

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 **Allan Hancock College** having its principal place of business at **800 S. College Drive, Santa Maria, CA 93454** (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE.** **Mona Baker, Workforce Investment Act Program/Workforce Resource Center Systems Manager** at phone number **(805) 614-1543**, is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. **Rick Rantz, Dean, The Extended Campus**, at phone number **(805) 735-3366 ext 5203** is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

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

To COUNTY: **Mona Baker, Department of Social Services, 1410 S. Broadway, Santa Maria, CA 93454**

To CONTRACTOR: **Rick Rantz, Allan Hancock College, One Hancock Drive, Lompoc, CA 93436** or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

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

4. **TERM.** CONTRACTOR shall commence performance on February 9, 2010 and end performance upon completion, but no later than **June 30, 2011** unless otherwise directed by COUNTY or unless earlier terminated.

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

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

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

shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

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

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

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

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

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

12. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. **In accordance with Federal Government Accounting Standards, CONTRACTOR will only seek reimbursement from COUNTY for expenses that are allowable under the provisions of OMB Circular A-87. Additionally, CONTRACTOR is required to have an audit that complies with OMB Circular A-133. Within 60 days of the opinion date, CONTRACTOR will provide COUNTY with a copy of the single audit conducted in accordance with OMB Circular A-133.**

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

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

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

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

17. **TERMINATION.**

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

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

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

2. For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

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

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

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

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

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

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

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

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

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

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

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

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

30. **NONAPPROPRIATION CLAUSE.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state, or County governments, or funds are not otherwise available for payments in fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

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

31. **BUSINESS ASSOCIATE.** The County is considered to be a "Hybrid Entity" under the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. 1320d et seq. and its implementing regulations including but not limited to 45 Code of Federal Regulations parts 142, 160, 162, and 164, ("Privacy Rule and Security Rule"). The Contractor is considered to be a "Business Associate" under the Privacy Rule. Contractor must also comply with the Security Rule as a Business Associate, if under this Agreement, it receives, maintains or transmits any health information in electronic form in connection with a transaction covered by part 162 of title 45 of the Code of Federal Regulations.

The County and Contractor acknowledge that HIPAA mandates them to enter into a business associate agreement in order to safeguard protected health information that may be accessed during the performance of this Agreement. The parties agree to the terms and conditions set forth in Exhibit E - HIPAA Business Associate Agreement.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Allan Hancock College**.

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

COUNTY OF SANTA BARBARA

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR

By: _____
Deputy

By: _____
SocSec or TaxID Number: On File

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

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

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:
RISK MANAGEMENT

By: _____
Risk Management

EXHIBIT A

STATEMENT OF WORK

Allan Hancock College will provide Group Sized Training services pursuant to the County of Santa Barbara Department of Social Services Workforce Investment Board (WIB) Request for Proposal (RFP) and Contractor response to the RFP dated November 4, 2009. The applicable components of the proposal, response and negotiations have been incorporated into this Exhibit A. In the event of conflict between the provisions contained in the proposal and response information and the provisions contained in this Exhibit A, the provisions of this Exhibit A shall prevail.

I. Purpose/Term

The purpose of this contract is for the CONTRACTOR to provide WIA ARRA-funded group sized training programs in high demand occupations to Workforce Investment Act (WIA) eligible Adult and Dislocated Worker participants, enabling them to retool their skills and re-establish themselves in viable career paths.

CONTRACTOR shall commence performance on February 9, 2010 and end performance upon completion, but no later than June 30, 2011 unless otherwise directed by COUNTY or unless earlier terminated.

II. Background

On February 17, 2009, President Obama signed the American Recovery and Reinvestment Act of 2009 (ARRA) into law. ARRA is intended to preserve and create jobs, promote the nation's economic recovery, and to assist those most impacted by the recession. The ARRA allows local workforce agencies to purchase group sized training programs for high growth, high demand occupations from institutions of higher education and/or other eligible training providers.

This provision of the law is in addition to the current methods for providing training and is intended to help increase education and training enrollments and capacity in a time when many states and educational institutions are experiencing budget shortfalls, by allowing Local Workforce Investment Boards (LWIBs) to contract for the full cost of training. Direct contracts with institutions of higher education and eligible training providers also allow LWIBs to quickly design training to fit the needs of the job seekers and employers.

On July 27, 2009 the Department of Social Services issued a Request for Proposals for Group Sized Training Programs from Institutions of Higher Education within Santa Barbara County and Other Eligible Training Providers for High-Growth, High-Demand Occupations, specifically targeting the priority industry/occupational clusters of: customer service/office management/computerized skills upgrades, advanced electronic/mechanized/machining occupations, green/clean energy related jobs, and allied health fields.

III. Training Summary

The Department has selected for funding the Allan Hancock College training proposals entitled ***Beginning Computer Applications Certificate Program, Intermediate Computer Applications Certificate Program, Medical/Dental Front Office Assisting Certificate Program and Energy Efficiency Program Certificate***. These programs will be offered at both the Santa Maria and Lompoc campuses; a maximum of two course offerings of each

program will be presented over the term of the contract, dependent on the needs of the Workforce Investment Act (WIA) client population.

- A. Beginning Computer Applications Certificate Program will introduce trainees to beginning computer skills needed for employment. The program is designed for trainees who wish to upgrade job skills, enter a credit degree program, or enter a clerical-related occupation.
- B. Intermediate Computer Applications Certificate Program builds on the skills mastered in the Beginning Level Computer Applications Certificate Program, increasing proficiency and knowledge of more in-depth features and uses of applications.
- C. Medical/Dental Front Office Assisting Certificate Program prepares trainees for the increasing level of responsibility and complexity in this allied health field, preparing them for entry-level employment in medical or dental offices.
- D. Energy Efficiency Certificate Program prepares trainees for entry level employment in weatherization and building performance occupations, and includes a Certificate of Accomplishment for a Customer Service Series.

