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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 Managed Career Solutions, SPC with an address at 3333 Wilshire Boulevard, Suite 405, Los Angeles, CA 90010 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein. COUNTY and CONTRACTOR may be referred to herein individually or collectively as "Party" or "Parties."

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

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

1. DESIGNATED REPRESENTATIVE

Luis Servin, Executive Director, Workforce Development Board at phone number (805) 614-1543, is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Philip Starr at phone number (213) 272-8635 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

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

To COUNTY: Luis Servin, Executive Director, Workforce Development Board
130 E. Ortega Street, Santa Barbara, CA 93101
lservin@countyofsb.org

To CONTRACTOR: Philip Starr, Executive Director, Managed Career Solutions, SPC
3333 Wilshire Blvd Suite 405, Los Angeles, CA 90010
pstarr@mcscareergroup.com

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

3. SCOPE OF SERVICES

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

4. TERM

CONTRACTOR shall commence performance on September 12, 2023 and end performance upon completion, but no later than June 30, 2024 unless otherwise directed by COUNTY or unless earlier terminated. The COUNTY at the end of the contract term has an option to renegotiate a no-cost extension up to one (1) additional one (1) year

renewal without rebidding with thirty (30) days written notice to the Contractor prior to the expiration of the initial term. A renewal determination will be contingent upon CONTRACTOR's satisfactory achievement of agreed upon performance measures.

5. COMPENSATION OF CONTRACTOR

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

6. INDEPENDENT CONTRACTOR

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

7. STANDARD OF PERFORMANCE

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

8. DEBARMENT AND SUSPENSION

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

9. TAXES

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

10. CONFLICT OF INTEREST

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

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

12. NO PUBLICITY OR ENDORSEMENT

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

13. COUNTY PROPERTY AND INFORMATION

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

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14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least five (5) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars ($10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

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

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

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

15. INDEMNIFICATION AND INSURANCE

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

16. NONDISCRIMINATION

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

17. NONEXCLUSIVE AGREEMENT

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

18. NON-ASSIGNMENT

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

19. TERMINATION

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

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

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

3. **For Cause**. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.

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

C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

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

21. SEVERABILITY

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

22. REMEDIES NOT EXCLUSIVE

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

23. TIME IS OF THE ESSENCE

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

24. NO WAIVER OF DEFAULT

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

25. ENTIRE AGREEMENT AND AMENDMENT

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

26. SUCCESSORS AND ASSIGNS

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

27. COMPLIANCE WITH LAW

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

28. CALIFORNIA LAW AND JURISDICTION

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

29. EXECUTION OF COUNTERPARTS

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

30. AUTHORITY

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

31. SURVIVAL

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

32. PRECEDENCE

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

33. STATE ENERGY CONSERVATION PLAN

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

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

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

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

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

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into

this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

35. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

36. MANDATORY DISCLOSURE

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

37. SUBAWARD

CONTRACTOR has been awarded the subaward and shall comply with the requirements of 2 CFR Parts 200 and 2900, which are hereby incorporated by reference in this Agreement.

38. PROCUREMENT OF RECOVERED MATERIALS

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

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

CONTRACTOR agrees to the GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS FOR WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) provisions as set forth in EXHIBIT D attached hereto and incorporated herein by reference.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Managed Career Solutions, SPC.**

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____

Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____

Das Williams, Chair
Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Department of Social Services

By: DocuSigned by: Daniel Nelson 11A5E47EB20A45A...

Daniel Nielson, Department Head

CONTRACTOR:

Managed Career Solutions, SPC

By: DocuSigned by: Philip Starr C93693CAEDBA481...

Authorized Representative

Name: Philip Starr

Title: Executive Director

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: DocuSigned by: Paul Lee 561262F0B51A41B...

Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: DocuSigned by: Robert W Geis IV D25019E2AF094BE...

Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Management

By: DocuSigned by: Gregory Milligan DC240AC1E64247D...

Risk Management

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EXHIBIT A

STATEMENT OF WORK

Breaking Barriers: Summer Youth Empowerment and Employment Program (SYEEP) Service Provider

Background:

On August 2, 2022, The California Workforce Development Board (CWDB), in partnership with Foundation for California Community Colleges (FCCC), announced the availability of $22.7 million in state general funds for Assembly Bill 628: Breaking Barriers to Employment Initiative (Initiative). The Initiative aims to provide individuals with barriers to employment the services they need to enter, participate in, and complete broader workforce preparation, training and education programs, to obtain and retain employment.

FCCC conducted an AB628 Breaking Barriers Request for Applications for the 2023 SYEEP grant. The Santa Barbara County Workforce Development Board (SBCWDB) applied for and was awarded the 2023 SYEEP grant. FCCC is the designated agency responsible for managing the SYEEP grant funds. FCCC will distribute funds to SBCWDB. FCCC will serve as the official employer of record for all Paid Work Experience (PWEX) through its Career Catalyst Services. As such, FCCC will provide comprehensive human resource and payroll services for all youth placed in PWEX. SBCWDB is the agency administering and implementing the program in Santa Barbara County (SBC) and will contract with Managed Career Solutions (MCS) to serve as the SYEEP program operator.

Program description:

The program, aims to ensure that individuals from target populations receive the necessary supplemental and wraparound services they need to successfully enter, participate in and complete workforce and education programs. This program will provide youth empowerment and tools to process socio-cultural and race-based traumatic stress; develop and institutionalize a tradition of summer youth employment financially supported and driven by local employers; and foster greater community engagement and alignment between partner community based organizations, local employers, and the SBC Department of Probation.

The SBCWDB SYEEP grant activities include the following:

1. Design and launch of an online-portal for SBC employers and youth to learn about services. The website will also serve as an employer management system and enable the posting of PWEX positions for youth to apply for.
2. Create deeper community outreach channels and expand existing relationships between SYEEP partners.

I. Target Population

A. SYEEP will serve SBC disconnected youth and youth at risk of disconnection from the education system or employment. This is defined as individuals ages 16 through 24 who is neither working nor in school.

B. Youth with current justice involvement who will be eminently released from the County's Los Prietos Boys Camp; youth with previous justice involvement and youth with disabilities are prioritized sub-populations.

II. Duties and Responsibilities

A. CONTRACTOR SHALL:

1. Fulfill the role of the SYEEP program operator.
    a. SYEEP program operator role includes the following:
        i. Provide Basic Career Services
        ii. Provide Individualized Career Services
        iii. Provide PWEX placement and coordination, including:
            1. Recruit businesses for Work Experience sites.
            2. Obtain signed Work Experience site agreement from each business before Work Experience begins.
            3. Obtain agreements from each youth before Work Experience begins.
            4. Screen Work Experience sites and youth to ensure successful placement by evaluating Work Experience sites and their needs and place youth at Work Experience sites based on youths' interests and skills.
            5. Prepare and coach youths for Work Experience.
            6. Follow-up with Work Experience site once every two weeks.
            7. CONTRACTOR shall be responsible for funding, managing, and referring youth to Work Experience. CONTRACTOR shall have the option of serving as the employer of record or subcontracting payroll services.
        iv. Provide Training Services including placement into Occupational Skills Training.
        v. Provide Follow-up Services for 12 months after exit for participants.
        vi. As a subrecipient serving as the SYEEP program operator, coordinate the service delivery of SYEEP services with co-located America's Job Center of California partners and Community Access Point partners.
        vii. Work with a website designer to develop, implement and launch of a public facing website for employers to learn about SYEEP and other WIOA and workforce services, read about outcomes and success stories and sign up to serve as youth worksites for PWEX opportunities among other resources.
        viii. Will secure and procure all training vendors and resources for Empowerment Week.
        ix. Will launch and manage Empowerment Week consisting of one-week of inclusive socio-cultural and mental health supportive programming.
        x. Develop direct referral pipelines for disconnected youth and youth at-risk of disconnection including those with justice involvement.
    b. Work in collaboration with partners supporting Breaking Barriers, including

community based organizations, other county departments, and local employers.

