

**ATTACHMENT 2**

Minute Order and Executed Agreement with Goodwill - WIOA Youth Services  
North and South County



# County of Santa Barbara BOARD OF SUPERVISORS

## Minute Order

July 2, 2019

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**Present:** 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Adam, and Supervisor Lavagnino

SOCIAL SERVICES

File Reference No. 19-00592

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

- a) Approve, ratify and authorize the Chair to execute an Agreement with Goodwill Industries of Ventura and Santa Barbara Counties, to provide the Workforce Innovation and Opportunity Act Youth Services in Santa Barbara County (North and South County), for the period of July 1, 2019 through June 30, 2022, in a total contract amount not to exceed \$2,206,536.00 (Annual contract amount for North County shall not exceed \$404,532.00; Annual contract amount for South County shall not exceed \$330,980.00);
- b) Authorize the Director of Social Services or designee to adjust the Line Item Budget of the Goodwill Industries of Ventura and Santa Barbara Counties Youth Program Operator Services in Santa Barbara North and South County Agreements, without exceeding the total contract amount;
- c) Authorize the Director of Social Services or designee subject to appropriations and budget approval to amend the Agreement by increasing the maximum contract amount in an amount not to exceed amount of unused obligated funds from previous Fiscal Year to the next Fiscal Year; and
- d) Determine that the activity is not a "Project" subject to California Environmental Quality Act (CEQA) review per CEQA Guideline Section 15378(b)(5), since the activity is an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment.

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

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

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

**Ayes:** 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Adam, and Supervisor Lavagnino

## **AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

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

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

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

### **1. DESIGNATED REPRESENTATIVE**

Raymond L. McDonald at phone number (805) 681-4453 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Laura Kistner at phone number (805)981-0130 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

### **2. NOTICES**

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery, email, or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:                      Ray McDonald, Executive Director, Workforce Development Board  
234 Camino Del Remedio, Santa Barbara, CA 93110.  
[R.McDonald@sbcsocialserv.org](mailto:R.McDonald@sbcsocialserv.org)

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

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

### **3. SCOPE OF SERVICES**

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

### **4. TERM**

CONTRACTOR shall commence performance on July 1, 2019 and end performance upon completion, but no later than June 30, 2022 unless otherwise directed by COUNTY or unless earlier terminated. The COUNTY at the end of the contract term has an option to renegotiate one (1) additional one (1) year renewal without rebidding with thirty (30) days written notice to the Contractor prior to the expiration of the initial term. A renewal determination will be contingent upon CONTRACTOR's satisfactory achievement of agreed upon performance measures.

Goodwill for WIOA Youth Operator North & South County - FY 2019/2022

## **5. COMPENSATION OF CONTRACTOR**

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

## **6. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

## **7. STANDARD OF PERFORMANCE**

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

## **8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

## **9. TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

## **10. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

## **11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

## **12. NO PUBLICITY OR ENDORSEMENT**

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

## **13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

#### **14. RECORDS, AUDIT, AND REVIEW**

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

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

#### **15. INDEMNIFICATION AND INSURANCE**

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

#### **16. NONDISCRIMINATION**

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

#### **17. NONEXCLUSIVE AGREEMENT**

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

#### **18. NON-ASSIGNMENT**

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

#### **19. TERMINATION**

A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing

unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.

2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
  3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

## **20. SECTION HEADINGS**

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

## **21. SEVERABILITY**

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

**22. REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**23. TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

**24. NO WAIVER OF DEFAULT**

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

**25. ENTIRE AGREEMENT AND AMENDMENT**

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

**26. SUCCESSORS AND ASSIGNS**

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

**27. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

**28. CALIFORNIA LAW AND JURISDICTION**

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

**29. EXECUTION OF COUNTERPARTS**

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



### **30. AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

### **31. SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

### **32. PRECEDENCE**

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

### **33. STATE ENERGY CONSERVATION PLAN**

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

### **34. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING**

A. CONTRACTOR, by signing this Agreement, hereby certifies to the best of his, her or its knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit California State Standard Form-LLL, "Disclosure Form to Report Lobbying," to the COUNTY and in accordance with the instructions found therein.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. CONTRACTOR also agrees by signing this document that he, she or it shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly

Goodwill for WIOA Youth Operator North & South County - FY 2019/2022

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

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). CONTRACTOR shall promptly disclose, in writing, to the COUNTY office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the CONTRACTOR has credible evidence that a principal, employee, agent, or subcontractor of the CONTRACTOR has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

### **36. MANDATORY DISCLOSURE**

CONTRACTOR must disclose in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at [www.sam.gov](http://www.sam.gov). Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 OR 45 CFR §75.371. Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 376 and 31 U.S.C. 3321.)

### **37. SUBAWARD**

CONTRACTOR shall comply with the requirements of 2 CFR Part 2900, which are hereby incorporated by reference in this Agreement.

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

CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### **39. EXHIBIT D, GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS FOR WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

EXHIBIT D is incorporated by reference and made a part of this Agreement.

