



County of Ventura Human Services Agency

CONTRACTS MANUAL



Updated: September 2021

HUMAN SERVICES AGENCY

Contracts Manual

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CONTRACTS MANUAL

Human Services Agency – Contracts & Grants Unit

1. Introduction – Contracting with the County of Ventura Human Services Agency

The County of Ventura, as a unit of government, is a public institution providing a variety of services to the citizens of Ventura County. The Human Services Agency (HSA) is one of the largest Agencies in the County, employing over 1,500 employees and providing services to low-income and at-risk families throughout the County.

HSA has four departments; Children and Family Services, Adult and Family Services, Community Services and Administrative Services. The Agency also coordinates with, and houses the Workforce Administration staff supporting the Workforce Development Board of Ventura County (WDBVC). The WDBVC provides oversight and policy guidance in the operation of the federal Workforce Innovation and Opportunity Act (WIOA) programs in Ventura County. For purposes of this manual the WDBVC is included in references to “divisions/units/departments.”

Funding to provide services comes from several sources, including State and Federal grants and allocations, County general fund dollars, as well as competitive grants from local or regional partners. All funding sources have their own set of rules, regulations, performance expectations and reporting requirements, as does the County and HSA itself.

The purpose of this manual is to provide to external parties (and potential partners/contractors) as well as County and HSA staff, a general overview of the expectations of the Agency in establishing financial agreements (contracts) with outside entities to provide services to our clients, staff or our partners.

Contracts developed between the Agency, representing the County of Ventura, and outside partners are often secured through an open, competitive process and are approved by the Board of Supervisors, through formal action at a Board meeting or by the County’s General Services Agency (GSA) Procurement Services. Contracted services under \$200,000 are typically facilitated by GSA through the Purchase Order process.

It is important for prospective County contractors, as well as County staff, to understand the requirements that both the County and they will need to adhere to in order to execute a successful program or service. One key consideration is the timeframe in which certain steps in the contracting process can reasonably be expected to be completed. For example, the Request for Proposals (RFP) process takes a minimum of sixty days or more to complete, from initial development of a program concept to contract development. The approval of the contract by the Board of Supervisors itself requires a minimum of 20 days from completion and submission of all required contract documents to final approval of the contract by the Board. Since no services can be

provided prior to approval of a contract, these timelines need to be considered when developing programs or considering service needs.

Additionally, various documents need to be submitted prior to execution of any formal agreement binding the County. This manual provides detail on the types of documents and other requirements any contractor must adhere to in contracting with the Human Services Agency.

Many services to residents of Ventura County are provided through HSA partnership agreements, *i.e.*, contracts, subawards, Memoranda of Understanding or Purchase Orders, with other County Agencies and outside entities, such as community based/non-profit organizations, educational institutions, private-for-profit businesses or individual consultants. Such services typically complement other services provided directly by HSA staff and therefore there needs to be a close working relationship between HSA program staff and the contractor to ensure services are coordinated and that HSA staff are able to provide assistance to contractors in accomplishing the objectives of the contracted service.

For more information visit our website at: www.vchsa.org or contact
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2. Procurement Overview

A. Introduction

Procurement is the process through which goods or services are purchased by the County of Ventura. As an Agency of the County, HSA is subject to all applicable rules, regulations and policies of the County for such purchases. Purchasing authority to bind the County for goods or services is governed by the Ventura County Board of Supervisors. Also, the General Services Agency-Procurement Services (GSA) Purchasing Agent has delegated purchasing authority for the County pursuant to Government Code (Section 25502.5) and Ventura County Ordinance No. 4084. Except as otherwise provided by law, all purchases shall comply with the authority and requirements of the Ventura County Board of Supervisors and GSA Procurement. Failure to comply with such requirements may result in the Department/employee becoming personally liable for their purchases. In addition, compliance with any applicable State and Federal fund source procurement requirements will also be required. Therefore, when contracts are funded in part with federal funds, which is often the case, the more stringent of County or Federal thresholds and procurement methods will be used.

