

**AGREEMENT BETWEEN COUNTY OF HUMBOLDT  
AND SHASTA COUNTY PRIVATE INDUSTRY  
COUNCIL, dba SMART BUSINESS RESOURCE  
CENTER FOR 2018 NATIONAL HEALTH  
EMERGENCY PHASE II OPIOID CRISIS  
NATIONAL DISLOCATED WORKER SERVICES  
JULY 1, 2019 THROUGH SEPTEMBER 30, 2020**

This Agreement, entered into this 1st day of July, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Shasta County Private Industry Council dba Smart Business Resource Center, hereinafter referred to as "CONTRACTOR," collectively referred to as "PARTIES," is made upon the following considerations:

WHEREAS, the COUNTY has received funding from the California State Employment Development Department (EDD) as provided by the Department of Labor 2018 National Health Emergency (NHE) Phase II Opioid Crisis National Dislocated Worker grant funds and,

WHEREAS, the EDD makes available NHE Phase II Opioid Crisis National Dislocated Worker funding through a sub-grant agreement with the COUNTY; and

WHEREAS, the EDD sub-grant permits the use of NHE Phase II Opioid Crisis National Dislocated Worker funds for Dislocated Worker services activities; and

WHEREAS, COUNTY, by and through its County Administrative Office – Economic Development Division (EC-DEV), is the fiscal and administrative agent overseeing these funds; and

WHEREAS, the EDD requires that a community board, called the Humboldt County Workforce Development Board (HC-WDB), oversee the use of these funds on behalf of the Humboldt County Board of Supervisors; and

WHEREAS, COUNTY, by and through HC-WDB, desires to retain qualified professionals to perform Dislocated Worker services activities in compliance with the terms and conditions set forth in NHE Phase II Opioid Crisis National Dislocated Worker grant; and

WHEREAS, CONTRACTOR will provide project coordination in conjunction with COUNTY staff; and

WHEREAS, CONTRACTOR has represented that it is qualified to perform Dislocated Worker program coordination and service activities as required by the COUNTY;

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. DESCRIPTION OF SERVICES:

The CONTRACTOR agrees to perform the Dislocated Worker services activities described in Exhibit A – Scope of Work, which is attached hereto and incorporated herein by reference. In providing such

Dislocated Worker service activities, CONTRACTOR agrees to fully cooperate with the Workforce Development Board Executive Director, or designee thereof, hereinafter referred to as, "Executive Director."

2. TERM:

This agreement shall begin upon execution by both parties and shall remain in full force and effect through September 30, 2020, unless sooner terminated as provided herein.

3. TERMINATION:

Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the Dislocated Worker services activities required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.

- A. Without Cause. This Agreement may be terminated by COUNTY without cause upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination.
- B. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or terminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- C. Compensation Upon Termination. In the event of any termination of this Agreement, CONTRACTOR shall be entitled to compensation for NHE Phase II Opioid Crisis National Dislocated Worker services activities performed pursuant to the terms and conditions of this Agreement through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to COUNTY resulting from a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. For each fiscal year during the term of this Agreement, COUNTY shall prepare an Exhibit B - Annual Allocation form setting forth the funds allocated for this project. CONTRACTOR agrees to perform all Dislocated Worker services activities required by this Agreement for an amount not to exceed one million four hundred ninety-eight thousand two hundred twenty-five (\$1,498,225) dollars for the duration of this Agreement.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit C – Schedule of Rates, which is attached hereto and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein, shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY in writing, at least six weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices itemizing all NHE Phase II Opioid Crisis National Dislocated Worker services activities performed, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by, Executive Director. In addition, CONTRACTOR shall submit a final invoice for payment no more than thirty (30) days following the expiration or termination date of this Agreement. Payment for Dislocated Worker services activities performed, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices.

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

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COUNTY: Humboldt County Workforce Development Board  
Attention: Executive Director  
520 E Street  
Eureka, CA 95501  
Phone: (707) 445-7745

CONTRACTOR: Smart Business Resource Center  
Attention: Executive Director  
1201 Placer Street  
Redding, CA 96001  
Phone: (530) 246-4254

7. MONITORING:

CONTRACTOR agrees that COUNTY and any other duly authorized local, state or federal agencies, including, without limitation, EDD, DOL, have the right to monitor all activities related to this Agreement, including the right to review and monitor CONTRACTOR's records, programs or procedures, at any time, as well as the overall operation of CONTRACTOR's programs in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs or procedures are identified by COUNTY or any other duly authorized local, state or federal agencies. However, COUNTY is not responsible, and shall not be held accountable, for overseeing or evaluating the adequacy of the results of Dislocated Worker services activities performed by CONTRACTOR pursuant to the terms and conditions of this Agreement.

8. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapon systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY

immediately if it becomes a Nuclear Weapons Contractor, as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

9. FEDERAL DEBARMENT:

COUNTY shall assure that CONTRACTOR is not on the Federal Debarment list prior to signing this Agreement.

10. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. CONTRACTOR shall at all times remain an independent contractor with respect to the Dislocated Worker services activities to be performed under this Agreement. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits, or workers' compensation.

11. INDEMNIFICATION:

A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall indemnify, defend and hold harmless the COUNTY hereto and its Board, officers, agents, volunteers, and employees, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

B. Effect of Insurance. Acceptance of insurance required by this Agreement does not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to the Dislocated Worker services activities performed by CONTRACTOR pursuant to the terms and conditions of this Agreement regardless if any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by CONTRACTOR hereunder.

12. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
  - a. Includes contractual liability.
  - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
  - c. Is the primary insurance with regard to COUNTY.
  - d. Does not contain a pro-rata, excess only and/or escape clause.
  - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.

3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
  4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
  5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
  6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
  7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt  
Attention: Risk Management  
825 Fifth Street, Room 131  
Eureka, California 95501

County of Humboldt  
Economic Development Division  
Attention: Workforce Development Board  
Executive Director  
520 E Street  
Eureka, C

CONTRACTOR: Smart Business Resource Center  
Attention: Executive Director  
1201 Placer Street  
Redding, CA 96001  
Phone: (530) 246-4254

13. GRANTOR RECOGNITION:

CONTRACTOR shall ensure recognition of the role of the grantor agency in performing Dislocated Worker services activities pursuant to the terms and conditions of this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, CONTRACTOR shall include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

14. AMENDMENTS:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

15. TITLE TO INFORMATION AND DOCUMENTS:

A. Documents, Information and Reports. It is understood that any and all documents, information, and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writings and documents to COUNTY without exception or reservation.

B. Intellectual Property. If a book or other copyrightable material is produced by CONTRACTOR, volunteer or agent thereof, as a result of, or in connection with, the program funded by this Agreement, CONTRACTOR shall not copyright it, unless COUNTY gives CONTRACTOR prior written approval to copyright such material. Any such copyright shall be in COUNTY's name. If this Agreement results in any copyrightable material or inventions, the COUNTY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

16. PREPARATION AND RETENTION OF RECORDS:

A. Records to be Maintained. CONTRACTOR shall maintain all records that are pertinent to the Dislocated Worker services activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each Dislocated Worker services activity undertaken;
2. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with COUNTY assistance; and
3. Financial records as required by OMB Circular A-110.

B. Submission of Records and Reports. CONTRACTOR will submit, upon written request by COUNTY, any additional reports, accounts and records relating to this Agreement as may be required by the State of California or COUNTY.

C. Retention. CONTRACTOR shall retain all records pertinent to expenditure incurred under this Agreement for a period of four (4) years from the date of final payment under this Agreement, and for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by the following:

1. Records for non-expandable property acquired with funds under this Agreement shall be retained for (4) four years after final disposition of such property.
2. Records for any displaced person must be kept for four (4) years after he or she has received final payment.
3. If any litigation, claim, audit, negotiation or other actions that involve any of the records cited has been started before the expiration of the four (4) year period, then such records must be retained until completion of the actions and resolution of all issues which arise therefrom, or until the end of the regular four (4) year period, whichever occurs later.

17. AUDITS & INSPECTIONS:

- A. Legal Compliance with Audit Requirements. CONTRACTOR shall allow the COUNTY to monitor its performance of Dislocated Worker services activities pursuant to the terms and conditions of this Agreement for conformity with its state and/or federal contractual obligations. CONTRACTOR shall comply with any and all applicable audit requirements of the Single Audit Act of 1984, Public law 98-502, and the Federal Office of Management and Budget Circulars A-128, A-133, or A-110. CONTRACTOR's failure to comply with the audit requirements contained herein shall constitute a material breach of this Agreement and may result in COUNTY withholding future payments to CONTRACTOR or termination of this Agreement.
- B. Access to Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the Dislocated Worker services activities performed pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years from the date of final payment under this Agreement. CONTRACTOR hereby agrees to make all such records available at any time during normal business hours to inspection, audit, examination and reproduction by COUNTY, WIOA and any other duly authorized local, state and federal agencies, or their designated representatives. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.
- C. Notice of Audit. If CONTRACTOR is audited during the grant period, CONTRACTOR shall provide COUNTY with a copy of the audit report within ten days of receipt of the audit report.
- D. Non-compliance with Program Standards. CONTRACTOR shall fully clear any and all deficiencies noted in audit reports within thirty days after receipt of the audit report and notice of deficiency.



