

CONTRACT #2425.23

This Contract is entered into this 1<sup>st</sup> day of July, 2024, by, and between, the County of Ventura, a political subdivision of the State of California, hereinafter called "County" and Career Team, LLC, (a limited liability company), hereinafter called "Contractor."

WITNESSETH

WHEREAS, Contractor represents it is specially trained, experienced, expert and competent to perform the special services hereinafter described, and it is necessary and desirable that County engage Contractor to do so;

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

Contractor shall perform the services and tasks described in Exhibit A hereto and all services and tasks reasonably necessary for the completion of the same (the "Work"). Contractor shall perform, and ensure all subcontractors perform, the Work in a safe, professional, skillful, and workmanlike manner.

2. **PAYMENTS**

In consideration of the services rendered in accordance with all terms, conditions and specifications of this Contract, County will make payment to Contractor in the manner specified in Exhibit B.

3. **INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this Contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this Contract, whether said person be member, partner, officer, employee, subcontractor, or otherwise, will have any claim under this Contract or otherwise against County for any salary, sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, federal, state or local taxes, or other compensation, benefits or taxes of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this Contract, County will have no control over the means or methods by which Contractor will perform services under this Contract.

If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this Contract.

The Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

Contractor agrees to defend, through attorneys approved by County, indemnify and hold harmless Indemnitee (as defined elsewhere herein) from and against all Third-Party Claims (defined elsewhere herein) made against indemnitee based upon any contention by any third party that an employer-employee relationship exists by reason of this contract. Contractor further agrees to hold Indemnitee harmless from and to compensate Indemnitee for any Third-Party Claims against Indemnitee for payment of state or federal income or other tax obligations relating to Contractor's compensation under the terms of this contract. Contractor will not settle or otherwise compromise a Third-Party Claim covered by this paragraph without County's advance written approval. This subsection does not apply to any penalty imposed by any governmental agency that is not caused by or the fault of Contractor.

4. **NON-ASSIGNABILITY**

Contractor will not assign this Contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract.

5. **TERM**

This Contract will be in effect from July 1, 2024, through June 30, 2025, subject to all the terms and conditions set forth herein.

This Contract may, upon mutual agreement, be extended for up to two (2) additional one (1) year periods.

Time is of the essence in the performance of this contract.

Continuation of the Contract is subject to the appropriation of funds for such purpose by the County's Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this project as thereby affected and Contractor will relieve County of any further obligation therefor.

6. **TERMINATION**

The County may terminate this Contract at any time for any reason by providing 10 days' written notice to Contractor. In the event of termination under this paragraph, Contractor will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this Contract. On completion or termination of this Contract, County will be entitled to immediate possession of, and Contractor will furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by Contractor for this particular Contract prior to any termination. Contractor may retain copies of said original documents for Contractor's files. Contractor hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy which it may be entitled at law or under this Contract.

7. **DEFAULT**

If Contractor defaults in the performance of any term or condition of this Contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this Contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 6 (Termination) above.

8. **INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION**

All activities and/or work covered by this Contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless the County, including all of its boards, agencies, departments, officers, employees, agents and volunteers (collectively, "Indemnitee"), against any and all claims, lawsuits, judgments, debts, demands and liability (including attorney fees and costs) (collectively, "Third Party Claims"), whether against Contractor, County or others, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except Third Party Claims litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of Indemnitee. Contractor shall not settle or otherwise compromise a Third Party Claim covered by this section without County's prior written approval. Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising directly or indirectly from the activities and/or work covered by this Contract.

9. **INSURANCE PROVISIONS**

A) Contractor, at its sole cost and expense, will obtain and maintain in full force during the term of this Contract the following types of insurance:

- 1) General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, and broad form blanket contractual.
  - 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
  - 3) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
  - 4) Cyber Liability/Security & Privacy insurance in the minimum amount of \$2,000,000 per occurrence and \$4,000,000 annual aggregate.
- B) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be in excess of Contractor's insurance coverage and will not contribute to it.
- C) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) The County, and any applicable Special Districts are to be named as Additional Insured as respects to work done by Contractor under the terms of this Contract for General Liability Insurance.
- E) Contractor agrees to waive all rights of subrogation against the County, its Boards, Agencies, Departments, any applicable Special Districts, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this Contract.
- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County's Human Services Agency Fiscal Contracts Unit and Risk Management Division.
- G) Contractor agrees to provide County with the following insurance documents on or before the effective date of this Contract:
1. Certificates of Insurance for all required coverage.
  2. Additional Insured endorsement for General Liability Insurance.

3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

10. **NON-DISCRIMINATION**

A) General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) Employment.

Contractor will ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Contractor's personnel policies will be made available to County upon request.

11. **SUBSTITUTION**

If particular people are identified in Exhibit A as working under this Contract, the Contractor will not assign others to work in their place without written permission from the County. Any substitution will be with a person of commensurate experience and knowledge.

12. **INVESTIGATION AND RESEARCH**

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Contract is to be based upon such investigation and research, and not upon any representation made by the County or any of its officers, agents or employees, except as provided herein.

13. **CONTRACT MONITORING**

The County will have the right to review the work being performed by the Contractor under this Contract at any time during Contractor's usual working hours. Review, checking, approval or other action by the County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered by the Human Services Agency authorized representative.

14. **ADDENDA**

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this Contract.

15. **CONFLICT OF INTEREST**

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor under this Contract.

16. **CONFIDENTIALITY**

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this Contract which County requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

17. **NOTICES**

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY: County of Ventura  
Human Services Agency – Fiscal Contracts Unit  
855 Partridge Drive  
Ventura, CA 93003

TO CONTRACTOR: Career Team, LLC  
David Shufrin  
250 State Street  
North Haven, CT 06473

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

18. **MERGER CLAUSE**

This Contract supersedes any and all other contracts, either oral or written, between Contractor and the County, with respect to the subject of this Contract. This Contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants and contracts embodied in this Contract. No modification, waiver, amendment or discharge of this Contract shall be valid unless the same is in writing and signed by duly authorized representatives of both parties.

19. **GOVERNING LAW**

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties under this Contract, will be construed pursuant to and in accordance with the laws of the State of California.

20. **SEVERABILITY OF CONTRACT**

If any term of this Contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Contract terms will remain in full force and effect and will not be affected.

21. **CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by the County in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Contract.

22. **COMPLIANCE WITH LAWS**

Each party to this Contract will comply with all applicable laws.

23. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

Each term and each provision of this Contract will be construed to be both a covenant and a condition.

24. **ACCESS TO AND USE OF COUNTY TECHNOLOGY**

As part of this Contract Contractor shall agree with and abide by the provisions set forth in the Ventura County Non-Employee Information Technology Usage Policy, which by this reference is made a part hereof. Any employee, sub-contractor, or agent of the Contractor who will access (which shall include, but is not limited to, the use, maintenance, repair or installation of) County information technology in the course of his, or her, work for the County is required to sign the Ventura County Non-Employee Information Technology Usage Policy before accessing, using, maintaining, repairing or installing any County information

technology system or component. Information technology shall include, but is not limited to, the network, Internet access, electronic mail, voice mail, voice message systems, facsimile devices, or other electronic or telecommunication systems used by the County.

25. **NON-EXCLUSIVITY**

The County reserves the right to contract with providers of similar services and/or equipment other than the Contractor when it is reasonably determined to be in the best interest of the County.

26. **MISCELLANEOUS**

- a. Third Party Beneficiaries. Except for indemnitees under sections 3 and 8 above, this contract does not, and the parties to this contract do not intend to, confer a third-party beneficiary right of action on any third party whatsoever, and nothing set forth in this contract will be construed so as to confer on any third party a right of action under this contract or in any manner whatsoever.
- b. Further Actions. The parties hereto agree that they will execute any and all documents and take any and all other actions as may be reasonably necessary to carry out the terms and conditions of this contract.
- c. Legal Representation. Each party warrants and represents that in executing this contract, the party has relied upon legal advice from attorneys of the party's choice (or had a reasonable opportunity to do so); that the party has read the terms of this contract and had their consequences (including risks, complications and costs) completely explained to the party by the party's attorneys (or had a reasonable opportunity to do so); and that the party fully understands the terms of this contract. Each party further acknowledges and represents that the party has executed this contract freely and voluntarily without the undue influence of any person, and the party has not relied on any inducements, promises or representations made by any person not expressly set forth in this contract.
- d. No Waiver. Failure by a party to insist upon strict performance of each and every term, condition and covenant of this contract shall not be deemed a waiver or relinquishment of the party's rights to enforce any term, condition or covenant.
- e. Partial Invalidity. If any provision of this contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the parties intend, and it shall be so deemed, that the remaining provisions of this contract shall continue in full force without being impaired or invalidated in any way. If such provision is held to be invalid, void or unenforceable due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

- f. Interpretation of Contract. For purposes of interpretation, this contract shall be deemed to have been drafted by both parties, and no ambiguity shall be resolved against any party by virtue of the party's participation in the drafting of the contract. Accordingly, Civil Code section 1654 shall not apply to the interpretation of this contract. Where appropriate in the context of this contract, the use of the singular shall be deemed to include the plural, and the use of the masculine shall be deemed to include the feminine and/or neuter.

27. **LIST OF EXHIBITS**

The Contractor shall comply with the Contract and the Exhibits listed below.

- Exhibit A-Scope of Work
- Exhibit B-Budget
- Exhibit C-Monthly Report
- Exhibit D-Performance-Based Outcomes
- Exhibit E-Non-Employee IT Usage Policy
- Exhibit F-General Contract Conditions

IN WITNESS WHEREOF the parties hereto have executed this Contract.

**COUNTY OF VENTURA**

**CAREER TEAM, LLC\***

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Melissa Livingston  
Printed Name

David Shufrin  
Printed Name

Director, Human Services Agency  
Title

General Counsel  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tax Identification Number

\_\_\_\_\_  
Secretary of State Entity Number

**CAREER TEAM, LLC**

\_\_\_\_\_  
Authorized Signature

Peggy Montalvo  
Printed Name

Chief Financial Officer  
Title

\_\_\_\_\_  
Date

\* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be from either (1) the Chief Executive Officer, (2) the Chairman of the Board, (3) the President, or (4) a Vice President.

The second signature must be from either (a) the Secretary, (b) an Assistant Secretary, (c) the Chief Financial Officer (or Treasurer), or (d) an Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the company for this Contract.

## EXHIBIT A – SCOPE OF WORK

### 3.1 Program Requirements

Contractor will provide basic and individualized career services as defined by Workforce Innovation and Opportunity Act (WIOA) to both job seekers and employers. Services shall prioritize developing career pathway programs for underserved or hard-to-serve individuals that deliver the basic academic and vocational skills needed to attain employment, industry-recognized credentials, and careers in high-demand middle skill occupational clusters. Special emphasis is placed on underserved communities that experience high concentrations of poverty, unemployment, justice involvement and other indicators associated with vulnerable communities. Contractor shall bring workforce services not only within the America's Job Centers of California (AJCC), but also into the communities, particularly those that are underserved. The Contractor will provide multiple access points for outreach and engagement during normal business hours, evenings, and weekends, such as at County of Ventura Human Services Agency locations, libraries, community centers, food banks, shelters, community colleges, etc. In addition to AJCC locations, Contractor will be expected to deliver services in the community where clients and potential clients are located. Finally, Contractor will accommodate and make available virtual services to expand access for the customer base and effectively deliver career services.