2. Ensure compliance with the following, as applicable: U.S. Department of Labor regulations 29 CFR Parts 96, 93, 99, and 37; 2 CFR part 200; 48 CFR Part 31; the Code of Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200, whichever is applicable, and all other items mentioned on EXHIBIT D, General Conditions, Assurances and Certifications Workforce Innovation and Opportunity Act.

3. Adhere to all federal, state, or county statutes, regulations, executive orders, directives, or ordinances already issued or issued after the execution of the Agreement, including but not limited to, WIOA, the Social Security Act, the Civil Rights Acts, the Clean Air Act, State Efficiency Plan, California Welfare and Institutions Code, and the State Department of Social Services Manual of Policies and Procedures.

4. Adhere to and ensure internal policies are in place to guarantee all CONTRACTOR's staff, CONTRACTOR's supervisors, and participants (when applicable) receive information and training on the following:
    a. WIOA grievance and complaint resolution procedure;
    b. Nondiscrimination and Equal Opportunity procedures;
    c. Code of conduct and conflict of interest;
    d. Criminal fraud reporting, waste, abuse and other criminal activity;
    e. Sexual harassment training and reporting, including:
        i. California Sexual Harassment Training – California SB1343 and AB1825
    f. Protected client information safeguard training;
    g. Americans with Disabilities Act (ADA) and related laws, rules, and regulations;
    h. Training on serving Limited English Proficiency (LEP) participants.

5. CONTRACTOR shall provide to COUNTY, no later than 30 days upon the execution of the agreement, and every year thereafter (when applicable), proof of training completion, that might include copies of training materials, certificates of completion, sign-in sheets.

6. CONTRACTOR must monitor labor market trends and research vocational and Occupational Skills Training programs in order to align services with the designated industry sectors. Existing designated sectors include:
    a. Aerospace and defense;
    b. Agriculture, food, and beverage;
    c. Biotechnology and related devices;
    d. Building and design;
    e. Business services;
    f. Energy and environment;
    g. Healthcare;
    h. Information and communication technologies; and
    i. Tourism and hospitality.

    The industry sectors offer a framework to understand employment opportunities

to engage employers, and to develop career pathways and training opportunities that are consistent with the needs of COUNTY. Sector strategies will be developed to support COUNTY's designated industry sectors and to educate and connect jobseekers to employment within these sectors.

7. CONTRACTOR shall work in collaboration with other entities that carry out workforce development programs as follows:

    a. Work in collaboration with the entities listed in Section 121(b)(1) of the WIOA that support:
        i. WIA Title I programs;
        ii. Wagner-Peyser programs;
        iii. Adult Education and Literacy programs;
        iv. Rehabilitation Act programs;
        v. Welfare-to-Work;
        vi. Older Americans Act programs;
        vii. Perkins postsecondary vocational education activities;
        viii. Trade Adjustment Assistance and North American Free Trade Agreement – Transitional Adjustment Assistance programs;
        ix. Veterans Employment and Training;
        x. Community Service Block Grant employment and training activities;
        xi. Housing and Urban Development employment and training activities;
        xii. Unemployment compensation programs;
        xiii. Second Chance Act Programs; and
        xiv. Temporary Assistance for Needy Families (TANF).

    b. Work in collaboration with any other entities, approved by COUNTY, that carry out workforce development programs, such as:
        i. Employment and training programs administered by the Social Security Administration;
        ii. Supplemental Nutrition Assistance Program (SNAP) and SNAP Employment and Training programs;
        iii. Client assistance programs;
        iv. National and Community Service state grants;
        v. Other appropriate federal, state or local employment, education and training programs; and
        vi. Community based organizations.

8. Follow the communication, distributed material and posting, and branding guidelines issued at the federal, state, and county level. CONTRACTOR shall not use their brand or promote its organization without the explicit permission of the COUNTY. CONTRACTOR must utilize the branding: America's Job Center of California℠.

9. Implement yearly outreach and recruitment strategies to identify and engage target populations. Successfully implement proposed outreach and recruitment strategies for job seekers and employers.

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10. CONTRACTOR shall have a policy and process in place for referring, and following up with participants, whose needs are beyond the services offered by CONTRACTOR.

11. CONTRACTOR may be asked to support COUNTY, Employment Development Department (EDD), or other COUNTY workforce service contractors in the provision of other workforce services, such as grant funded workforce programs or on an as-needed basis.

12. Regional collaboration and reporting will be required under Breaking Barriers.

13. Obtain approval from COUNTY prior to the purchase of any equipment using Breaking Barriers contract funds.

14. Obtain approval from COUNTY prior to any out-of-state staff travel.

15. CONTRACTOR shall request COUNTY's approval for new Breaking Barriers applications, exits, and participants entering training.

16. CONTRACTOR shall allow FCCC (as the funding agency) to review and monitor CONTRACTOR's budget and scope of work.

17. **Adhere to General Staffing Requirements:**

    a. CONTRACTOR shall be responsible for immediately filling any vacancies, which may occur during the term of this Agreement in order to ensure the continuous and efficient delivery of services to clients. CONTRACTOR shall fill vacancies with individuals that demonstrate the appropriate experience and levels of education required for the position.

    b. CONTRACTOR shall utilize temporary staff only with COUNTY's prior approval, to the extent that not doing so will have a negative impact on service delivery or meeting program deliverables including invoices. Use of temporary staff shall be kept to a minimum. Applicable federal, state and county procurement policies shall be adhered to.

    c. Telecommuting: CONTRACTOR must submit written request with justification and must obtain written approval from the County prior to authorizing staff to telecommute under this Agreement. CONTRACTOR must have an active and COUNTY approved Telecommute Policy and Telecommute Employee Agreement template. CONTRACTOR will be responsible to ensure staff possess the proper tools and/or available resources provided by the CONTRACTOR to support the continuation of services. In addition, CONTRACTOR will be responsible to ensure the services provides are within the provisions and guidelines of this contract and WIOA/Breaking Barriers regulations.

