subsidized Work Experience activity. CONTRACTOR shall provide paid Work Experience for a minimum of 258 youth, for the number of hours and rate specified in Exhibit B-1 Line Item Budget and Narrative:

Work Experience	North		South		Total
	WIOA funded youth	In-kind (by CONTRACTOR)	WIOA funded youth	In-kind (by CONTRACTOR)	
2019/2020	43	13	41	0	97
2020/2021	39	13	29	0	81
2021/2022	37	11	33	0	81
2022/2023	37	11	33	0	81
Total	156	48	136	0	340

3. Yearly Performance Goals

State of California and/or the WDB are able to develop additional performance indicators to ensure a strong return on investment and adequate levels of service and outcomes for the community. CONTRACTOR must meet or exceed the following annual performance goals:

- a. Additional performance indicators. Youth exited each year must meet or exceed the following goals:

YOUTH ANNUAL PERFORMANCE GOALS			
Program	Placed in Employment or Education	Credential Attainment	Measurable Skill Gain
YOUTH	71.00%	60.00%	56.40%

- b. CONTRACTOR must make a good faith effort to, at minimum; exit 50% of youth served (carried forward and new enrollments) each FY. For example, if during FY 2020/2021, 80 youth are carried over from previous FY, and an additional 60 are enrolled, half of the total youth (70) must be exited at the end of FY 2020/2021.

4. Meet or exceed State established annual performance goals per FY.

YOUTH	PY 2019	PY2020	PY2021
Employment Rate 2nd Quarter After Exit	66.9%	71.0%	81.9%
Employment Rate 4th Quarter After Exit	64.0%	71.0%	71.0%

Median Earnings 2nd Quarter After Exit	Baseline	\$3,490	\$3,490
Credential Attainment 4th Quarter After Exit	54.0%	60.0%	60.0%
Measurable Skill Gains	38.0%	56.4%	56.4%

The performance goals for 2022/2023 will be negotiated with the State by the WDB and will be updated accordingly. The performance goals must be met or exceed by CONTRACTOR. Baseline measures represent goals not yet established. Data is being recorded to determine future performance goals.

COUNTY shall provide CONTRACTOR the State established annual performance goals as they are updated on an annual basis.

5. CONTRACTOR shall spend no less than the following amount in each program year on paid or unpaid Work Experience:
 - b. North County: Minimum to be spent on Work Experience based on total annual budget of \$404,532 is \$117,297.
 - c. South County: Minimum to be spent on Work Experience based on total annual budget of \$330,980 is \$102,688.

These numbers are subject to change due to fluctuations in funding and/or changes in federal/state requirements.

VII. General Contract Provisions

A. CONTRACTOR shall:

1. Provide reports in a form and manner as mutually agreed upon as determined reasonably necessary by the COUNTY to the COUNTY's Designated Representative.
2. Return to COUNTY upon expiration or termination of this Agreement any equipment or furniture used by CONTRACTOR as well as any other equipment purchased or provided to CONTRACTOR under this Agreement.
3. Comply with facility management direction when in COUNTY buildings.
4. Monitoring/Audit Exceptions and Disallowed Costs: CONTRACTOR shall be subject to monitoring reviews that cover all fiscal and programmatic terms and conditions of the Agreement and/or prescribed by the State, including cost allocation methodologies. Title 20 CFR Section 683.410(a) requires that each subrecipient must conduct regular oversight and monitoring of its WIOA activities and those of its subrecipients and contractors. This requirement ensures that expenditures meet the cost category and cost limitation requirements of WIOA and the regulations, that there is compliance with other provisions of WIOA and the regulations and other applicable laws and regulations, and to provide technical assistance as needed. Title 20 CFR Section 683.410(a)(6) states that the Governor may issue additional requirements and instructions to subrecipients regarding monitoring activities.

5. CONTRACTOR shall be subjected to program monitoring/reviews. Program monitoring involves the review and verification of essential program documents that support the youth's eligibility for WIOA services. The documents are to be maintained in the youth's case management files. Program monitoring also includes an on-site review of training locations to ascertain that all other necessary and required federal, state and local laws and ordinances are in place and are being enforced. Examples of the items to be reviewed include drug-free work/training environment, Equal Employment Opportunity/Non-discrimination posters, etc.
6. CONTRACTOR shall be subjected to oversight and monitoring of Nondiscrimination and Equal Opportunity policies and procedures.
7. If the CONTRACTOR is not meeting expected performance levels, COUNTY staff may request corrective action plans and/or conduct additional monitoring.

B. COUNTY shall:

1. In connection with the end of the contract term, COUNTY shall perform both a programmatic and a fiscal closeout to determine CONTRACTOR's full compliance with the provisions of the Agreement.
2. COUNTY staff may request corrective action plans and/or conduct additional monitoring if the CONTRACTOR is not meeting expected performance levels.
3. COUNTY shall consider an Agreement modification per FY for the following purposes:
 - a. To transfer unspent direct job seeker costs from one FY to another;
 - b. Changing labor market conditions; or
 - c. New state and federal requirements, including unanticipated funding.