IV. Scope of Services

A. CONTRACTOR shall:

- 1. Provide the contract education training program entitled ***Beginning Computer Applications Certificate*** encompassing the following curriculum:
 - Computer Applications Level 1, introductory hands-on class providing basic knowledge and skills.
 - Computer Applications Level 2, advanced hands-on class for computer users.
 - Introductory hands-on internet and email programs and uses.
 - Business Skills Lab, if needed, for individualized, hands-on instruction.
- 2. Provide the contract education training program entitled ***Intermediate Computer Applications Certificate*** encompassing the following curriculum:
 - Computer Applications Level 3, designed for intermediate computer users.
 - Intermediate Microsoft Word, designed for advanced users.
 - Intermediate Microsoft Excel, designed for advanced users.
 - Internet and email programs and uses, for advanced users.
- 3. Provide the contract education training program entitled ***Medical/Dental Front Office Assisting Certificate*** encompassing the following curriculum:
 - The Medical Front Office, introducing trainees to terminology, record keeping and front office tasks.
 - Basic Coding and Insurance Billing, introducing trainees to standard coding practices, as well as the basics of health insurance.
 - Advanced Coding, covering diagnostic and procedure coding protocols.
 - The Dental Front Office, introducing trainees to the unique and distinct operations in a dental office.
- 4. Provide the contract education training program entitled ***Energy Efficiency Certificate*** encompassing the following curriculum:
 - Weatherization
 - Industrial Mathematics

- Customer Services: The Series which includes Managing Service Quality, Management: Verbal, Management: Listening, Management: Conflict, Management: People Skills, and Ethics and Integrity.
5. Provide a maximum of two offerings of each of said series over the life of the contract on mutually agreeable dates, schedules and times with the first (1st) offering, except for Energy Efficiency, to begin in February 2010.
 - Course series, where possible, will be offered at both the Santa Maria and Lompoc campuses, depending on the need of the Workforce Investment Act Program enrollees.
 6. CONTRACTOR will collaborate with the Workforce Resource Center to recruit and refer WIA potentially eligible job seekers for eligibility determination and enrollment. This is a prerequisite for placement into said training series. All program participants must register with, be determined eligible and enrolled into the Santa Barbara County WIA program prior to start of training.
 7. CONTRACTOR will collaborate with the Workforce Resource Center in the development of recruitment and referral protocols and marketing materials.
- B. COUNTY will:
1. Stipulate the locations and number of training sessions to be conducted, and negotiate mutually scheduled dates, times and locations.
 2. Collaborate in the development of recruitment and referral protocols and marketing materials.
 3. Collaborate with CONTRACTOR to recruit and refer WIA clients for enrollment in training program.
 4. Collaborate with CONTRACTOR to develop and award a joint Certificate of Recognition or Accomplishment at the successful culmination of training programs for participants who complete a minimum number of hours/courses in each series.
 5. Provide consultative assistance, as requested.
 6. Provide all information necessary for CONTRACTOR to complete the terms of the contract.

V. Performance Measures, General Goals, Expectations, Program Outcomes

The target populations for enrollment into the Workforce Investment Act Program, and subsequently into one of the contracted group sized training programs, are the short and long term unemployed and underemployed residents of Santa Barbara County, some of whom are co-enrolled in other assistance programs such as CalWORKs/Welfare to Work and Department of Rehabilitation disability programs. These populations have inherent difficulties in the ability to remain regularly engaged in educational and training pursuits due to the multitude of other priorities for subsistence.

- A. Considering the difficulties faced by the target population to be served by this contract, through the effectiveness of curriculum development and program instruction, a goal of 75%

of trainees will successfully complete each training program and receive a Certificate of Completion and/or Achievement.

- In order to support this goal, CONTRACTOR will collaborate with Workforce Investment Act staff in identifying and referring for needed individual supportive services to help to ensure participant success throughout the course of the training program.
- CONTRACTOR will track and report the number of individuals enrolled in the training programs and their progress periodically as agreed upon between the COUNTY and the CONTRACTOR.
- COUNTY will receive tracking and monitoring reports and confer regularly with CONTRACTOR as to progress and measurement of performance outcomes.

B. To ensure the responsiveness of program training, a customer satisfaction survey will be completed by all participants. A goal of 80% of all surveys will reflect a rating of satisfactory or higher.

VI. Program Reports

A. CONTRACTOR shall maintain records, collect data, and provide reports as will be outlined by COUNTY. These reports will act as monitoring tools for COUNTY assistance and oversight of performance.

VII. Program Reviews/Audits

CONTRACTOR will be subject to audits that cover all fiscal and programmatic terms and conditions of the contract and/or prescribed by the State, including cost allocation methodologies. CONTRACTOR will be responsible for reimbursement to County for all disallowed costs.

VIII. General Provisions

A. Modification of Services - CONTRACTOR shall obtain the expressed written consent from the COUNTY for any variation in the provision of services described in this agreement. Approval for such modification of services will not require further Board of Supervisors approval if it is to provide additional services within WIB group sized training services and within the approved budget.

B. CONTRACTOR will obtain prior written approval from COUNTY, prior to purchasing any furniture, equipment, EDP hardware or software funded through this contract.

C. Budget Variances - CONTRACTOR shall obtain the expressed written consent from the COUNTY for any variation in the line item amounts detailed in Attachment B-1 of this agreement. Reasonable and necessary changes will be considered, but in no event will the overall budget amount be exceeded without a formal amendment to the contract.

EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$183,840.96.
- Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR'S satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1**. Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
 - **SUBMITTED DOCUMENTATION:** CONTRACTOR shall submit invoices with sufficient documentation to demonstrate the costs CONTRACTOR is requesting reimbursement for are compliant with the Federal and State regulations applicable to the entity who incurred the costs.
 - **APPLICABLE COST PRINCIPLES:** CONTRACTOR will be held responsible by COUNTY, Federal and State officials for only submitting costs for reimbursement that comply with applicable WIA, Federal, and State regulations. Entities incurring the cost for a Federal grant / contract are held to the Federal cost principle as outlined in OMB Circular A-121 for public and nonprofit institutions of higher education.
 - **INDIRECT COST &/OR BENEFIT RATES:** COUNTY will only reimburse for indirect costs, and/or labor benefits, calculated by applying a federally negotiated indirect cost and/or benefit rates against the federally approved cost base. CONTRACTOR, will supply COUNTY with copies of the rate negotiation letter(s) in effect as of the date of this contract.
- B. Monthly, or at the conclusion of each course series offering at the discretion of the CONTRACTOR, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.
- C. Workforce Investment Act (WIA) invoices will be paid in conjunction with the County's monthly cash draw from the State. Should CONTRACTOR miss the 25th of the month deadline and/or not present a satisfactory invoice and/or backup, CONTRACTOR payment will be processed with the next month's cash draw-NO EXCEPTIONS.
- D. 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.