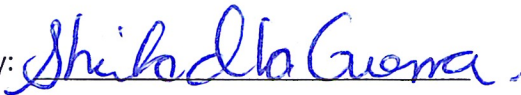
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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Goodwill Industries of Ventura and Santa Barbara Counties**.

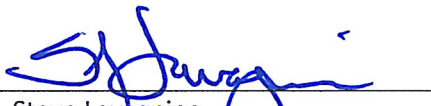
**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By:   
Deputy Clerk

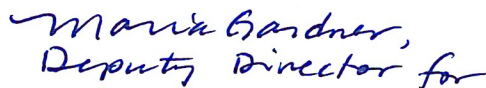

**COUNTY OF SANTA BARBARA:**

By:   
Steve Lavagnino  
Chair, Board of Supervisors

Date: 7-2-19.

**RECOMMENDED FOR APPROVAL:**

Department of Social Services

  
Deputy Director for  
By:   
Department Head  
Daniel Nielson

**CONTRACTOR:**

Goodwill Industries of Ventura and Santa Barbara Counties

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

Name: Laura Kistner

Title: \_\_\_\_\_


**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

By:   
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By:   
Deputy

**APPROVED AS TO FORM:**

Risk Management

By:   
Risk Management

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

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

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**

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

By: \_\_\_\_\_  
Steve Lavagnino  
Chair, Board of Supervisors

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

**RECOMMENDED FOR APPROVAL:**

Department of Social Services

**CONTRACTOR:**

Goodwill Industries of Ventura and Santa Barbara Counties

By: \_\_\_\_\_  
Department Head  
Daniel Nielson

By: Laura Kistner  
Authorized Representative

Name: Laura Kistner

Title: Sr. Director of Workforce

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

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

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

**APPROVED AS TO FORM:**

Risk Management

By: \_\_\_\_\_  
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 any school and meets at least one of the following criteria:
  - a. School dropout;

Goodwill for WIOA Youth Operator North & South County - FY 2019/2022

- 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 Local Policy.

**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 December 31, 2019. The WIOA program elements as described in the Employment Development Department WSD 17-07 are:

- a. **Tutoring, Study Skills Training, Instruction, and Dropout Prevention Services:** Tutoring, study skills training and instruction that lead to a high school diploma or its equivalent, including a recognized certificate of attendance or similar document for individuals with disabilities. These services focus on providing academic support, helping a youth identify areas of academic concern, assisting with overcoming learning obstacles, and providing tools and resources to develop learning strategies. These services can be one-on-one or group setting, through resources or workshops. Dropout Prevention Services includes secondary school dropout prevention strategies that keep a youth in school and engaged in formal learning or training. These activities include, but are not limited to, tutoring, literacy development, active learning experiences, after-school opportunities, and individualized instruction.
- b. **Alternative secondary school services or drop out recovery services:** Alternative secondary school services that assist youth who have struggled in traditional secondary school education. These services include, but are not limited to, basic education skills training, 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 follow 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. Intake, orientations, initial assessment, Employment Services, and referrals to other partners and services.
- b. Provide individualized career services including but not limited to comprehensive and specialized assessments, case management, individual service strategy plans, career planning, and vocational counseling.
- c. Provide Follow-up Services for 12 months after youth exits from program.
- d. Incorporate strong linkages between academic instruction and occupational education that lead to the attainment of recognized postsecondary credentials.;
- e. Preparation services for unsubsidized employment opportunities, and in appropriate cases, effective connections to employers, including those in the designated industry sectors. Services shall include:
  - i. Job readiness services including:
    - 1. Instruction on interviewing skills;
    - 2. Career exploration which shall provide youths information about in-demand industry sectors and occupations, and postsecondary education opportunities; and
    - 3. Assistance in completing a job application.
  - ii. Provide job placement services including:
    - 1. Providing hands-on guidance drafting a cover letter, filling out a job application, and updating or targeting resume for position;

2. Provide job interview coaching, which shall include providing hands-on preparation for interviews, review commonly asked questions in an interview and information about proper interview attire; and
  3. Other necessary job placement related topics.
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. Conduct a concentrated outreach and recruitment effort by providing presentations and marketing materials to other collaborative entities to attract and engage ISY and OSY with a focus on OSY.

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.
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. CONTRACTOR shall be responsible for following all building policies, including but not limited to those dealing with professional conduct, confidentiality and Private Client Information (PCI), 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 450 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	31	74	13	32	150
2021/2022	31	74	13	32	150
<b>North County Total</b>	<b>93</b>	<b>222</b>	<b>39</b>	<b>96</b>	<b>450</b>

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 286 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)	
Fiscal Year					
2019/2020	43	13	41	0	97
2020/2021	45	13	40	0	98
2021/2022	42	12	37	0	91
<b>Total</b>	<b>130</b>	<b>38</b>	<b>118</b>	<b>0</b>	<b>286</b>

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 GOAL			
PROGRAM	Placed in Employment or Education	Credential Attainment	Measurable Skill Gain
YOUTH	66.9%	54.0%	38.0%

*The chart represents performance measures for FY 2019-2020. The performance goals for FY 2020/2021 and 2021/2022 will be negotiated with the State by the WDB and must be met or exceeded by CONTRACTOR.*



- 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 PERFORMANCE INDICATORS				
PROGRAM	Employed 2nd Quarter	Employed 4th Quarter	Median Earnings	Credential Attainment	Measurable Skill Gain
YOUTH	66.9%	64.0%	Baseline	54.0%	38.0%

*The chart represents performance measures for FY 2019/2020. The performance goals for FY 2020/2021 and 2021/2022 will be negotiated with the State by the WDB and 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. CONTRACTOR shall meet or exceed State established annual performance goals.