To that end, HSA Contracts staff assists Departments within the Agency to facilitate the purchase of services from outside vendors in accordance with the guidelines and requirements of the County and any applicable State and Federal regulations. *(Note-typically the Contracts staff is not involved in the purchase of goods/equipment for the Agency and therefore this section will apply primarily to the purchase of services)* Additional information regarding contracts and procurement may be found on the County's intranet in GSA's Procurement Guides (<http://myvcweb/index.php/general-information/2015-06-03-22-43-50>) and the [County Administrative Manual](#) (you must be logged in on the County intranet and then click on Administrative Manual under General Policies and Guidelines), as well as internal policies and procedures for contract development/approval and purchase order process referenced in this Manual. (Note, these manuals only are available on the intranet to staff logged in with County access). Generally, procurement for the purchase of services involves the following except for WIOA procurements, which differ in significant ways; and Agency personnel should consult Policy Tech (Purchase Order and Procurement Procedures) for specific guidance:

- Identification of services needed and confirmation of available contract funds in the budget
- Solicitation of vendor/service provider through a bid/request for proposal process (competitive Request for Proposals/Bids required if over \$60,000, otherwise it is at the buyer's discretion or 3 bids minimum, depending on amount and funding source)
- Selection of vendor/service provider
- Preparation and submittal of all necessary documents to process the purchase request either through GSA Procurement or the Board of Supervisors (*i.e.*, purchase request form, contract, insurance, Board letter, *etc.*)

- Obtaining all necessary approvals (*i.e.*, GSA Purchasing, Board of Supervisors, as applicable)
- Receipt of services requested

1- Purchase of Services \$200,000 or less

Contracts for purchase of services \$200,000 or less may be processed through GSA Procurement without requiring separate and specific approval by the Board of Supervisors (Section 25502.5 of the Government Code permits the GSA Purchasing Agent such authority and is further specified in County Ordinance No. 4084). The approval for such purchases follows the County's purchase order process. The process is briefly described below as well as in the attached *HSA Purchase Order and Procurement Procedures* (Attachment 1). This information is intended as a guide and does not replace the County's applicable policies, procedures and requirements for processing such purchases.

2- Purchase of Services over \$200,000

All contracts for purchase of services over \$200,000 require approval by the Ventura County Board of Supervisors. The Board approval process for contracts is briefly described in *Section IV* of this Manual. This information is intended as a guide and does not replace the County's applicable policies, procedures and requirements for processing contracts through the Board of Supervisors. The *County Administrative Manual* provides additional information on contracts and Board letter procedures for filing contracts for approval by the Board.

B. Competitive Bidding (*i.e.*, Request for Proposals)

It is the County's policy to develop maximum competition for all purchased services and to make awards on the basis of the lowest responsive, responsible and qualified bidder for the purchase of services from outside vendors or, in the case of a Request for Proposals (RFP) solicitation process, award is made with input from a selection committee in accordance with the evaluation criteria, terms and conditions stated in the RFP. The amount of the purchase contemplated will trigger the need for competitive procurement as follows:

1- Purchase of services \$10,000 or less does not require competitive bidding

and the requesting Department can recommend the vendor of their choice for approval through GSA Purchasing process. Departments should still consider cost, services, experience, *etc.* if similar services are available from more than one vendor and a reasonable comparison can be made for the best selection. Purchase of services tied directly to any federal funding source require that the Department obtain a minimum of three (3) documented quotes for items between \$10,001 and \$60,000. *Note: Federally funded programs (such as WIOA) may have more stringent requirements on the dollar limit required for competitive bidding, and Departments should review the fund source requirements and consult with HSA Contracts if needed).* Typically, purchases for this amount are processed through GSA Purchasing using the purchase order process (see *Section C. Purchase Order* below).

2-Purchase of services over \$60,000 requires competitive bidding and Departments will need to consult with HSA Contracts on the solicitation process to be developed and used to select a vendor. Exceptions to bidding (*i.e.*, sole source contracts) may be allowed in very few instances as described in *Section 3-Exceptions to Competitive Bidding Requirements* below. While there are various types of solicitation methods to secure bids for services, HSA Contracts typically uses the Request for Proposals (RFP) method as opposed to the Sealed Bid process, because solicitation for many of the contracted services we provide are more unique and specialized (*i.e.*, CalWORKs Stage 1 Child Care, Wraparound services for children, WIOA youth employment & training services, Rapid Response Business & Enhancement services, consultants, *etc.*) and selection may not necessarily be awarded to the lowest responsive and responsible bid/applicant (as in the case when purchasing goods or commodities that are generally common and available from several vendors and prices and descriptions can be reasonably compared), but rather in accordance with the RFP criteria (*i.e.*, experience, qualifications of staff, budget, fiscal/management controls, quality assurance, leveraging partners and resources, outcomes, *etc.*) and needs of the Agency. (Note-Typically, bid processes for goods/equipment are not facilitated by HSA Contracts and should be coordinated through GSA Procurement and in accordance with County policy and procedures for such purchases). The number of years a contract may be renewed without going back to competitive bid may by funding source.