- E. Tracking of Expenses: CONTRACTOR shall inform County when seventy-five percent (75%) of the Maximum Contract Amount has been incurred based upon CONTRACTOR'S own billing records. CONTRACTOR shall send such notice to those persons and addresses which are set for the in the Agreement, Section 2 (NOTICES).
- F. 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, but in no event later than 6/30/11, to avoid possible payment reduction or denial for late billing.
- G. Retirement/Fringe Benefits and Indirect Costs: The budget amounts for fringe benefits and indirect costs are estimates only based on the annual Contractor's Federally Negotiated Provisional rates with the Department of Health & Human Services. The CONTRACTOR will invoice the County by applying their provisional federally negotiated rate to the monthly direct costs. It is understood that the Provisional Rate is an estimate of the year's actual costs, to be finalized after the CONTRACTOR'S fiscal year end. When the CONTRACTOR received their final annual rate, the CONTRACTOR will retroactively recalculate the previous invoiced and paid amounts using the final rates. The CONTRACTOR will reimburse the County for any overbillings due to rate changes; the County will reimburse the CONTRACTOR for any underbillings due to rate changes, only if there is adequate unexpected funding remaining on the contract.

EXHIBIT B-1
BEGINNING AND INTERMEDIATE COMPUTER APPLICATIONS BUDGET

LINE ITEM BUDGET

Name of Applicant Agency: **Allan Hancock College**

Please provide a line item budget for each year of the program. Please do not forget to include any proposed cost of living or performance appraisal merit increases in your proposed budget.

Term Beginning: February, 2010 Term Ending: June, 2011

Curriculum Development

A. SALARIES AND EMPLOYEE BENEFITS

- 1) Salaries - List each position to be funded by this award.

Position(s)	Full-Time Equivalent (FTE) ¹	Budget for Contract Term
Direct Service Positions		
Instructor: Beginning Computer Applications	1.4% or 30 hours	\$1,500.00
	%	\$
	%	\$
Administrative Positions		
	%	\$
	%	\$
Sub-Total Salaries:		\$1,500.00

¹ FTE = Amount of time employee works on this program. State as a percentage based upon a 40 hour work week.

- 2) Employee Benefits - List type of employee benefit(s) and amount budgeted.

Type of Employee Benefit	Budget for Contract Term
Direct Service Staff	\$
Instructor: Beginning Computer Applications Curr. Dev. (1500.00 x 12.11%)	\$181.65
	\$
	\$
Administrative Staff	\$
	\$
Sub-Total Employee Benefits	\$181.65
Percentage Benefits	
	12.11%
TOTAL SALARIES AND EMPLOYEE BENEFITS	\$1,681.65

B. SERVICES AND SUPPLIES

- 1) Services - List any consultant(s) or contract services

Name of Consultant(s)/Contract Services	Budget for Contract Term
	\$
Sub-Total Services	\$0

EXHIBIT B-1
BEGINNING AND INTERMEDIATE COMPUTER APPLICATIONS BUDGET

2) Supplies

Item	Budget for Contract Term
Office Expense*	\$
Program Expense*	\$
Telephone*	\$
Mileage*	\$
Other*	\$
	\$
Sub-Total Supplies	
TOTAL SERVICES AND SUPPLIES	0

C. OPERATING EXPENSES

Item*	Budget for Contract Term
Facility Lease/Rental	\$
Equipment Lease/Rental*	\$
Furnishings*	\$
Maintenance	\$
Utilities	\$
Insurance (Refer to General Contract Provisions for Insurance Requirements)	\$
Other*	\$
	\$
Total Operating Expenses	
GRAND TOTAL LINE ITEM BUDGET	\$1,681.65
Minus Revenue	
TOTAL BEING REQUESTED	\$1,681.65

Actual Training Program Costs

A. SALARIES AND EMPLOYEE BENEFITS

1) Salaries - List each position to be funded by this award.

Position(s)	Full-Time Equivalent (FTE) ¹	Budget for Contract Term
Direct Service Positions		
Instructor: Beginning Computer Applications	21% or 432 hours	\$17,824.32
Administrative Positions		
Program Specialist	24% or 499.5 hours	\$12,487.50
	%	\$
	%	\$
Sub-Total Salaries:		\$30,311.82

¹ FTE = Amount of time employee works on this program. State as a percentage based upon a 40 hour work week.

2) Employee Benefits - List type of employee benefit(s) and amount budgeted.

Type of Employee Benefit	Budget for Contract Term
Direct Service Staff	\$
Instructor: Beginning Computer Applications (\$17,824.32 x 12.11%)	\$2,158.53

EXHIBIT B-1
BEGINNING AND INTERMEDIATE COMPUTER APPLICATIONS BUDGET

Administrative Staff	\$
Program Specialist (\$12,487.50 x 3.86%)	\$ 482.02
	\$
	\$
Sub-Total Employee Benefits	\$2,640.55
Percentage Benefits	varies
TOTAL SALARIES AND EMPLOYEE BENEFITS	\$32,952.37

B. SERVICES AND SUPPLIES

- 1) Services - List any consultant(s) or contract services

Name of Consultant(s)/Contract Services	Budget for Contract Term
	\$
Sub-Total Services	\$0

- 2) Supplies

Item	Budget for Contract Term
Office Expense*	\$
Program Expense*	\$
Telephone*	\$
Mileage*	\$
Other*	\$
Beginning Computer Applications Supplies	\$7,642.00
	\$
	\$
Sub-Total Supplies	\$7,642.00
TOTAL SERVICES AND SUPPLIES	\$7,642.00

C. OPERATING EXPENSES

<i>Item*</i>	Budget for Contract Term
Facility Lease/Rental: Computer Lab	\$12,960.00
Equipment Lease/Rental*	\$
Furnishings*	\$
Maintenance: Computer Lab	\$2,500
Utilities	\$
Insurance (Refer to General Contract Provisions for Insurance Requirements)	\$
Other*	\$
	\$
Total Operating Expenses	\$15,460.00
GRAND TOTAL LINE ITEM BUDGET	\$57,736.02
Minus Revenue	\$0
TOTAL BEING REQUESTED	\$57,736.02

EXHIBIT B-1
BEGINNING AND INTERMEDIATE COMPUTER APPLICATIONS BUDGET

D. REVENUE

List all of your organization's current and projected sources and amounts of revenue to be used for this program.