**Revised EXHIBIT B-1
Line Item Budget North County**

Organization:	Goodwill Industries of Ventura and Santa Barbara Counties North County									
	2019/2020		2020/2021		Rev: 2021/2022		2022/2023			
Contract Year:	% Allocated to Contract	Salary	Total Cost to Contract	% Allocated to Contract	Salary	Total Cost to Contract	% Allocated to Contract	Salary	Total Cost to Contract	Total Cost to Contract
I. OPERATING COSTS										
A. WAGES AND FRINGES										
Sr. Director of Workforce Program Manager	5%	\$117,000.00	\$0.00	0%	\$0.00	\$0.00	0%	\$0.00	\$0.00	\$0.00
Youth Services Coordinator I	20%	\$70,980.00	\$14,196.00	20%	\$76,700.00	\$15,340.00	20%	\$76,700.00	\$15,340.00	\$15,340.00
Youth Services Coordinator I	100%	\$51,376.00	\$51,376.00	100%	\$52,000.00	\$52,000.00	100%	\$52,000.00	\$52,000.00	\$52,000.00
Youth Services Specialist	100%	\$51,376.00	\$51,376.00	100%	\$52,000.00	\$52,000.00	100%	\$52,000.00	\$52,000.00	\$52,000.00
Contracts Billing Clerk	100%	\$43,264.00	\$43,264.00	100%	\$46,800.00	\$46,800.00	100%	\$46,800.00	\$46,800.00	\$46,800.00
Administrative Assistant	10%	\$45,968.00	\$4,596.80	10%	\$57,200.00	\$5,720.00	10%	\$57,200.00	\$5,720.00	\$5,720.00
Administrative Assistant	70%	\$37,856.00	\$26,499.20	70%	\$44,200.00	\$30,940.00	70%	\$44,200.00	\$30,940.00	\$30,940.00
Subtotal Wages & Fringes			\$191,308.00			\$202,800.00			\$202,800.00	\$202,800.00
B. OTHER OPERATING										
Advertising			\$2,000.00			\$507.00			\$1,500.00	\$1,500.00
Audit			\$0.00			\$1,000.00			\$1,000.00	\$1,000.00
Copying/Printing			\$1,200.00			\$1,200.00			\$1,200.00	\$1,200.00
Dues/Membership			\$720.00			\$720.00			\$0.00	\$0.00
Equipment Lease/Purchase/Maintenance			\$3,600.00			\$3,600.00			\$2,160.00	\$2,160.00
Facilities Rent/Maintenance			\$21,790.00			\$9,270.00			\$9,270.00	\$9,270.00
Insurance						\$1,650.00			\$0.00	\$0.00
Legal Fees									\$0.00	\$0.00
Meeting Room Rental									\$0.00	\$0.00
Misc. (License, Tax, Other Fees)			\$229.18						\$0.00	\$0.00
Postage									\$0.00	\$0.00
Publications									\$0.00	\$0.00
Staff Development			\$3,941.00			\$3,941.00			\$3,416.70	\$3,416.70
Staff Travel			\$3,600.00			\$3,372.30			\$2,941.00	\$2,941.00
Supplies (Not Testing)			\$1,620.00			\$1,620.00			\$3,372.30	\$3,372.30
Telephone/Communication			\$1,388.00			\$1,388.00			\$1,080.00	\$1,080.00
Utilities			\$480.00			\$480.00			\$1,388.00	\$1,388.00
Other			\$40,568.18			\$28,748.30			\$480.00	\$480.00
Subtotal Other Operating			\$231,876.18			\$229,622.00			\$27,808.00	\$27,808.00
Subtotal Operating			\$127,130.82			\$142,885.00			\$230,608.00	\$230,608.00
C. DIRECT JOB SEEKER COSTS										
Work Experience										
Training			\$24,000.00			\$10,500.00			\$141,899.00	\$141,899.00
Supportive Services			\$21,525.00			\$21,525.00			\$10,500.00	\$10,500.00
Other									\$21,525.00	\$21,525.00
Subtotal Direct Job Seeker Costs			\$173,924.00			\$173,924.00			\$0.00	\$0.00
D. INDIRECT COSTS			\$			\$			\$	\$
E. PROFIT			\$			\$			\$	\$
TOTAL BUDGET			\$404,532.00			\$404,532.00			\$404,532.00	\$404,532.00

Line Item Budget South County

Contract Year:	2019/2020			2020/2021			Revised 2021/2022			2022/2023		
	% Allocated to Contract	Salary	Total Cost to Contract	Salary	Total Cost to Contract	% Allocated to Contract	Salary	Total Cost to Contract	% Allocated to Contract	Salary	Total Cost to Contract	
I. OPERATING COSTS												
A. WAGES AND FRINGES												
Program Manager	10%	\$70,980.00	\$7,098.00	\$74,529.00	\$7,452.90	10%	\$76,700.00	\$7,670.00	10%	\$76,700.00	\$7,670.00	
Youth Services Coordinator	100%	\$51,376.00	\$51,376.00	\$53,945.00	\$53,945.00	100%	\$52,000.00	\$52,000.00	100%	\$52,000.00	\$52,000.00	
Youth Services Specialist	100%	\$43,264.00	\$43,264.00	\$45,427.00	\$45,427.00	100%	\$46,800.00	\$46,800.00	100%	\$46,800.00	\$46,800.00	
Administrative Assistant	50%	\$37,856.00	\$18,928.00	\$39,749.00	\$19,874.50	50%	\$44,200.00	\$22,100.00	50%	\$44,200.00	\$22,100.00	
Billing Clerk	10%	\$45,968.00	\$4,596.80	\$48,266.00	\$4,826.60	10%	\$57,200.00	\$5,720.00	10%	\$57,200.00	\$5,720.00	
Finance Director	5%	\$ 117,000.00	\$5,850.00	\$122,850.00	\$6,142.50	5%	\$122,850.00	\$6,142.50	5%	\$122,850.00	\$6,142.50	
Sr. Director of Workforce	5%	\$ 117,000.00	\$5,850.00	\$122,850.00	\$6,142.50	5%	\$122,850.00	\$6,142.50	5%	\$122,850.00	\$6,142.50	
Subtotal Wages & Fringes			\$136,962.80		\$143,811.00			\$146,575.00			\$146,575.00	
B. OTHER OPERATING												
Advertising			\$2,400.00		\$2,400.00			\$2,400.00			\$2,400.00	
Audit			\$500.00		\$500.00			\$550.00			\$550.00	
Copying/Printing			\$1,440.00		\$1,440.00			\$1,440.00			\$1,440.00	
Dues/Membership			\$360.00		\$360.00			\$0.00			\$0.00	
Equipment Lease/Purchase/Maintenance			\$8,400.00		\$7,200.00			\$2,160.00			\$2,160.00	
Facilities Rent/Maintenance			\$15,600.00		\$4,588.50			\$6,387.45			\$6,387.45	
Insurance			\$825.00		\$825.00			\$825.00			\$825.00	
Legal Fees								\$0.00			\$0.00	
Meeting Room Rental								\$0.00			\$0.00	
Misc. (License, Tax, Other Fees)			\$300.00		\$300.00			\$0.00			\$0.00	
Postage			\$720.00		\$720.00			\$250.00			\$250.00	
Publications								\$0.00			\$0.00	
Staff Development			\$3,304.51		\$2,363.60			\$5,382.90			\$5,382.90	
Staff Travel			\$5,170.00		\$5,170.00			\$5,045.10			\$5,045.10	
Supplies (Not Testing)			\$1,800.00		\$1,800.00			\$4,000.00			\$4,000.00	
Telephone/Communication			\$1,620.00		\$1,620.00			\$720.00			\$720.00	
Utilities			\$1,200.00		\$1,200.00			\$1,200.00			\$1,200.00	
Other			\$480.00		\$480.00			\$480.00			\$480.00	
Subtotal Other Operating			\$44,119.51		\$30,967.10			\$30,840.45			\$30,840.45	
Subtotal Operating			\$181,082.31		\$174,778.10			\$177,415.45			\$177,415.45	
C. DIRECT JOB SEEKER COSTS												
Work Experience			\$121,212.32		\$127,516.90			\$124,929.55			\$124,929.55	
Training			\$15,000.00		\$15,000.00			\$15,000.00			\$15,000.00	
Supportive Services			\$12,325.00		\$12,325.00			\$12,325.00			\$12,325.00	
Other			\$1,360.37		\$1,360.00			\$1,310.00			\$1,310.00	
Subtotal Direct Job Seeker Costs			\$149,897.69		\$156,201.90			\$153,564.55			\$153,564.55	
D. INDIRECT COSTS			\$ -		\$ -			\$ -			\$ -	
E. PROFIT			\$ -		\$ -			\$ -			\$ -	
TOTAL BUDGET			\$330,980.00		\$330,980.00			\$330,980.00			\$330,980.00	

**Line Item Budget Narrative
Youth Service Provider
North**

CONTRACTOR is subject to the federal and state statutes and common law, federal Uniform Administrative Guidance, applicable provisions of the Federal Acquisitions Requirements (FAR) and other federal and state regulations and directives. Budget items included in EXHIBIT B-1 are subject to review and approval. Unanticipated costs not included in description of this Line Item Budget and Narrative are subject to review and approval by COUNTY.