18. CLOSEOUTS:

CONTRACTOR's obligation to the COUNTY shall not end until all closeout requirements set forth in the sub-grant are completed. CONTRACTOR's duties during this closeout period shall include but are not limited to: making final payments; disposing of program assets, including, without limitation, the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the COUNTY; and determining the custodianship of records.

19. PROCUREMENT:

CONTRACTOR shall comply with any and all applicable COUNTY policies concerning the purchase of equipment and shall maintain inventory records of all non-expandable personal property, as defined by any such policies, as may be procured with funds provided herein. All program assets, including, without limitation, unexpended program income, property and equipment, shall revert to COUNTY upon termination of this Agreement.

20. SUBCONTRACTS:

- A. Approvals. CONTRACTOR shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the COUNTY prior to the execution of such agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.
- B. Monitoring. CONTRACTOR will monitor all subcontracted Dislocated Worker services activities on a regular basis to assure compliance with the terms and conditions of this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence to follow-up actions taken to correct areas of noncompliance.
- C. Content. CONTRACTOR shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- D. Selection Process. CONTRACTOR shall undertake to ensure that all subcontracts executed in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the COUNTY along with documentation concerning the selection process.
- E. Nondiscrimination. CONTRACTOR shall include the foregoing provisions in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractors.

21. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. CONTRACTOR agrees to protect all confidential records and client confidentiality in conformance with any and all applicable local, state and federal laws and regulations, policies, procedures and standards, including, but not limited to: Division 19 of the California Department of Social Services Manual of Policies and Procedures  
– Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328,

10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

- B. Continuing Compliance with Confidentiality Laws. COUNTY and CONTRACTOR acknowledge that local, state and federal laws, regulations, standards and contractual requirements pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendments of this Agreement may be required to ensure compliance with such developments. The parties agree to promptly enter into negotiations concerning an amendment to this Agreement consistent with the standards and requirements with any and all applicable local, state and federal laws, regulations, standards or contractual requirements.

22. CONFLICT OF INTEREST:

CONTRACTOR and their staff shall avoid organizational and personal conflicts of interest or the appearance of conflicts of interest in the performance of the Dislocated Worker services activities covered by this Agreement.

23. NONDISCRIMINATION:

- A. Compliance with Anti-Discrimination Laws. CONTRACTOR hereby assures that it, and its subcontractors, shall comply with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, California Welfare and Institutions Code Section 10000, United States Executive Order 11246, as amended, the Americans with Disabilities Act of 1990, the California Fair Employment and Housing Act and any other applicable local, state and federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in 2 C.C.R. Sections 8101, et seq., are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

- B. Provision of Professional Services. Consistent with the requirements of any and all applicable local, state, and/or federal laws and regulations, including, but not limited to, 42 C.F.R. Section 438.6(d)(3)-(4), CONTRACTOR shall not engage in any unlawful discriminatory practices in the admission of participants, assignments of accommodations, treatment, evaluation, employment or personnel, or in any other respect on the basis of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal ordinances, laws or regulations.

- C. Employment Practices. In connection with the Adult and Dislocated Worker services

activities performed pursuant to the terms and conditions of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any employee, or applicant for employment, because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal ordinances, laws or regulations. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to the factors referenced above. Such actions shall include, without limitation: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and career development opportunities and selection for training, including apprenticeship. Nothing herein shall be construed to require the employment of unqualified persons.

- D. Solicitations for Employment. CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on-behalf of CONTRACTOR, state that it is an Equal Opportunity or Affirmative Action employer. All qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, national origin, physical or mental disability, age or status as a disabled veteran or veteran of the Vietnam era.

Notification to Current and Prospective Employees. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the federal government, setting forth the provisions of the Equal Opportunity Clause of Section 503 of the Rehabilitation Act of 1973 and the Affirmative Action Clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 United States Code ("U.S.C.") Section 4212). Such notices shall state CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin, physical or mental disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

- E. Compliance with Legal Standards Regarding Non-Discrimination in Federally Assisted Programs. CONTRACTOR shall comply with all the provisions of, and furnish all information and reports required by, Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. Section 4212) and Federal Executive Order No. 11246, as amended, including by Executive Order 11375 – "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 C.F.R. Part 60 – "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations and relevant orders of the Secretary of Labor pertaining to the prohibition of discrimination against qualified disabled persons in all federally assisted programs or activities, as detailed in regulations found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
- F. Disadvantaged Business Enterprise. CONTRACTOR will use its best efforts to afford minority-, women-, and disabled veteran-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "disadvantaged business enterprise" means a business at least fifty-one percent owned and controlled by minority

group members, women or disabled veterans. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. CONTRACTOR may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