<i>Revenue Source</i>	Revenue Expiration Date	Budget for Contract Term
		\$
		\$
		\$
Total Revenue		\$0

EXHIBIT B-2
MEDICAL AND DENTAL FRONT OFFICE ASSISTING BUDGET

LINE ITEM BUDGET

Name of Applicant Agency: **Allan Hancock College**

Please provide a line item budget for each year of the program. Please do not forget to include any proposed cost of living or performance appraisal merit increases in your proposed budget.

Term Beginning: February, 2010

Term Ending: June 2011

Curriculum Development

A. SALARIES AND EMPLOYEE BENEFITS

1) Salaries - List each position to be funded by this award.

Position(s)	Full-Time Equivalent (FTE) ¹	Budget for Contract Term
Direct Service Positions		
Instructor: Medical Assisting	3% or 57 hours	\$2,850.00
	%	\$
	%	\$
Administrative Positions		
	%	\$
	%	\$
Sub-Total Salaries:		\$2,850.00

¹ FTE = Amount of time employee works on this program. State as a percentage based upon a 40 hour work week.

2) Employee Benefits - List type of employee benefit(s) and amount budgeted.

Type of Employee Benefit	Budget for Contract Term
Direct Service Staff	\$
Instructor: Medical Assisting (\$2850 x 12.11%)	\$345.14
	\$
	\$
Administrative Staff	\$
	\$
Sub-Total Employee Benefits	\$345.14
Percentage Benefits	12.11%
TOTAL SALARIES AND EMPLOYEE BENEFITS	\$3,195.14

B. SERVICES AND SUPPLIES

1) Services - List any consultant(s) or contract services

Name of Consultant(s)/Contract Services	Budget for Contract Term
	\$
Sub-Total Services	\$0

2) Supplies

EXHIBIT B-2
MEDICAL AND DENTAL FRONT OFFICE ASSISTING BUDGET

Item	Budget for Contract Term
Office Expense*	\$
Program Expense*	\$
Telephone*	\$
Mileage*	\$
Other*	\$
	\$
Sub-Total Supplies	\$
TOTAL SERVICES AND SUPPLIES	\$0

C. OPERATING EXPENSES

Item*	Budget for Contract Term
Facility Lease/Rental	\$
Equipment Lease/Rental*	\$
Furnishings*	\$
Maintenance	\$
Utilities	\$
Insurance (Refer to General Contract Provisions for Insurance Requirements)	\$
Other*	\$
	\$
Total Operating Expenses	
GRAND TOTAL LINE ITEM BUDGET	\$3,195.14
Minus Revenue	0
TOTAL BEING REQUESTED	\$3,195.14

Actual Training Program Costs

A. SALARIES AND EMPLOYEE BENEFITS

1) Salaries - List each position to be funded by this award.

Position(s)	Full-Time Equivalent (FTE) ¹	Budget for Contract Term
Direct Service Positions		
Instructor: Medical Assisting	12% or 256	\$10,562.56
Administrative Positions		
Program Specialist	24% or 499.5	\$12,487.50
	%	\$
	%	\$
	%	\$
	%	\$
Sub-Total Salaries:		\$23,050.06

¹ FTE = Amount of time employee works on this program. State as a percentage based upon a 40 hour work week.

EXHIBIT B-2

MEDICAL AND DENTAL FRONT OFFICE ASSISTING BUDGET

2) Employee Benefits - List type of employee benefit(s) and amount budgeted.

Type of Employee Benefit	Budget for Contract Term
Direct Service Staff	\$
Instructor: Medical Assisting (\$10,562.56 x 12.11%)	\$1,279.13
	\$
	\$
Administrative Staff	\$
Program Specialist (\$12,487.50 x 3.86%)	\$482.02
	\$
	\$
Sub-Total Employee Benefits	\$1,761.15
Percentage Benefits	varies%
TOTAL SALARIES AND EMPLOYEE BENEFITS	\$24,811.21

B. SERVICES AND SUPPLIES

1) Services - List any consultant(s) or contract services

Name of Consultant(s)/Contract Services	Budget for Contract Term
	\$
	\$
Sub-Total Services	\$0

2) Supplies

Item	Budget for Contract Term
Office Expense*	\$
Program Expense*	\$
Telephone*	\$
Mileage*	\$
Other*	\$
Medical Assisting textbooks, manuals, materials, and supplies	\$8,626.70
	\$
Sub-Total Supplies	\$8,626.70
TOTAL SERVICES AND SUPPLIES	\$8,626.70

EXHIBIT B-2

MEDICAL AND DENTAL FRONT OFFICE ASSISTING BUDGET

C. OPERATING EXPENSES

<i>Item*</i>	Budget for Contract Term
Facility Lease/Rental: Standard Science Lab	\$7,680.00
Equipment Lease/Rental*	\$
Furnishings*	\$
Maintenance: Computer lab	\$2,500.00
Utilities	\$
Insurance (Refer to General Contract Provisions for Insurance Requirements)	\$
Other*	\$
	\$
Total Operating Expenses	\$10,180.00
GRAND TOTAL LINE ITEM BUDGET	\$46,813.05
Minus Revenue	\$0
TOTAL BEING REQUESTED	\$46,813.05

D. REVENUE

List all of your organization's current and projected sources and amounts of revenue to be used for this program.