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

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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 fiscal year for the following purposes:
  - a. To transfer unspent direct job seeker costs from one fiscal year to another;
  - b. Changing labor market conditions; or
  - c. New state and federal requirements, including unanticipated funding.

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**EXHIBIT B**

**PAYMENT ARRANGEMENTS  
Periodic Compensation (with attached Line Item Budget)  
Youth Operator**

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **2,206,536**. Amounts are to be separated per North and South County as: **North County Total \$1,213,596** (\$404,532 annually); **South County \$992,940** (\$330,980 annually).
- B. The funds provided under this Agreement shall be solely used for the services described in this Agreement and shall not be used for services under any other Agreement for Services of Independent Contractor with COUNTY. CONTRACTOR shall segregate and manage funds for North COUNTY services separate from South COUNTY services.
- C. The Agreement is subject to the availability of applicable federal funding from the Department of Labor and/or the State EDD Workforce Services Division. If the Department of Labor and/or the State EDD Workforce Services Division fails to appropriate or otherwise make available sufficient funds to fund contracts, COUNTY or the WDB may terminate and/or reduce funding of this Agreement in full or in part, at any time during the Agreement period.
- 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.

Work Experience Budget								
FY	NORTH					SOUTH		
	Program WEX Budget					Total Annual Budget	Program WEX Budget	Minimum Amount Required for Work Experience per WIOA
	Total Annual Budget	WIOA Funds	In-kind	Total	Minimum Amount Required for Work Experience per WIOA			
2019-2020	\$404,532	\$127,131	\$40,000	\$167,131	\$117,297	\$330,980	\$121,212	\$102,688
2020-2021	\$404,532	\$142,885	\$40,000	\$182,885	\$117,297	\$330,980	\$127,517	\$102,688
2021-2022	\$404,532	\$141,899	\$40,000	\$181,899	\$117,297	\$330,980	\$124,930	\$102,688
<b>Total</b>	<b>\$404,532</b>	<b>\$411,915</b>	<b>\$120,000</b>	<b>\$531,915</b>	<b>\$351,891</b>	<b>\$330,980</b>	<b>\$373,659</b>	<b>\$308,064</b>

- E. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. CONTRACTOR shall utilize the COUNTY provided invoice template, Operating Costs for Youth Program (**Attachment 1**). Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges, timesheets, rates, and task description log for personnel, as defined in **EXHIBIT B-1** (Line Item Budget and Narrative). Invoices submitted for payment that are based upon **EXHIBIT B-1** shall contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.

- F. By the 15<sup>th</sup> of each month, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an Operating Costs for Youth Program (**Attachment 1**) invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number and region (North or South). COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **EXHIBIT B-1** and shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR. All corrections shall be made no later than 60 days upon the initial receipt of invoice. COUNTY shall initiate payment process with adjustments if corrections are not received during this period of time.
- G. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- H. During the term of this Agreement, COUNTY will evaluate whether CONTRACTOR is making sufficient progress in spending funds provided by this Agreement to deliver services to youth. If CONTRACTOR spends less than the amounts budgeted for each year of this Agreement, COUNTY may recapture funds by May 31 of each year of the Agreement. In addition, if CONTRACTOR spends less than the amounts budgeted for each year of this Agreement, COUNTY may also reduce the overall budget for the Agreement and for any year of the Agreement. Such recaptures will not require an amendment to this Agreement.
- A. Budget Variances: CONTRACTOR shall obtain in advance the expressed written consent from the DESIGNATED REPRESENTATIVE for any variation of the line item amounts within the same cost category (i.e. cost category I.A, cost category I.B., cost category I.C, and cost category I.D. identified in EXHIBIT B-1) set forth in the Line Item Budget detailed in **EXHIBIT B-1**. In no event shall funds be moved between cost categories or the overall budget amount be exceeded without a formal written amendment to the Agreement.
- I. By February of each year, CONTRACTOR shall provide detailed report with information regarding the name of youth in work experience. Report must include: amounts obligated for work experience and supportive services per youth, payments made up to date for each youth, and remaining balance amounts (obligated minus payments). Should a balance remain in the funds allocated for direct job seeker costs, COUNTY may through an expressed written agreement transfer the remaining balance to the next FY.
- J. CONTRACTOR is subjected to the Uniform Guidance and applicable provisions of the Federal Acquisition Requirements (FAR). The DOL-specific requirement at 2 CFR Part 2900.2 expands the definition of "non-Federal entity" to include for-profit entities, therefore CONTRACTOR is considered a non-Federal entity and subjected to the Uniform Guidance. The Uniform Guidance provides fiscal and administrative guidance for the administration of the WIOA program, including specific requirements for purchasing goods or services as related to equipment. The intent is to ensure that purchases of goods or services are approved and performed through fair and open competition. Procurement of Equipment and Related Services, WSD 17-18.
- K. CONTRACTOR shall make good faith effort to provide proposed in-kind and leverage resources listed in **EXHIBIT B-1** Line Item Budget and Narrative.
- L. Six-Month Billing Limit: Unless otherwise determined by state or federal regulations all original invoices under this Agreement must be received by COUNTY within six (6) months from the date of service to avoid possible payment reduction or denial for late billing.