- G. Access to Records Regarding Non-Discrimination Compliance. CONTRACTOR shall furnish all information and reports required by Federal Executive Order No. 11246, as amended, including by Executive Order 11375 – "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 C.F.R. Part 60 – "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the rehabilitation Act of 1973, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by authorized representatives of the State of California and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- H. Sanctions for Non-Compliance. In the event of CONTRACTOR's non-compliance with the requirements of the provisions set forth herein, or with any federal rules, regulations or orders referenced herein, this Agreement may be cancelled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further state and federal contracts in accordance with procedures authorized in Federal Executive Order No. 11246, as amended, and such other sanctions that may be imposed, and remedies invoked, as provided in Federal Executive Order No. 11246, as amended, including by Executive Order 11375 – "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 C.F.R. Part 60 – "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- I. Incorporation of Provisions. CONTRACTOR shall include the foregoing provisions in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246, as amended, and such other sanctions that may be imposed, and remedies invoked, as provided in Federal Executive Order No. 11246, as amended, including by Executive Order 11375 – "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 C.F.R. Part 60 – "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or of the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. Section 4212), so that such provisions will be binding upon each subcontractor or vendor.

24. NEPOTISM:

CONTRACTOR shall not employ any participant in a staff, administrative, work experience, or on-the-job training position who is the wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, stepparent, stepchild, son-in-law, or daughter-in-law of any individual who is employed in an administrative capacity by either of the parties hereto. Administrative capacity includes those who have selection and hiring responsibilities or authority, instructors, counselors, and all staff involved in administrative, training or Dislocated Worker services activities. Administrative capacity also means all elected and appointed officials who have any responsibility for obtaining approval of any grant funded under the WIOA, as well as other officials who have any influence or control over the administration of the

program. Persons who are economically disadvantaged and serving on HC-WDB are not considered to be in an administrative capacity.

25. POLITICAL ACTIVITIES:

- A. Contributions. CONTRACTOR agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or any extent engaged in the conduct of political activities in violation of U.S.C. Chapter 15 of Title V.
- B. Lobbying. CONTRACTOR hereby certifies that no funds received pursuant to the terms and conditions of this Agreement shall be used for lobbying and agrees to comply with the Byrd- Anti Lobbying Amendment, as required by 20 C.F.R. 667.200(a) and 29 C.F.R. 93.110.
- C. Training and Employment. CONTRACTOR hereby certifies that no participant shall be trained or employed at worksites that are involved in partisan or non-partisan political activities.

26. RELIGIOUS ORGANIZATION:

CONTRACTOR agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with any and all applicable local, state and federal regulations.

27. FRAUD AND ABUSE:

CONTRACTOR shall establish procedures, be alert to and promptly report to the COUNTY within twenty four (24) hours, all allegations of EDD-related fraud, abuse and criminal activity regarding any involvement with EDD funds or EDD -funded activities in accordance with EDD WIOA Directive D02-03. CONTRACTOR shall prepare a clear, concise written report of each incident and submit such report to the COUNTY within one (1) working day of original notice of allegations.

28. DISPLACEMENT:

No employee of an employer executing an employer agreement shall be displaced by any participant, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits. Funds provided by this Agreement shall be used to supplement, not to supplant, the level of funds that would otherwise be made available from non-federal sources. No jobs shall be created that will infringe in any way upon the promotional opportunities of currently employed individuals.

29. UNIONS AND WORK STOPPAGES:

No participant may be required to join a union, unless there is in effect a union security provision in an Employer-Employee Agreement entered into by an employer who has executed an employer agreement. In case of a work stoppage, a non-unionized participant must be removed from the worksite.

30. EXISTING CONTRACTS:

No program shall impair existing contracts for services or collective bargaining agreements. If a program is to be instituted and a bargaining agreement is in effect, such program shall be undertaken only with the written concurrence of the labor organization and the employer concerned.

31. OVERTIME, COMPENSATORY TIME AND VACATION:

CONTRACTOR shall not authorize any employee or participant whose salary is funded in whole or in part under this Agreement to perform any Dislocated Worker services activities required hereunder for which overtime pay would be required. Any overtime pay, which may become due,

shall not be paid by COUNTY. Overtime pay does not include consideration for compensatory time as provided for in state and federal law. Any compensatory time accrued by a participant must be taken prior to the participant's termination from the program. COUNTY shall not pay any compensatory time, which may become due after termination.