<i>Revenue Source</i>	Revenue Expiration Date	Budget for Contract Term
		\$
		\$
Total Revenue		\$0

EXHIBIT B-3
ENERGY EFFICIENCY BUDGET

LINE ITEM BUDGET

Name of Applicant Agency: **Allan Hancock College**

Please provide a line item budget for each year of the program. Please do not forget to include any proposed cost of living or performance appraisal merit increases in your proposed budget.

Term Beginning: February, 2010

Term Ending: August, 2011

Curriculum Development

C. SALARIES AND EMPLOYEE BENEFITS

- 1) Salaries - List each position to be funded by this award.

Position(s)	Full-Time Equivalent (FTE) ¹	Budget for Contract Term
Direct Service Positions		
Instructor:	%	\$
Energy Efficiency	4.3% or 90 hours	\$4,500
	%	\$
Administrative Positions		
	%	\$
	%	\$
Sub-Total Salaries:		\$4,500

¹ FTE = Amount of time employee works on this program. State as a percentage based upon a 40 hour work week.

- 2) Employee Benefits - List type of employee benefit(s) and amount budgeted.

Type of Employee Benefit	Budget for Contract Term
Direct Service Staff	\$
Instructor: Energy Efficiency at 12.11%	\$544.95
	\$
	\$
Administrative Staff	\$
	\$
Sub-Total Employee Benefits	\$544.95
Percentage Benefits	12.11%
TOTAL SALARIES AND EMPLOYEE BENEFITS	\$5,044.95

EXHIBIT B-3
ENERGY EFFICIENCY BUDGET

D. SERVICES AND SUPPLIES

1) Services - List any consultant(s) or contract services

Name of Consultant(s)/Contract Services	Budget for Contract Term
	\$
	\$
Sub-Total Services	\$0

2) Supplies

Item	Budget for Contract Term
Office Expense*	\$
Program Expense*	\$
Telephone*	\$
Mileage*	\$
Other*	\$
	\$
	\$
Sub-Total Supplies	
TOTAL SERVICES AND SUPPLIES	0

D. OPERATING EXPENSES

Item*	Budget for Contract Term
Facility Lease/Rental	\$
Equipment Lease/Rental*	\$
Furnishings*	\$
Maintenance	\$
Utilities	\$
Insurance (Refer to General Contract Provisions for Insurance Requirements)	\$
Other*	\$
	\$
	\$
	\$
Total Operating Expenses	
GRAND TOTAL LINE ITEM BUDGET	\$5,044.95
Minus Revenue	0
TOTAL BEING REQUESTED	\$5,044.95

EXHIBIT B-3
ENERGY EFFICIENCY BUDGET

Actual Training Program Costs

A. SALARIES AND EMPLOYEE BENEFITS

3) Salaries - List each position to be funded by this award.

Position(s)	Full-Time Equivalent (FTE) ¹	Budget for Contract Term
Direct Service Positions		
Instructors: Energy Efficiency	10% or 216 hours	\$8,912.16
Administrative Positions		
Program Specialist	24% or 499.5 hours	\$12,487.50
	%	\$
Sub-Total Salaries:		\$21,399.66

¹ FTE = Amount of time employee works on this program. State as a percentage based upon a 40 hour work week.

4) Employee Benefits - List type of employee benefit(s) and amount budgeted.

Type of Employee Benefit	Budget for Contract Term
Direct Service Staff	\$
Instructors: Energy Efficiency at 12.11%	\$1,079.26
	\$
Administrative Staff	\$
Program Specialist at 3.86%	\$ 482.02
	\$
Sub-Total Employee Benefits	\$1,561.28
Percentage Benefits	Varies %
TOTAL SALARIES AND EMPLOYEE BENEFITS	\$22,960.94

C. SERVICES AND SUPPLIES

1) Services - List any consultant(s) or contract services

Name of Consultant(s)/Contract Services	Budget for Contract Term
	\$
	\$
Sub-Total Services	\$0

2) Supplies

Item	Budget for Contract Term
Office Expense*	\$
Program Expense*	\$
Telephone*	\$
Mileage*	\$
Other*	\$

EXHIBIT B-3
ENERGY EFFICIENCY BUDGET

Energy Efficiency textbooks, manuals, materials, and supplies	\$22,922.00
Energy Efficiency tool/instructional kits	\$22,400.00
Energy Efficiency instructor textbooks/manuals	\$564.00
	\$
	\$
Sub-Total Supplies	\$45,886
TOTAL SERVICES AND SUPPLIES	\$45,886

E. OPERATING EXPENSES

<i>Item*</i>	Budget for Contract Term
Facility Lease/Rental: \$25.00 standard CTE classroom rate x 216 hrs.	\$5,400.00
Equipment Lease/Rental*	\$
Furnishings*	\$
Maintenance	\$
Utilities	\$
Insurance (Refer to General Contract Provisions for Insurance Requirements)	\$
Other*	\$
	\$
Total Operating Expenses	\$5,400.00
GRAND TOTAL LINE ITEM BUDGET	\$79,291.89
Minus Revenue	\$0
TOTAL BEING REQUESTED	\$79,291.89

F. REVENUE

<i>List all of your organization's current and projected sources and amounts of revenue to be used for this program. Revenue Source</i>	Revenue Expiration Date	Budget for Contract Term
		\$
		\$
Total Revenue		\$0

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts NOT requiring professional liability insurance

INDEMNIFICATION

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

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

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

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.
2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of

said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

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

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

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

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

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

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

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

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

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

Indemnification pertaining to Professional Services:

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT D
YEAR 2000 DATE CHANGE COMPLIANCE WARRANTY
FOR GOODS AND SERVICES**

---- INTENTIONALLY OMITTED ----

**REMOVED
March 1, 2004**

THIS AGREEMENT DOES NOT INCLUDE EXHIBIT D

EXHIBIT E

HIPAA Business Associate Agreement

1. Use and Disclosure of Protected Health Information

Except as otherwise provided in this Exhibit, the Contractor may use or disclose Protected Health Information ("PHI")¹ to perform functions, activities or services for or on behalf of the County, as specified in the underlying agreement, provided that such use or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), the California Confidential Medical Information Act (CMIA), or other state or federal laws. The uses and disclosures of PHI may not exceed the limitations applicable to the County under the regulations except as authorized for management, administrative or legal responsibilities of the Contractor. PHI includes without limitation "Electronic Protected Health Information" ("E PHI")².