18. **Staff Development and Training**

a. CONTRACTOR shall ensure that all MCS Career staff are fully-trained and receive continuous on-going training in Workforce Development and Title I Career Services included but not limited to; case management, WIOA participant eligibility, customer service, developing participant IEPs, Follow-up Services, support services, CalJOBS (to include system enhancements and data entry), serving targeted populations, soft skills, identifying transferable skills, resume writing, interview techniques, workforce assessments, serving clients with barriers, trauma informed training, COUNTY endorsed trainings, etc., and all other available WIOA/Breaking Barrier related training designed to increase staff development and ensure effective delivery of client services. Trainers utilized for staff development and paid with contract funds must be approved by COUNTY. Trainers must be locally, regionally, or nationally recognized.

b. CONTRACTOR shall be responsible for providing training to CONTRACTOR's front-line staff members (staff who deals directly with participants), supervisors, managers to assure compliance with WIOA Section 188 and the nondiscrimination provisions of federal, state, and local laws, regulations, and directives including providing Equal Employment Opportunity and Nondiscrimination training.

B. COUNTY SHALL:

1. Develop and maintain an operating manual documenting the policies and procedures for Breaking Barriers.

2. Review CONTRACTOR's yearly staffing plans, outreaching plan and program design documents.

III. Reporting Requirements:

A. CONTRACTOR SHALL:

1. Be responsible for collecting, collating and reporting data related to program outputs and outcomes.

2. Be responsible for reporting to the State and will respond to all requests from the County Board of Supervisors, WDB members, the media, and other interested stakeholders.

B. COUNTY SHALL:

1. Be responsible for data collecting, reporting data into Salesforce monthly, and completing quarterly reports.

IV. Performance Measures/Outcomes

A. CONTRACTOR shall meet the following performance measures:

1. **Local Performance Goals**
   a. COUNTY has established additional performance indicators to ensure a strong return on investment and adequate levels of service and outcomes for the participants served. CONTRACTOR must meet or exceed the following performance goals:

Goals	Target
Enrollment in Program	200
Paid Work Experience: • A paid work experience with local employers, or • Assistance obtaining unsubsidized employment with a local employer.	200
Attained Industry-Identified Certificate or Credential during or after completing the program.	100
Placement into Employment/Post-secondary education after program exit.	200

MCS and/or COUNTY will be responsible for data collecting, reporting data into Salesforce monthly, and completing the initial quarterly reports and provide them to the SBCWDB for review and final approval prior to submission.

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EXHIBIT B

PAYMENT ARRANGEMENTS
Periodic Compensation (with attached Line Item Budget)
Breaking Barriers: Summer Youth Empowerment and Employment Program Service Provider

A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed $**650,244.**

B. The funds provided under this Agreement shall be solely used for the services described in this Agreement and shall not be used for services under any other Agreement for Services of Independent Contractor with CONTRACTOR.

C. The Agreement is subject to the availability of applicable federal funding from the Department of Labor and/or the State EDD Workforce Services Division. If the Department of Labor and/or the State EDD Workforce Services Division fails to appropriate or otherwise make available sufficient funds to fund contracts, COUNTY or the WDB may terminate and/or reduce funding of this Agreement in full or in part, at any time during the Agreement period.

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

E. By the 15th of each month, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **EXHIBIT B-1** and shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR. All corrections shall be made no later than 60 days upon the initial receipt of invoice. COUNTY shall initiate payment process with adjustments if corrections are not received during this period of time.

F. 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.

G. During the term of this Agreement, COUNTY will evaluate whether CONTRACTOR is making sufficient progress in spending funds provided by this Agreement to deliver services to program participants. COUNTY shall have the option to recapture unexpended funds so as to redirect the spending of those unexpended funds to accomplish timely use of the funds. In addition, if CONTRACTOR spends less than the amounts budgeted for each year of this Agreement, COUNTY may also reduce the overall budget for the Agreement and for any year of the Agreement. Such recaptures will not require an amendment to this Agreement.

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H. Budget Variances: CONTRACTOR shall obtain in advance the expressed written consent from the DESIGNATED REPRESENTATIVE for any variation of the line item amounts within the same cost category (i.e. cost category A, cost category B., cost category C, and cost category D. identified in **EXHIBIT B-1**) set forth in the Line Item Budget detailed in **EXHIBIT B-1**. In no event shall funds be moved between cost categories or the overall budget amount be exceeded without a formal written amendment to the Agreement.

I. CONTRACTOR is subjected to the Uniform Guidance and applicable provisions of the Federal Acquisition Requirements (FAR). The DOL-specific requirement at 2 CFR Part 2900.2 expands the definition of "non-Federal entity" to include for-profit entities, therefore CONTRACTOR warrants that it is a non-Federal entity and subjected to the Uniform Guidance.

J. Six-Month Billing Limit: Unless otherwise determined by state or federal regulations all original invoices under this Agreement must be received by COUNTY within six (6) months from the date of service to avoid possible payment reduction or denial for late billing.

K. CONTRACTOR shall allow COUNTY and auditors access to the CONTRACTOR records and financial statements as necessary for the COUNTY to meet the requirements of CFR 200.332 Requirement for Pass-through Entities.

L. CONTRACTOR shall complete a programmatic and fiscal closeout, as directed by COUNTY staff. CONTRACTOR shall submit all final invoices to COUNTY, including for all costs incurred, no later than 15 days of the end date of the grant period.

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EXHIBIT B-1

Line Item Budget

BREAKING BARRIERS SYEEP				
Organization:	**Managed Career Solutions**			
I. OPERATING COSTS				
A. WAGES AND FRINGES	**% of FTE Applied**	**Total Salary Applied**	**Total Benefits Applied**	**Total Cost to Contract**
Position Title				
Program Director	10%	$24,711.00	$5,189.31	$ 29,900
Program Manager	15%	$13,750.00	$2,887.50	$ 16,638
Program Manager	15%	$13,750.00	$2,887.50	$ 16,638
Case Manager	60%	$35,000.00	$7,350.00	$ 42,350
Case Manager Assistant	80%	$29,166.00	$6,124.86	$ 35,291
				$ -
Subtotal Wages & Fringes				$ 140,816
B. OTHER OPERATING				
Misc. (License, Tax, Other Fees)				$ 5,000
Postage				
Publications				
Staff Development				$ 2,000
Staff Travel				$ 10,000
Supplies (Not Testing)				$ 2,000
Telephone/Communication				$ 8,000
Utilities				
Other Office Expenses				$ 5,000
Consultant: Consultant Empowerment Speaker				$ 6,500
Consultant: Empowerment Website Designer				$ 20,000
Subtotal Other Operating				$ 58,500
Subtotal Operating				$ 199,316
C. DIRECT JOB SEEKER COSTS				
Training Costs				
Paid Work Experience				$ 365,723
Vocational/Occupational Training				$ 40,500
Supportive Services				**$ 9,501**
Subtotal Direct Job Seeker Costs				$ 415,724
D. INDIRECT COSTS				$ 35,205
E. PROFIT				$ -
TOTAL BUDGET				$ 650,244

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Line Item Budget and Narrative
Breaking Barriers: Summer Youth Empowerment and Employment Program Service Provider

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

I. Operating Costs:

A. WAGES AND FRINGE – wages and benefits of CONTRACTOR staff providing direct program services (as described in Exhibit A of this agreement). Benefits include: Federal Insurance Contributions (FICA), Federal and State unemployment, medical (medical/dental/life insurance), workers' compensation, and pension costs.