M. Compliance with Law: CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regards to this Agreement. The judgement of any court of competent jurisdiction or the admission of CONTRACTOR is any action or proceeding against CONTRACTOR, where County is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

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

Organization:	Goodwill Industries of Ventura and Santa Barbara Counties						
	North County						
Contract Year:		2019/2020		2020/2021		2021/2022	
I. OPERATING COSTS							
A. WAGES AND FRINGES	% Allocated to Contract	Salary	Total Cost to Contract	Salary	Total Cost to Contract	Salary	Total Cost to Contract
Position Title							
Sr. Director of Workforce	5%	\$117,000.00	\$0.00	\$122,850.00	\$0.00	\$122,850.00	\$0.00
Program Manager	20%	\$70,980.00	\$14,196.00	\$74,529.00	\$14,905.80	\$74,529.00	\$7,452.90
Youth Services Coordinator I	100%	\$51,376.00	\$51,376.00	\$53,945.00	\$53,945.00	\$53,945.00	\$53,945.00
Youth Services Coordinator I	100%	\$51,376.00	\$51,376.00	\$53,945.00	\$53,945.00	\$53,945.00	\$53,945.00
Youth Services Specialist	100%	\$43,264.00	\$43,264.00	\$45,427.00	\$45,427.00	\$45,427.00	\$45,427.00
Contracts Billing Clerk	10%	\$45,968.00	\$4,596.80	\$48,266.00	\$4,826.60	\$48,266.00	\$4,826.60
Administrative Assistant	70%	\$37,856.00	\$26,499.20	\$39,749.00	\$27,824.30	\$39,749.00	\$27,824.30
<b>Subtotal Wages &amp; Fringes</b>			\$191,308.00		\$200,873.70		\$193,420.80
<b>B. OTHER OPERATING</b>							
Advertising			\$2,000.00		\$507.00		\$2,000.00
Audit			\$0.00		\$1,000.00		\$1,000.00
Copying/Printing			\$1,200.00		\$1,200.00		\$1,200.00
Dues/Membership			\$720.00		\$720.00		\$720.00
Equipment Lease/Purchase/Maintenance			\$3,600.00		\$3,600.00		\$3,600.00
Facilities Rent/Maintenance			\$21,790.00		\$9,270.00		\$9,270.00
Insurance					\$1,650.00		\$825.00
Legal Fees							
Meeting Room Rental							
Misc. (License, Tax, Other Fees)							
Postage			\$229.18				
Publications							
Staff Development							
Staff Travel			\$3,941.00		\$3,941.00		\$3,941.00
Supplies (Not Testing)			\$3,600.00		\$3,372.30		\$3,372.30
Telephone/Communication			\$1,620.00		\$1,620.00		\$1,620.00
Utilities			\$1,388.00		\$1,388.00		\$1,284.43
Other (Payroll processing)			\$480.00		\$480.00		\$480.00
<b>Subtotal Other Operating</b>			\$40,568.18		\$28,748.30		\$29,312.73
<b>Subtotal Operating</b>			\$231,876.18		\$229,622.00		\$222,733.53
<b>C. DIRECT JOB SEEKER COSTS</b>							
Work Experience			\$127,130.82		\$142,885.00		\$141,898.47
Training			\$24,000.00		\$10,500.00		\$18,375.00
Supportive Services			\$21,525.00		\$21,525.00		\$21,525.00
Other							
<b>Subtotal Direct Job Seeker Costs</b>			\$172,655.82		\$174,910.00		\$181,798.47
<b>D. INDIRECT COSTS</b>			\$ -		\$ -		\$ -
<b>E. PROFIT</b>			\$ -		\$ -		\$ -
<b>TOTAL BUDGET</b>			\$404,532.00		\$404,532.00		\$404,532.00