Current locations, days, and times where Contractor staff shall provide services include:

#### **Oxnard – America's Job Center of California**

2901 N. Ventura Road, Ste 300, Oxnard, CA 93036  
Monday – Friday – 8:00 am – 5:00 pm

#### **Simi Valley – America's Job Center of California**

2900 N. Madera Road, Ste 100  
Simi Valley, CA 93065  
Monday – Friday – 8:00 am – 5:00 pm

#### **Ventura Community Service Center**

4651 Telephone Road, Ventura, CA 93003  
Monday – 11:00 am – 5:00 pm  
Tuesday – Friday – 8:00 am – 5:00 pm

#### **Ojai Library**

111 E Ojai Ave, Ojai, CA 93023  
Thursday – 2:00 pm – 4:00 pm

#### **Moorpark Community Service Center**

612B Spring Road, Ste 301 Moorpark, CA 93021  
Wednesday – 8:00 am – 5:00 pm

#### **Thousand Oaks Community Service Center**

80E Hillcrest Drive, Ste 200, Thousand Oaks, CA 91360  
Wednesday – 8:00 am – 5:00 pm

**VC Department of Child Support Services**

5171 Verdugo Way, Camarillo, CA 93012

Tuesday – 8:00 am – 5:00 pm

**Santa Clara Valley Community Service Center**

725 E. Main Street, Santa Paula, CA 93060

Tuesday & Thursday – 8:00 am – 5:00 pm

**Fillmore Community Service Center**

828 Ventura Street, Ste 200, Fillmore, CA 93015

Wednesday – 8:00 am – 5:00 pm

**Piru Library**

3811 Center Street Piru, CA 93040

Tuesday – 2:00 pm – 4:00 pm

Any request to change locations, days or times must be communicated in writing to, and be approved by, the Workforce Development Board of Ventura County (WDBVC) prior to a change being made.

**Serving the Target Populations**

It is expected that caseloads will be set at no less than a ratio of 1:75 active customers. This caseload ratio is for those in individualized career services, including training activities, and follow-up services. Follow-up services are less time intensive compared to those services for newly enrolled customers.

1. Both Adult and Dislocated Workers will be served through this program. A WIOA “Adult” is an individual 18 years or older. A WIOA “Dislocated Worker” is an individual who (a) has been terminated or laid off from employment, (b) has received a notice of termination or layoff from employment, (c) was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters, (d) is a displaced homemaker, or (e) is the spouse of a member of the Armed Forces on active duty who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member. Additional guidance regarding WIOA definitions and program eligibility may be found in the U.S. Department of Labor (DOL) Employment and Training Administration (ETA) Training and Employment Guidance Letter (TEGL) No. 19-16 (<https://www.dol.gov/agencies/eta/advisories/training-and-employment-guidance-letter-no-19-16>).
2. The Contractor shall provide services to the following customers, as appropriate and within funding/eligibility guidelines:
  - a. The public seeking workforce services;
  - b. Veterans and their families including those recently separated or separating from military service;

- c. Individuals who reflect the demographics of the Ventura County region, for example, if the region has a high percentage of ethnically diverse individuals;
  - d. Other individuals in need of specialized services including, but not limited to, justice-involved, formerly incarcerated, people with disabilities, individuals with multiple barriers, English Language Learners, and older adults;
  - e. Former WIOA clients in need of continued services including community referrals, employment opportunities, and follow-up.
3. To be eligible to participate in the WIOA program, an individual shall, at the time of eligibility determination, meet the requirements of Adult or Dislocated Worker eligibility as defined in WDBVC Policy 2019-12, "WIOA Title-I Eligibility," and its associated attachments (<https://workforceventuracounty.org/resources/wdb-policies/>).
4. Contractor shall be familiar with the guidance published in California Employment Development Department (EDD) Directive WSD18-03, "Pathway to Services, Referral, and Enrollment", which ensures that the workforce system in California is inclusive of all populations and promotes flexibility in how services are delivered across the state ([https://www.edd.ca.gov/Jobs\\_and\\_Training/pubs/wsd18-03.pdf](https://www.edd.ca.gov/Jobs_and_Training/pubs/wsd18-03.pdf)).
5. Contractor shall use the AJCC Certification requirements as guiding principles for high-quality service delivery and customer satisfaction. This includes:
  - a. Coordinating services with the One-Stop Operator and other required AJCC partners;
  - b. Preparing every enrolled customer for job readiness using the AJCC as an onramp for customer skill development and attainment of industry-recognized credentials for demand occupations and career pathways;
  - c. Providing staffing in the AJCC, at the front desk and reception area, to ensure a welcoming presence for customers; and
  - d. Incorporating into the program design accessibility to all services and reasonable accommodations for individuals with disabilities.
6. Contractor shall use a customer-centered service delivery strategy that leads to a return on investment for the WDBVC.
  - a. Contractor's staff shall be required to have a customer service focus, including a professional appearance and welcoming manner. It is highly recommended that staff obtain a Workforce Development Professional certification.
  - b. Contractor's staff shall attend all mandatory WDBVC trainings for workforce professional development.
  - c. Contractor shall make services available to local constituents by bringing services into the community, using libraries, community centers, churches, and/or other locations during non-standard hours, including evenings and weekends, to serve the unemployed and underemployed. The WDBVC will have input into the service delivery model, and all changes to the service delivery model must be negotiated with and approved by the WDBVC. The Contractor will use technology (at minimum, a laptop and the internet) to

provide services in the community. In addition, the contractor must deliver services in the AJCC and other locations approved by the WDBVC.

- d. Contractor will be responsible to assist the WDBVC, local community colleges, and designated industry sector employers to develop cohort training programs to train groups of WIOA participants in in-demand occupations.

### **Basic Career Services**

7. Contractor shall provide the following services which require minimal staff assistance and must be made available to all job seekers:

- a. Outreach, Intake and Orientation to Services: Outreach activities include the publication and dissemination of information on available services directed to potentially eligible individuals. The intake process involves collection of the basic information required to determine eligibility. Orientation to services is the process of informing potential WIOA participants of a broad menu of available services and resources.
- b. Program Eligibility Determination: This activity involves obtaining and documenting customer information, comparing it to WIOA eligibility criteria, and determining whether an individual is qualified to participate in a WIOA program.
- c. Initial Assessment: For individuals new to the workforce system, this service involves gathering basic information on their skill levels, aptitudes, abilities, barriers and supportive service needs. The CASAS™ appraisal test (or equivalent assessment tool) is an example of an assessment used to determine initial skill levels.
- d. Referrals: The referral process involves coordination with other programs, generally to provide non-WIOA services, activities, and support to an individual seeking assistance through WIOA.
- e. Workforce and Employment Labor Market Information and Statistics: This service involves providing individuals with statistical data on employment levels and projections, unemployment rates, wages and earnings, training, and careers.
- f. Performance and Program Cost Information on Eligible Providers of Training Services: This service involves providing potential participants with information on local training service providers eligible to receive WIOA funds.
- g. Performance Information Relating to the Job Center Delivery System: This service involves providing potential participants with information on the local area's recent performance outcomes.
- h. Financial Aid Assistance for Training and Education Programs: This service involves providing guidance to individuals on establishing their eligibility for financial aid assistance for training and education programs that are not provided under WIOA.
- i. Information and Assistance Regarding Filing Claims under Unemployment Insurance (UI) Programs: This service involves providing potential participants with information on filing claims for state benefit payments.

8. Contractor shall operate the Resource Rooms, answering phone calls to the AJCC, and responding to online forms and chats on the WDBVC website as a basic career service. These are ways for job seekers and customers to enter through a “single door” and navigate to the appropriate services offered by the various workforce development programs in the region. Utilizing a WDBVC-approved referral platform, the Contractor will track assessments, social referrals, real-time service delivery metrics, and integrate existing tools and workflows with the various partner agencies.
  - a. Contractor will utilize the referral platform to collect client-level data and referrals to workforce programs and community resources.
  - b. Contractor will have adequate staffing for the Resource Rooms to answer calls, online forms and chats, Monday through Friday, 8am – 5pm Pacific Time.
  - c. Contractor will use client choice and strengths-based approaches to inform of options for services and referrals in order to respect the whole person.
  - d. Contractor will use uniform and transparent decision-making processes, promoting consistency and efficiency through the referral platform.
9. Contractor will provide and utilize the Career Edge Platform and Career Edge Services, a digital framework for workforce development, training, and education, to enhance the delivery of WIOA Title I Career Services to adults and dislocated workers.

### **Individualized Career Services**

10. While Basic Career Services only require registration of job seekers, all other WIOA Title I funded services require enrollment. Career Planning (also called case management) and the development of an Individual Employment Plan (IEP) are services required to be provided to all enrolled participants. In addition, all WIOA customers should be enrolled in short-term prevocational workshops and/or online training to ensure they will be competitive in the workforce. Contractor must make the following individualized career services available to all jobseekers when these services are determined to be appropriate for obtaining or retaining employment:
  - a. Comprehensive and Specialized Assessments that align with career pathways and designated industry sector strategies;
  - b. Individual Employment Plans specifying employment goals, educational achievement objectives, planned services to reach goals and objectives, and information on training providers;
  - c. Group and/or Individual Counseling and Mentoring relating to career planning;
  - d. Short-term Prevocational Workshops and online training to develop learning and communication skills needed for longer-term training and unsubsidized employment;
  - e. Internships and Work Experience linked to career goals;
  - f. Workforce Preparation Workshops and online training to assist individuals to develop basic academic, critical thinking, digital literacy and self-management skills;

- g. Financial Literacy Services;
- h. Job Search and Relocation Assistance to include Labor Market research; and
- i. English Language Acquisition and Integrated Education and Training Programs.

### **Training Services**

11. WIOA is designed to increase participant access to training and employment services. Training services equip individuals to enter the workforce and retain employment. WIOA funding for training is limited to participants who (1) are unable to obtain grant assistance from other sources to pay training costs, or (2) require assistance beyond that available under grant assistance from other sources to pay training costs and related support services. Contractor will be required to coordinate WIOA funds with funds from other sources and must consider the availability of other grant assistance to pay for training costs (such as TANF, State-funded training funds and federal Pell Grants).

As stated in EDD Directive WSD18-10 and California Senate Bill (SB) 734, local workforce development boards must spend at least 30% of the combined total of their Adult and Dislocated Worker WIOA formula fund allocations on training services. Contractor will be responsible to work with the WDBVC to ensure that the training expenditure requirement is met. In addition, the Contractor will provide participants with access to the following training services:

- a. Occupational skills training, including training for non-traditional employment;
- b. On-the-job training, including registered apprenticeships;
- c. Incumbent worker training in accordance with WIOA Section 134(d)(4);
- d. Workplace training and cooperative education programs;
- e. Private sector training programs;
- f. Skills upgrading and retraining;
- g. Entrepreneurial training;
- h. Transitional jobs in accordance with WIOA Section 134(d)(5);
- i. Job readiness training provided in combination with other training listed above;
- j. Adult education and literacy activities;
- k. Customized training;
- l. Cohort (group) training for high demand occupations in designated industry sectors; and
- m. Online training.

The WDBVC is focused on expanding short-term work-based learning options, other than on-the-job-training (OJT), such as incumbent worker training, transitional jobs, and customized training.

## **Follow-Up Services**

12. Contractor will provide follow-up services for all participants placed in unsubsidized employment for up to 12 months after the first day of employment. Follow-up services shall be substantial. Provision of counseling about the workplace and job search activities are examples of an acceptable follow-up service. Contractor shall utilize unique ways to engage and provide follow-up services, such as case management outside of regular business hours.
13. Contractor must conduct quarterly follow-up activity, collect supplemental data, and record the information in CalJOBS to ensure WIOA performance outcomes are met.

## **Designated Industry Sectors**

The designated industry sector approach offers a framework to identify employment opportunities, to engage employers and educators, and to develop career pathways and training opportunities that are consistent with the needs of the local workforce area of Ventura County. The WDBVC is focused on providing middle-skill, middle wage employment opportunities in the following priority industry sectors which are an important part of the regional economy: Healthcare; Business and Entrepreneurship; Retail, Hospitality, and Tourism; Advanced Manufacturing; Agriculture, Water, and Environmental Technology; and Education and Human Development.

14. Contractor shall ensure participants are trained and placed into these designated industry sectors.
15. Contractor will work with employers to move participants from lower-wage jobs to middle-wage employment in high-demand occupations within the designated industry sectors.
16. Contractor will use industry sector strategies developed by the WDBVC in conjunction with available labor market information and specialized assessments to educate and connect jobseekers to middle-wage demand occupations and training in the designated industry sectors.
17. In coordination with the WDBVC, the Contractor shall actively engage industry and labor and shall support regional sector strategies through an integrated business service strategy that focuses on middle-wage jobs. Contractor shall coordinate with the WDBVC to develop job opportunities with local employers and facilitate participant placements in internships and high demand occupations within the designated industry sectors. All job sourcing activities undertaken by contractor shall be coordinated with the WDBVC. In addition, the contractor shall coordinate with the WDBVC to provide job fairs and ongoing recruitments for local businesses.