2. Business Associates Held to the Same Standards as Covered Entities

The Business Associate/Contractor understands that HIPAA and CMIA hold the Business Associate to the same standards of responsibility and liability for the protection of confidential medical information as those required of the Covered Entity.

3. Applicable Laws

Laws which will apply to the Business Associate, include, but are not limited to: the Health Insurance Portability and Accountability Act (HIPAA), a federal law; the California Confidential Medical Information Act (CMIA), a state law; other federal and state laws pertaining to the protection of patient/client privacy and the security of confidential medical information.

4. Requirement to Train Own Employees and Workforce

The Contractor has a responsibility to provide effective training for all members of its workforce (including its own employees, management, staff, volunteers, independent contractors, and subcontractors) who will or who are likely to have any access to or exposure to PHI or E PHI. Members of the Contractor's workforce, who use, disclose, handle, view, process, distribute, access, audit, create, receive or have any exposure to PHI or E PHI must receive training on both the HIPAA Privacy Rule and the HIPAA Security Rule. Privacy Rule Training shall meet the requirements of 45 Code of Federal Regulations Section 164.530 (b). Security Rule Training shall meet the requirements of 45 Code of Federal Regulations Section 164.308 (a)(5).

5. Further Disclosure of PHI

The Contractor shall not use or further disclose PHI other than as permitted or required by the underlying Agreement, or as required by law.

1 "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

2 "Electronic Protected Health Information" means Protected Health Information, which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

6. Safeguarding PHI

The Contractor shall use appropriate safeguards to prevent use or disclosure of PHI other than as

provided for by the underlying Agreement. Contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of EPHI that Contractor creates, receives, maintains or transmits on behalf of County. The actions taken by the Contractor to safeguard EPHI shall include, but may not be limited to:

- a. Encrypting EPHI that it stores and transmits;
- b. Implementing strong access controls, including physical locks, firewalls, and strong passwords;
- c. Using antivirus/antispyware software that is upgraded regularly;
- d. Adopting contingency planning policies and procedures, including data backup and disaster recovery plans; and
- e. Conducting periodic privacy and security training.

7. Unauthorized Use or Disclosure of PHI

The Contractor shall report to the County any use or disclosure of the PHI not provided for by the underlying Agreement or otherwise in violation of the HIPAA Privacy Rule, the HIPAA Security Rule, or CMIA. Contractor shall report to County any privacy or security incidents within 2 days of becoming aware of such incidents. For purposes of this paragraph, "security incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. The Business Associate shall also be compliant with all HIPAA and CMIA reporting requirements (to federal or state authorities) pertaining to any privacy or security breaches of confidential medical information.

8. Agents and Subcontractors of the Business Associate

The Contractor shall ensure that any agent, including a subcontractor, to which the Contractor provides PHI received from, or created or received by the Contractor on behalf of the County, shall comply with the same restrictions and conditions that apply through the underlying Agreement to the Contractor with respect to such information. The Contractor shall ensure that any agent to whom it provides PHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such PHI. Contractor shall not use subcontractors or agents, unless it receives prior written consent from County.

9. Access to PHI

At the request of the County, and in the time and manner designated by the County, the Contractor shall provide access to PHI in a Designated Record Set to an Individual or the County to meet the requirements of 45 Code of Federal Regulations Section 164.524.

10. Amendments to Designated Record Sets

The Contractor shall make any amendment(s) to PHI in a Designated Record Set that the County directs or at the request of the Individual, and in the time and manner designated by the County in accordance with 45 Code of Federal Regulations Section 164.526.

11. Documentation of Uses and Disclosures

The Contractor shall document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations Section 164.528. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by Contractor and its agents or subcontractors for at least six years prior to the request, but not before the compliance date of the Privacy Rule.

12. Accounting of Disclosures

The Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with 45 Code of Federal Regulations Section 164.528, to permit the County to respond to a request by the Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations Section 164.528.

13. Records Available to Covered Entity and Secretary

The Contractor shall make available records related to the use, disclosure, security and privacy protection of PHI received from the County, or created or received by the Contractor on behalf of the County, to the County or to the Secretary of the United State Department of Health and Human Services for purposes of investigating or auditing the County's compliance with the HIPAA privacy and security regulations, in the time and manner designated by the County or the Secretary.

14. Destruction of PHI

a. Upon termination of the underlying Agreement for any reason, the Contractor shall:

- (1) Return all PHI received from the County, or created or received by the Contractor on behalf of the County required to be retained by the Privacy Rule; or
- (2) Return or destroy all other PHI received from the County, or created or received by the Contractor on behalf of the County.

This provision also shall apply to PHI in possession of subcontractors or agents of the Contractor. The Contractor, its agents or subcontractors shall retain no copies of the PHI. However, Contractor, its agents or subcontractors shall retain all protected information throughout the term of the underlying Agreement and shall continue to maintain the information required under Section 11 of this Exhibit for a period of six years after termination of the underlying Agreement.

b. In the event the Contractor determines that returning or destroying the PHI is not feasible, the Contractor shall provide the County notification of the conditions that make return or destruction not feasible. If the County agrees that the return of the PHI is not feasible, the Contractor shall extend the protections of this Exhibit to such PHI and limit further use and disclosures of such PHI for so long as the Contractor, or any of its agents or subcontractors, maintains such PHI.

15. Amendments

The Parties agree to take such action as is necessary to amend the underlying Agreement as necessary for the County to comply with the requirements of the Privacy Rule and its implementing regulations.

16. Mitigation of Disallowed Uses and Disclosures

The Contractor shall mitigate, to the extent practical, any harmful effect that is known to the Contractor of a use, disclosure or exposure of PHI by the Contractor in violation of the requirements of the underlying Agreement or of the HIPAA Privacy and Security Rules or CMIA.

17. Termination of Agreement

The County shall terminate the underlying Agreement upon knowledge of a material breach by the Contractor of which the Contractor fails to cure.

18. Definitions

Terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those in the HIPAA Privacy Rule, the HIPAA Security Rule and CMIA.