I. Operating Costs:

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

1. One (1) .20 Full Time Employed (FTE) Program Manager.
2. Two (2) FTE Youth Services Coordinators.
3. One (1) FTE Youth Service Specialist.
4. One (1) .10 FTE Billing Clerk.
5. One (1) .70 FTE Administrative Assistant.

B. OTHER OPERATING

1. Advertising: FY 2019/2020 costs aimed at recruitment of youth and employers shall be invoiced monthly for a total of \$2,000 for FY 2019/2020, \$507 for FY 2020/2021, \$1,500 for FY2021/2022 and \$1,500 FY 2022/2023. Disallowable costs are identified under 2 CFR Part 200.421 and include advertising costs for meetings/conventions and memorabilia. Promotional materials must:
 - a) Not have logos promoting local WDBs, CONTRACTOR, etc.
 - b) Be for program use only, not as giveaway.
 - c) Be for number of enrolled youth.
 - d) Be reasonable in amount.
2. Audit: CONTRACTOR's annual financial audit cost. CONTRACTOR is budgeting \$0 for FY 2019/2020 and \$1,000 for FY 2020/2021, \$1,000 for FY 2021/2022 and \$1,000 for FY 2022/2023.
3. Copying/ Printing: This includes the cost of printing youth information/referral materials, recruitment flyers, as well as resumes/cover letters at \$120 per month. The amount budgeted for copying and printing for North County is \$1,200 per year for FY 2019/2020, \$1,200 for FY 2020/2021, \$1,200 for FY 2021/2022 and \$1,200 for FY 2022/2023. Disallowable costs are identified under 2 CFR Part 200.421 and include advertising costs for meetings/conventions and memorabilia. Promotional materials must:
 - a) Not have logos promoting local WDBs, CONTRACTOR, etc.
 - b) Be for program use only, not as giveaway.
 - c) Be for number of enrolled youth.
 - d) Be reasonable in amount.
4. Dues/ Memberships: This cost includes partial payment of Commission of Accreditation of Rehabilitation Facilities and Chamber of Commerce memberships not to exceed \$720 per year for FY 2019/2020, \$720 for FY 2020/2021 \$0 for FY 2021/2022 and \$0 for FY 2022/2023.
5. Equipment (Lease/Purchase/Maintenance): Includes lease of two (2) copy machines at \$150 each for 2 leased copy machines totaling \$300 per month or \$3,600 per year for FY 2019/2020,

\$3,600 for FY 2020/2021, \$2,160 for FY 2021/2022 and \$2,160 for FY 2022/2023. Any equipment cost needs prior approval by COUNTY.

6. Facilities/Rent/Maintenance: Amounts charged to contract to cover CONTRACTOR's offices in Lompoc and Santa Maria are: \$21,790 for FY 2019/2020, \$9,270 for FY 2020/2021, \$9,270 for FY 2021/2022 and \$9,270 for FY 2022/2023. The Santa Maria site is approximately 2,000 square feet and CONTRACTOR shall designate half of this site for Youth Services. CONTRACTOR shall designate 1,200 square feet of the Lompoc site to WIOA Youth Services.
7. Insurance: The total for FY 2020/2021 is \$1,650, \$0 for FY 2021/2022 and \$0 for FY 2022/2023.
8. Legal Fees: This is not included in the budget.
9. Meeting Room Rental: This is not included in the budget.
10. Misc. (License, Tax, and Other Fees): This is not included in budget.
11. Postage: \$229.18 for FY 2019/2020, \$0 for FY 2020/2021, \$0 for FY 2021/2022 and \$0 for FY 2022/2023.
12. Publications: This is not included in budget.
13. Staff Development: \$0 for FY 2019/2020, \$0 for FY 2020/2021, \$3,416.70 for FY 2021/2022 and \$3,416.70 for FY 2022/2023.
14. Staff Travel: Includes mileage reimbursement to staff. It is expected that staff will drive approximately 238 miles per month for 3 staff at .46 per mile. Mileage reimbursement must be at the approved federal rate for mileage reimbursement; for 2018 and 2019 is \$0.545 and \$0.58, respectively. Mileage rates are subject to change for each calendar year. Amount budgeted to contract is \$3,941 per year for FY 2019/2020 and \$3,941 for FY 2020/2021, \$2,941 for FY 2021/2022 and \$2,941 for FY 2022/2023.
15. Supplies (Not Testing): Estimated cost of office supplies specifically toner and paper at \$300 per month. Amount budgeted in contract is \$3,600 for FY 2019/2020, \$3,372.30 for FY 2020/2021, \$3,372.30 for FY 2021/2022 and \$3,372.30 for FY 2022/2023.
16. Telephone/Communication: Cell phone stipends for CONTRACTOR staff at \$45 per month for three (3) staff members. Amount budgeted in contract is \$1,620 for FY 2019/2020, \$1,620 for FY 2020/2021, \$1,080 for FY 2021/2022 and \$1,080 for FY 2022/2023 (at \$30 per month for 3 staff).
17. Utilities: Includes utility bills at two sites at \$115.60 per month. Amount budgeted to contract is \$1,388 for FY 2019/2020, \$1,388 for FY 2020/2021, \$1,388 for FY 2021/2022, and \$1,388 for FY 2022/2023.
18. Other – Payroll Processing: CONTRACTOR utilizes a third-party service to prepare paychecks and W-2's for four (4) staff at \$10 per staff per month. Amount budgeted in contract is \$480 for FY 2019/2020, \$480 for FY 2020/2021, \$480 FY 2021/2022, and \$480 for FY 2022/2023.

C. DIRECT JOB SEEKER COSTS

1. Work Experience:
 - a) Amount budgeted to contract is \$127,130.82 for FY 2019/2020, \$142,885 for FY 2020/2021, \$141,899 for FY 2021/2022, and \$141,899 for FY 2022/2023.
 - b) Number of youth to receive work experience:

Work Experience	North	
	WIOA funded youth	In-kind (by CONTRACTOR)
2019/2020	43	13
2020/2021	39	13
2021/2022	37	11

2022/2023	37	11
Total	156	48

c) Cost Breakdown:

- i. Hourly Rate: Pursuant to WIOA section 181 (a)(1)(A) Individuals participating in a work experience opportunity must be compensated at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills. For individuals with skill sets that do not meet the standard occupational classification qualifications for the position, the wage can be set below the prevailing wage standards but youth shall earn no less than the California’s minimum wage.
 - ii. Fringe Benefit Cost estimate (% is based on salary cost):
 - 1. Workers’ Compensation: 20%
 - 2. FICA Tax: 6.5%
 - 3. SDI Tax: 1.5%
 - 4. Paid Time Off, Sick, Vacation: 0
 - 5. Other: 0
 - iii. Program Management Fee: This includes a one-time \$100 on-boarding fee and 15% management fee to the Foundation for California Community Colleges.
2. Training: Includes \$375 per youth for the National Retail Federation's Customer and Sales Training and Certification.
- a) FY 2019/2020: 64 youth. Amount budgeted is \$24,000.
 - b) FY 2020/2021: 28 youth. Amount budgeted is \$10,500.
 - c) FY 2021/2022 28 youth. Amount budgeted is \$10,500.
 - d) FY 2022/2023: 28 youth. Amount budgeted is \$10,500. With the remainder provided by CONTRACTOR at no cost to COUNTY.
3. Supportive Services: CONTRACTOR has allotted \$200 per youth plus a \$5.00 processing fee each year per youth. Amount budgeted is \$21,525 for FY 2019/2020, \$21,525 for FY 2020/2021, \$21,525 for FY 2021/2022, and \$21,525 for FY 2022/2023.