## **Branding**

18. WIOA-funded programs will follow federal, state, and WDBVC branding guidelines. Contractor will not use its brand or promote its own organization in relation to this program without the explicit permission of the WDBVC. Further, the selected

contractor will actively identify the WDBVC as the provider of services received by WIOA participants.

### **Partnerships and Referrals**

19. Adult and Dislocated Worker Programs are mandated partners in the WIOA One-Stop service delivery system. As such, Contractor will be part of a continuum of services and must work in collaboration with other WIOA-required partners, as well as other local entities that carry out workforce development activities.
20. The WDBVC has entered into a [Memorandum of Understanding \(MOU\)](#) with each required WIOA system partner. The Contractor shall comply with the terms of the MOU and the responsibilities required of the Adult and Dislocated Worker Programs. The Contractor agrees to the terms of that MOU, which includes:
  - a. The services that will be provided through the workforce system, including the way the services will be coordinated and delivered.
  - b. Methods of referral between the System Partners.
  - c. Methods to ensure the needs of customers will be met, including workers, youth, individuals with barriers to employment, and individuals with disabilities.
  - d. Cost sharing among WIOA system partners.
21. Contractor shall maintain appropriate referral mechanisms to ensure participants are referred to and can access the services they require to support their success.
22. If it is in the best interest of the participant to be co-enrolled into multiple programs to access services not available through the primary program, the participant shall be co-enrolled. The Contractor shall ensure services are not duplicated between workforce programs.

### **Staffing**

23. All staff should be trained to recognize trauma and mental health needs, incorporate trauma-informed approaches in case management, and make appropriate emergent referrals when necessary.
24. Staff should have the ability to serve clients who speak a language other than English, or have access to interpreter services to communicate with clients in their preferred language.
25. At minimum, staff shall be trained in skills and core competencies in the following areas:
  - a. Knowledge and Understanding of the Workforce Innovation and Opportunity Act;
  - b. Department of Labor TEGs;
  - c. State EDD Directives/Information Notices;

- d. Career Development and Counseling;
- e. Labor Market Information;
- f. Customer Service;
- g. Serving Diverse Populations;
- h. Employer and Business Knowledge;
- i. Technology;
- j. Communication;
- k. Collaboration and Problem Solving; and
- l. Must be trained in serving special populations (i.e., individuals with barriers) and be familiar with evidence-based practices, such as motivational interviewing, trauma-informed care, etc.

26. To better serve the communities with whom they work, it is recommended that staff with lived experience and expertise be hired, such as individuals who were justice-involved or formerly incarcerated.

27. Staff may be expected to be available after hours on-call to respond to their clients.

28. Contractor shall be responsible for filling any staff vacancies, which may occur during the term of this contract in order to ensure the continuous and efficient delivery of services to participants. Contractor shall fill staff vacancies as soon as possible with individuals with the appropriate experience and level of education required for the position, and notify the WDBVC of vacancies and new hires in a timely manner.

29. Applicants for management positions (whether employee or sub-contractor) will be expected to successfully complete an interview conducted by the Contractor. The WDBVC Project Manager will be available to participate on the interview panel, if needed.

### **WIOA Conflict of Interest and Firewall Requirements**

30. WIOA permits the same entity to simultaneously be the One-Stop Operator (OSO) and be a provider of WIOA services. However, to prevent conflicts of interest and to ensure sufficient firewalls are in place, the Adult or Dislocated Worker provider may not also be the One-Stop Operator.

### **Performance Goals**

31. WIOA goals are set in each of the following primary indicators of performance categories, as mandated by the EDD:

- a. Employment Rate – 2nd Quarter After Exit: The percentage of program participants who are in unsubsidized employment during the second quarter after exiting from the program.

- b. Employment Rate – 4th Quarter After Exit: The percentage of program participants who are in unsubsidized employment during the fourth quarter after exiting from the program.
- c. Median Earnings: The median earnings of program participants who are in unsubsidized employment during the second quarter after exiting from the program.
- d. Attainment of a Degree or Certificate: The percentage of program participants who obtain a recognized postsecondary credential or a secondary school diploma or its recognized equivalent during participation in the program or within one (1) year after exiting from the program. *(Note that the following credentials/certificates are not recognized as postsecondary credentials: OSHA 10, National Career Readiness Certification, National Retail Federation Credentials; ServSafe Food Handler’s Certification, and CPR Certification.)*
- e. Measurable Skills Gain: The percentage of program participants who, during the program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains toward such a credential or employment.
- f. Business Services: The State of California will establish performance indicator(s) to measure the effectiveness of the program in serving employers.

Currently, the local primary indicators of performance goals for Program Year 2024-25, as set by the EDD, are as follows:

Program Year 2024-25	Employment Rate – 2nd Quarter After Exit	Employment Rate – 4th Quarter After Exit	Median Earnings	Attainment of a Degree or Certificate	Measurable Skills Gain
Adult	60.7%	69.6%	\$8,000	69.0%	79.0%
Dislocated Worker	62.7%	65.7%	\$8,567	70.0%	79.0%

Should the measures or goals change, the contractor will be notified of the change and any associated reporting as soon as possible. The State of California and the WDBVC may identify additional performance indicators and may establish goals for the contractor in addition to those listed above. The WDBVC has set goals for the number of individuals enrolled, served, trained, and/or placed (in addition to State-mandated performance goals) to ensure a strong return on investment, adequate levels of service, and positive outcomes for the community.

Performance Measurement	Benchmark
Adult New Enrollments	540
Adult Training Enrollments	130
Dislocated Worker New Enrollments	140
Dislocated Worker Training Enrollments	40

### **Management and Reporting**

Contractor shall utilize CalJOBS, the State’s approved automated case management

system, for document management, data entry and required reports.

32. Contractor will meet regularly (no less than quarterly) with the WDBVC staff to discuss enrollments, participant retention, program design, outcomes (employment and education), program expenditures, staffing, and other elements that have the potential to impact the quality of the programs and services provided under the contract. Contractor will utilize WDBVC prescribed reporting tools and will ensure timely and accurate data entry in the appropriate designated database(s).
33. Regional collaboration and reporting are required under WIOA. The WDBVC is a single-board region. Contractor is expected to participate in regional workforce development work. The level of participation and role that Contractor will play will be determined by the WDBVC.
34. Contractor shall report its monthly performance in a manner established by the WDBVC that clearly compares monthly and cumulative performance goals to actual achieved monthly and cumulative outcomes. The Contractor will include in its monthly report information on employment outcomes that is verifiable at the time of reporting and supported by documentation (e.g., pay stubs, offer letters, employment verification letters, etc.) An accompanying narrative outlining reasons for underperformance and plan for improvement should accompany monthly reports for any measure(s) where the stated goal is not being met. Failure to meet performance levels may result in termination of the contract.
35. The WDBVC staff will be responsible for reporting to the State and will field all requests from the Chief Elected Official (the County Board of Supervisors), as well as requests from the WDBVC board members, the media, and other interested stakeholders. Contractor will support reporting requests as needed, and will respond to reporting requests made by the WDBVC and its staff in a prompt and timely manner.

### **Additional Responsibilities and Provisions**

36. Determine eligibility for each applicant selected for enrollment.
37. Maintain case files for every enrolled participant. Either physical or electronic files may be used. Files shall not include any documentation that discloses an individual's disability status or health condition. Any mention of disability- or health-related information shall be placed in a separate and secure file, located away from the main file. At a minimum, participant case files shall include documentation of the following:
  - a. Program eligibility and determination of need
  - b. Intake forms
  - c. Source documents needed for validation
  - d. Assessments, as applicable
  - e. Progress reports, time, and attendance
  - f. Signed employer or worksite agreement, timesheets, and other related documents for work-based learning
  - g. Case notes showing provision of services provided
38. Coordinate service delivery with the WDBVC and other key partners, including

attending partner meetings and sharing best practices.

39. Develop connections with Ventura County employers that will provide participants with employment opportunities.
40. Provide direct client services in English, Spanish or other languages as needed or requested by participants.
41. Comply with all applicable regulations and policies as specified by federal, State, and County, including but not limited to, WIOA, the Americans with Disabilities Act, the Code of Federal Regulations (specifically [2 CFR 200](#) and [Title 29](#)), OMB Circulars (<https://www.whitehouse.gov/omb/information-for-agencies/circulars/>), EDD Directives ([https://edd.ca.gov/Jobs\\_and\\_Training/Active\\_Directives.htm](https://edd.ca.gov/Jobs_and_Training/Active_Directives.htm)), WDBVC local policies (<https://workforceventuracounty.org/resources/wdb-policies/>), as well as other federal and State laws regarding job training and job placement assistance.
42. Provide outreach materials as needed, in compliance with the efforts of the WDBVC. All such materials will require WDBVC staff approval, will meet the requirements of the [Steven's Amendment](#) and will include reference to the Workforce Innovation and Opportunity Act and the following statement: "The Workforce Development Board of Ventura County is a proud partner of America's Job Center of California network. The WDBVC and this project are an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. If you have limitations hearing or speaking dial 711 to reach the California Relay Service (CRS). This WIOA project is fully funded by the Employment and Training Administration of the U.S. Department of Labor as a part of an award totaling \$2,400,000."
43. Cultivate staff and program capacity in the areas of diversity, equity and inclusion to serve clients in an accessible, and culturally and linguistically considerate manner, and ensure equal access to services and equitable outcomes across the diverse client population.
44. Fully staff the program during all scheduled hours of operation. Hours of operation shall be set to effectively serve the needs of clients.
45. Ensure that arrangements are made to keep full-service delivery available throughout the year. Contractor shall follow County-observed holidays.
46. In the event of short- or long-term conditions which impact Contractor's normal service delivery operations, such as a declared public health emergency, Contractor shall immediately notify County of the status and impact on operations, staffing and client populations and will work with County to develop a strategy for alternative methods to deliver services while also adhering to federal, state and local safety and public health directives at all times.

### 3.2 Compensation

Funding for this program is made available from the County of Ventura's allocation of WIOA funds under the WIOA Adult Program (CFDA #17.258) and WIOA Dislocated Worker Formula Grants (CFDA 17.278). The prime source of funding is from the U.S. Dept. of Labor, passed through the California Employment Development Department. The contract is a subaward of federal funds, and as such will have increased monitoring and compliance requirements as outlined in 2 CFR 200. Contractor must have the ability to manage federal funds in compliance with all federal (2 CFR 200, DOL and WIOA), state (EDD) and local (WDBVC and County of Ventura) compliance requirements.

The total compensation amount of this contract is \$2,400,000 for the 2024-25 program year (July 1, 2024-June 30, 2025). Of this amount, \$962,000 must be allocated toward AB 1149 training expenditures. Contractor must match \$494,000 of training funds through cash or in-kind resources that are allowable and auditable under WIOA. These amounts are subject to change based on fluctuations in the annual allocation and possibility of carry-over funds and should be regarded as estimates. Allowable leveraged resources can be found in [EDD Policy WSD18-10](#) (WIOA Training Expenditure Requirement).

This is a cost-reimbursement contract. Contractor will be reimbursed monthly in arrears for approved and allowable contract costs incurred and paid in accordance with a detailed line-item budget approved by the County. Administration/Indirect Costs are limited to 10% of the total contract budget per the prime grant funding source requirements.

Profit is negotiated at 10% of non-client/participant direct costs. Amount intended to pay for profit are separate from amounts intended to pay for costs. Contract price equals costs plus potential profit. The negotiated 10% profit is based on the contractors' efforts and risks in achieving a performance result that aligns with the performance measures outlined in the WDBVC's Local and Regional Plans. Conditions to consider in quantifying the opportunity to earn profit are referenced at 48 CFR 15.404-4 (<https://www.ecfr.gov/current/title-48/chapter-1/subchapter-C/part-15/subpart-15.4/section-15.404-4>.) The WDBVC may cap the maximum profit potential that could be earned per performance results within the approved budget. The earning of profit will not be based on total budget, expending of the budget, and/or pass-through costs, such as tuition or fixed costs, that require minimal to no effort from the contractor nor directly achieve a performance goal. Any profit payments will be structured around performance-based outcomes and successful outcome documentation must be submitted to claim profit.