32. EMPLOYMENT BEYOND AUTHORIZED TERM:

CONTRACTOR shall be liable for, and shall pay from its own funds, any wages accrued by a participant for time such participant may work beyond the term authorized by WIOA Regulations or the employer agreement.

33. PROGRAM INCOME:

Any and all program income generated by CONTRACTOR during the performance of this Agreement shall be accounted for in accordance with the terms and conditions set forth herein. CONTRACTOR agrees that it will account for program income by maintaining a program income account and remitting all funds from such account to COUNTY on a quarterly basis. All remittances must be clearly marked "Program Income" and must indicate the period covered.

34. EDUCATIONAL ASSISTANCE:

CONTRACTOR shall provide COUNTY with a list of NHE Opioid Crisis National Dislocated Worker participants enrolled in employment training programs who have applied for or are receiving Educational Assistance funds within three weeks of the beginning of each training, or school, term.

35. WORKING CONDITIONS:

CONTRACTOR agrees that no participant shall be required or 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.

36. DRUG-FREE WORKPLACE CERTIFICATION:

CONTRACTOR certifies that it will comply with the requirement of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, et seq.), and will provide a drug-free workplace by doing all of the following:

A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.

B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:

1. The dangers of drug abuse in the workplace;
2. CONTRACTOR'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. Drug-Free Employment Agreement. Ensure, as required by California Government Code

Section 8355(a)(3), that every employee who performs Dislocated Worker services activities pursuant to the terms and conditions of this Agreement will:

1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
2. Agree to abide by the terms of CONTRACTOR's Drug-Free policy as a condition of employment.

D. Effect of Non-Compliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement, and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

37. ENERGY EFFICIENCY:

CONTRACTOR assures it will comply with the standards and policies relating to energy efficiency which are contained in the State of California Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat. 871). [53-FR 8069; Mar. 11, 1988, as amended at 60 FR 19639, 19643, Apr. 19, 1995].

38. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

39. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

40. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

- A. General Legal Compliance. CONTRACTOR agrees to comply with all local, state and federal laws, regulations and policies applicable to the Dislocated Worker services activities performed pursuant to the terms and conditions of this Agreement.
- B. Funding Requirements. CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations and policies applicable to the funding provided under this Agreement. CONTRACTOR further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- C. Licensure Requirements. CONTRACTOR agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the Dislocated Worker services activities performed pursuant to the terms and conditions of this Agreement.

41. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

42. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy, procedure, standard or contractual obligation referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

43. NOTIFICATION OF LITIGATION:

CONTRACTOR shall inform COUNTY within forty-eight (48) hours of notification of any claim or action undertaken by or against it, which affects or may affect this Agreement, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the COUNTY and the State of California.

44. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 and 395.

45. DISPUTE RESOLUTION:

If a dispute arises involving the interpretation, implementation or enforcement of this Agreement, the parties shall meet, in person and in good faith, to make every reasonable attempt to resolve the problem within thirty (30) days of discovering a material dispute. The parties agree that informal dispute resolution, including mediation, should an in-person meeting prove unsuccessful, shall be attempted prior to seeking recourse from the courts.

46. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

47. ASSIGNMENT:

CONTRACTOR shall not delegate its duties or assign its rights hereunder, or both, either in whole or in part, without prior written consent of COUNTY. Any assignment by CONTRACTOR in violation of this provision shall be void and shall be cause for immediate termination of the Agreement. This provision shall not be applicable to service agreements or contracts or similar arrangements usually or customarily entered into by CONTRACTOR to obtain or arrange for supplies, technical support or professional services.

48. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and assigns.



49. INTERPRETATION:

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

50. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

51. FORCE MAJEURE:

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing.

52. ENTIRE AGREEMENT:

This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements of the parties.

53. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

[SIGNATURE PAGE FOLLOWS]

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

**SHASTA COUNTY PRIVATE INDUSTRY COUNCIL dba SMART BUSINESS RESOURCE CENTER:**

By: 

Date: 7/1/19

Name: Wendy Zanotelli

Title: Executive Director

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

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

Name: \_\_\_\_\_

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

**COUNTY OF HUMBOLDT:**

By:   
Rex Bohn, Chair to Board of Supervisors

Date: 7/9/19

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By:   
Risk Management

Date: 07/02/2019

**LIST OF EXHIBITS:**

- Exhibit A – Scope of Services
- Exhibit B – Annual Allocation Form
- Exhibit C – Schedule of Rates
- Exhibit D – Department of Labor Provisions

**SCOPE OF SERVICES**  
**2018 National Health Emergency Phase II Opioid Crisis National**  
**Dislocated Worker Services July 1, 2019 through September 30, 2020**