D. **INDIRECT COST:** CONTRACTOR is not requesting any indirect cost reimbursements.

E. **PROFIT:** CONTRACTOR is not requesting any profit.

II. **CONTRACTOR shall provide at no cost to COUNTY the following:**

	FY 2019/2020	FY 2020/2021	FY 2021/2022
Sr. Director's salary and non-wage cost	\$ 5,850	\$ 6,143	\$ 6,143
CONTRACTOR's financial audit	\$ 1,000	\$ 1,500	\$ 1,500
Lompoc Workforce Office rent	\$ 10,650		
Lompoc and Santa Maria Workforce Office rent		\$ 23,710	\$ 23,710
General and Liability Insurance	\$ 1,650	\$ -	\$ -
CONTRACTOR will provide 38 youth with Work Experience	\$ 40,000	\$ 40,000	\$ 42,667
\$100 gift card for clothes (Supportive Services) per youth	\$ 10,500	\$ 10,500	\$ 10,500

Customer Service Certificate Classes at \$375 each. FY 2020/2021: 67 classes to be offered to youth FY 2021/2022: 56 classes to be offered to youth	\$ -	\$ 25,125	\$ 21,000
Total	\$ 69,650	\$ 106,978	\$ 105,520

**Line Item Budget Narrative
Youth Service Provider
South**

CONTRACTOR is subject to the federal and state statutes and common law, federal Uniform Administrative Guidance, applicable provisions of the FAR, and other federal and state regulations and directives. Budget items included in EXHIBIT B-1 are subject to review and approval. Unanticipated costs not included in description of this Line Item Budget and Narrative are subject to review and approval by COUNTY.

I. Operating Costs:

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

1. One (1) .10 Full Time Employed (FTE) Program Manager.
2. One (1) FTE youth Services Coordinators.
3. One (1) FTE youth Service Specialist.
4. One (1) 0.50 FTE Administrative Assistant.
5. One (1) 0.10 FTE Billing Clerk.
6. One (1) 0.05 FTE Finance Director.
7. One (1) 0.05 FTE Sr. Director of Workforce.

B. OTHER OPERATING

1. Advertising: costs aimed at recruitment of youth and employers shall be invoiced monthly for a total of \$2,400 for FY 2019/2020, \$2,400 for FY 2020/2021, \$2,400 for FY 2021/2022 and \$2,400 for FY 2022/2023. Disallowable costs are identified under 2 CFR Part 200.421 and include advertising costs for meeting/conventions and memorabilia. Promotional materials must:
 - a) Not have logos promoting local WDBs, CONTRACTOR, etc.
 - b) Be for program use only, not as giveaway.
 - c) Be for number of enrolled youth
 - d) Be reasonable in amount.
2. Audit: Contractor's annual financial audit cost is \$500 for FY 2019/2020, \$500 for FY 2020/2021, \$550 for FY 2021/2022, and \$550 for FY 2022/2023.
3. Copying/Printing: This includes the cost of printing youth information/referral materials, recruitment flyers, as well as resumes/cover letters at \$120 per month or \$1,440 for FY 2019/2020, \$1,440 for FY 2020/2021, \$1,440 for FY 2021/2022, and \$1,440 for FY 2022/2023. Disallowable costs are identified under 2 CFR Part 200.421 and include advertising costs for meetings/conventions and memorabilia. Promotional materials must:
 - a) Not have logos promoting local WDBs, CONTRACTOR, etc.
 - b) Be for program use only, not as giveaway.
 - c) Be for number of enrolled youth.
 - d) Be reasonable in amount.
4. Dues/Memberships: This cost includes partial payment of Commission of Accreditation of Rehabilitation Facilities and Chamber of Commerce memberships. \$360 per year for FY 2019/2020, \$360 for FY 2020/2021, \$0 for FY 2021/2022, and \$0 for FY 2022/2023.
5. Equipment (Lease/Purchase/Maintenance): This covers \$600 per month for one lease copy machine and part of telephones, and three laptops for employees at \$400 each. Total equipment cost not to exceed \$8,400 for FY 2019/2020, \$7,200 for FY 2020/2021, \$ 2,160 for

FY 2021/2022, and \$2,160 for FY 2022/2023. Any equipment cost needs prior approval by COUNTY.

6. Facilities/Rent Maintenance: CONTRACTOR's Santa Barbara office is 800 sq. ft. CONTRACTOR's cost is \$1,300 per month or \$15,600 per year. The amount budgeted to COUNTY for FY 2019/2020 is \$15,600. For FY 2020/2021 the total amount charged is \$4,588.50 with the remainder provided at no cost to COUNTY. For FY 2021/2022 and FY 2022/2023 the total amount charged is \$6,387.45 with the remainder at no cost to COUNTY.
7. Insurance: The total cost is \$825 for FY 2019/2020, \$825 FY 2020/2021, \$825 for FY 2021/2022 and \$825 for FY 2022/2023.
8. Legal Fees: This is not included in budget.
9. Meeting Room Rental: This is not included in budget.
10. Miscellaneous: (License/Tax/Other Fees): Chamber of Commerce fees, business license, and parking permits for staff not to exceed \$300 per year for FY 2019/2020, \$300 for FY 2020/2021, \$0 for FY 2021/2022, and \$0 for FY 2022/2023.
11. Postage: Includes \$60 per month for stamps as follows, \$720 for FY 2019/2020, \$720 for FY 2020/2021, \$250 for FY 2021/2022, and \$250 for FY 2022/2023.
12. Publications: This is not included in budget.
13. Staff Development: Includes conferences (CWA), seminars or pertinent staff training relative to working with WIOA youth not to exceed: \$3,304.51 FY 2019/2020, \$2,363.60 for FY 2020/2021, \$5,382.90 for FY 2021/2022 and \$5,382.90 for FY 2022/2023.
14. Staff Travel: Includes mileage reimbursement to staff. It is expected that staff (2-3) will drive approximately 1674.2 miles per month at .46 per mile. Mileage reimbursement must be at the approved federal rate for mileage reimbursement; for 2018 and 2019 is \$0.545 and \$0.58, respectively. Mileage rates are subject to change for each Calendar Year. Amount budgeted in contract is \$5,170 for FY 2019/2020, \$5,170 for FY 2020/2021, \$5,045.10 for FY 2021/2022, and \$5,045.10 for FY 2022/2023.
15. Supplies (Not Testing): Estimated cost of office supplies specifically toner and paper at \$150 per month or \$1,800 per year for FY 2019/2020, \$1,800 for FY 2020/2021, \$4,000 for FY 2021/2022, and \$4,000 for FY 2022/2023.
16. Telephone/Communication: Cell phone stipend for CONTRACTOR staff at \$45 per month for three (3) staff members or \$1,620 per year for FY 2019/2020 and \$1,620 for FY 2020/2021, \$720 for FY 2021/2022, and \$720 for FY 2022/2023.
17. Utilities: Includes utility bill for one site at \$100 per month. Amount budgeted in contract is \$1,200 for FY 2019/2020, \$1,200 for FY 2020/2021, \$1,200 for FY 2021/2022, and \$1,200 for FY 2022/2023
18. Other – Payroll Processing: CONTRACTOR utilizes a third-party service to prepare paychecks and W-2's for four (4) staff at \$10 per month. Amount budgeted in contract is \$480 for FY 2019/2020, \$480 for FY 2020/2021, \$480 for FY 2021/2022, and \$480 for FY 2022/2023.