The contractor must ensure that all costs are reasonable, allowable and necessary, and shall maintain sufficient documentation to verify expenses. The contractor will be responsible for repayment of any costs disallowed by the County, EDD or DOL. Contractor must have the ability to maintain sufficient cash flow (i.e., cash reserve on hand, lines of credit, etc.) to meet ongoing financial obligations of program operation, pending reimbursement monthly from the County in arrears net 30 days of approved and allowable claims for services rendered. No cash advances are provided.

### **3.3 Non-Employee Information Technology Usage**

Contractor's employees and representatives who require access to the County's network and/or related systems will read, sign, return and abide by County's Non-Employee Information Technology Usage Agreement Policy (Exhibit F) prior to being granted access to County's network.

### **3.4 County Responsibilities**

County shall:

- A. Provide training to Contractor staff on WIOA regulations, as needed.
- B. Provide training in, and act as the subject-matter-expert for, CalJOBS, the State's approved automated case management system for workforce services.
- C. Schedule meetings with Contractor staff to communicate progress, changes, procedural information and other items as needed.
- D. Review invoices and pay Contractor for services rendered in accordance with the terms and conditions of this contract.
- E. Process timely all appropriate contract modifications and administrative requirements.
- F. Report to the State on the project objectives, activities, outcomes and expenditures, supplemented with reporting and expenditure information provided by Contractor.
- G. Conduct criminal background checks on all Contractor staff assigned to work at the AJCC.
- H. Provide badge access to the main door of the building where AJCC is located, and doors leading into the AJCC office space, for Contractor-identified personnel who are assigned to work at the AJCC.
- I. Provide confidential workspace at AJCC for preparation and presentation of program material, including access to internet connectivity, telephone, and photocopy and fax machines, all of which have usage limited to the needs of the Program.

Contract Budget		Exhibit B	
1. CONTRACTOR NAME: Career Team, LLC			
2. PROGRAM ACTIVITY/PROJECT NAME: Career Center System Services			
3. PERFORMANCE PERIOD FROM: 7/1/2024		4. EFFECTIVE DATES INITIAL CONTRACT EFFECTIVE DATE: 7/1/2024	
TO: 6/30/2025		AMENDMENT #:	
CONTRACT #: C2324.23		AMENDMENT EFFECTIVE DATE:	

BUDGET SUMMARY			
I. DIRECT PROGRAM EXPENSES	BUDGET SUMMARY	LEVERAGED COSTS	LEVERAGE TYPE (In-Kind or Cash)
A. Staff Salaries	\$ 929,151		
B. Staff Fringe Benefits	\$ 157,250		
C. Program Operating Expenses	\$ 63,599		
D. Contractual Services	\$ -		
E. Client/Participant Direct Costs	\$ 900,000		\$ 494,000
F. Other	\$ 100,000		
<b>SUBTOTAL SECTION I -DIRECT PROGRAM EXPENSES</b>	<b>\$ 2,150,000</b>	<b>\$ -</b>	
<b>II. INDIRECT COSTS</b>	<b>\$ 250,000</b>	<b>\$ -</b>	
<b>TOTAL NOT TO EXCEED CONTRACT AMOUNT</b>	<b>\$ 2,400,000</b>	<b>\$ -</b>	

BUDGET DETAIL				
I. DIRECT PROGRAM EXPENSES	Monthly Salary	FTE(S)	# of Months	Total
A. Staff Salaries (List Position/Title)				
Executive Director	\$7,500	1.00	12	\$ 90,000
Team Lead	\$5,893	1.00	12	\$ 70,720
Partnership Manager	\$6,000	0.40	12	\$ 28,800
Career Navigator	\$5,235	5.70	12	\$ 358,088
Retention and Resource Navigator	\$4,874	2.00	12	\$ 116,983
Workshop Facilitator	\$5,176	1.00	12	\$ 62,108
Quality Assurance Associate	\$5,348	1.00	12	\$ 64,170
Business Services Representative	\$5,262	2.00	12	\$ 126,282
Regional Director	\$10,000	0.10	12	\$ 12,000
<b>A. Subtotal Staff Salaries</b>		<b>14.2</b>		<b>\$ 929,151</b>

B. Staff Fringe Benefits	Rate (%)	Total
Payroll Taxes (Social security, Medicare, etc.)	FICA 7.65%	\$ 71,080
Payroll Taxes (Social security, Medicare, etc.)	FICA 7.65 % / FUTA 6% and CA state SUI 3.5% on first \$7,000	\$ 9,443
Health Benefits	Varies depending on employment enrollment - Employer pays single rate of	\$ 58,215
Retirement Contributions	Employee eligible after year 1 - again enrollment is variable. Assume 3%	\$ 5,226
Other (Workers Compensation):	Calculated at .014 X Staff Salaries	\$ 13,008
Other (Life Insurance):	Life Insurance	\$ 278
<b>B. Subtotal Staff Fringe Benefits</b>		<b>\$ 157,250</b>

C. Program Operating Expenses <i>(Must be verifiable and cannot also be treated as an Indirect Cost.)</i>	Budget Justification & Calculation Details	TOTAL
Staff Travel, Facility Lease/Mortgage, Telephone/Utilities, Insurance Related to the Program, Office Supplies & Equipment*, Program Outreach, Other Program Costs	Use the percentage of program payroll amounts to determine.	\$ 63,599
		\$ -
<b>C. Subtotal Direct Program Operating Expenses</b>		<b>\$ 63,599</b>
(*Note: For equipment items over \$5,000 and a useful life of more than one year, additional approval is needed. Please list all such items individually with the per-unit costs.)		

<b>Contract Budget</b>		<b>Exhibit B</b>	
<b>1. CONTRACTOR NAME: Career Team, LLC</b>			
<b>2. PROGRAM ACTIVITY/PROJECT NAME: Career Center System Services</b>			
<b>3. PERFORMANCE PERIOD</b> FROM: 7/1/2024 TO: 6/30/2025		<b>4. EFFECTIVE DATES</b> INITIAL CONTRACT EFFECTIVE DATE: 7/1/2024 AMENDMENT #: AMENDMENT EFFECTIVE DATE:	
CONTRACT #: C2324.23			

D. CONTRACTUAL SERVICES (List legal entity name for each)	Contract Description & Cost Details	Subaward (S) or Vendor (V) (to)	Total
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
<b>D. Subtotal Contractual Services</b>			\$ -

E. CLIENT/PARTICIPANT DIRECT COSTS				TOTAL
<b>Vocational Training Costs</b>	Avg. Cost Per Participant	# of Participants		
	\$ 6,500	86		\$ 559,000
<b>On-the-Job Training</b>	Avg. Rate Per Hour	Avg. Hours Per Month	Avg. # of Months	
Participant Wages (28 participants @ 50% rate)	\$ 9.0	4480.00	4.00	\$ 161,280
Participant Benefits	Avg. Benefit Rate (%):			\$ -
<b>Supportive Services (WIOA contract only)</b>	Add Budget Justification & Calculation Details Below			\$ 179,720
				\$ -
<b>Family Stabilization Support Funds (CFS contracts only, when permitted)</b>	Add Budget Justification & Calculation Details Below			
				\$ -
<b>E. Subtotal Client/Participant Direct Costs</b>				\$ 900,000

F. OTHER (Please Describe)	Budget Justification & Calculation Details	Total
		\$ -
Career Edge	Career Edge Learning Management and Case Management System for customer preparation and tracking (12 month contract)	\$ 100,000
		\$ -
		\$ -
		\$ -
		\$ -
<b>F. Subtotal Other</b>		\$ 100,000

<b>DIRECT PROGRAM COSTS TOTAL</b>	<b>\$ 2,150,000</b>
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II. INDIRECT COSTS* (Use one of the options below.)				
	Rate (%)	Cost Base Rate Applied to (Amount)	Cost Base (Type)	Total
<b>1. Federally Negotiated Indirect Cost Rate</b> (Must attach your approved ICRA)				\$ -
<b>2. De Minimis 10%</b>	10%	1,250,000	MTDC	\$ 125,000
<b>3. Other Program Special Rate</b> (May be referenced in RFP, provide details)	10%	1,250,000		\$ 125,000
<b>INDIRECT COSTS TOTAL</b>				\$ 250,000

\*Please note that items cannot be charged as both Direct Program Expenses and Indirect Costs. See 2 CFR §200.412-§200.415.

Please list the general items classified by your agency as Indirect Costs: Corporate Accounting, Human Resources, Compliance, Legal and associated facility and operating costs for the Corporate fundtions.



Submit by the 10th of every month to:  
[hsa-info.wdb@ventura.org](mailto:hsa-info.wdb@ventura.org)

## Monthly Performance Report

Provider			
Program			
Month Covered		Phone	
Project Contact		Email	

The information provided in this Monthly Performance Report will be used to help the WDBVC monitor the progress of the grant and identify promising practices and challenges of the grantee in implementing the grant. The information collected here provides a more comprehensive assessment of the progress of grantees in meeting expected milestones, performance indicators, and program requirements. It also provides additional qualitative information to the WDBVC regarding the activities of grantees as it relates to Workforce Innovation and Opportunity Act (WIOA) implementation or implementation of other discretionary grant programs, timeliness of program deliverables, technical assistance needs, innovative or promising practices in the field, and the use of evaluation for program accountability, assessment, and improvement.

Additionally, please note that, per the Uniform Guidance (2 CFR 200.329), grantees must inform the WDBVC as soon as the following types of conditions become known and should not wait for a monthly report deadline:

- (1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objectives of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- (2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Please limit your responses to 1000 characters (with spaces) or less in each textbox.

### Section I. Summary of Grant Activities.

The purpose of this section is to provide an executive summary of activities, including planned and actual progress. If there are no changes to report relative to previously submitted reports please indicate so, in addition to indicating the reason for the lack of changes.

For the current month, please include a description of all new and ongoing:

Exhibit C – Monthly Performance Report

<ul style="list-style-type: none"> <li>• Career and training services supported by the program and provided to participants;</li> <li>• Key activities completed, including partnership development and coordination;</li> <li>• Performance improvement efforts being undertaken to meet goals for the performance year if projected goals for the month are not currently being met; and</li> <li>• Additional activities performed by the service provider, if applicable.</li> </ul>

<p>If provided supportive services and specialized participant services, please describe, in general:</p> <ul style="list-style-type: none"> <li>• The type(s) of services offered in the month;</li> <li>• How they were delivered; and</li> <li>• How they contributed to a participant’s ability to fully participate in grant-funded activities.</li> </ul>

**Section II. Progress Toward Goals.**

The purpose of this section is to describe the progress of the program’s goals, benchmarks, milestones, special events, important deadlines, and deliverables. If there is nothing to report, please indicate this.

Total number of Case Managers:	
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Adult Participant Goals	Report Month	Cumulative (YTD)	Goal
Total Enrolled			
Total Active			
Total Exited			
Total Follow-up			
Entered Work-based Learning/Training (*See definition below)			
Entered Occupational Training Include College Classes			
Entered Unsubsidized Employment			
Median Hourly Wage (at exit)			

Exhibit C – Monthly Performance Report

Dislocated Worker Participant Goals	Report Month	Cumulative (YTD)	Goal
Total Enrolled			
Total Active			
Total Exited			
Total Follow-up			
Entered Work-based Learning/Training (*See definition below)			
Entered Occupational Training Include College Classes			
Entered Unsubsidized Employment			
Median Hourly Wage (at exit)			

<b>* Types of Work-Based Learning/Training and Definitions</b> <a href="#">(WSD Directive 19-06 CalJOBS Activity Codes)</a>	
<b>Work Experiences and Internships (218/219)</b> A planned, structured paid or unpaid learning experience in a workplace for a limited period of time.	<b>Customized Training (304)</b> Meets specific employer requirements with the commitment of participant employment upon successful completion of the training.
<b>Pre-Apprenticeship Programs/Training (224)</b> Designed to prepare individuals to enter and succeed in a registered apprenticeship program.	<b>Incumbent Worker Training (308)</b> Meets the needs of an employer to retain a skilled workforce or avert layoffs.
<b>On-The-Job Training (OJT) (301)</b> Provides reimbursement to employers to compensate for the costs associated with skills upgrade training for newly hired employees and the lost production of current employees providing the training.	<b>Transitional Jobs (321)</b> Type of work-experience local boards may provide under WIOA, and are considered an individualized career service. Time-limited and wage-paid that can be subsidized up to 100 percent.
<b>Registered Apprenticeship (325)</b> Employer-driven, “learn while you earn” model that combines on-the-job training with job-related instruction in curricula tied to the attainment of industry-recognized skills standards.	