**A. Contractor’s Role and Responsibilities.**

The CONTRACTOR shall carry out the activities for Dislocated Workers in Humboldt County as follows:

1. Provide basic career services, including but not limited to participant intake, initial assessments, orientations, employment services, and referrals to other partners and services.
2. Determine eligibility of participants based on guidelines and enroll participants into CalJOBS.
3. Provide individualized career services including, but not limited to comprehensive and specialized assessments, case management, individual employment plans, career planning and vocational training.
4. Provide training services, including but not limited to occupational skills, on-the-job, incumbent worker, entrepreneurial, and job readiness trainings.
5. Collaborate with local rehabilitation partners to place individuals in work experience and on-the-job training activities.
6. Participate on all required webinars, calls, meetings, attend layoff events and provide dislocated workers information about training, education and employment opportunities.
7. Meet annual performance measurements and outcomes.
8. Provide follow-up services for one year to all individuals who have exited the program.
9. Manage the daily operations in coordination with local fiscal agents for the lease, utilities, and other property activities in support of the AJCC premises.
10. Manage the hours of operation for the AJCC.
11. Report to the HC-WDB on operations, performance and continued improvement recommendations.
12. Implement local HC-WDB policies.
13. Agree and sign the AJCC Memorandum of Understanding pertaining to service coordination and cost sharing.
14. Participate in monthly and or annual monitoring and compliance reviews.
15. Comply with all sections of the WIOA, directives released by the EDD and the United States Department of Labor (DOL), as well as any and all policies, procedures and communications from the County that guide the operation of local WIOA programs.
16. Maintain necessary program and fiscal records. County staff will provide reporting templates or programs to report monthly and or quarterly reports.

## Exhibit A – Scope of Services

### B. County's Role and Responsibilities.

The COUNTY shall carry out the following activities:

1. Act as fiscal agent for all WIOA, EDD, DOL programs, funds and grants.
2. Provide to CONTRACTOR updated performance goals and Common Measures from the State of California within fifteen (15) working days of the date they become available, and other technical assistance or information needed to implement the grant within program guidelines.
3. Provide CONTRACTOR with technical assistance.
4. Provide CONTRACTOR with the appropriate reporting forms, collect data, and file required reports with the State of California.
5. Provide CONTRACTOR with annual allocations, budget forms, review and approve budgets, and determine minimum number of participants to be served by CONTRACTOR.
6. Monitor CONTRACTOR for compliance with this Agreement and with local, state, and federal requirements annually.

### C. Performance Monitoring

COUNTY will monitor the performance of CONTRACTOR against goals and performance standards specified in this Agreement, including the Department of Labor Provisions described in Exhibit D which is incorporated herein by reference.

Substandard performance is defined as non-compliance with this Agreement. If actions to correct, and reports of progress to remedy such substandard performance are not received by the COUNTY within ninety (90) calendar days after CONTRACTOR was notified by the COUNTY of such substandard performance, the COUNTY may initiate contract suspension or termination procedures. If actions to correct, and reports of progress to remedy such enrollment and service levels are not received from the CONTRACTOR within ninety (90) calendar days after being notified by COUNTY, de-obligation procedures will be initiated. In the event there is any conflict between the provisions in Attachment A and other provisions of this Agreement, Attachment A shall take precedence.

**National Health Emergency  
Phase II Opioid Crisis National  
Dislocated Worker Grant  
Allocation**

Funding Start Date: July 1, 2019

Funding End Date: September 30, 2020

Sub-Grant Agreement Number: K9-0012 - 1139

Funding Allocation: \$1,498,225.00

Total Amount of Funding: \$1,498,225.00

Agreed to by County Administrative Office, Economic Development Division

\_\_\_\_\_  
Economic Development Coordinator  
HC-WDB Executive Director

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

Agreed to by Shasta County Private Industry Council dba Smart Business Resource Center

  
\_\_\_\_\_  
Executive Director

Date: 7/1/19

**EXHIBIT C  
SCHEDULE OF RATES  
SHASTA COUNTY PRIVATE INDUSTRY COUNCIL,  
dba SMART BUSINESS RESOURCE CENTER  
July 1, 2019 through September 30, 2020**

1. COMPENSATION:

For each fiscal year during the term of this Agreement, COUNTY shall prepare an Annual Allocation form, setting forth the funds allocated for this project. CONTRACTOR agrees to perform all Adult and Dislocated Worker services activities required by this Agreement for an amount not to exceed one million four hundred ninety-eight thousand two hundred twenty-five (\$1,498,225) dollars.

2. INVOICES:

CONTRACTOR will submit an itemized invoice to COUNTY, using the invoice form attached hereto as Attachment I, and incorporated as part of this Agreement.