Goodwill for WIOA Youth Operator North & South County - FY 2019/2022



**EXHIBIT B-1**  
**Line Item Budget South County**

Organization:		Goodwill Industries of Ventura and Santa Barbara Counties						
		South County						
Contract Year:		2019/2020		2020/2021		2021/2022		
I. OPERATING COSTS								
A. WAGES AND FRINGES		% Allocated to Contract	Salary	Total Cost to Contract	Salary	Total Cost to Contract	Salary	Total Cost to Contract
Position Title								
Program Manager		10%	\$70,980.00	\$7,098.00	\$74,529.00	\$7,452.90	\$74,529.00	\$7,452.90
Youth Services Coordinator		100%	\$51,376.00	\$51,376.00	\$53,945.00	\$53,945.00	\$53,945.00	\$53,945.00
Youth Services Specialist		100%	\$43,264.00	\$43,264.00	\$45,427.00	\$45,427.00	\$45,427.00	\$45,427.00
Administrative Assistant		50%	\$37,856.00	\$18,928.00	\$39,749.00	\$19,874.50	\$39,749.00	\$19,874.50
Billing Clerk		10%	\$45,968.00	\$4,596.80	\$48,266.00	\$4,826.60	\$48,266.00	\$4,826.60
Finance Director		5%	\$ 117,000.00	\$5,850.00	\$122,850.00	\$6,142.50	\$122,850.00	\$6,142.50
Sr. Director of Workforce		5%	\$ 117,000.00	\$5,850.00	\$122,850.00	\$6,142.50	\$122,850.00	\$6,142.50
Subtotal Wages & Fringes				\$136,962.80		\$143,811.00		\$143,811.00
B. OTHER OPERATING								
Advertising				\$2,400.00		\$2,400.00		\$2,400.00
Audit				\$500.00		\$500.00		\$500.00
Copying/Printing				\$1,440.00		\$1,440.00		\$1,440.00
Dues/Membership				\$360.00		\$360.00		\$360.00
Equipment Lease/Purchase/Maintenance				\$8,400.00		\$7,200.00		\$7,200.00
Facilities Rent/Maintenance				\$15,600.00		\$4,588.50		\$6,387.45
Insurance				\$825.00		\$825.00		\$825.00
Legal Fees								
Meeting Room Rental								
Misc. (License, Tax, Other Fees)				\$300.00		\$300.00		\$300.00
Postage				\$720.00		\$720.00		\$568.00
Publications								
Staff Development				\$3,304.51		\$2,363.60		\$3,000.00
Staff Travel				\$5,170.00		\$5,170.00		\$5,474.00
Supplies (Not Testing)				\$1,800.00		\$1,800.00		\$1,800.00
Telephone/Communication				\$1,620.00		\$1,620.00		\$1,620.00
Utilities				\$1,200.00		\$1,200.00		\$1,200.00
Other (Payroll processing)				\$480.00		\$480.00		\$480.00
Subtotal Other Operating				\$44,119.51		\$30,967.10		\$33,554.45
Subtotal Operating				\$181,082.31		\$174,778.10		\$177,365.45
C. DIRECT JOB SEEKER COSTS								
Work Experience				\$121,212.32		\$127,516.90		\$124,929.55
Training				\$15,000.00		\$15,000.00		\$15,000.00
Supportive Services				\$12,325.00		\$12,325.00		\$12,325.00
Other				\$1,360.37		\$1,360.00		\$1,360.00
Subtotal Direct Job Seeker Costs				\$149,897.69		\$156,201.90		\$153,614.55
D. INDIRECT COSTS				\$ -		\$ -		\$ -
E. PROFIT				\$ -		\$ -		\$ -
TOTAL BUDGET				\$330,980.00		\$330,980.00		\$330,980.00

Goodwill for WIOA Youth Operator North & South County - FY 2019/2022

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

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

I. Operating Costs:

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

- i. 1 Program Manager at .20 Full Time Employed (FTE);
- ii. 2 FTE Youth Services Coordinators;
- iii. 1 FTE Youth Service Specialist;
- iv. 1 .10 FTE Billing Clerk; and
- v. 0.70 FTE Administrative Assistant.

FY 2020/2021 includes a 5% pay increase and FY 2021/2022 includes no pay increase. All else (25% fringe) remains the same.

B. **OTHER OPERATING**

- i. 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, and \$2,000 for FY2021/2022. Disallowable costs are identified under 2 CFR Part 200.421 and include advertising costs for meetings/conventions and memorabilia. Promotional materials must:
  - 1. not have logos promoting local WDBs, CONTRACTOR, etc.;
  - 2. be for program use only, not as giveaway;
  - 3. for number of enrolled youth;
  - 4. be reasonable in amount.
- ii. Audit: CONTRACTOR's annual financial audit cost. CONTRACTOR is budgeting \$0 for FY2019/2020, and \$1000 for FY 2020/2021 and FY 2021/2022.
- iii. 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, FY 2020/2021, and FY 2021/2022. Disallowable costs are identified under 2 CFR Part 200.421 and include advertising costs for meetings/conventions and memorabilia. Promotional materials must:
  - 1. not have logos promoting local WDBs, CONTRACTOR, etc.;
  - 2. be for program use only, not as giveaway;
  - 3. for number of enrolled youth;
  - 4. be reasonable in amount.
- iv. 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.