C. DIRECT JOB SEEKER COSTS

1. Work Experience:
 - a) Amount budgeted to contract is \$121,212.32 for FY 2019/2020; \$127,516.90 for FY 2020/2021; and \$124,929.55 for FY 2021/2022, and \$124,929.55 for FY 2022/2023.
 - b) Number of youth to receive work experience:

Work Experience	South	
	WIOA funded youth	In-kind (by CONTRACTOR)
2019/2020	41	0
2020/2021	29	0
2021/2022	33	0
2022/2023	33	0
Total	136	0

c) Cost Breakdown:

- i. Hourly Rate: Pursuant to WIOA section 181 (a)(1)(A) Individuals participating in a work experience opportunity must be compensated at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills. For individuals with skill sets that do not meet the standard occupational classification qualifications for the position, the wage can be set below the prevailing wage standards but youth shall earn no less than the California’s minimum wage.
 - ii. Fringe Benefit Cost estimate (% is based on salary cost):
 - 1. Workers’ Compensation: 20%
 - 2. FICA Tax: 6.5%
 - 3. SDI Tax: 1.5%
 - 4. Paid Time Off, Sick, Vacation: 0
 - 5. Other: 0
 - iii. Program Management Fee: This includes a one-time \$100 on-boarding fee and 15% management fee to the Foundation for California Community Colleges.
2. Training includes \$375 per youth of the National Retail Federation’s Customer and Sales Training and Certification for 40 youth per year. Amount budgeted in contract is \$15,000 for FY 2019/2020, \$15,000 for FY 2020/2021, \$15,000 for FY 2021/2022, and \$15,000 for FY 2022/2023.
 3. Supportive Services: CONTRACTOR has allotted \$268 per youth plus a \$5.00 processing fee each year per youth. Amount budgeted is \$12,325 for FY 2019/2020, \$12,325 for FY 2020/2021, \$12,325 for FY 2021/2022, and \$12,325 for FY 2022/2023.
 4. Other: Other – Purchase of CASAS TABE, if necessary and other interest or aptitude inventories/tests. Amount budgeted is \$1,360.37 for FY 2019/2020, \$1,360 for FY 2020/2021, \$1,310 for FY 2021/2022, and \$1,310 for FY 2022/2023.

D. **INDIRECT COST:** CONTRACTOR is not requesting any indirect cost reimbursements.

E. **PROFIT:** CONTRACTOR is not requesting any profit.

II. **CONTRACTOR to Provide at No Cost to County:**

	FY 2019/2020	FY 2020/2021	FY 2021/2022
Santa Barbara Workforce Office rent	\$ 13,200	\$ 24,212	\$ 22,413
\$100 gift card for clothes (Supportive Services) per youth	\$ 4,500	\$ 4,500	\$ 4,500
Customer Service Certificate Classes at \$375 each. FY 2021/2022: 3 classes to be offered to youth	\$ -	\$ -	\$ 1,125
Total	\$ 17,700	\$ 28,712	\$ 28,038

EXHIBIT D

GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS WORKFORCE INNOVATION AND OPPORTUNITY ACT

The following applies to all programs and/or projects funded under the Workforce Innovation and Opportunity Act (WIOA) conducted by **Goodwill Industries of Ventura and Santa Barbara Counties**, which is hereinafter referred to as "CONTRACTOR".

1. COMPLIANCE

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

- A. The provisions of the WIOA of 2014; the Office of Management and Budget (OMB) Uniform Administrative Requirements, Allowable Costs, Cost Principles, and Audit Requirements for Federal Awards, Final Rule at 2 Code of Federal Regulations (CFR), Chapter I and Chapter II, Part 200, et al (hereafter referred to as Uniform Guidance 2 CFR Part 200); and the Department of Labor's (DOL) exceptions at 2 CFR Chapter II, Part 2900, et al. (hereafter referred to as DOL Exceptions 2 CFR Part 2900); and all regulations, legislation, directives, policies, procedures and amendments issued pursuant thereto.
- B. All State legislation and regulations to the extent permitted by Federal law and all policies, directives and/or procedures, which implement the WIOA.
- C. The provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to DOL job training programs.
- D. CONTRACTOR will ensure diligence in managing programs under this Agreement, including performing appropriate monitoring of its activities and taking prompt corrective action against known violations of the WIOA. CONTRACTOR agrees to conform to the provisions of the WIOA and the contract requirements as referenced in Uniform Guidance 2 CFR Part 200, Appendix II and DOL Exceptions 2 CFR Part 2900, Appendix II to Part 200.

2. CERTIFICATIONS / ASSURANCES

Except as otherwise indicated, the following certifications apply to all CONTRACTORS.

- A. **Corporate Registration:** CONTRACTOR, if it is a corporation, certifies it is registered with the Secretary of State of California.
- B. **American's Disabilities Act (ADA):** CONTRACTOR agrees to comply with the American's Disabilities Act (ADA) of 1990, which, prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C.12101 et seq.)
- C. **False Claims Act:** CONTRACTOR, by signing this Agreement, agrees to assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets. CONTRACTOR shall assure that all annual, final fiscal reports, monthly claims, invoices, and vouchers, it submits for the purpose of requesting payment will include a certification, signed by an official who is authorized to legally bind CONTRACTOR, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete,

and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise." (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

- D. **Authority to Bind CONTRACTOR:** CONTRACTOR shall furnish the WDB in writing, a list of persons authorized to execute on behalf of CONTRACTOR: Agreements, modifications to Agreements, invoices or other documents as may be required by the WDB.
- E. **Sectarian Activities:** CONTRACTOR certifies that this Agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any School, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- F. **National Labor Relations Board:** CONTRACTOR (if not a public entity), by signing this Agreement, does swear under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal court has been issued against CONTRACTOR within the immediately preceding two-year period because of the CONTRACTOR's failure to comply with an order of a Federal court, which orders CONTRACTOR to comply with an order of the National Labor Relations Board (PCC10296).
- G. **Prior Findings:** CONTRACTOR by signing this Agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous Agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of the final finding and determination, including repayment of debts.
- H. **Drug-Free Workplace Certification:** By signing this Agreement, CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 2. Establish a Drug-Free Awareness Program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
 3. Every CONTRACTOR employee who works on this Agreement will:
 - i. Receive a copy of CONTRACTOR's drug-free policy statement; and
 - ii. Agree to abide by the terms of the CONTRACTOR's drug-free policy statement as a condition of employment on the Agreement.
- I. **Child Support Compliance Act:** In accordance with the Child Support Compliance Act, CONTRACTOR recognizes and acknowledges: The importance of child and family support obligations and shall fully comply with the applicable State and Federal laws relating to child and family support enforcement,

including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and that to the best of its knowledge CONTRACTOR is fully complying with the earnings assignment orders of all CONTRACTOR's employees and is providing the names of all new CONTRACTOR's employees to the New Employee Registry maintained by the State of California Employment Development Department (EDD).