CONTRACTOR will submit invoices to COUNTY each month during the term of this Agreement. Invoices for the prior months' services are due by the 15<sup>th</sup> of the following month for each month in which Dislocated Worker services activities are performed. If the 15th falls on a Saturday, the invoice is due on the 14th.

3. PAYMENT:

Payment will be made by the COUNTY to the CONTRACTOR within 30 days of receipt of invoice.

## Exhibit D - Department of Labor Provisions

### Department of Labor ("DOL") Provisions

1. Act. Public Law 113-128, the Workforce Innovation and Opportunity Act, was enacted by the United States Congress on August 7, 1998, to consolidate, coordinate, and improve employment, training, literacy, and vocational rehabilitation programs in the United States. President Barack Obama signed the Workforce Innovation and Opportunity Act (WIOA) into law on July 22, 2014. WIOA supersedes the Workforce Investment Act of 1998 and takes effect on July 1, 2015.
2. Administrative Entity. The entity designated to administer a strategic local plan pursuant to Section 107(d)(1) of the Act.
3. Closed Out. The completion of all necessary work to ensure that, within a specific period of time: 1) all participants have completed their training and are no longer incurring debts or liabilities that can be charged to County Administrative Office, Economic Development Division; and 2) all source documents have been completed and submitted to the appropriate sections of the administration division of County Administrative Office, Economic Development Division.
4. Education Assistance Programs. Programs include, but are not limited to, the following: PELL GRANT; BOGG (Board of Governors Grant); SEOG (Supplemental Educational Opportunity Grants); EOPS (Extended Opportunity Programs and Services); CAL GRANTS (available through the California Student Aid Commission).
5. Employment Training Program. Any program, project or activity for the provision of education or training to individuals, including the provision of facilities for furnishing services and any ancillary services or other benefits provided WIOA participants.
6. Entered Employment. The category for participants who were terminated from an employment-training program and through their own efforts or the efforts of the administrative entity or the service deliverer obtains full- or part-time unsubsidized employment.
7. Fraud. Fraud is any deceitful act or omission or willful device used with the intent to obtain some unjust advantage for one party or to cause an inconvenience or loss to another party. Criminal fraud is a type of larceny and is punishable under both federal and California law as a felony. Civil fraud is subject to tort actions under civil laws. Types of fraud include embezzlement, forgery, theft, solicitation and receipt of bribes (kickbacks) and falsification of records and claims regarding trainees (*e.g.*, knowingly enrolling ineligible participants).
8. Management Information System (MIS). A system designed to gather and report program information in such a way that managers and policymakers can monitor program status. Information may be processed either manually or by data processing equipment.
9. On-Board. Refers to participant currently enrolled in employment training activities and/or services.
10. Participant. Any person participating in the expanded capacity of the programs being developed with the grant funds, *e.g.*, an enrolled student, an instructor hired to deliver the new programs, *etc.*
11. Program Income. Gross income earned by Service Deliverer from grant or agreement supported activities. Such program income includes, but is not limited to: income from service fees, sale of commodities (products), usage or rental fees and royalties on patents and copyrights.

12. Service Deliverer. An entity selected to provide employment-training services to participants.
13. Unassigned. A status given to employment training program participants who are enrolled but are not participating in a training program.

**B. SPECIAL CONDITIONS**

1. State Audit. The CONTRACTOR shall be subject to the examination and audit of the State Auditory General for a period of four (4) years after the final payment under the Agreement.
2. Equipment. The CONTRACTOR must receive prior approval from the COUNTY for the purchase and/or lease of any equipment with a per unit acquisition cost of Five Thousand Dollars (\$5,000) or more, and a useful life of more than one year. The Agreement does not give approval for equipment even if it is specified in the grant application. In the event of termination of the Agreement, equipment shall be disposed of as outlined in Section VIII(B)(2) of the Agreement.
3. Program Income. The CONTRACTOR must receive written approval prior to executing any program that could incur program income. CONTRACTOR shall submit a program income plan for approval by the COUNTY.
4. Rebates. The CONTRACTOR agrees to advise the COUNTY, in writing, of any forthcoming income resulting from lease/rental rebates or other rebates, interest, credits or any other monies or financial benefits to be received directly or indirectly as a result of or generated by the grant funds. Appropriate action must be taken to ensure that the Government is reimbursed proportionally from such income.
5. Pre-Contract. The CONTRACTOR hereby agrees that any allowable costs incurred by the CONTRACTOR pursuant to this Agreement, prior to the obligation of funds by the US DOL, are incurred at the CONTRACTOR's own risk.
6. Consultant Fees. No consultant fees over \$500 per day will be paid without prior written approval by the COUNTY and US DOL.
7. Publicity. No funds provided under this Agreement shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself. Nor shall grant funds be used to pay the salary or expenses of any grant or agreement awardee or agent acting for such awardee, related to any activity designed to influence legislation or appropriations pending before the Congress.
8. Public Announcements. When issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing project or programs funded in whole or in part with federal money, the CONTRACTOR shall clearly state the percentage of the total cost of the program or project which will be financed with the federal grant funds, and the dollar amount of federal funds for the project or program.
9. Civil Rights Compliance. CONTRACTOR agrees to comply with Title VI and Title VII of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086. In compliance with Executive Order 12928, the CONTRACTOR is strongly encouraged to provide subcontracting opportunities to Historically Black Colleges and University and other Minority Institutions such as Hispanic Service Institutions