Goodwill for WIOA Youth Operator North & South County - FY 2019/2022

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- v. Equipment (Lease/Purchase/Maintenance): Includes lease of two copy machines at \$150 each for 2 leased copy machines totaling \$300 per month or \$3,600 per year. Any equipment cost needs prior approval by COUNTY.
- vi. Facilities Rent/Maintenance: Amounts charge to contract to cover CONTRACTOR's offices in Lompoc and Santa Maria are: \$21,790 for FY 2019/2020, \$9270 for FY 2020/2021 and FY 2021/2022. 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.
- vii. Insurance: The total for FY 2020/2021 is \$1,650, and for FY 2021/2022 is \$825.
- viii. Legal Fees: This is not included in budget.
- ix. Meeting Room Rental: This is not included in budget.
- x. Misc. (License, Tax, Other Fees): This is not included in budget.
- xi. Postage: Includes \$19 per month for stamps for FY 2019/2020, and \$0 for FY 2020/2021 and FY 2021/2022.
- xii. Publications: This is not included in budget.
- xiii. Staff Development: This is not included in budget. CONTRACTOR will provide in-kind.
- xiv. 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, FY 2020/2021 and FY 2021/2022.
- xv. 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 and FY 2021/2022.
- xvi. Telephone/Communication: Cell phone stipends for CONTRACTOR staff at \$45 per month for 3 staff members. Amount budgeted in contract is \$1,620 for FY 2019/2020, FY 2020/2021 and FY 2021/2022.
- xvii. Utilities: Includes utility bills at two sites at \$115.60 per month. Amount budgeted to contract is \$1,388 for FY 2019/2020 and FY 2020/2021, and \$1,284.43 for FY 2021/2022.
- xviii. Other – Payroll Processing: CONTRACTOR utilizes a third-party services to prepare paychecks and W-2's for four staff at \$10 per staff per month. Amount budgeted in contract is \$480 for FY 2019/2020, FY 2020/2021 and FY 2021/2022.

**C. DIRECT JOB SEEKER COSTS**

- i. Work Experience:
  - 1. FY 2019/2020: 22 youth will receive 170 hours of Work Experience at \$12 per hour in 2019; 21 youth will receive 170 hours of Work Experience at \$13 in 2020. Amount budgeted to contract is \$127,130.82 for FY2019/2020. This includes a one-time \$100 on-boarding fee and 15% management fee to the Foundation for California Community Colleges. Additionally, 10 youth will complete Work Experience (provided by CONTRACTOR at no cost to COUNTY) at \$12 per hour, and 3 youth at \$13 per hour at 170 hours each.
  - 2. FY 2020/2021: 25 youth will receive 170 hours of Work Experience at \$13 per hour in 2020 and 20 youth will receive 170 hours of Work Experience at \$14 per hour in 2021. 10 youth will be provided Work Experience (provided by

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CONTRACTOR at no cost to COUNTY) at \$13 per hour, and 3 youth at \$14 per hour at 170 hours each. Amount budgeted to contract is \$142,885 for FY2020/2021. This includes a one-time \$100 on-boarding fee, and 15% management fee to the Foundation for California Community Colleges.

3. FY 2021/2022: 28 youth will receive 170 hours of Work Experience at \$14 per hour and 14 youth will receive 170 hours of Work Experience at \$15 per hour. 9 youth will be provided Work Experience (provided by CONTRACTOR at no cost to COUNTY) at \$14 per hour, and 3 youth at \$15 per hour at 170 hours each. Amount budgeted to contract is \$141,898.47 for FY 2021/2022. This includes a one-time \$100 on-boarding fee per youth, and 15% management fee to the Foundation for California Community Colleges.
- ii. Training: Includes \$375 per youth for the National Retail Federation's Customer and Sales Training and Certification.
  1. FY 2019/2020: 64 youth. Amount budgeted is \$24,000.
  2. FY 2020/2021: 28 youth. Amount budgeted is \$10,500.
  3. FY 2021/2022: 49 youth with the remainder provided by CONTRACTOR at no cost to COUNTY. Amount budgeted in contract is \$18,375.
- iii. 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, FY 2020/2021 and FY 2021/2022.

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	\$ 40,000
\$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
<b>Total</b>	\$ 69,650	\$ 106,978	\$ 102,853

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

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

I. Operating Costs:

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

- i. 1 Program Manager at .20 Full Time Employed (FTE);
- ii. 2 Full Time Employed (FTE) youth Services Coordinators;
- iii. 1 FTE youth Service Specialist;
- iv. 1 0.10 FTE Billing Clerk; and
- v. 0.70 FTE Administrative Assistant.

FY 2020/2021 includes a 5% pay increase and FY 2021/2022 includes no pay increase. All else (25% fringe) remains the same.