Wages: The table below details the wages and benefits, and the percentage of each position allocated to this contract, including full time employee (FTE).

Proposed Staff Title	Proposed FTE	Total Salary + Benefits Applied
Program Director	10%	$29,900
Program Manager	15%	$16,638
Program Manager	15%	$16,638
Case Manager	60%	$42,350
Case Manager	80%	$35,291

Fringe Benefits: The following fringe benefits and taxes shall be budgeted on total cost. The cost of fringe benefits represents 22% of gross salary costs, details as follow:

i. U.S. Federal Payroll Tax (FICA) 7.65%
ii. State Unemployment Insurance (SUI) 1.35%
iii. Health Insurance 10%
iv. Workers Comp 2%
v. 401 Employer Share 1%

B. OTHER OPERATING EXPENSES

The following costs represent program operations expenses.

i. Misc. (License, Tax, Other Fees)
Costs associated with the operation of the program, such as fees to rent venue for events. Miscellaneous costs are subject to review and approval by COUNTY.

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ii. Staff Travel:

a. Reimbursement of staff travel and parking for official business travel to/from: PWEX worksites, community satellite offices throughout North and South County. MCS will reimburse staff official trip mileage @ approved federal rate for mileage reimbursement. Estimated budget is based on the historical cost of similar MCS programs and projections of actual mileage.
Out-of-State Travel: Prior approval from COUNTY is required for out-of-state travel.
Mileage: Travel mileage is allowable for the staff who needs to travel throughout the region to meet with participants, partners, and businesses. Mileage reimbursement must be at the approved federal rate for mileage reimbursement. Mileage rates are subject to change for each calendar year.

iii. Supplies (Not Testing):
Includes consumable office supplies such as paper, pends, and toner/ink for printers.

iv. Telephone/Communications: Communication Internet access in community satellite offices or mobile hotspots for staff and staff desk phone lines or cell phones. This is based on the current rates with Cox and Comcast for North and South County. Communications Subscriptions also included, specifically Zoom and Google Suite for Business and use of CareerHub (an SMS text communication platform designed for workforce development professionals).

v. Other Office Expenses: Digital subscriptions/accounts for staff including Canva, Adobe Pro and DocuSign. Postage and mailing expenses.

vi. Consultant, Empowerment Speaker:
Speaker fees for Empowerment Week, in person training and motivational speaker for youth participants.

vii. Consultant, Website Designer:
Development, implementation and launch of a public facing website for employers to learn about WIOA services, read about outcomes and success stories and sign up to serve as youth worksites for PWEX opportunities among other resources. The website will also have a participant facing option for youth program registration.

C. DIRECT JOB SEEKER

i. Paid Work Experience
PWEX allocated to provide up to participants with Work Experience. Pursuant to WIOA section 181 (a)(1)(A) individuals participating in a Work Experience opportunity must be compensated at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills. For individuals with skill sets that do not meet the standard occupational classification qualifications for the position, the wage can be set below the prevailing wage standards but participants shall earn no less than the California's minimum wage.

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ii. Vocational/Occupational Training Funds:
Cost for direct jobseeker training including, but not limited to Occupational Skills Training: Organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate, or advanced level.

iii. Supportive Services:
For assistance with services necessary to enable a WIOA program customer to participate in activities authorized under WIOA.

D. INDIRECT COST

Indirect costs represent the expenses of doing business that are not readily identified with a particular grant, contract, project function or activity, but are necessary for the general operation of the organization and the conduct of activities it performs. CONTRACTOR has an approved Indirect Cost Rate with a cognizant agency and may charge 22.7% of the total operations budget to this agreement for a total amount no to exceed $35,204.52.

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EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than $1,000,000 per occurrence and $2,000,000 in the aggregate.
2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation**: Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. ***(Not required if CONTRACTOR provides written verification that it has no employees)***
4. **Professional Liability:** (Errors and Omissions) Insurance appropriates to the CONTRACTOR'S profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

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10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
    i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
    ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
    iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

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

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

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

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EXHIBIT D

GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS
WORKFORCE INNOVATION AND OPPORTUNITY ACT

The following applies to all programs and/or projects funded under WIOA conducted by CONTRACTOR.

1. COMPLIANCE

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

A. The provisions of the WIOA of 2014; the Office of Management and Budget (OMB) Uniform Administrative Requirements, Allowable Costs, Cost Principles, and Audit Requirements for Federal Awards, Final Rule at 2 Code of Federal Regulations (CFR), Chapter I and Chapter II, Part 200, et al (hereafter referred to as Uniform Guidance 2 CFR Part 200); and the Department of Labor's (DOL) exceptions at 2 CFR Chapter II, Part 2900, et al. (hereafter referred to as DOL Exceptions 2 CFR Part 2900); and all regulations, legislation, directives, policies, procedures and amendments issued pursuant thereto.

B. All State legislation and regulations to the extent permitted by Federal law and all policies, directives and/or procedures, which implement the WIOA.

C. The provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to DOL job training programs.

D. CONTRACTOR will ensure diligence in managing programs under this Agreement, including performing appropriate monitoring of its activities and taking prompt corrective action against known violations of the WIOA. CONTRACTOR agrees to conform to the provisions of the WIOA and the contract requirements as referenced in Uniform Guidance 2 CFR Part 200, Appendix II and DOL Exceptions 2 CFR Part 2900, Appendix II to Part 200.

2. CERTIFICATIONS / ASSURANCES

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

A. **Corporate Registration:** CONTRACTOR, if it is a corporation, certifies it is registered with the Secretary of State of California.

B. **American's Disabilities Act (ADA):** CONTRACTOR agrees to comply with the ADA of 1990, which, prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C.12101 et seq.)

C. **False Claims Act:** CONTRACTOR, by signing this Agreement, agrees to assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets. CONTRACTOR shall assure that all annual, final fiscal reports, monthly claims, invoices, and vouchers, it submits for the purpose of requesting payment will include a certification, signed by an official who is authorized to legally bind CONTRACTOR, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms

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

D. **Authority to Bind CONTRACTOR:** CONTRACTOR shall furnish the WDB in writing, a list of persons authorized to execute on behalf of CONTRACTOR: Agreements, modifications to Agreements, invoices or other documents as may be required by the WDB.

E. **Sectarian Activities:** CONTRACTOR certifies that this Agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.

F. **National Labor Relations Board:** CONTRACTOR (if not a public entity), by signing this Agreement, does swear under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal court has been issued against CONTRACTOR within the immediately preceding two-year period because of the CONTRACTOR's failure to comply with an order of a Federal court, which orders CONTRACTOR to comply with an order of the National Labor Relations Board (PCC10296).

G. **Prior Findings:** CONTRACTOR by signing this Agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous Agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of the final finding and determination, including repayment of debts.

H. **Drug-Free Workplace Certification:** By signing this Agreement, CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

2. Establish a Drug-Free Awareness Program to inform employees about:
   i. The dangers of drug abuse in the workplace;
   ii. The person's or organization's policy of maintaining a drug-free workplace;
   iii. Any available counseling, rehabilitation and employee assistance programs; and
   iv. Penalties that may be imposed upon employees for drug abuse violations.