J. **Debarment and Suspension Certification:** Agreements must not be issued for any entity listed on the Excluded Parties List System in the System for Award Management (SAM). When the CONTRACTOR is unable to certify the following to any of the statements in this certification, CONTRACTOR shall attach an explanation to this agreement. By signing this Agreement, CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that CONTRACTOR will comply with regulations implementing Executive Order 12549, Debarment and Suspension, Uniform Guidance 2 CFR Part 200, Appendix I, and that CONTRACTOR, to the best of its knowledge and belief, certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Agreement. Nor shall CONTRACTOR have, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State or local), with commission of any of the offenses enumerated in Section 2 of this Debarment and Suspension Certification.
4. Have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default. Where CONTRACTOR is unable to certify to any of the statements in this Debarment and Suspension Certification, it shall attach an explanation to this Agreement.

K. **Lobbying Certification:** Contractors bidding over \$100,000 must comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). By signing this AGREEMENT CONTRACTOR hereby assures and certifies to compliance with the lobbying restrictions which are codified in the DOL regulations at Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR 2900, as follows:

1. No Federal appropriated funds have been paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant loan, or cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to

any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. CONTRACTOR shall require that the language of the lobbying restrictions be included in the award documents for Agreement transactions over \$100,000 (per OMB) at all tiers (including AGREEMENTs, contracts, and subcontracts, under grants, loan, or cooperative Agreements), and that all sub-recipients shall certify and disclose accordingly.
 4. This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
- L. **Priority Hiring Considerations:** If this AGREEMENT includes services in excess of \$200,000, CONTRACTOR shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Section Code 11200 in accordance with Public Contract Code §10353.
- M. **Sweatfree Code of Conduct:** All CONTRACTORS that contract for the procurement or laundering of apparel, garments, or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the State pursuant to the contract have been laundered or produced, in whole or in part, by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. CONTRACTOR further declares under penalty of perjury that it will adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108. CONTRACTOR agrees to cooperate fully in providing reasonable access to CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by authorized officials of the WDB, State of California EDD, the Department of Industrial Relations, or the Department of Justice to determine CONTRACTOR's compliance with the requirements of the Sweatfree Code of Conduct.
- N. **Unenforceable Provision:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected hereby.
- O. **Non-discrimination Clause / Affirmative Action / Equal Employment Opportunity:**

The conduct of the parties to this Agreement will be in accordance with Title VI of the Civil Rights Act of 1964 and the Rules and Regulations promulgated hereunder and the provisions of WIOA Section 188.

As a condition to the Agreement of financial assistance from the DOL under WIOA, CONTRACTOR assures that it will comply fully with the non-discrimination and equal opportunity provisions of the following laws:

- i. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA financially assisted program or activity;
 - ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
 - iii. CONTRACTOR will take affirmative action to assure that no individual will be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration or in connection with any services or activities authorized under the WIOA in violation of any applicable nondiscrimination law, including laws prohibiting discrimination on the basis of race; color; religion; sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity); national origin (including limited English proficiency); age; disability; political affiliation or belief; or against any beneficiary of, applicant to, or youth in, programs financially assisted under Title I of the WIOA, on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity. All complaints alleging discrimination must be filed and processed according to the procedure in the applicable DOL nondiscrimination regulations. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - iv. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
1. CONTRACTOR also assures that it will comply with Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, and all other regulations implementing the laws listed above. This assurance applies to CONTRACTOR's operation of the WIOA financially assisted program or activity, and to all Agreements that CONTRACTOR makes to carry out the WIOA financially assisted program or activity. CONTRACTOR understands that the United States has the right to seek judicial enforcement of this assurance.
 2. CONTRACTOR shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
 3. CONTRACTOR will take affirmative action to assure that no individual will be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration or in connection with any services or activities authorized under the WIOA in violation of any applicable nondiscrimination law, including laws prohibiting discrimination on the basis of age, race, sex, color, religion, national origin, disability, political affiliation or belief. All complaints alleging discrimination must be filed and processed according to the procedure in the applicable DOL nondiscrimination regulations.
 4. CONTRACTOR will assure that discriminatory job orders will not be accepted, except where the stated requirement is a bona fide occupational qualification (BFOQ). See, generally, 42

U.S.C. 2000(e)–2(e), 29 CFR parts 1604, 1606, 1625. (3)

5. CONTRACTOR will assure that employment testing programs will comply with 41 CFR part 60–3 and 29 CFR part 32 and 29 CFR 1627.3(b)(iv).
 6. CONTRACTOR agrees to conform to non-discrimination and equal opportunity requirements and procedures, including the WDB’s grievance and complaint procedures in compliance with the WIOA, the Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, Federal regulations and State statutes, regulations and policy.
 7. CONTRACTOR will be governed by WIOA procedures relating to complaints alleging violations of the WIOA, regulations, other Agreements under the WIOA including terms and conditions of employment. Youth will be notified in writing, upon enrollment into employment or training, of the WIOA complaint procedures including notification of their right to file a complaint and instructions on how to do so. Complaint procedures include: (1) the right to file a complaint, (2) the opportunity to resolve complaints informally, (3) written notice of hearings, and (4) a final decision within sixty (60) days of the date of filing.
 8. CONTRACTOR will comply with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL”.
 9. CONTRACTOR shall ensure equal employment opportunity based on objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, performance evaluation, and employee management relations.
- P. **Salary and Bonus Limitations:** In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading “Employment and Training” that are available for expenditure on or after June 15, 2006, including funds expended pursuant to this Agreement, shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply contractors providing goods and services as defined in Uniform Guidance 2 CFR Part 200 and the DOL Exceptions 2 CFR Part 2900. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the States, the compensation levels for programs involved including DOL Employment and Training Administration programs. See Training and Employment Guidance Letter #05-06 for further clarification at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262.

The incurrence of costs and receiving reimbursement for these costs under this Agreement certifies that CONTRACTOR has read the above special condition and is in compliance.