Provide any updates on Assembly Bill (AB) 1149 training expenditure requirements.

Provide any updates on key deliverables and products developed for broad dissemination to the workforce system, as applicable. This includes identifying products developed with program-funds such as educational curriculum, websites, and other resources.

Include any challenges or concerns the program has encountered that may have affected or slowed progress of the program, and how the program intends to resolve them.

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Describe the next steps or key focus areas planned for the program in the next month.

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### **Section III. Development and Implementation of Effective Practices and Program Model Strategies.**

The purpose of this section is to describe how the program model is achieving the program's intended purpose and the goals/objectives and activities. If there is nothing to report this month, please indicate this.

This section also reflects how equity is taken into account in the development and implementation of the program. "Equity" means the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment. The term "underserved communities" refers to populations sharing a particular characteristic, as well as geographic communities that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life.

Please describe:

- A description of outreach and/or recruitment activities;
- Examples of the development and implementation of education and training programs;
- Identifying and engaging industry sectors and employers;
- Aligning policies and programs;
- Measuring systems change and tracking performance;
- Developing new, or enhancing existing, curriculum or industry training; and
- Creating new career assistance tools and resources.

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How has any development and implementation activities (such as those outlined above) contributed to the use of services by underserved populations and the facilitation of equitable service provisions across target populations and underserved communities? Please identify administrative barriers, statutory barriers, or other challenges faced in ensuring equitable use, service delivery and outcomes achieved.

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Please describe any lessons learned and how those lessons learned will be integrated into ongoing program activities.

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**Section IV. Status Update on Strategic Partnership Activities.**

The purpose of this section is to describe any partnerships formed and sustained to implement the program and to best serve our customers. It is also to communicate the dynamic growth and development of the strategic partnership, including cross-agency partnerships. This section is not intended to be a list of every partner meeting or communication, but rather should reflect the results and outcomes from such interactions and their impact on the program. Completing this section of the report allows providers to reflect critically on their partnerships and contributes to broader discussions on partnership development and management. If there is nothing to report this month, please indicate this.

Report the critical aspects of the grant partnership activities, including establishing and maintaining strategic partnerships, during the reporting period.

--

Please:

- Discuss how partners have engaged during the current phase of the program;
- Outline specific roles and contributions of each partner during this month;
- Identify any challenges encountered/resolved in the development and management of the partnership; and
- Report new partners that may have been included in the program or identify any previous partners that may have left the program.

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**Section V. Status Update on Employer Engagement Strategies.**

The purpose of this section is to share information related to promising practices and strategies that have strengthened existing employer partnerships and any efforts to develop new employer partnerships. This section may discuss how equity is considered in the identification of, engagement with, and services provided to, employers and employer associations. If there is nothing to report, please indicate this. Please insert additional rows if necessary, for more than 4 Account Executives.

Exhibit C – Monthly Performance Report

Report the efforts that have been undertaken to receive feedback from Ventura County employers to identify their employee pipeline needs and engage local employers to interview, assess, train, and/or hire program participants. Examples may include:

- Increased employer involvement including employers serving as mentors such as SCORE mentors or those who host work experience participants;
- Program staff and employers identifying ways to encourage continuous improvement to hire program participants;
- New employer partnerships (e.g., increased number of employers); and
- Positive employment outcomes for program participants (e.g., employers support the hiring and advancement of program participants).

--

Total number of Job Developers:	
---------------------------------	--

Business Reporting	Report Month	Cumulative (YTD)	Goal
New Businesses Recruited			
Number of OJTs			

**Section VI. Key Issues and Technical Assistance Needs.**

The purpose of this section is to describe any challenges and related technical assistance needs. If there is nothing to report, please indicate this.

Summarize significant opportunities, issues, or challenges (such as under-enrollment) encountered during the month and any resolution of issues and challenges identified in previous months. Furthermore, describe actions taken or plans to address issues.

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Describe questions, suggestions, ideas, or concerns for the WDBVC, as well as any technical assistance needs.

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**Section VII. Significant Activities, Accomplishments, and Success Stories.**

The purpose of this section is to provide additional, in-depth information regarding promising approaches, new processes, and/or lessons learned that are not addressed elsewhere in the report.

Report any other significant activities and accomplishments.

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Exhibit C – Monthly Performance Report

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Describe in detail promising approaches, innovative processes, lessons learned, and program- and participant-level success stories in this section each month, as appropriate.

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Additionally, if appropriate, and with the participant’s permission, please highlight one or two program- or participant-level “success stories” from the program per month.

When documenting success stories, please describe the:

- Background, problem, issue, or concern prior to program involvement;
- Response or intervention provided by the program; and
- Results and outcomes, including who benefited and what changed or improved.

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**Career TEAM**

**Performance-based Outcomes (PY2024-25)**

Total Profit Available: 10% (Excludes Client / Participant Direct Costs)	\$125,000
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Payment Table

**Adult**

Performance Measurement	Benchmark (in accordance with detailed performance below)	Actual Benchmark	Benchmark Attained	Percent of Profit Allowed	Amount
New Enrollments	540		<input type="checkbox"/> Yes <input type="checkbox"/> No	5%	\$6,250
Training Enrollments	130		<input type="checkbox"/> Yes <input type="checkbox"/> No	5%	\$6,250
Employment Rate – 2nd Quarter After Exit	60.7%		<input type="checkbox"/> Yes <input type="checkbox"/> No	8%	\$10,000
Employment Rate – 4th Quarter After Exit	69.6%		<input type="checkbox"/> Yes <input type="checkbox"/> No	8%	\$10,000
Median Earnings	\$8,000		<input type="checkbox"/> Yes <input type="checkbox"/> No	8%	\$10,000
Attainment of a Degree or Certificate	69.0%		<input type="checkbox"/> Yes <input type="checkbox"/> No	8%	\$10,000
Measurable Skills Gain	79.0%		<input type="checkbox"/> Yes <input type="checkbox"/> No	8%	\$10,000

**Dislocated Worker**

Performance Measurement	Benchmark (in accordance with detailed performance below)	Actual Benchmark	Benchmark Attained	Percent of Profit Allowed	Amount
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Exhibit D

New Enrollments	140		<input type="checkbox"/> Yes <input type="checkbox"/> No	5%	\$6,250
Training Enrollments	40		<input type="checkbox"/> Yes <input type="checkbox"/> No	5%	\$6,250
Employment Rate – 2nd Quarter After Exit	62.7%		<input type="checkbox"/> Yes <input type="checkbox"/> No	8%	\$10,000
Employment Rate – 4th Quarter After Exit	65.7%		<input type="checkbox"/> Yes <input type="checkbox"/> No	8%	\$10,000
Median Earnings	\$8,567		<input type="checkbox"/> Yes <input type="checkbox"/> No	8%	\$10,000
Attainment of a Degree or Certificate	70.0%		<input type="checkbox"/> Yes <input type="checkbox"/> No	8%	\$10,000
Measurable Skills Gain	79.0%		<input type="checkbox"/> Yes <input type="checkbox"/> No	8%	\$10,000

**Definitions**

New Enrollment	The process by which individuals register to become a planned participant with the program from July 1, 2024 through June 30, 2025.
Training Enrollment	The process by which individuals register and receive a training service as defined by the latest CalJOBS Activity Codes Directive.
Employment Rate Q2/Q4	Defined as percentage of program participants who are in unsubsidized employment or in education or in training during Q2/Q4 after exit.
Median Earnings	The median wages earned of those program participants employed in the 2nd quarter after exit.
Attainment of a Degree or Certificate	The percentage of those participants enrolled in an education or training program (excluding those in on-the-job training (OJT) and customized training) who attain 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. A participant who has attained a secondary school diploma or its recognized equivalent is included in the percentage of participants who have attained a secondary school diploma or its recognized equivalent only if the participant also is employed or is enrolled in an education or training program leading to a recognized postsecondary credential within one year after exit from the program.
Measurable Skills Gain	The purpose of the Measurable Skill Gains (MSG) indicator is to track and measure important progressions and achievements made by WIOA clients (enrolled in training or education), through pathways and towards various goals of their individual programs. A gain must be recorded for a client each year they are enrolled in training or education and progress satisfactorily in one or more areas of their employment or training program.

# COUNTY OF VENTURA

## NON-EMPLOYEE INFORMATION TECHNOLOGY USAGE AGREEMENT



OCTOBER 11, 2006

## Ventura County Non-Employee Information Technology Usage Agreement

**Anyone that is not a Ventura County employee (“Non-employee personnel”) who will access (which includes but is not limited to use, maintenance, repair or installation of) Ventura County information technology in the course of their work for Ventura County are required to sign this document before accessing, using, maintaining, repairing or installing any Ventura County information technology system. “Information technology” includes any computer, network, Internet access, electronic mail and voice message systems, facsimile devices, or other electronic systems used by Ventura County.**

1. Non-employee personnel have no expectation of privacy in any electronic communications, use of Ventura County property, or Internet access. Ventura County reserves the right to review, audit, or monitor any information technology used by non-employee personnel.
2. Non-employee personnel shall use only accounts authorized by the sponsoring County department.
3. Non-employee personnel may access only those resources for which they are specifically authorized. Any other access is prohibited.
4. Non-employee personnel are personally responsible for safeguarding their account and log-on information. Passwords shall adhere to the following:
  - a. Passwords shall remain confidential.
  - b. Passwords shall be changed at least every 120 days.
  - c. Passwords shall be at least six characters long.
  - d. Systems will be configured to “lock-out” the account after 5 or less incorrect password attempts.
  - e. Passwords shall not contain your user name or any part of your full name.
  - f. Passwords shall never be displayed, printed, or otherwise recorded in an unsecured manner.
5. Non-employee personnel are not permitted to script their user IDs and/or passwords for log-on access.
6. Non-employee personnel are not permitted to allow another person to log-on to any computer utilizing their personal account, nor are they permitted to utilize someone else's account to log-on to a computer. Only the Ventura County sponsoring department can authorize multiple people for use on a single service account.
7. Non-employee personnel may not leave their workstation logged onto the County network while away from their area. Non-employee personnel may elect to lock the workstation rather than logging off when leaving for very short time periods.
8. Non-employee personnel shall maintain a log, left with the sponsoring department, of all software loaded onto any Ventura County computer. The software must have been approved in writing in advance by the sponsoring department.
9. Non-employee personnel shall execute only applications that pertain to their specific contract work.
10. Non-employee personnel shall promptly report log-on problems or any other computer errors to the sponsoring County department.

## Ventura County Non-Employee Information Technology Usage Agreement

11. Non-employee personnel shall promptly notify the sponsoring department if they have any reason to suspect a breach of security or potential breach of security.
12. Non-employee personnel shall promptly report anything that they deem to be a security loophole or weakness in the computer network to the sponsoring department.
13. Non-employee personnel shall not install or use any type of encryption device or software on any Ventura County hardware, which has not been approved in writing in advance by the sponsoring County department.
14. Non-employee personnel may not remove any computer hardware, data or software from a Ventura County building for any reason, without prior written approval from the sponsoring County department.
15. Non-employee personnel shall not delete, disable, or bypass any authorized encryption device or anti-virus program installed on Ventura County hardware.
16. Non-employee personnel that request exclusive control over County servers must have the servers reviewed by the Information Technology Services Department Security Group.
17. Non-employee personnel shall not attach any cables or devices to the Ventura County network that would extend the County network to non-employee users..
18. Non-employee personnel may not copy any data and/or software from any Ventura County resource for personal use.
19. Non-employee personnel may not utilize Ventura County computer systems or networks for any of the following reasons:
  - a. Game playing;
  - b. Internet usage or surfing not required for their specific contract work activity;
  - c. Non-related work activity; or
  - d. Any illegal activities, which include but are not limited to creation, download, viewing, storage, copying, or transmission of sexually explicit or sexually oriented materials.
  - e. Downloading of files from non-County resources. If files are needed for specific contract work, the non-employee shall first obtain authorization from the appropriate sponsoring County department.
20. Non-employee personnel are prohibited from intercepting or monitoring network traffic by any means, including the use of network sniffers, unless authorized in writing in advance by the sponsoring County department.
21. Non-employee personnel may not give out any Ventura County computer information to anyone with the sole exception that the non-employee may give other non-employee personnel such information in order to complete authorized tasks and who have signed this agreement. Information includes but is not limited to: IP addresses, security configurations, etc.
22. All data storage media shall be erased or destroyed prior to disposal.