19. Interpretation

Any ambiguity in this Exhibit shall be resolved to permit County to comply with the HIPAA Privacy Rule, the HIPAA Security Rule and CMIA.

EXHIBIT F

General Provisions and Standards of Conduct

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

1. Compliance –

- a. CONTRACTOR will comply with the requirements of the Workforce Investment Act (Act) and with all related amendments, regulations, policies, and procedures promulgated hereunder, including but not limited to Section 306 of the Clean Air Act and Section 508 of the Clean Water Act.
- b. CONTRACTOR further assures and certifies that if the regulations, policies, and procedures pursuant to the Workforce Investment Act, Clean Air Act, or Clean Water Act are amended or revised, CONTRACTOR shall comply with them.
- c. CONTRACTOR will also certify its compliance with the Americans with Disabilities Act of 1990.
- d. COUNTY may avail itself of any or all administrative, contractual or legal remedies for violation of this Agreement.
- e. CONTRACTOR shall observe all applicable federal regulations relating to copyrights and patents in the performance of this Agreement.
- f. COUNTY, the State of California and the U.S. Department of Labor shall have access to all data derived from the activities conducted under this Agreement.
- g. CONTRACTOR further agrees to comply with all applicable federal, state, and county requirements for the submission and provision of information for all audit reports relating to this Agreement.
- h. CONTRACTOR will ensure diligence in managing programs under this agreement including performing appropriate monitoring activities and taking prompt corrective action against known violations of the WIA.
- i. CONTRACTOR shall act in accordance with Title VI of the Civil Rights Act of 1964, and provisions of WIA Section 188 and compliance with Equal Employment Opportunity provision in Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented by the requirements of 41 CFR Part 60.

2. Certification - Except as otherwise indicated, the following certifications apply to all Contractors.

- a. *Corporate Registration:* The CONTRACTOR, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.
- b. *Sectarian Activities:* The CONTRACTOR certifies that this agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- c. *National Labor Relations Board:* The CONTRACTOR (if not a public entity), by signing this agreement, does swear under penalty of perjury, that no more that one final unappeasable finding of contempt of court by a federal court has been issued against the CONTRACTOR within the immediately preceding two-year period because of CONTRACTOR failure to comply with an order of a federal court which orders the CONTRACTOR to comply with an order of the National Labor Relations Board.

- d. *Prior Findings:* CONTRACTOR, by signing this agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous contract or grant with the Department of Labor (DOL) or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
- e. *Drug-Free Workplace Certification:* By signing this sub grant/contract, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR or contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq. and 29 CFR Part 98) and will provide a drug-free workplace by taking the following actions:
1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8350(a).
 2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - ~ The dangers of drug abuse in the workplace;
 - ~ The person's or organization's policy of maintaining a drug-free workplace;
 - ~ Any available counseling, rehabilitation and employee assistance programs; and,
 - ~ Penalties that may be imposed upon employees for drug abuse violations.
 3. Provide, as required by Government Code Section 8355©, that every employee who works on the proposed contract:
 - ~ Will receive a copy of the company's drug-free policy statement; and,
 - ~ Will agree to abide by the terms of the company's statement as a condition of employment on the contract.
- f. *Child Support Compliance Act:* In accordance with the Child Support Compliance Act, the CONTRACTOR recognizes and acknowledges:
1. The importance of child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and that to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).
- g. *Debarment and Suspension Certification:* By signing this agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California the CONTRACTOR will comply with, regulations implementing Executive Order 12549, Debarment and Suspension, 29 C.F.R. Part 98.51 0 and Executive Order 12689.29 CFR 95.48 (c) and Appendix A to Part 95, that the prospective participant (i.e., grantee), to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transitions by any federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under a public transaction, violation of federal or state

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

Failure to comply with all requirements of the certifications in Section 2 may result in suspension of payment under the sub grant/contract or termination of the sub grant/contract, or both, and the contractor or grantee may be ineligible for award of future state sub grants/contracts if the department determines that any of the following has occurred: (1) false information on the certifications, or (2) violation of the terms of the certifications by failing to carry out the requirements as noted above.

3. Amendments – This agreement may be unilaterally modified by the COUNTY upon written notice to CONTRACTOR under the following circumstances:
 - a. There is an increase or decrease in Federal or State funding levels.
 - b. A modification to CONTRACTOR contract is required in order to implement an adjustment or modification to the local plan.
 - c. Funds awarded to CONTRACTOR have not been expended in accordance with the schedule included in the approved local plan. After consultation with CONTRACTOR, the COUNTY has determined that the funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner consistent with State and Federal law, regulations and policies, reverting to the COUNTY.
 - d. There is a change in state and federal law or regulation requiring a change in the provisions of this agreement. Except as provided above, this agreement may be amended only in writing by the mutual agreement of both parties.
4. Accounting and Cash Management - CONTRACTOR will comply with the controls, record keeping and fund accounting procedure requirements of WIA, Federal, State, and County regulations and directives to ensure the proper disbursement of, and accounting for, program funds paid to CONTRACTOR and disbursed by CONTRACTOR, under this agreement.
5. Reporting – CONTRACTOR will compile and submit reports of activities, expenditures, status of cash and closeout information by the specified dates as prescribed by the COUNTY. CONTRACTOR will submit periodic narrative reports in addition to monthly financial and quarterly statistical reports.
6. Grievance and Complaint System – CONTRACTOR will establish and maintain a grievance complaint procedure in compliance with WIA, Federal regulations and State statutes, regulations and policy.
7. Audits – CONTRACTOR and/or auditors performing monitoring or audits of CONTRACTOR will immediately report to the COUNTY any incidents of fraud, abuse or other criminal activity in relation to this agreement, the WIA, or its regulations.

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

EXHIBIT G

SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS

1. **ARRA FUNDED PROJECT:** Funding for this contract has been provided through the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. 111-5. All contractors, including both prime and subcontractors, are subject to audit by appropriate federal or State of California (State) entities. The State has the right to cancel, terminate, or suspend the contract if any contractor or subcontractor fails to comply with the reporting and operational requirements contained herein.