B. **OTHER OPERATING**

- i. Advertising: FY 2019/2020 costs aimed at recruitment of youth and employers shall be invoiced monthly for a total of \$2,400 each FY. Disallowable costs are identified under 2 CFR Part 200.421 and include advertising costs for meetings/conventions and memorabilia. Promotional materials must:
  - 1. not have logos promoting local WDBs, CONTRACTOR, etc.;
  - 2. be for program use only, not as giveaway ;
  - 3. for number of enrolled youth;
  - 4. be reasonable in amount.
- ii. Audit: CONTRACTOR's annual financial audit cost is \$500 for FY 2019/2020, FY 2020/2021, and FY 2021/2022.
- iii. 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, 2020/2021 and FY 2021/2022. Disallowable costs are identified under 2 CFR Part 200.421 and include advertising costs for meetings/conventions and memorabilia. Promotional materials must:
  - 1. not have logos promoting local WDBs, CONTRACTOR, etc.;
  - 2. be for program use only, not as giveaway;
  - 3. for number of enrolled youth;
  - 4. be reasonable in amount.
- iv. Dues/Memberships: This cost includes partial payment of Commission of Accreditation of Rehabilitation Facilities and Chamber of Commerce memberships. \$360 per year.
- v. 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

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equipment cost not to exceed \$8400 for FY 2019/2020, \$7,200 FY 2020/2021 and 2021/2022. Any equipment cost needs prior approval by COUNTY.

- vi. Facilities Rent/Maintenance: CONTRACTOR's Santa Barbara office is 800 sq. ft. CONTRACOR's cost is \$1,300 per month or \$15,600 per year. The amount budgeted to COUNTY for FY 2019/2020 is \$15,600. FY 2020/2021 the total amount charged is \$4,588.5 with the remainder provided at no cost to COUNTY. For FY 2020/2021 total amount charged is \$6,387.45 with the remainder at no cost to COUNTY.
- vii. Insurance: The total cost for FY 2019/2020, FY 2020/2021 and FY 2021/2022 is \$825.
- viii. Legal Fees: This is not included in budget.
- ix. Meeting Room Rental: This is not included in budget.
- x. Misc. (License, Tax, Other Fees): Chamber of Commerce fees, business license, and parking permits for staff not to exceed \$300 per year.
- xi. Postage: Includes \$60 per month for stamps for \$ 720 for FY 2019/2020 and FY 2020/2021; and \$568 for FY 2021/2022.
- xii. Publications: This is not included in budget.
- xiii. 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 and \$3,000 FY 2021/2022.
- xiv. 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 FY2019/2020 and FY2020/2021, and \$5474 for FY2021/2022.
- xv. Supplies (Not Testing): Estimated cost of office supplies specifically toner and paper at \$150 per month or \$1,800 per year for FY2019/2020, 2020/2021, and 2021/2022.
- xvi. Telephone/Communication: Cell phone stipends for CONTRACTOR staff at \$45 per month for 3 staff members or \$1,620 per year for FY 2019/2020, FY 2020/2021, and FY 2021/2022.
- xvii. Utilities: Includes utility bill for one site at \$100 per month. Amount budgeted in contract is \$1,200 for FY 2019/2020, FY 2020/2021, and FY 2021/2022
- xviii. Other – Payroll Processing: CONTRACTOR utilizes a third-party services to prepare paychecks and W-2's for four staff at \$10 per month. Amount budgeted in contract is \$480 for FY 2019/2020, FY 2020/2021, and FY 2021/2022

### C. DIRECT JOB SEEKER COSTS

- i. Work Experience:
  1. FY 2019/2020: 21 youth will receive 170 hours of Work Experience at \$12.00 per hour in 2019; 20 youth will receive 170 hours of Work Experience at \$13.00 in 2020. Amount budgeted in contract for FY 2019/2020 is \$121,212. This includes a one-time \$100 on-boarding fee, and 15% management fee to the Foundation for California Community Colleges. Additionally, 10 youth will complete Work Experience (provided by CONTRACTOR at no cost to COUNTY) at \$12 per hour, and 3 at \$13 per hour at 170 hours each.
  2. FY 2020/2021: 20 youth will receive 170 hours of Work Experience at \$13 per hour in 2020 and 20 youth will receive 170 hours of Work Experience at \$14 per hour in 2021. Amount budgeted in contract for FY 2019/2020 is \$127,516.90. This includes a one-time \$100 on-boarding fee, and 15%

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management fee to the Foundation for California Community Colleges.

- 3. FY 2021/2022: 25 youth will receive 170 hours of Work Experience at \$14 per hour and 12 youth will receive 170 hours of Work Experience at \$15 per hour. Amount budgeted in contract for FY 2019/2020 is \$124,929.55. This includes a one-time \$100 on-boarding fee per youth, and 15% management fee to the Foundation for California Community Colleges.

- ii. Training: Includes \$375 per youth for 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, FY 2020/2021, and FY 2021/2022.
- iii. 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, FY 2020/2021, and FY 2021/2022.
- iv. Other: Other-Purchase of CASAS TABE, if necessary and other interest or aptitude inventories/tests. Amount budgeted is \$1,360 for FY 2019/2020, FY 2020/2021, and FY 2021/2022.