and Tribal Colleges and University; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

10. Veteran's Priority Provisions. The programs funded under this Agreement and with funds from the US DOL are subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. A veteran must meet program eligibility requirements. The Training and Employment Guidance Letter (TEGL) No. 5-03 (September 16, 2003) provides general guidance on the scope of the veterans priority statute and its effect on current employment and training programs.
11. Audits. The required financial and compliance audits will be required in accordance with the Single Audit Act of 1984.
12. Salary and Bonus Limitations. In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under Employment and Training that are available for expenditure on or after June 15, 2006, shall be used by the CONTRACTOR or the COUNTY to pay the salary or bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149.
13. Intellectual Property Rights. The federal government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: a) the copyright in all products developed with the grant fund provided through this Agreement; and b) any rights of copyright to which the COUNTY or CONTRACTOR purchases ownership under an award (including but not limited to curricula, training models, technical assistance models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds under this Agreement may not be used to pay any royalty or licensing fee associated with any such copyrighted material, although they may be used to pay costs for obtaining a copy which are limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.

If applicable, the following needs to be on all products developed in whole or in part with grant funds:

"This workforce solution was funded by a grant awarded by the US DOL's Employment and Training Administration. The Solution was created by the grantee and does not necessarily reflect the official position of the US DOL. The US DOL makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy, or ownership. This solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner."

14. Evaluation, Data, and Implementation. The CONTRACTOR agrees to cooperate with the US DOL in the conduct of a third-party evaluation, including providing to US DOL or its authorized CONTRACTOR appropriate data and access to program operating personnel and participants in a timely manner.

### C. ASSURANCES.

1. Compliance. CONTRACTOR assures COUNTY that all aspects of CONTRACTOR's performance under this Agreement shall comply with the requirements of the Workforce Innovation and Opportunity Act (Public Law 113-128), the WIOA regulations, the Fair Labor Standards Act, the California Labor Code, and all other applicable laws and regulations.
2. Discrimination. CONTRACTOR assures it will comply with Title VI and Title VII of the Civil Rights Act of 1964 and with the Age Discrimination in Employment Act of 1978 and that no person with responsibilities in the carrying out of this Agreement will discriminate with respect to any program participant or any applicant for participant in such program because of race, creed, color, national origin, sex, religion, age, handicap, or political affiliation or belief.
3. Hold Harmless and Indemnification Agreement.
  - a. Pursuant to Government Code section 895.4, the parties to this Agreement shall indemnify, defend and hold harmless the other parties hereto and their officials, officers, agents, employees or volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which arise by the virtue of their negligent or willful acts of misconduct or omissions (either directly or through or by their officers, officials, agents employees, or volunteers) in connection with its duties and obligations under this Agreement and any amendments hereto, except such loss or damage which was caused by the sole negligence or willful misconduct of either party.
  - b. Acceptance of insurance required by this Agreement does not relieve CONTRACTOR from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by CONTRACTOR's operations regardless if any insurance is applicable or not.
2. Location of Additional Information. Copies of Humboldt County's Strategic Five-Year Local Plan and all pertinent Federal and State statutes, regulations, guidelines, bulletins, and circulars relating to this Agreement are available for inspection during regular business hours at the offices of County Economic Development Division, 520 E Street, Eureka, CA 95501 and/or Employment Training Division, 930 Sixth Street, Eureka, CA 95501.
3. Debarment, Suspension, Ineligibility, and Voluntary Exclusion. CONTRACTOR certifies that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
4. Relocation Assistance. CONTRACTOR assures that it will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
5. Clean Air Act, Clean Water Act, Environmental Protection Agency. CONTRACTOR assures that it will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
6. Certification regarding Drug-Free Workplace. As required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 *et seq.*) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, CONTRACTOR certifies that it will or will continue to provide a drug-free workplace.