**GENERAL CONTRACT CONDITIONS – EXHIBIT F**

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# GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS

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## INTRODUCTION

The General Conditions, Assurances and Certifications shall apply to and are incorporated into this contract. To the extent there is any conflict between the General Conditions, Assurances and Certifications and any other provision in this contract, the General Conditions, Assurances and Certifications shall prevail. To the extent that provisions in the General Conditions, Assurances and Certifications relate to services or activities not encompassed in the subject contract, those provisions do not apply.

## A. GENERAL CONTRACT CONDITIONS

### 1. Reports

The Contractor shall submit timely and accurate programmatic and financial reports in accordance with the contract and County Directives.

### 2. Limits of Obligation

The Contractor shall be paid in accordance with the contract and budget, not to exceed the maximum amount specified. Any cost incurred by the Contractor over and above the maximum amount obligated by the contract and budget shall be at the sole risk and expense of the Contractor.

### 3. Documentation and Procurement Requirements

The Contractor shall maintain documentation of all services and contract costs and comply with all applicable procurement requirements. Such documentation and procurement must be in accordance with the contract requirements and all applicable federal, State, and County requirements, and provide sufficient detail (*i.e.*, original source documents) to support Contractor purchases, claims for reimbursement and payments made under the contract.

### 4. Disallowed Costs

Contractor shall be liable for all amounts which are determined to be due as a result of disallowance by the Federal Government, the State of California, or the County of Ventura or any other governmental agency with jurisdiction, when such disallowance is the result of the Contractor's or its Subcontractor's conduct. Payment of any disallowed costs must be made within 30 days of notification of the disallowed costs, unless otherwise specified by County. The Contractor shall comply with the provisions set forth in the County's Audit Resolution Procedure, hereby incorporated by reference, regarding Contractor's liability for expenditures disallowed by an auditor. Contractor will be notified of any disallowed costs or any other controversy or proceeding between County, the State of California or the federal government arising from the performance of the contract.

### 5. Availability of Funds

- a. The contract is valid and enforceable only if sufficient funds are made available to the County from the appropriate funding source and are appropriated by the County Board of Supervisors for the purpose set forth in the contract.
- b. At the expiration of the term of the contract or upon termination prior to the

## **GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS**

### **PAGE 5 OF 26**

expiration of the contract, and after all payments have been made to the Contractor for services provided, any remaining funds that were previously obligated under the contract shall revert to the County.

- c. The County retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing the Contractor is given prompt notice and the opportunity for a hearing within 30 days from such suspension. Failure on the part of the Contractor or a Subcontractor to comply with the provisions of the contract or with applicable law, when such failure involves the allegation of fraud as a result of a monitoring or other program review or misappropriation of funds, may result in immediate de-obligation and withholding of funds and debarment from program operation.

### **6. Administrative Directives, Unilateral Modifications, Contract Directives**

The County may issue administrative directives, unilateral modifications and contract directives concerning interpretations of Federal or State laws, rules and regulations, and directives received from the Federal Government or the State, and/or from the County Board of Supervisors, which may require changes in procedures by the Contractor.

Contractor will be deemed responsible for complying with such administrative and contract directives and/or modifications only after being formally notified in writing of appropriate action necessary.

### **7. Venue and Construction**

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties under this contract, will be construed pursuant to and in accordance with the laws of the State of California. The parties acknowledge that the contract is entered into and is to be performed in the County of Ventura, State of California. In any legal proceeding relating to the contract, the parties agree that for all purposes venue shall be in the County of Ventura, State of California.

### **8. Ownership of Work Product**

Upon the termination of the contract for any reason, all data, documents, films, tapes and all reports or any other work products paid for by grant or other funds provided by federal, State, and County and prepared by the Contractor in the course of operating the program, will become the property of the County. This will not include any information that is proprietary to the Contractor, unless otherwise agreed to by the parties in writing.

### **9. Personnel Disclosure**

Contractor shall make available to County, upon request, a current list of all personnel providing services under the contract. The list shall include: (1) the names and job titles of all full or part-time staff and volunteers providing services under the contract, (2) a brief description of each position and the FTE hours allocated, and (3) the professional degree, if applicable, and experience required for each position.

### **10. Responsibility for Equipment**

County shall not be responsible nor be held liable for any damage to person or property

## **GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS**

### **PAGE 6 OF 26**

consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment is furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

#### **11. Contamination and 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 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.

#### **12. Hiring/Paying Board of Directors Prohibited**

Contractor shall not hire, nor compensate from contract funds, any of its governing body to provide services under the contract without the written approval of County.

#### **13. Subcontracts**

All subcontracts between Contractor and another party involving the operation of the contract must be in writing and will first be presented to the County for approval, and do not create a contractual relationship between such third party and the County. Failure to obtain such prior approval of the County may result in the immediate termination of the contract at the sole and absolute discretion of the County.

- a. Any subcontracts entered into by the Contractor must be in compliance with all applicable Federal and State procurement laws, policies, or regulations.
- b. Any of the work or services specified in the contract which will be performed by other than the Contractor will be evidenced by a written agreement specifying the terms and conditions of such performance.
- c. The Contractor will maintain and adhere to an appropriate system, consistent with Federal, state, and local law, for the procurement, award and monitoring of contracts which contain acceptable standards for insuring accountability.
- d. The system for awarding contracts will contain safeguards to ensure that the Contractor does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last five (5) years.
- e. The system for soliciting and/or developing fixed unit price contracts must include sufficient documented analysis to assure that costs billed as a single-unit charge are reasonable and supportable, based on the prevailing rate of such services obtained from competitive sources, or that costs are justifiable, predicated on the unique nature of the service provided.
- f. No subcontract shall alter in any way any legal responsibility of Contractor to

## **GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS**

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County. County has the right to refuse reimbursement for obligations incurred under any subcontract which does not comply with the terms of the contract.

- g. For any contract being supported in part or in whole with federal funds, it is the responsibility of the Contractor to ensure that any subcontractors are not debarred or suspended from receiving from federal funds prior to issuance of the subaward, and that subcontracts adhere to the same criteria set forth in this contract in section 48. Debarment and Suspension Certification. Contractors must verify that subcontractors have no active exclusions by using the System for Award Management at [www.SAM.gov](http://www.SAM.gov).

### **14. Political Activities Prohibited (Hatch Act) & Byrd Anti-Lobbying Amendment**

None of the funds, provided directly or indirectly, under the contract shall be used for any political activities or to further the election or defeat of any candidate for public office. In addition, the Contractor will comply with the provisions of the Hatch Act as amended, which limits the political activities of employees.

For contracts over \$100,000 Contractor must comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

### **15. Energy Efficiency**

Contractor shall comply with mandatory standards and policies relating to energy efficiency in the California Energy Code, Title 24, part 6, as required by the U.S. Energy Policy and Conservation Act (42 U. S. C. § § 6201 et seq.).

### **16. Clean Air and Water Acts**

For all contracts 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).

### **17. Solid Waste Disposal Act.**

For all contracts 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.

### **18. Sectarian Activities**

As part of or in connection with the performance of this contract, Contractor shall not engage in, aid or permit religious instruction, proselytization, or any other activities that would amount to an improper aid to or establishment of religion, or a violation of "free exercise" rights, in violation of the United States Constitution (First Amendment), California Constitution (Art. I, § 4; art. XVI, § 5), or any other law.

### **19. Licenses and Standards**

Contractor shall comply with all applicable federal, State, County and local rules and regulations, including, business, facility and professional licensing and certification laws, and shall keep in effect and current any and all licenses, permits, notices and certificates

## **GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS**

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required for Contractor's provision of services under the contract and for the duration of the term of the contract. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and fire safety, health and sanitation.

In the performance of this contract, Contractor shall comply with all applicable provisions of the California Welfare and Institutions Code, Title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, State of California, and County and all administrative regulations, rules and policies adopted thereunder as each and all may now exist or be hereinafter amended or changed. In addition, Contractor shall comply with all rules and regulations set forth in 2 CFR 200 as applicable to form of entity by which Contractor transacts its business.

### **20. Maintenance of Records (Records Retention)**

Contractor agrees to maintain all records under the contract in accordance with applicable federal, state and local requirements:

- a. Contractor agrees to retain all records pertinent to all contracts, sub-contracts, and agreements including statistical, property and participant/client records and supporting documentation for a period of three (3) years and all payroll and financial records for a period of seven (7) years from the date of final payment of the Contract. If at the end of the retention period there is ongoing litigation or an audit involving these records, the Contractor will retain the records until the resolution of such litigation or audit.
- b. Working Paper Retention and Access to Working Papers - All work papers and reports must be maintained at the Contractor's office where work is performed, at Contractor's expense for a minimum of seven (7) years, unless the contractor is notified by the County that the retention period must be extended. If the Contractor goes out of business, all working papers must be turned over to the County for retention.
- c. Records for non-expendable property will be retained for a period of three (3) years after final disposition of the property, if applicable.
- d. In the event of the termination of the relationship with a Contractor, the Governor of the State of California will be responsible for the maintenance and retention of the records of any Contractor unable to retain them.
- e. Upon request, Contractor shall make these records available within Ventura County to all authorized County, State (including State Auditor) and federal personnel or representatives.

### **21. Internal Monitoring (fiscal and program review)**

The Contractor is responsible for the internal monitoring of fiscal and program operational goals to ensure contract compliance. All monitoring formats to be used will be submitted to the County, upon request.

## GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS

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### 22. Inspection of Records/Monitoring/Audits

Authorized federal, State or County representatives shall have the right to monitor, audit, assess, or evaluate Contractor's performance under the contract in accordance with federal and State laws and regulations and local policies, and to inspect any necessary records for such purpose. The Contractor will be responsible for maintaining appropriate records for all services provided under the contract.

- a. Records Inspection: At any time during normal business hours, and as often as County may deem necessary, Contractor shall make available to County, State or federal officials and their representatives for examination, all records pertaining to all matters covered by this contract and shall permit County, State or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this contract. Upon request, Contractor shall furnish to County, copies of all records, documents, files and forms that are necessary to review the program. Records must be available in Ventura County for review unless other arrangements are agreed to by the parties.
- b. Monitoring: Because program and fiscal monitoring conducted may be limited in scope, it should not be construed as a comprehensive assessment or audit of the Contractor's performance or Contract compliance. Therefore, deficiencies identified in any other subsequent audit, monitoring, or review remain the Contractor's responsibility. The Contractor will respond in a timely manner to identified corrective action needs as a result of County (or other) monitoring. The Contractor will submit to the County all required reports and monitoring corrective action plans on a timely basis, as requested by the County.
- c. Audits (Single Audit applicable to \$750,000 or more in Federal Funds): The Contractor shall conduct or have conducted on an annual basis an audit of their organization in accordance and in compliance with the Single Audit Act, 31 U.S.C. § § 7501 et seq., 2 CFR 200, Subpart F, WIOA Regulations at 20 CFR 667.200(b) or other Regulations as applicable to the fund source, and any State Administrative Regulations or Directive and County Directives, as applicable, incorporated into a company audit of books and financial statements. The appropriate share of costs for such audit may be included in the contract budget and shall adhere to contract requirements, for administration costs. A copy of the completed audit will be submitted to the County within six (6) months of the Contractor's fiscal year-end and will be performed by a qualified independent auditor. If Contractor does not meet the Single Audit threshold of \$750,000, County may require Contractor to submit other forms of audits and/or financial reviews regarding costs and expenses under the contract.