- Q. **Federal Funding Accountability and Transparency Act (FFATA):** As required by FFATA, recipients of Federal awards are required to report sub-award and executive compensation information. By signing this Agreement, CONTRACTOR hereby assures and certifies to comply with the provisions of FFATA, which includes requirements referenced in Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900.

- R. **Contamination and Pollution Including, But Not Limited to, Air or Water Pollution Violation:** Under State laws, CONTRACTOR shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to any cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of Federal law relating to air or water pollution. CONTRACTOR, solely at its own cost and expense, will provide clean-up of any premises, property or natural resources contaminated or polluted due to CONTRACTOR'S activities. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities of the CONTRACTOR will be borne entirely by the CONTRACTOR.
- S. **Clean Air and Water Acts** For all Agreements between COUNTY and CONTRACTOR in excess of \$150,000, CONTRACTOR shall comply with Section 306 of the Clean Air Act (42 USC § 7606), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and United States Environmental Protection Agency regulations (Title 2 of CFR).
- T. **Solid Waste Disposal Act.** For all Agreements between COUNTY and CONTRACTOR in which an item or items in excess of \$10,000 are procured, CONTRACTOR shall comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962) and 40 CFR part 247.
- U. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** CONTRACTOR shall comply with Section 2 CFR Part 200.216. CONTRACTOR shall be prohibited from obligating or expending loan or grant funds to: procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- V. **Domestic Preferences for Procurements.** CONTRACTOR shall comply with Section 2 CFR Part 200.322. CONTRACTOR should, as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes here, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) PROGRAMS

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

A. Compliance

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

1. The WIOA, Public Law 105-220, all federal regulations and Governors' policies and procedures issued pursuant to WIOA, and any new legislation, regulation, policy and procedures which may replace or amend the WIOA.

2. The items and conditions of the Agreement between the State and COUNTY for WIOA funds for the applicable FY in which WIOA funds are provided by COUNTY to CONTRACTOR, and all applicable Federal, State, COUNTY and WIOA Regulations, COUNTY Agreement Directives and Policies.
3. CONTRACTOR represents and warrants that it is familiar with all laws, regulations, COUNTY rules and COUNTY policies and procedures affecting its requirements under the performance of the Agreement. Measured performance below goals and standards and/or non-compliance with applicable rules and regulations will constitute non-compliance with the terms of the Agreement.

B. Charging of Costs

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

C. Allowable Costs

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

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

D. Maintenance of Effort/Union Concurrence

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

E. Prevailing Wage

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

F. Minimum Wage

Individuals employed in activities authorized under WIOA will be paid wages which will not be less than the highest of (a) the minimum wage under Section 6(a)(1) of the Fair Labor Standards Act of 1938 (b) the

minimum wage under the applicable State or local minimum wage law, (c) the prevailing rates of pay for individuals employed in similar occupations by the same employer, or (d) minimum wage as determined by the COUNTY Demand Occupation List. (WIOA Reg. 667.272)

G. Benefits and Working Conditions

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

H. Additional Nondiscrimination and Equal Opportunity Provisions

In accordance with 29 CFR Part 37 and 29 CFR Part 38, as a condition to the award of financial assistance from the Department of Labor under Title I of the WIOA, CONTRACTOR assures that it will comply fully with the Nondiscrimination and Equal Opportunity Provisions of the following laws: Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, gender identity and transgender status), national origin (including limited English proficiency), age, disability (temporary or permanent), unlawful harassment, political affiliation or belief, citizenship, or participation in WIOA. CONTRACTOR also assures that it will comply with WIOA's implementing regulations when they are promulgated and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I financially assisted program or activity. CONTRACTOR understands that the United States has the right to seek judicial enforcement of this assurance. Participation in programs and activities financially assisted in whole or in part under WIOA or other fund source will be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the Attorney General to work in the United States. CONTRACTOR agrees to abide by the Immigration Reform and Control Act of 1986, as amended. Additionally, priority for services should be given to veterans and their eligible spouses, as outlined in EDD Directive WSD19-04 Priority of Service for Veterans and Eligible Spouses.

I. Definitions

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

J. Tracking Costs by WIOA Cost Category

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

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

K. Financial Aid

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

L. Reporting Fraud or Abuse

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

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

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

1. Health and safety standards established under state and federal law, otherwise applicable to the working conditions of employees, will be equally applicable to working conditions of youth. With respect to any youth in a program conducted under WIOA who is engaged in activities which are not covered by health and safety standards under the Occupational Safety and Health Act of 1970 as amended, the Secretary will prescribe, by regulation, such standards as may be necessary to protect the health and safety of such youths. CONTRACTOR hereby assures and certifies compliance with all provisions of the California Labor Code and the Fair Labor Standards Act as amended by the Occupational Safety and Health Act of 1970, as amended. (WIOA Reg. 667.274)
2. Where youth are engaged in activities not covered under the Occupational Safety and Health Act of 1970 as amended, CONTRACTOR will ensure that youth are not permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the youth's health or safety. Youth employed or trained for occupations that are inherently dangerous (e.g., fire or police jobs) will be assigned to work in accordance with reasonable safety practices.

N. Training Conditions

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

O. Recovery of WIOA Tuition and Training Refunds

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

P. Property Management

1. Insurance

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

2. Purchase and Maintenance of Equipment

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

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

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

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

Q. Theft or Embezzlement

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

R. Duplicate Funding

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

S. Relocation Act

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

T. Selective Service Act

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

U. Employment Generating Activities Prohibited

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

V. Rights

CONTRACTOR shall comply with 29 CFR Section 97.36 (i) (8) which states, in part, that Agreements must contain languages pertaining to any patent rights that might be discovered under the Agreement. With respect to inventions made by CONTRACTOR in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, CONTRACTOR hereby grants to COUNTY and state a license as described in paragraphs 1 and 2 below of this section for devices or material incorporating, or made through the use of such inventions. If such inventions result from research work specifically included within the Agreement's scope of work, then CONTRACTOR agrees to assign to COUNTY and state, without additional compensation, all its right, title and interest in and to such inventions and to assist COUNTY and state in securing United States and foreign patent with respect thereto.

Retained Rights/License Rights

1. Except for intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and state and which result directly or indirectly from this Agreement, CONTRACTOR shall retain title to all of its Intellectual Property to the extent such Intellectual property is in existence prior to the effective date of this agreement. CONTRACTOR hereby grants to COUNTY and state, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of CONTRACTOR 'S Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless CONTRACTOR assigns all rights, title and interest in the Intellectual Property as set forth herein.

2. Nothing in this provision shall restrict, limit, or otherwise prevent CONTRACTOR from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that CONTRACTOR'S use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of COUNTY and state or third party, or result in a breach or default of any provisions required by COUNTY or state including the Intellectual Property Provisions specified in the WIOA subgrant agreement for the applicable program year incorporated herein by this reference as though set forth in full, or result in a breach of any provisions of law relating to confidentiality.