3. Every CONTRACTOR employee who works on this Agreement will:
   i. Receive a copy of CONTRACTOR's drug-free policy statement; and
   ii. Agree to abide by the terms of the CONTRACTOR's drug-free policy statement as a condition of employment on the Agreement.

I. **Child Support Compliance Act:** In accordance with the Child Support Compliance Act, CONTRACTOR recognizes and acknowledges: The importance of child and family support obligations and shall fully

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

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

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

2. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Agreement. Nor shall CONTRACTOR have, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State or local), with commission of any of the offenses enumerated in Section 2 of this Debarment and Suspension Certification.

4. Have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default. Where CONTRACTOR is unable to certify to any of the statements in this Debarment and Suspension Certification, it shall attach an explanation to this Agreement.

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

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

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2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. CONTRACTOR shall require that the language of the lobbying restrictions be included in the award documents for Agreement transactions over $100,000 (per OMB) at all tiers (including AGREEMENTs, contracts, and subcontracts, under grants, loan, or cooperative Agreements), and that all sub-recipients shall certify and disclose accordingly.

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

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

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

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

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

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

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

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

ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;

iii. CONTRACTOR will take affirmative action to assure that no individual will be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration or in connection with any services or activities authorized under the WIOA in violation of any applicable nondiscrimination law, including laws prohibiting discrimination on the basis of race; color; religion; sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity); national origin (including LEP); age; disability; political affiliation or belief; or against any beneficiary of, applicant to, or participant in, programs financially assisted under Title I of the WIOA, on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity. All complaints alleging discrimination must be files and processed according to the procedure in the applicable DOL nondiscrimination regulations. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

iv. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

1. CONTRACTOR also assures that it will comply with Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, and all other regulations implementing the laws listed above. This assurance applies to CONTRACTOR's operation of the WIOA financially assisted program or activity, and to all Agreements that CONTRACTOR makes to carry out the WIOA financially assisted program or activity. CONTRACTOR understands that the United States has the right to seek judicial enforcement of this assurance.

2. CONTRACTOR shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

3. CONTRACTOR will take affirmative action to assure that no individual will be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration or in connection with any services or activities authorized under the WIOA in violation of any applicable nondiscrimination law, including laws prohibiting discrimination on the basis of age, race, sec, color, religion, national origin, disability, political affiliation or belief. All complaints alleging discrimination must be files and processed according to the procedure in the applicable DOL nondiscrimination regulations.

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4. CONTRACTOR will assure that discriminatory job orders will not be accepted, except where the stated requirement is a bona fide occupational qualification (BFOQ). See, generally, 42 U.S.C. 2000(e)–2(e), 29 CFR parts 1604, 1606, 1625. (3)

5. CONTRACTOR will assure that employment testing programs will comply with 41 CFR part 60–3 and 29 CFR part 32 and 29 CFR 1627.3(b)(iv).

6. CONTRACTOR agrees to conform to non-discrimination and equal opportunity requirements and procedures, including the WDB's grievance and complaint procedures in compliance with the WIOA, the Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, Federal regulations and State statues, regulations and policy.

7. CONTRACTOR will be governed by WIOA procedures relating to complaints alleging violations of the WIOA, regulations, other Agreements under the WIOA including terms and conditions of employment.

8. CONTRACTOR will comply with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL".

9. CONTRACTOR shall ensure equal employment opportunity based on objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, performance evaluation, and employee management relations.

P. **Salary and Bonus Limitations:** To the extent applicable, in compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006, including funds expended pursuant to this Agreement, shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply contractors providing goods and services as defined in Uniform Guidance 2 CFR Part 200 and the DOL Exceptions 2 CFR Part 2900. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the States, the compensation levels for programs involved including DOL Employment and Training Administration programs. See Training and Employment Guidance Letter #05-06 for further clarification at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262.

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

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

R. **Contamination and Pollution Including, But Not Limited to, Air or Water Pollution Violation:** Under State

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laws, CONTRACTOR shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to any cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of Federal law relating to air or water pollution. CONTRACTOR, solely at its own cost and expense, will provide clean-up of any premises, property or natural resources contaminated or polluted due to CONTRACTOR'S activities. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities of the CONTRACTOR will be borne entirely by the CONTRACTOR.

S. **Clean Air and Water Acts** For all Agreements between COUNTY and CONTRACTOR in excess of $150,000, CONTRACTOR shall comply with Section 306 of the Clean Air Act (42 USC § 7606), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and United States Environmental Protection Agency regulations (Title 2 of CFR).

T. **Solid Waste Disposal Act.** For all Agreements between COUNTY and CONTRACTOR in which an item or items in excess of $10,000 are procured, CONTRACTOR shall comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962) and 40 CFR part 247.

U. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** CONTRACTOR shall comply with Section 2 CFR Part 200.216. CONTRACTOR shall be prohibited from obligating or expending loan or grant funds to: procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

V. **Domestic Preferences for Procurements.** CONTRACTOR shall comply with Section 2 CFR Part 200.322. CONTRACTOR should, as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes here, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) PROGRAMS

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

A. Compliance

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

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

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2. The items and conditions of the Agreement between the State and COUNTY for WIOA funds for the applicable fiscal year in which WIOA funds are provided by COUNTY to CONTRACTOR, and all applicable Federal, State, COUNTY and WIOA Regulations, COUNTY Agreement Directives and Policies.

3. CONTRACTOR represents and warrants that it is familiar with all laws, regulations, COUNTY rules and COUNTY policies and procedures affecting its requirements under the performance of the Agreement. Measured performance below goals and standards and/or non-compliance with applicable rules and regulations will constitute non-compliance with the terms of the Agreement.

B. Charging of Costs

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

C. Allowable Costs

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

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

D. Maintenance of Effort/Union Concurrence

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

E. Prevailing Wage

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

F. Minimum Wage

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Individuals employed in activities authorized under WIOA will be paid wages which will not be less than the highest of (a) the minimum wage under Section 6(a)(1) of the Fair Labor Standards Act of 1938 (b) the minimum wage under the applicable State or local minimum wage law, (c) the prevailing rates of pay for individuals employed in similar occupations by the same employer, or (d) minimum wage as determined by the COUNTY Demand Occupation List. (WIOA Reg. 667.272)

G. Benefits and Working Conditions

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

H. Additional Nondiscrimination and Equal Opportunity Provisions

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

I. Definitions

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

J. Tracking Costs by WIOA Cost Category

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

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

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K. Financial Aid

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

L. Reporting Fraud or Abuse

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

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

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

1. Health and safety standards established under state and federal law, otherwise applicable to the working conditions of employees, will be equally applicable to working conditions of participants. With respect to any participant in a program conducted under WIOA who is engaged in activities which are not covered by health and safety standards under the Occupational Safety and Health Act of 1970 as amended, the Secretary will prescribe, by regulation, such standards as may be necessary to protect the health and safety of such participants. CONTRACTOR hereby assures and certifies compliance with all provisions of the California Labor Code and the Fair Labor Standards Act as amended by the Occupational Safety and Health Act of 1970, as amended. (WIOA Reg. 667.274)

2. Where participants are engaged in activities not covered under the Occupational Safety and Health Act of 1970 as amended, CONTRACTOR will ensure that participants are not permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety. Participants employed or trained for occupations that are inherently dangerous (e.g., fire or police jobs) will be assigned to work in accordance with reasonable safety practices.