2. **ENFORCEABILITY:** Contractor agrees that if Contractor or one of its subcontractors fails to comply with all applicable federal and State requirements governing the use of ARRA funds, the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the State under all applicable State and federal laws.

3. **PROHIBITION ON USE OF ARRA FUNDS:** Contractor agrees in accordance with ARRA, Section 1604, that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pools.

4. **REQUIRED USE OF AMERICAN IRON, STEEL AND OTHER MANUFACTURED GOODS:** Contractor agrees that in accordance with ARRA, Section 1605, neither Contractor nor its subcontractors will use ARRA funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The Contractor understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, Section 1605.

5. **WAGE RATE REQUIREMENTS:** In accordance with ARRA, Section 1606, the Contractor assures that it and its sub recipients shall fully comply with said Section and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the federal government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act). It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 or 1950 (64 Stat. 1267; 5 U.S.C. App.) and Section 3145 of Title 40, United States Code.

6. **INSPECTION OF RECORDS:** In accordance with ARRA Sections 902, 1514 and 1515, Contractor agrees that it shall permit the State of California, the United States Comptroller General or his representative or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of Contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by the ARRA. Contractor shall include this provision in all of the contractor's agreements with its subcontractors from whom the contractor acquires goods or services in its execution of the ARRA funded work.

7. WHISTLEBLOWER PROTECTION:

Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-federal Contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds. Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

8. **FALSE CLAIMS ACT:** Contractor agrees that it shall promptly notify the State and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

9. **REPORTING REQUIREMENTS:** Pursuant to Section 1512 of the ARRA, in order for state agencies receiving ARRA funds to prepare the required reports, Contractor agrees to provide the awarding state agency with the following information on a monthly (quarterly) basis:

a. The total amount of ARRA funds received by Contractor during the Reporting Period;

EXHIBIT G

b. The amount of ARRA funds that were expended or obligated during the Reporting Period;
c. A detailed list of all projects or activities for which ARRA funds were expending or obligated, including: **SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS**

- (i.) The name of the project or activity;
 - (ii.) A description of the project or activity;
 - (iii.) An evaluation of the completion status of the project or activity; and
 - (iv.) An estimate of the number of jobs created and /or retained by the project or activity;
- d. For any contracts equal to or greater than \$25,000:
- (i.) The name of the entity receiving the contract;
 - (ii.) The amount of the contract;
 - (iii.) The transaction type;
 - (iv.) The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
 - (v.) The Program source;
 - (vi.) An award title descriptive of the purpose of each funding action;
 - (vii.) The location of the entity receiving the contract;
 - (viii.) The primary location of the contract, including the city, state, congressional district and country;
 - (ix.) The DUNS number, or name and zip code for the entity headquarters;
 - (x.) A unique identifier of the entity receiving the contract and the parent entity of Contractor, should the entity be owned by another; and
 - (xi.) The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; 2) \$25M or more in annual gross revenue from Federal awards and; 3) if the public does not have access to information about the compensation of senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of Internal Revenue Code of 1986.;
- e. For any contracts of less than \$25,000 or to individuals, the information required above may be reported in the aggregate and requires the certification of an authorized officer of Contractor that the information contained in the report is accurate.

Any other information reasonably requested by the State of California or required by state or federal law or regulation.
Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the ARRA, are pending review by the federal government, and were published in the Federal Register on April 1, 2009 [74 FR 14824], and are to be provided online at www.FederalReporting.gov. The additional requirements will be added to this contract(s).

D1. Fiscal Year : FY 09/10
 D2. Budget Unit Number (*plus -Ship/-Bill codes in paren's*) :
 D3. Requisition Number :
 D4. Department Name : Social Services
 D5. Contact Person : Linda Rodriguez
 D6. Phone : (805) 346-7294

K1. Contract Type (*check one*): ☒ Personal Service ☐ Capital Project/Construction
 K2. Brief Summary of Contract Description/Purpose : WIA-ARRA Group Sized Trainings
 K3. Original Contract Amount : \$183,840.96
 K4. Contract Begin Date : 02/08/10
 K5. Original Contract End Date : 6/30/2011
 K6. Amendment History (*leave blank if no prior amendments*):

<u>Seq#</u> (2-4 words)	<u>EffectiveDate</u>	<u>ThisAmndtAmt</u>	<u>CumAmndtToDate</u>	<u>NewTotalAmt</u>	<u>NewEndDate</u>	<u>Purpose</u>
	\$	\$	\$			
K7. Department Project Number : 044						
B1. Is this a Board Contract? (<i>Yes/No</i>) : Yes						
B2. Number of Workers Displaced (<i>if any</i>): N/A						
B3. Number of Competitive Bids (<i>if any</i>) : N/A						
B4. Lowest Bid Amount (<i>if bid</i>) : \$						
B5. If Board waived bids, show Agenda Date :						
B6. ... and Agenda Item Number : #						

B7. Boilerplate Contract Text Unaffected? (*Yes / or cite ¶¶*) :
 F1. Encumbrance Transaction Code : 1701
 F2. Current Year Encumbrance Amount : \$
 F3. Fund Number : 0058
 F4. Department Number : 044
 F5. Division Number (*if applicable*) : 5820
 F6. Account Number : 7810
 F7. Cost Center number (*if applicable*) : 5465
 F8. Payment Terms : Net 30

V1. Vendor Numbers (*A=uditor; P=urchasing*) :
 V2. Payee/Contractor Name : Allan Hancock College
 V3. Mailing Address : 800 S. College Drive
 V4. City State (*two-letter*) Zip (*include +4 if known*) : Santa Maria, CA 93454
 V5. Telephone Number : (805) 735-3366 ext 5203
 V6. Contractor's Federal Tax ID Number :
 V7. Contact Person : Rick Rantz
 V8. Workers Comp Insurance Expiration Date : Self insured school certificate on file
 V9. Liability Insurance Expiration Date[s] (*G=enl; P=rofl*) : 7/1/2010
 V10. Professional License Number : #
 V11. Verified by (*name of County staff*) : Linda Rodriguez
 V12. Company Type (*Check one*): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Corporation

I certify: information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date : _____

Authorized Signature: _____