W. Employment of Mechanics and/or Laborers

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

X. Federal Award Identification Information (Applicable to Subaward)

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

Federal Award Identification Information (Applicable to Subaward)		
i. Subrecipient Name (which must match the registered name in DUNS)	Goodwill Industries of Ventura and Sant	
ii. Subrecipient DUNS number	079706385	
iii. Federal Award Identification Number (FAIN)	17.259	
iv. Federal Award Date	08/21/18	
v. Subaward Period of Performance	Start Date	07/01/19
	End Date	06/30/22
vi. Amount of Federal Funds Obligated by this action	\$ 2,206,536.00	
vii. Total Amt of Federal Funds Obligated to subrecipient	\$ 2,206,536.00	
viii. Total Amount of the Federal Award		
ix. Federal award project description*	WIOA Youth Service Provider	
x. Name of Federal awarding agency,	Department of Labor	
Pass through entity,	EDD/WDB	
And contact information for awarding official		
xi. CFDA	Number	17.259
	Name	WIOA Youth Formula
xii. Is the award research and development?	No	
xiii. Indirect cost rate for the Federal award (including if the de minimus rate is charged per §200.414 Indirect (F&A) costs.	0	

ATTACHMENT 2 Key Terms and Definitions

This Attachment contains definitions to terms used in the Agreement.

1. **Adult Education:** Academic instruction and education services below the postsecondary level that increases an individual's ability to read, write, and speak in English, and perform mathematics or other activities necessary for the attainment of a Secondary School diploma or its recognized equivalent, transition to postsecondary education and training, and obtain employment as defined in WIOA Section 203.

2. **Attending School:** An individual is considered to be Attending School if the individual is enrolled in Secondary or Postsecondary School. If a youth is between high school graduation and postsecondary education, the youth is considered an In-School (IS) youth if they are registered for postsecondary education, even if they have not yet begun postsecondary classes. However, if the youth registers for postsecondary education, but does not follow through with attending classes, the youth is considered Out-of-School (OS) youth if the eligibility determination is made after youth decided not to attend postsecondary education. Youth on summer break are considered IS youth if they are enrolled to continue School in the fall.

3. **Basic Skills Deficient:** Is an individual who meets any of the following qualities:
 - A. Lacks a high school diploma or high school equivalency and is not enrolled in post-secondary education.
 - B. Enrolled in Adult Education/Literacy Program.
 - C. English, reading, writing, or computing skills at an 8.9 or below grade level.
 - D. Determined to have limited English skills through staff-documented observations.
 - E. Other objective criteria determined to be appropriate by the COUNTY and documented in its required policy.

4. **Employment Services:** Preparation services for unsubsidized employment opportunities, and in appropriate cases, effective connections to employers, including those in the designated industry sectors. Employment Services to youth shall include:
 - A. Job readiness services including:
 - i. Instruction on interviewing skills;
 - ii. Career exploration which shall provide youths information about in-demand industry sectors and occupations, and postsecondary education opportunities; and
 - iii. Assistance in completing a job application.
 - B. Provide job placement services including:
 - i. Providing hands-on guidance drafting a cover letter, filling out a job application, and updating or targeting resume for position;
 - ii. Provide job interview coaching, which shall include providing hands-on preparation for interviews, review commonly asked questions in an interview and information about proper interview attire; and
 - iii. Other necessary job placement related topics.

5. **English Language Learner:** Individuals with limited ability in reading, writing, speaking or comprehending the English language because English is not their native language, or they live in a family or community environment where a language other than English is the dominant language
6. **Follow-up Services:** Contact with youth after exit from program to improve individual outcomes and program performance. Youth shall be contacted at least three times per quarter for one year after exit from program.
7. **Low-Income (Individual):** An individual who:
 - A. Receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received, assistance through the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008 (7 U.S.C. 2011, et seq.), the program of block grants to States for temporary assistance for needy families program under part A of title IV of the Social Security Act (42 U.S.C. 601, et seq.), the supplemental security income program established under title XVI of the Social Security Act (42 U.S.C. 1381 et seq.), or State or local income-based public assistance;
 - B. Is in a family with total family income that does not exceed the higher of:
 - i. the poverty line; or
 - ii. 70 percent of the lower living standard income level;
 - C. Is a homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), or a homeless child or youth (as defined under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)));
 - D. Receives or is eligible to receive a free or reduced price lunch under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.);
 - E. Is a foster child on behalf of whom State or local government payments are made; or
 - F. Is an individual with a disability whose own income meets the Low-Income requirement, but who is a member of a family whose income does not meet this requirement.
8. **Not Attending School:** An individual who is not attending a secondary or Postsecondary School. In addition, individuals enrolled in the following programs would be considered an OS youth for eligibility purposes:
 - A. WIOA Title II Adult Education, YouthBuild, Job Corps, high school equivalency program, or dropout re-engagement programs.
 - i. A youth attending a high school equivalency program funded by the public K-12 School system who is classified by the School system as still enrolled in School are the exception; the youth would be considered an IS youth (20 CFR Section 681.230).
9. **Performance Measures:**
 - A. **Employment, Education, or Training:** The percentage of youth who are in education or training activities, or in unsubsidized employment, during the second quarter after exit from the program.
 - B. **Retention:** The percentage of program youth who are in education or training activities, or in unsubsidized employment, during the fourth quarter after exit from the program.
 - C. **Earnings:** The median earnings of program youth who are in unsubsidized employment during the second quarter after exit from the program.

- D. **Degree or Certificate Attainment:** The percentage of program youth who obtain a recognized postsecondary credential or a Secondary School diploma or its recognized equivalent during participation in or within one year after exit from the program.
- E. **In Program Skills Gain:** The percentage of program youth who, during the Fiscal Year are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains toward such a credential or employment.
- F. **Business Services.** Performance indicator(s) shall be established to measure the effectiveness of the program in serving employers.

10. **Postsecondary School:** California community colleges and accredited public and private universities (EC Section 66010).

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

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

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

- 12. **School:** Any secondary or Postsecondary School (20 CFR Section 681.230). These include, but are not limited to, traditional K-12 public schools and private schools (e.g., continuation, magnet, charter, and home).
- 13. **School Dropout:** An individual who is no longer attending any School and has not received a Secondary School diploma or its recognized equivalent. This term does not include individuals who dropped out of Postsecondary School.
- 14. **Secondary School:** A nonprofit institutional day or resident school, including a public secondary charter school, that provides secondary education, as determined under state law, except that the term does not include any education beyond grade 12 (20 U.S.C. Section 1401[27]).
- 15. **Supportive Services:** Includes financial-based or physical accommodations that are reasonable and necessary for a youth to participate in authorized activities. Documentation of need will be documented and case noted in CalJOBS and the Individualized Service Strategy and will be tied to an activity that supports a youth's goals. Supportive Services are provided to assist youth with the cost of transportation, School supplies and materials, work appropriate attire, uniforms, etc. to ensure goal attainment.
- 16. **The Nondiscrimination and Equal Opportunity:** Provisions found in Section 188 of WIOA and 29 CFR Part 38 prohibit discrimination on the basis of race; color; religion; sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity); national origin (including Limited English Proficiency (LEP)); age; disability; political affiliation or belief; or, for beneficiaries, applicants, and youth only, on the basis of citizenship status or participation in a WIOA Title I-financially assisted program or activity.

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