N. Training Conditions

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

O. Recovery of WIOA Tuition and Training Refunds

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

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P. Property Management

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

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

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

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

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

Q. Theft or Embezzlement

1. Whoever, being an officer, director, agent, or employee of, or connected in any capacity with any agency or organization receiving financial assistance or any funds under Title I of WIOA knowingly enrolls an ineligible participant, embezzles, willfully misapplies, steals, or obtains by fraud any of the monies, funds, assets, or property which are the subject of a financial assistance agreement or Agreement pursuant to such Act shall be fined under this title or imprisoned for not more than two (2) years, or both; but if the amount so embezzled, misapplied, stolen, or obtained by fraud does not exceed $1,000, such person shall be fined under this title or imprisoned not more than one (1) year, or both (18 USC Section 665(a)).

2. Whoever, by threat or procuring dismissal of any person from employment or of refusal to employ or refusal to renew a contract of employment in connection with a financial assistance agreement or contract under Title I of the WIOA induces any person to give up any money or thing of any value to any person (including such organization or agency receiving funds) shall be fined under this title, or imprisoned not more than one (1) year, or both (18 USC Section 655.b).

3. Whoever willfully obstructs or impedes or willfully endeavors to obstruct or impede, an investigation or inquiry under the WIOA, or the regulation thereunder, shall be punished by a fine under this title,

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or by imprisonment for not more than one year, or by both such fine and imprisonment. (18 USC Section 665.c)

R. Duplicate Funding

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

S. Relocation Act

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

T. Selective Service Act

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

U. Employment Generating Activities Prohibited

1. No funds available under WIOA shall be used for employment generating activities, economic development activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resource centers, or similar activities.

2. No funds available under WIOA shall be used for foreign travel for employment generating activities, economic development activities, or similar activities. (WIOA Reg. 667.264(b))

V. Rights

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

Retained Rights/License Rights

1. Except for intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and state and which result directly or indirectly from this Agreement, CONTRACTOR shall retain title to all of its Intellectual Property to the extent such Intellectual property is in existence prior to the effective date of this agreement. CONTRACTOR hereby grants to COUNTY and state, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of

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CONTRACTOR 'S Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless CONTRACTOR assigns all rights, title and interest in the Intellectual Property as set forth herein.

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

3. All rights, title, and interests in such work shall be assigned to the State of California.

4. Sub grantee agrees that any and all services rendered and proposals, plans, specifications, designs, drawings, sketches, resource materials, curricula, training materials, renderings, models, reports, or other documents, materials, inventions, processes, and/or trademarks or servicemarks first created, first developed or first produced pursuant to this Agreement ("Work Product") whether by Sub grantee, or any employees or subcontractors to Subgrantee or its Partner Institutions, shall be assigned to the CWDB/State of California.

W. Employment of Mechanics and/or Laborers

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

X. Federal Award Identification Information (Applicable to Subaward)

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SUBRECIPIENT AGREEMENT REQUIREMENTS

If the entity is determined to be a Subrecipient, the following Federal Award Identification information **must be** included in the Subrecipient Agreement. §200.331(a) states *All pass-through entities must ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the federal award and subaward.*

Please complete the following table and checklist on next page. Include this table in the agreement.

Federal Award Identification Information (Applicable to Subaward)		
i. Subrecipient Name (which must match the registered name in DUNS)		Managed Career Solutions, SPC
ii. Subrecipient DUNS number		787264878
iii. Federal Award Identification Number (FAIN)		00006919
iv. Federal Award Date		01/01/23
v. Subaward Period of Performance	Start Date	01/01/23
	End Date	04/30/24
vi. Amount of Federal Funds Obligated by this action		$ 747,744.00
vii. Total Amt of Federal Funds Obligated to subrecipient		$ 650,244.00
viii. Total Amount of the Federal Award		$ 747,744.00
ix. Federal award project description*		The goal of the Breaking Barriers to Employment Initiative, aims to ensure that individuals from target
x. Name of Federal awarding agency,		CWDB
Pass through entity,		FCCC
And contact information for awarding official		
xi. CFDA	Number	
	Name	
xii. Is the award research and development?		No
xiii. Indirect cost rate for the Federal award (including if the de minimus rate is charged per §200.414 Indirect (F&A) costs.		22.33

*as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)

Copy Table

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Attachment 1
Breaking Barriers SYEEP MCS
Monthly Invoice Template

BREAKING BARRIERS SYEEP -MCS

County:
Invoice Number: Contract Number:
Invoice Date: Contract Term:
Invoice Period:

		This Invoice	Total YTD
A. Wages and Fringes			
Full Name	Position Title		
	Program Director		-
	Program Manager		-
	Program Manager		-
	Case Manager		-
	0		-
	Subtotal Wages & Fringes	-	-
B. OTHER OPERATING			
	Other Office Expenses		-
	Consultant: Consultant Empowerment Speaker		-
	Consultant: Empowerment Website Designer		-
	0		
	0		
	Subtotal Other Operating	-	-
C. DIRECT JOB SEEKER COST			
	Transitional Jobs		-
	0		-
	Occupational Skills Training		-
	Supportive Services		
	Subtotal Direct Job Seeker	-	-
D. INDIRECT COST			
			-
Total Invoice		-	-

Goodwill of hereby attest that, to the best of our knowledge, we have fully complied with the terms and conditions in said contract plus appropriate federal and state regulations, the expenditures submitted herein comply with 2 CFR Subpart 230 "Cost Principles for Non-Profit Organizations", we have documentation showing proper approval to expend and, when applicable, we have obtained valid program participant acknowledgement of goods/services received.

DSS USE ONLY

- Date invoice received
- Proper documentation attached
- Invoice line items tie to docs attached
- Costs are allowable per WIOA, Uniform Guidance, and Contracts

Prepared by Date

Adjustments to invoice:

Authorized by Date

Please Remit to:

Questions? Please contact:

Adjusted Total - if applicable
$OK TO PAY

Legend

	Enter Data
	Lock Cell
	Formula Cell
	YTD Formula Cell
	Subtotal
	Total

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Attachment 2
Key Terms and Definitions

This Attachment contains definitions to terms used in the Agreement.

1. **Basic Skills Deficient**:
   i. Lacks a high school diploma or high school equivalency and is not enrolled in post-secondary education.
   ii. Enrolled in Adult Education/Literacy Program.
   iii. English, reading, writing, or computing skills at an 8.9 or below grade level.
   iv. Determined to be LEP through staff-documented observations.
   v. Other objective criteria determined to be appropriate by the COUNTY and documented in its required policy.

2. **CalJOBS**: The CalJOBS SM system is California's online resource to help participants and employers navigate the State's workforce services.