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
<b>Total</b>	\$ 17,700	\$ 28,712	\$ 28,038

## EXHIBIT C

### Indemnification and Insurance Requirements (For Professional Contracts)

#### INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

##### B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.



## EXHIBIT D

### GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS WORKFORCE INNOVATION AND OPPORTUNITY ACT

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

#### 1. COMPLIANCE

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

- A. The provisions of the Workforce Innovation and Opportunity Act (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  
Goodwill for WIOA Youth Operator North & South County - FY 2019/2022

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:** 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 contract. 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:** By signing this AGREEMENT CONTRACTOR hereby assures and certifies to compliance with the lobbying restrictions which are codified in the DOL regulations at Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR 2900, as follows:

1. No Federal appropriated funds have been paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant loan, or cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. CONTRACTOR shall require that the language of the lobbying restrictions be included in the award documents for Agreement transactions over \$100,000 (per OMB) at all tiers (including AGREEMENTs, contracts, and subcontracts, under grants, loan, or cooperative Agreements), and that all sub-recipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

**L. Priority Hiring Considerations:** If this AGREEMENT includes services in excess of \$200,000, CONTRACTOR shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Section Code 11200 in accordance with Public Contract Code §10353.

**M. Sweatfree Code of Conduct:** All CONTRACTORS that contract for the procurement or laundering of apparel, garments, or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the State pursuant to the contract have been laundered or produced, in whole or in part, by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. CONTRACTOR further declares under penalty of perjury that it will adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108. CONTRACTOR agrees to cooperate fully in providing reasonable access to CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by authorized officials of the WDB, State of California EDD, the Department of Industrial Relations, or the Department of Justice to determine CONTRACTOR's compliance with the requirements of the Sweatfree Code of Conduct.

**N. Unenforceable Provision:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected hereby.

**O. Non-discrimination Clause / Affirmative Action / Equal Employment Opportunity:**

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

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

- i. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA financially assisted program or activity;

- ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
  - iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
  - v. 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 to 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 sub-recipients of such funds, taking into account factors including the relative cost-of-living in the States, the compensation levels for programs involved including DOL Employment and Training Administration programs. See Training and Employment Guidance Letter #05-06 for further clarification at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=2262](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262).

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

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

R. **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.

S. **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, Pass through entity, And contact information for awarding official		Department of Labor EDD/WDB
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. **Alternative School:** An alternative school is a type of school designed to achieve grade-level (K-12) standards and meet student needs as set forth in Education Code Section 58500. Examples of alternative schools include, but are not limited to, continuation, magnet, and charter schools. If the youth is attending an alternative school at the time of enrollment, the youth is considered to be in-school.
3. **Attending School:** An individual is considered to be attending school if the individual is enrolled in secondary or postsecondary school. If a youth 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.
4. **Basic Skills Deficient:**
  - A. Lacks a high school diploma or high school equivalency and is not enrolled in post-secondary education.
  - B. Enrolled in Adult Education/Literacy Program.
  - C. English, reading, writing, or computing skills at an 8.9 or below grade level.
  - D. Determined to have limited English skills through staff-documented observations.
  - E. Other objective criteria determined to be appropriate by the COUNTY and documented in its required policy.
5. **Employment Services:** Preparation services for unsubsidized employment opportunities, and in appropriate cases, effective connections to employers, including those in the designated industry sectors. Employment Services to youth 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.



6. **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
7. **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.
8. **Low-Income Individual:** An individual who:
  - A. Receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received, assistance through the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008 (7 U.S.C. 2011, et seq.), the program of block grants to States for temporary assistance for needy families program under part A of title IV of the Social Security Act (42 U.S.C. 601, et seq.), the supplemental security income program established under title XVI of the Social Security Act (42 U.S.C. 1381 et seq.), or State or local income-based public assistance;
  - B. Is in a family with total family income that does not exceed the higher of:
    - i. the poverty line; or
    - ii. 70 percent of the lower living standard income level;
  - C. Is a homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), or a homeless child or youth (as defined under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)));
  - D. Receives or is eligible to receive a free or reduced price lunch under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.);
  - E. Is a foster child on behalf of whom State or local government payments are made; or
  - F. Is an individual with a disability whose own income meets the low-income requirement, but who is a member of a family whose income does not meet this requirement.
9. **Not Attending School:** An individual who is not attending a secondary or postsecondary school. In addition, individuals enrolled in the following programs would be considered an OS youth 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).
10. **Performance Measures:**
  - A. **Employment, Education, or Training:** The percentage of participants who are in education or training activities, or in unsubsidized employment, during the second quarter after exit from the program.
  - B. **Retention:** The percentage of program participants who are in education or training activities, or in unsubsidized employment, during the fourth quarter after exit from the program.
  - C. **Earnings:** The median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program.

- D. **Degree or Certificate Attainment:** The percentage of program participants 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 participants 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.

11. **Previous Assessments:** WIOA allows the use of Previous Assessments for determining appropriate career and training services for participants.

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

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

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

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

14. **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).

15. **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.

16. **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]).

17. **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.

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

19. **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]).