If any administrative findings are identified by the Auditor during the yearly audit, Contractor shall comply with the audit resolution requirements in 2 CFR 200. Subpart F and have all findings resolved within six (6) months after receipt of the audit report.

## **GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS**

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### **23. In-Kind or Cash Match**

If a match requirement is included in the contract, Contractor shall make such cash and/or in-kind match contribution to the program in the amount specified in the contract budget. Contractor shall document the cash and/or in-kind match provided and report the match on the monthly invoices. Documentation supporting the match and its source must be maintained by the Contractor.

### **24. Termination**

The agreement may be terminated in whole or in part for any of the three (3) following circumstances:

- a. Termination for Cause: If, through any cause, the Contractor fails to fulfill in a timely and proper manner, its obligations under the contract, fails to make sufficient progress toward specified outcomes, or violates any of the covenants, agreements, or stipulations of the contract, the County shall have the right to terminate the contract, by giving written notice to the Contractor of such termination and the effective date thereof.
- b. Termination for Convenience: Either County or Contractor may terminate this contract at any time with or without cause, upon thirty-(30) days' written notice to the other party.
- c. Termination Due to Cessation of Funding: The County may unilaterally terminate the contract at will any time its funding/grants are suspended, reduced, or terminated by the State of California before or during the contract period. All notices of termination must be in writing and be delivered personally or by deposit in the U. S. Mail, postage prepaid, Certified Mail-Return Receipt Requested, and will be deemed to have been given at the time of personal delivery or of the date of the postmark by the U. S. Postal Service.

### **25. Closeout Upon Termination**

Upon termination of this contract, the parties shall perform all closeout procedures that are reasonable and necessary to complete the obligations owed, but not yet performed under this contract.

- a. All reasonable and necessary costs defined under this contract and incurred up to the point of termination will be reimbursed to Contractor by County.
- b. Any monies owed to County by Contractor may be offset against any compensation due to Contractor for final payment from County, as covered under this contract.
- c. Contractor shall return to County any equipment or supplies purchased in whole or in part with funds provided under this contract and all related parts, unless otherwise specified by County.

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- d. Within forty-five (45) calendar days following the termination of the contract, the Contractor shall report and submit to the County on forms provided, all final claims and contract closeout forms for earned funds under the contract, unless specified otherwise by County.

### **26. Partial Performance**

In the event less than all services are performed in a proper and timely manner, Contractor shall be paid only the reasonable cost for the services performed for the payment period as determined by County.

### **27. Non-Discrimination/Grievance/Complaint Procedures**

Contractor agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services:

All Contractors must comply with all Equal Employment Opportunity requirements as delineated with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations and in any applicable federal, State or County Directive.

Section 188 of WIOA prohibits discrimination based on race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, gender identity and transgender status), national origin (including limited English proficiency), age, disability (temporary or permanent), unlawful harassment, political affiliation or belief, citizenship, or participation in WIOA.

The Contractor will establish and maintain a grievance procedure for grievances or complaints about its programs and activities from participants, subcontractors, and other interested persons. Hearings on any grievance will be conducted within 30 days of filing a grievance and decisions will be made not later than 60 days after the filing of a grievance.

A copy of the Contractor's procedures will be provided to the County upon request by the County. The Contractor will maintain on file documentation and data tracking verifying compliance with the Equal Opportunity Act.

Participation in programs and activities financially assisted in whole or in part under WIOA or other fund source(s) 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.

### **28. Purchase of Service**

County and Contractor agree to comply with principles established in 45 CFR, Part 74, Cost Principles, and 2 CFR 200, as applicable. No WIOA or other funds paid under the Contract may be used for direct purchase or lease of non-expendable equipment or software, except

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with the prior written approval of the County. Equipment purchased with these funds is the property of the County of Ventura. The County retains the right to have all such property returned upon conclusion of the contract period.

### **29. Supplemental Invoices**

No supplemental invoice shall be accepted by County without prior notification to County of the need and justification for such an invoice and authorization by County to submit such invoice. Payments for authorized supplemental invoices shall be made as part of the next regular claim cycle.

### **30. Budgeted Expenses and Payments**

Contractor charges shall be in accordance with the contract detailed line item budget or other agreed upon cost method (*i.e.*, fee for service, fixed rate) as specified in the contract and payments will be made accordingly.

### **31. Working Capital**

Contractor must provide for sufficient working capital to meet the fiscal demands of this Contract.

### **32. Budget Deviations**

Shifts to contract budget line items (staff salaries, facilities, travel, etc.) are allowable if not in excess of 20% or \$5,000, whichever is less, with County approval. If changes are made, Contractor shall notify the Department Program Manager immediately and submit a revised budget (Exhibit B-1) to the Contracts Manager. Any budget shifts in excess of 20% or \$5,000, whichever is less, require pre-approval by the County before the budget shift may be made. Contractor shall submit a written request along with the proposed revised budget to the Contracts Manager for approval. The request shall include, at a minimum, a justification for the requested change and a description of the areas being impacted. Regardless to the shifts to the contract budget line items, the total contract dollar amount cannot be modified.

### **33. Minimum Standards for Salaries and Benefits**

CONTRACTOR shall maintain the following minimum standards with regard to salaries and benefits for all employees:

- a. All employees shall receive basic statutory coverage of FICA, Workers Compensation, Unemployment Insurance Benefits and Disability Insurance Benefits.
- b. All wages and benefits shall be no less than the minimum required by applicable State and federal law, and in compliance with the County's Living Wage Ordinance, as applicable.

### **34. Audit Exceptions**

Contractor agrees to indemnify County for State and/or federal audit exceptions, whether resulting from contract non-compliance on the part of Contractor or otherwise, and for claims made against County arising from Contractor performance of this contract.

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CONTRACTOR is subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Government Code Section 8546.7.

### **35. Conditions Prerequisite to Payments**

Notwithstanding any other provision of the contract, the County may elect not to make payment on this contract if:

- a. Misrepresentation. Contractor, with or without knowledge, makes any misrepresentation of a substantial nature with respect to information furnished to the County.
- b. Litigation. There is pending litigation with respect to the performance by Contractor of any of its duties or obligations hereunder which may jeopardize or adversely affect carrying out the project, including any court action or proceeding involving the Federal Bankruptcy Act.
- c. Default. Contractor is in default under any provision of the contract.
- d. Unauthorized Actions by Contractor. Contractor shall have taken any action pertaining to this contract which required prior County approval, without having first received said approval.
- e. Fiscal and Non-Fiscal Reporting. Contractor has not submitted the required statements and reports as specified in this contract.

### **36. Reimbursement from Other Sources**

Contractor shall not claim reimbursement from County, or apply sums received from County, with respect to that portion of its obligations, which have been paid by another source of revenue.

### **37. Authority to Bind/Independent Contractor**

By entering into the contract, the Contractor certifies it is qualified and licensed to conduct business in the State of California. The Contractor is an independent contractor and not an employee or agent of the County. Upon request, the Contractor will provide proof that the person(s) executing this contract on behalf Contractor have authority to so execute this contract and to bind Contractor to the performance of its obligations hereunder.

### **38. Standard of Conduct/Conflict of Interest**

The Contractor hereby assures that in administering the contract, it will comply with the standards of conduct hereinafter set out for maintaining the integrity of the contract and avoiding any conflict of interest in its administration.

- a. General Assurance: Every reasonable course of action will be taken by the Contractor in order to maintain the integrity of the expenditure of public funds and to avoid any favoritism, questionable or improper conduct. The contract will be administered in an impartial manner, free from improper personal, financial or

## GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS

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political gain.

- b. Nepotism: Under this contract no relative by blood, adoption or marriage of any executive of the Contractor will be eligible for enrollment in services provided by the Contractor. For the purpose of this contract, a relative by blood, adoption, or marriage will include: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent, stepchild, stepbrother, stepsister, grandfather, grandmother, granddaughter, or grandson.
- c. Conducting Business Involving Close Personal Friends and Associates: Executives and employees of the Contractor will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.

### 39. Technical Assistance

All requests for technical assistance must be submitted in writing. Requests should specify the problem area, particular assistance being requested, and proposed or desired solution.

### 40. Corrective Action

The management, administration and implementation of all the terms and conditions of the contract shall be performed in a manner satisfactory to the County. In the event that the County determines the Contractor's performance to be unsatisfactory, the County may act in its own best interest, including, but not limited to:

- a. Requiring corrective action within specific time frames;
- b. Withholding payment;
- c. Disallowing inappropriate claims, payments, or costs;
- d. De-obligating contract funds;
- e. Terminating or suspending the contract; or,
- f. Debarment from Program Operations for a prescribed period of time.

If the Contractor determines that the program described in the contract is not functioning as intended, the Contractor shall notify the County immediately by telephone, followed by written notice, which may result in bilateral corrective action or adjustment of payment terms or extension of contract period through modification of the contract.

### 41. Penalties

If the Contractor fails to comply with the contract, the County may withhold all or any portion of amounts otherwise payable under the contract. The Contractor agrees that performance satisfactory to the County is essential to the life of the contract. Performance that does not meet programmatic and financial requirements in the contract, will constitute non-compliance with the terms of the contract. In this event, the County may require the Contractor to present a Program Improvement Plan, including the date(s) by which

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improved results may be expected, or to present just cause for modification of the contract.

The Contractor has ten (10) working days from receipt of notification in which to respond with a written Program Improvement Plan acceptable to the County, deficiencies correction, or with just cause for Contract Modification. If the Contractor does not respond within the appointed time, or does not present an acceptable written response, the County may immediately modify, suspend, or terminate the Contract.

### **42. Staff Representatives**

The staff representative for the County is the **Contracts Manager** and may be reached at 855 Partridge Drive, Ventura, California 93003, (805) 477-5442. The staff representative for the Contractor shall be Contractor's Executive Director or CEO unless otherwise specified.

### **43. Copyrights (applicable only if funds provided are used to develop a copyright or if purchasing ownership of a copyright)**

The application of this clause is limited to those awards, which involve the use or development of copyrighted materials. Contractor shall comply with copyright regulations cited in the Code of Federal Regulations (Title 29 -- LABOR, Part 97 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Subpart C - Post-Award Requirements -- Section 97.34 --Copyrights) as follows:

The Federal awarding agency, State of California, and County reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government, State, or County purposes:

- a. The copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and
- b. Any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support.

### **44. Signatures**

The agreement is of no force and effect until signed by the authorized representatives of the Contractor and County.

### **45. Remedies**

Noncompliance or failure to perform may result in a demand for corrective action, disallowance of costs, suspension or termination of contract, set-off of damages from monies due under this or other contracts with Contractor, whether related or unrelated, or such other lawful remedies as the County may determine are appropriate; and may include debarment for a year or more.

### **46. Employment of Convicted Individuals**

The Contractor certifies that none of its officers, agents, employees, servants, subcontractors or contract signatories associated with funds available under the Contract

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have been convicted of fraud, theft, misappropriation of funds, embezzlement, or related/similar crimes and torts including, but not limited to, crimes and torts of moral turpitude in the last five (5) years.

#### **47. Drug-Free Workplace Certification**

Contractor shall comply with 20 CFR Section 667.200(d) which states, in part, that contracts must have language requiring compliance with government-wide requirements for a Drug-Free workplace. 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 1988 and will provide a drug-free workplace by taking the following actions:

- a. 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.
- b. Establish a Drug-Free Awareness program as required to inform employees about:
  - 1) The dangers of drug abuse in the workplace;
  - 2) The person's or organization's policy of maintaining a drug-free workplace;
  - 3) Any available counseling, rehabilitation and employee assistance programs; and,
  - 4) Penalties that may be imposed upon employees for drug abuse violations
- c. Every employee who works on the proposed contract or grant:
  - 1) Will receive a copy of the company's drug-free policy statement; and,
  - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

#### **48. Debarment and Suspension Certification**

Contractor shall comply with 20 CFR Section 667.200(d) which states, in part, that contracts must have language requiring compliance with government-wide requirements for Debarment and Suspension. By signing this agreement, the Contractor hereby certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98.510, that the Contractor, to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from, covered transactions by any Federal department or agency;
- b. Have not, within the three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false

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statements, or receiving stolen property;

- c. 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 paragraph 2 of this certification; and
- d. Have not, within a three-year period preceding this contract, had one or more public transactions (Federal, State, Local) terminated for cause or default.