3. **Career Services**: There are three types of Career Services: Basic Career Services, Individualized Career Services, and Follow-up Services.

   A. Basic Career Services: Basic Career Services must be made available to all individuals seeking employment and Training Services in at least one comprehensive American Job Center of California per local area. These services may be provided by both the Adult and Dislocated Worker programs, as well as by the employment service. Basic Career Services must be made available to participants and, at a minimum, must include the following services:
      i. Determinations of whether the customer is eligible to receive assistance from the adult, dislocated worker, or youth programs.
      ii. Outreach, intake, and orientation to information and other services available through the local workforce system.
      iii. Initial assessment of skills levels, including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and support service needs.
      iv. Labor exchange services which shall include:
         1. Job search service, which includes assistance identifying employment opportunities), placement assistance, and when needed, career counseling, which includes the provision of information on nontraditional employment and in-demand industry sectors and occupations;
         2. Appropriate recruitment and other business services on behalf of employers, including information and referrals to specialized business services not traditionally offered through the local workforce system;
      v. Provide referrals to and coordination of activities with other programs and services, including programs and services within the local workforce system and, when appropriate, other workforce development programs.
      vi. Provide workforce and labor market employment statistics information, including information relating to local, regional, and national labor market areas.

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vii. Provide performance information and program cost information on eligible providers of training services by program and provider type.

viii. Provide information, in usable and understandable formats and languages, relating to the availability of support services or assistance, and appropriate referrals to those services and assistance.

B. Individualized Career Services: Individualized Career Services must be made available if determined to be appropriate in order for an individual to obtain or retain employment. Individualized Career Services include the following:

i. Comprehensive and specialized assessments of the skills levels and service needs of Adults and Dislocated Workers. WIOA contains a clause that allows the use of Previous Assessments from another education or training program. The Previous Assessments must be determined to be appropriate by COUNTY and must have been completed within the previous six months.

ii. Development of an individual employment plan to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve his or her employment goals, including the list of, and information regarding eligible training providers.

iii. Group career counseling: Group counseling provides an opportunity to share experiences, learn perspectives, and experience with new behaviors in a supportive environment.

iv. Individual career counseling: A short term resource designed to assist job seekers in obtaining or retaining employment. A confidential face-to-face service designed to provide the job seeker with an attentive listener who will offer suggestions to improve employment prospects and assist in the development of solutions to better manage work-related issues. Work-related issues may include stress, balancing work and home life, bullying, difficult colleagues, family difficulties, and substance misuse that can directly impact individual workplace performance. Individual workplace counseling is designed to work with the individual to obtain positive and secure employment, or to provide guidance on how to retain employment by developing strategies to reduce absence, improve interpersonal communication, increase self-awareness, increase the feeling of being valued and supported, reinforce appropriate skill use, identify competencies and how to capitalize on individual capabilities, improve employee performance, increase productivity, and manage behavioral problems.

v. Career planning: The provision of a client-centered approach in the delivery of services, designed to prepare and coordinate comprehensive employment plans, such as services strategies, for participants to ensure access to necessary workforce development activities and supportive services, using, where feasible, computer-based technologies; and to provide job, education, and career counseling, as appropriate during program participation and after job placement.

vi. Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct services to prepare individuals for unsubsidized employment or training.

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vii. Job readiness training which teach skills needed to be successful in the workplace. Training should provide participants with specific occupational competencies needed to perform specific work tasks on the job. For example, job readiness training courses could teach participants skills such as how to communicate in an office environment, how to function as part of a team, or how to work in a deadline driven workplace. In each of these instances, the focus of the training would be on competencies needed to succeed during the workday while on the job (rather than the skills needed to find and apply for a job).

viii. Work Experience: a planned, structured learning experience that takes place in a workplace (may be arranged within the private for-profit sector, the nonprofit sector, or the public sector) for a limited period of time.

ix. Workforce preparation activities: Activities that helps an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education, or training, or employment.

x. Financial literacy services as defined in WIOA Section 129(b)(2)(D).

xi. English language acquisition Services: Services designed to help individuals who are English language learners achieve competence in reading, writing, speaking, and comprehension of the English language that leads to the attainment of a secondary school diploma or its recognized equivalent, and allows the participant to transition to postsecondary education, training or employment.

C. Follow-up Services: Contact with participants after exit from program to improve individual outcomes and program performance. Participants shall be contacted at least three times per quarter for 12 months after exit from program.

4. **Community Access Points:** Locations in underserved parts of the community, as designated by COUNTY, where Career Services and other resource are provided to target population.

5. **Employer of Record:** FCCC will act as the employer for work-based learning Training Services. Examples of responsibilities include:

i. On-Boarding Assistance
   i. Serve as single point of contact for new hire paperwork.
   ii. Provide streamlined and electronic tools/systems for recruitment/hiring (employment forms, orientation presentation, etc.).
   iii. Maintain personnel records.

ii. Employee Relation Issues
   i. Respond to all day-to-day employee relations issues and customer/supervisor inquiries regarding policies and procedures.
   ii. Provide coaching, guidance, and legal assistance with employee relations issues.
   iii. Initiate communication with customer to address and resolve issues.

iii. Payroll Services

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i. Responsible for maintaining human resource information system and records, and processing new hires, salary increases, promotions, transfers and terminations for the Project.
ii. Generate and provide reports on the number of hours worked by participants.
iii. Provide training/guidance on payroll system to participants and worksite supervisors.
iv. Tax documentation and information.
v. Reporting and tracking under the Affordable Care Act (ACA).
vi. Timely and accurate payment of all taxes to respective agencies.
vii. Issuance of all payroll checks.

iv. Leave Management
i. Serve as single point of contact for administrative and medical leaves of absence.
ii. Generate paperwork, track time out of the office, and facilitate/manage communication between the customer and supervisor.
iii. Serve as the liaison between individual and EDD for State Disability Insurance (SDI) and Paid Family Leave (PFL) insurance/payments.

v. Workers Compensation Claims
i. Serve as single point of contact for workers' compensation claims.
ii. Generate paperwork, track time out of the office, and facilitate communication between the individual and supervisor.
iii. Serve as the liaison between individual and insurance carrier for workers' compensation insurance/payments.

vi. Unemployment
i. Serve as single point of contact for unemployment claims.
ii. Generate paperwork.
iii. Serve as the liaison between individual and EDD for unemployment payments.

6. **Follow-up Services**: Follow Up services must be made available to all WIOA Title I participants. Follow-up Services help participants, who exited the WIOA program, complete training and/or maintain employment. Follow-up service may include:
i. Providing referral to other community resources, as needed.
ii. Help securing better paying jobs.
iii. Help finding educational opportunities.
iv. Assistance with Work-Related Problems.

7. **Intake Process**: Process for determining if a customer is eligible for program. Includes program orientation, initial interviews, distribution of application, and eligibility determination.

8. **Individual Employment Plan (IEP):** a tool for engaging participants in Individualized Career Services and case management. An IEP should reflect the unique goals and needs of an individual customer. The IEP is an Individualized Career Service that is developed jointly by the customer and staff when determined appropriate. The plan is an ongoing strategy to identify employment goals, achievement objectives, and an appropriate combination of services for the customer to achieve the employment goals.