When the Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this agreement.

### **49. Modification Provision**

Any change in the contract or its attachments shall require written approval by both parties before becoming effective.

Notwithstanding the first paragraph, the County may unilaterally modify the contract whenever such action may be required to accommodate:

- a. Any change in any applicable local, state, or federal laws, regulations, rules, policies, or grant terms providing funding under the contract;
- b. Modifications to the contract must be in writing. Contract modifications will not be retroactive unless mutually agreed.

### **50. Fiscal Control**

The Contractor will establish such fiscal controls and accounting procedures as required by applicable State and Federal regulations, County requirements or any amendments thereto, or as may be deemed necessary by the Governor of the State of California to assure the proper disbursement of, and accounting for, Federal funds paid to the Contractor under the contract. The Contractor will comply with applicable Office of Management and Budget (regulations, 2 CFR 200, and code of Federal Regulations as amended.)

### **51. Submittal and Payment of Claims and Source Documents**

Payments shall be made within thirty (30) days of legitimate, accurate and timely fiscal claims and invoices. Original source documents (billing claims/invoices, along with any required back-up) are due within ten (10) calendar days of their effective dates, unless otherwise specified by County. Failure to comply with this requirement may result in a demand for corrective action or other appropriate remedy. Payments will not be construed as a waiver of the County's right to challenge the level of the Contractor's performance or the allowability of such claims under the Contract, and to seek appropriate legal remedies.

### **52. Program Income**

Program income is defined as income received by the Contractor that is directly generated by a grant or sub-grant supported activity, or earned only as a result of the grant or sub-grant.

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- a. Program income includes:
  - i. Interest income earned on advances of sub-grant funds; for example, interest earned on an advance to a Contractor;
  - ii. Income from fees for services performed and from conferences; for example, excess revenue earned on a training conference or fees charged for utilization of systems developed using WIOA or other funds;
  - iii. Income from the use or rental of real or personal property acquired with grant or sub-grant funds; for example, income earned from the subleasing of a facility for use by a social service group;
  - iv. Income from the sale of commodities or items fabricated under a grant or sub-grant; for example, income from any product developed by a Contractor or participant with WIOA or other funds; and,
  - v. Revenues earned by a governmental or private non-profit Service Provider under a fixed price or reimbursable award that are in excess of the actual costs incurred in providing the services; for example, a Contractor who earns more than the cost of running the program.
  
- b. Program income does not include:
  - i. Rebates, credits, discounts, refunds, etc., or interest earned on any of them;
  - ii. Taxes, special assessments, levies, fines, and other such governmental revenues raised by a recipient or sub-recipient; or,
  - iii. Income from royalties and license fees for copyrighted material patents, patent applications, trademarks, and inventions developed by a recipient or sub-recipient, unless developed using funds awarded under WIOA or other funds as identified by County.

Program income shall only be spent on allowable program activities during the term of the contract, and limited for use to the WIOA title under which it was earned. All unexpended program income shall be returned to the County within fifteen (15) days after the end of the contract period. All program income and expenditures must be reported to the County. In the event that program income is not reported and/or spent prior to the Contract closeout, the County shall withhold final payment(s) until revenues are identified and/or returned.

### **53. False Claims**

Any person who:

- a. knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval;
- b. knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim;
- c. conspires to commit a violation of subparagraph (A), (B), (D), (E), (F), or (G);
- d. has possessions, custody, or control of property or money used, or to be used, by the Government and knowingly delivers, or causes to be delivered, less than all of that money or property;
- e. is authorized to make or deliver a document certifying receipt of property used, or to be used, by the Government and, intending to defraud the Government, makes

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or delivers the receipt without completely knowing that the information on the receipt is true;

- f. knowingly buys, or receives as a pledge of an obligation or debt, public property from an officer or employee of the Government, or a member of the Armed Forces, who lawfully may not sell or pledge property; or
- g. knowingly makes, uses, or causes to be made or used, a false record or statement material to an obligation to pay or transmit money or property to the Government, or knowingly conceals or knowingly and improperly avoids or decreases an obligation to pay or transmit money or property to the Government,

is liable to the United States Government for a civil penalty of not less than \$5,000 and not more than \$10,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461 note; Public Law 104-410), plus three (3) times the amount of damages which the Government sustains because of the act of that person.

#### **54. Protection of Personally Identifiable Information (PII)**

Contractor shall comply with Training and Employment Guidance Letter No. 39-11 dated June 28, 2012 which states, in part, that Contractors are required to protect PII when transmitting information, but are also required to protect PII and sensitive information when collecting, storing and/or disposing of information as well. Contractors shall ensure that any PII used during the performance of the contract has been obtained in conformity with applicable Federal and state laws governing the confidentiality of information. A Contractor's failure to comply with PII requirements identified in the Training and Employment Guidance Letter No. 39-11, or any improper use or disclosure of PII for an unauthorized purpose, may result in the termination or suspension of the contract, or the imposition of special conditions or restrictions, or such other actions as may deem necessary to protect the privacy of participants or the integrity of data.

#### **55. Domestic Preference for Procurements**

Per 2 CFR section 200.322, if this contract involves a "Federal award" as defined in 2 CFR section 200.1, the Contractor should, to the greatest extent practicable, 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), in alignment with the Buy American presidential executive orders (E.O. 13788 and E.O. 13858).

## **B. WORKFORCE INNOVATION & OPPORTUNITY ACT (WIOA) PROGRAMS**

Note: In addition to the above provisions, all Contractors receiving Workforce Innovation & Opportunity Act (WIOA) funds are required to comply with the following additional provisions:

### **1. Compliance**

In its performance under the contract, the Contractor will comply with the requirements of:

- a. The Workforce Innovation & Opportunity Act (WIOA, Public Law 105-220), all Federal regulations and Governors' policies and procedures issued pursuant to

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the Act, and any new legislation, regulation, policy and procedures which may replace or amend the Act.

- b. The terms and conditions of the Contract 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 Workforce Innovation & Opportunity Act Regulations, County Contract Directives and Policies.
- c. The Contractor represents and warrants that it is familiar with all laws, regulations, rules and County policies and procedures affecting its requirements under the Contract. The Contractor will obtain all necessary permits and licenses for its performance of the Contract. Measured performance below goals and standards and/or non-compliance with applicable rules and regulations will constitute non-compliance with the terms of the contract.

### **2. Charging of Costs**

The Contractor will comply with Federal Regulations 29 CFR 97, as they may be amended from time to time, as they relate to charging direct and indirect costs.

### **3. Allowable Costs**

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

- a. Be necessary and reasonable for the performance of the contract.
- b. Be allocable to the contract.
- c. Conform to any limitations or exclusions set forth in the contract.
- d. Be consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the non-federal entity.
- e. Be accorded consistent treatment.
- f. Be determined in accordance with generally accepted accounting principles.
- g. Not to be used to meet cost sharing or matching requirements of any other federally-financed program (without prior approval from the County).
- h. Be adequately documented.

### **4. 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 Contracts 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

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Reg. 667.270)

### **5. 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)

### **6. Minimum Wage**

Individuals employed in activities authorized under the Act 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)

### **7. 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.

### **8. Additional Nondiscrimination and Equal Opportunity Provisions**

In accordance with 29 CFR 37 and 29 CFR 38, as a condition to the award of financial assistance from the Department of Labor under Title I of the Workforce Innovation and Opportunity Act, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws: Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, gender identity and transgender status), national origin (including limited English proficiency), age, disability (temporary or permanent), unlawful harassment, political affiliation or belief, citizenship, or participation in WIOA.

The 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. The 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

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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.

### **9. Conflict of Provisions**

- a. In the event there is a conflict between the provisions of these conditions and the provisions of the County's Workforce Innovation & Opportunity Act (WIOA) Strategic five-year Local Plan, contract template, or scope of work including attachments thereto and the documents incorporated therein as presently worded or as amended in the future, the parties hereto agree that the provisions of the Contract will prevail pending a Contract modification to comply with the WIOA Local Plan.
- b. Variances - by negotiating to fund a proposal, the County does not necessarily accept any variances contained in the proposal. All variances submitted are subject to review and approval by the County. If any proposal contains material variances that, in the County's sole opinion, make that proposal conditional in nature, the County reserves the right to reject the proposal or part of the proposal that is declared, by the County as conditional.

### **10. Definitions**

For the purpose of the Contract, the definitions enumerated in the Act as amended, and the glossary of WIOA terms as amended, published by the State of California, 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.

### **11. Tracking Costs by WIOA Cost Category**

In order to determine reasonableness of contract costs and to comply with Federal legislation, the Contractor shall:

- a. Develop and submit to the County a Cost Allocation Plan, which identifies all costs shared among each separate funding source, WIOA, or non-WIOA.
- b. Account for Contract expenditures by WIOA Cost Categories.
- c. Maintain its accounting records and make such available to Federal, State and County auditors and/or monitors.
- d. Document and indicate in Budget and invoices submitted to the County, any in-kind costs contributed to the contract. In-kind costs shall be applied to the appropriate WIOA Cost Category.

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### **12. Financial Aid**

Educational assistance, grants and loans to WIOA participants for the purpose of supplementing training costs must reduce the costs chargeable to the Contract. The 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)

### **13. Reporting Fraud and Abuse**

All sub-recipients that receive WIOA funds shall promptly report within 48 hours to County of Ventura, Human Services Agency, Workforce Development Board all allegations of WIOA-related fraud, abuse, and other criminal activity in accordance with local directive(s).

### **14. California Labor Code, Fair Labor Standard 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:

- a. 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 the Act 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)
- b. 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.

### **15. 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.

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### **16. Recovery of WIOA Tuition and Training Refunds**

All sub-recipients that receive WIOA funds shall obtain the designated training provider's policy regarding refunds of tuitions. In accordance with local directives, sub-recipients 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.

### **17. Property Management**

#### **a. Insurance**

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

#### **b. Purchase and Maintenance of Equipment**

The Contractor shall ensure and document open competition and shall procure, in accordance with all WIOA and Federal regulations when purchasing at a cost of \$1,000 per unit or more, any property described in the Project Budget. If the low bid or quotation is not accepted by the Contractor, the County's approval of the expenditure shall be required. The 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.

The 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 Contract. 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 Contract. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.

### **18. Theft and Embezzlement**

- a. 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 the Workforce Innovation and Opportunity Act 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

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financial assistance agreement or Contract 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)).

- b. Whoever, by threat or procuring dismissal of any person from employment or 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 Workforce Innovation and Opportunity Act 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).
- c. Whoever willfully obstructs or impedes or willfully endeavors to obstruct or impede, an investigation or inquiry under the Workforce Innovation and Opportunity Act, or the regulation thereunder, shall be punished by a fine under this title, or by imprisonment for not more than one year, or by both such fine and imprisonment. (18 USC Section 665.c).

### **19. Duplicate Funding**

The 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 Contract, prior to submitting the request to the funding source. The 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 Contract. Contractor costs or earnings claimed under one contract or grant may not also be claimed under any other contract or grant.

### **20. 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.)

### **21. Selective Service Act**

The County, 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.

### **22. Employment Generating Activities Prohibition**

- a. No funds available under the Act 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.

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

### **23. Duplication of Facilities or Services**

Funds provided under this Act shall not be used to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State, or local sources, unless the Workforce Innovation & Opportunity Act Strategic Five-Year Local Plan establishes that alternative services or facilities would be more effective or more likely to achieve performance goals.

### **24. Rights**

Contractor shall comply with 29 CFR Section 97.36 (i) (8) which states, in part, that contracts must contain languages pertaining to any patent rights that might be discovered under the contract. With respect to inventions made by Contractor in the performance of this contract, which did not result from research and development specifically included in the contract'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 contract'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 contract, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual property is in existence prior to the effective date of this agreement. Contractor hereby grants to County and state, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this contract, 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 contract, 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.