9. **Individual Training Accounts (ITA):** comprise the majority of training services provided for Adults, Youth, and Dislocated Workers. The ITAs are individual training accounts awarded to WIOA eligible individuals which provide educational and Occupational Skills Training services, with maximum funding limits set by

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the Local Workforce Development Boards.

10. **Low-Income Individual**: An individual who:
    i. Receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received, assistance through the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008 (7 US.C. 2011 et seq.), the program of block grants to States for TANF program under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), or the supplemental security income program established under title XVI of the Social Security Act (42 U.S.C. 1381 et seq.), or State or local income-based public assistance;
    ii. Is in a family with total family income that does not exceed the higher of:
        i. the poverty line; or
        ii. 70 percent of the lower living standard income level;
    iii. is a homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6)), or a homeless child or youth (as defined under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2));
    iv. Receives, or is eligible to receive a free or reduced price lunch under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.);
    v. Is a foster child on behalf of whom State or local government payments are made; or
    vi. Is an individual with a disability whose own income meets the low-income requirement, but who is a member of a family whose income does not meet this requirement.

11. **Occupational Skills Training**: Organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate, or advanced levels.

    Occupational Skills Training shall:
    A. Be outcome-oriented and focused on an occupational goal specified in the individual service strategy;
    B. Be of sufficient duration to impart the skills needed to meet the occupational goal; and
    C. Lead to the attainment of a recognized postsecondary credential.

12. **On-the-job Training (OJT)**: Training by an employer that is provided to a paid customer while engaged in productive work in a job that:

    i. Provides knowledge or skills essential to the full and adequate performance of the occupation;
    ii. Provides reimbursement to the employer for the costs of providing the training and additional supervision related to the training; and
    iii. Is limited in duration.

13. **Performance Measures**:

    A. **Employment, Education, or Training**: The percentage of participants who are in education or training activities, or in unsubsidized employment, at program exit.

    B. **Credential or Certificate Attainment**: The percentage of program participants who obtain a recognized postsecondary credential or a secondary school diploma or its recognized equivalent during participation in or within one year after exit from the program.

C. **In Program Skills Gain:** The percentage of program participants who, during the program are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains toward such a credential or employment.

14. **Previous Assessments**: WIOA allows the use of assessments previously conducted from another education or training program for determining appropriate career and Training Services for participants.

15. **Priority Groups**: Veterans and spouses who are recipients of public assistance, other Low-Income Individuals, or individuals who are basic skills deficient.

16. **Santa Barbara County Regions (North/South)**:
The chart below illustrates the cities within each part of the region within Santa Barbara County. For the purpose of the Agreement, the COUNTY is divided into North and South.

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

17. **Service Delivery Model**: Outlines the service to be provided under the model, as well as the infrastructure and the management model needed to operate and maintain the infrastructure in order to provide the service.

18. **Supportive Services:** Services necessary to enable a WIOA program customer to participate in activities authorized under WIOA. Examples include:

i. Child care and dependent care for dependents of customer;
ii. Clothing adequate to allow customer to wear appropriate work attire while participating in WIOA activities and during job interviews;
iii. Housing assistance, including assistance paying for rent;
iv. Transportation for commuting to and from WIOA activities such as public transportation fare, carpool arrangement or gas for personal auto;
v. Department of Motor Vehicle's fees for Driver License or California ID required for employment or education related activities.
vi. Other, including, but not limited to: uniforms or work-related tools, eye glasses and protective eye gear which may be needed for participating in WIOA activities and/or employment, materials for individuals with disabilities, meals, and needs related payments.

19. **The Nondiscrimination and Equal Opportunity**: provisions found in Section 188 of WIOA and 29 CFR Part 38 prohibit discrimination on the basis of race; color; religion; sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity); national origin (including LEP); age; disability; political affiliation or belief; or, for beneficiaries, applicants, and participants only, on the basis of citizenship status or participation in a WIOA Title I-financially assisted program or activity.

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20. **Training Funds:** Cost for direct jobseeker training including, but not limited to: OJT, Transitional Jobs, Individual Training Accounts, and Supportive Services (based on local policy). Funds allocated to place participants in training services and listed in Exhibit B-1, C – Direct Job Seekers Costs, Training funds.

21. **Training Services: As Defined in EDD Workforce Services Directive (18-10).**
    Training Services shall include the following:
    i. Occupational Skills Training.
    ii. On The Job Training.
    iii. Incumbent Worker Training: See definition Attachment 2, section 13.
    iv. Programs that combine workplace training with related instruction, which may include Cooperative Education that allows a customer to take their classroom knowledge and apply it to an on-site job.
    v. Training programs (classroom or on-the-job training) provided by the private sector.
    vi. Skill upgrading and retraining for participants already employed with a business needed to increase knowledge on a specific function.
    vii. Entrepreneurial Training: a series of training or workshops that provide the basics of starting and operating a small business.
    viii. Transitional jobs: Transitional Jobs are a type of work-experience local WDBs may provide under WIOA and are considered an Individualized Career Service. Transitional Jobs are time-limited and wage-paid work experiences that are subsidized up to 100 percent. These jobs are in the public, private, or nonprofit sectors and are only available for individuals with barriers to employment who are chronically unemployed or have an inconsistent work history. This service must be combined with Career and Supportive Services, and the jobs must be designed to establish a work history for the customer, demonstrate success in the workplace, and develop skills that lead to entry into unsubsidized employment.
    ix. Job readiness training provided in combination with any of the services listed above. Training a customer receives in order to prepare them to seek, obtain, and retain employment. Training and/or instruction shall include the following:
        1. Preparing a resume or job application
        2. Preparing a cover and thank you letters
        3. Work-focused career exploration
        4. Training in interviewing skills
        5. Training in effective job seeking
        6. Instruction in workplace expectations
            a. Behavior on the job
            b. Getting along with co-workers/boss
            c. Being reliable and on-time
            d. Filling out paperwork (for example, completing time sheets)
        7. Instruction on appropriate work attire
    x. Adult education and literacy activities provided concurrently or in combination with any of the services listed above in section 21, i through vii. Adult education and literacy activities assists Adults with developing the basic skills they need for employment such as English language proficiency (reading and writing), math, and basic problem-solving skills. Training shall also be provided to assist Adults with obtaining a high school diploma or a general education diploma (GED).
    xi. Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

22. **Training:** Must meet the definition of a training service as provided in 20 CFR Section 680.420. A program of training services in one or more courses or classes, or a structured regimen that provides the training services and shall lead to one of the following:

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i. An industry-recognized certificate or certification, a certificate of completion of a registered apprenticeship, a license recognized by the state or the federal government, an associate or baccalaureate degree.
ii. A secondary school diploma or its equivalent.
iii. Employment.
iv. Measurable skill gains toward a credential or employment.

23. **Work Experience:** Work Experience, both paid and unpaid, are planned, structured learning experiences that take place in the workplace for a limited period of time, which may include: summer employment opportunities, pre-apprenticeship programs, internships, job shadowing, on the job training opportunities.