Generally, the **RFP process** for services involves the following:

- RFP document including scope of work and evaluation/selection criteria developed in conjunction with requesting Department Manager and/or Programmatic Contract Liaison and HSA Contracts.
- RFP released by HSA to Public with open and due dates specified (*i.e.*, notice emailed to RFP Email Distribution List, placed on Agency website, available as download from Agency website or pick-up at HSA, an ad may be placed in the newspaper at the Department's request). A Bidders Conference is held, if deemed necessary. *Note:* HSA RFPs are posted on the following website: <https://www.ventura.org/human-services-agency/requests-for-proposal-rfps-and-related-solicitation-documents/>
- Proposals received from applicants in response to RFP solicitation by due date.
- Proposals evaluated and scored (see Proposal Review and Scoring Process below) and Vendor(s) selected.

Following this process, the contract is then developed with the successful applicant in accordance with the RFP criteria and the applicant's proposal and submitted to the Ventura County Board of Supervisors for approval or GSA Procurement in accordance with the appropriate contract approval process. (See *Section 4* of this Manual and *Attachment 2- RFP/Contract Development Policy* for overview.)

- 2- **Exceptions to competitive bidding may be allowed in few instances. Such exceptions are referred to as “Request to Waive Bid Requirements,” “Non-competitive,” or “Sole Source” awards.** Request to Waive Bid Requirements requests should not be made unless the Department is confident that the request is reasonable, appropriately justified to meet the County’s or fund source requirements, and can withstand a possible audit. Request to Waive Bid Requirements/brand purchasing minimizes or eliminates competition and should be avoided whenever possible. Written justification is required to support Request to Waive Bid Requirements requests and may or may not be approved. The County’s *Request to Waive Bid Requirements* justification form is attached for reference as Attachment 3. The form must be completed, signed by the appropriate Department Manager or HSA Director and Administrative Deputy Director, and submitted along with other required purchasing documents to GSA Procurement with a copy to HSA Contracts. The Ventura County Board of Supervisors may also approve Request to Waive Bid Requirements awards when submitted to the Board for approval as such. In certain situations, Request to Waive Bid Requirements recommendation may be necessary when, after sufficient solicitation, only one proposal/letter of interest was received and the proposal meets the requirements of the RFP and Agency. For contracts using federal funds, allowable reasons for non-competitive contracts include:
- The good or service is available from only one source.
 - Public exigency or emergency creates an immediate procurement need (for example, a flood or fire that requires the immediate availability of services).
 - The federal awarding agency or pass-through entity authorizes the specific noncompetitive procurement (upon a formal request for approval).
 - Competition is determined inadequate. This usually occurs after a competitive process has been used and there are insufficient bidders.

4- Proposal Review and Scoring Process

All proposals received in response to an RFP will be subject to a standard review process developed by HSA. When a competitive procurement process such as an RFP is used to select a contractor for service delivery, the RFP includes descriptive information on the project categories that will be reviewed, evaluated and scored in order to determine the applicant’s responsiveness to the specifications/requirements contained in the RFP and to determine which applicant(s) will best meet the needs of the County. Once proposals are received pursuant to a solicitation request, an initial review/screening is conducted by HSA Contracts staff to determine if the proposal is complete, in the required format, and complies with the requirements of the RFP. For example, we will determine whether the required submittal items requested under the RFP (*i.e.*, project narrative, budget, audit, organization chart, staffing plan/descriptions, sample reporting forms, other items, *etc.*) have been provided by the applicant. Failure by an applicant to meet all of the requirements in the RFP may result in a rejected proposal.

Following this initial screening, proposals deemed complete are then sent to an objective panel of reviewers solicited by the relevant HSA Program staff and

provided information by HSA on the review process. The panel can include staff from HSA, external county departments other public/government agencies, community-based organizations, or other identified stakeholders for the service being procured. The panel reviews and scores proposals on the basis of the criteria identified in the RFP. The RFP review categories typically include, but are not limited to: administrative/fiscal capability, project description/scope of services, performance measures and evaluation, qualifications of staff and/or staffing plan, and fiscal responsibility and budget. Each category is assigned a maximum point value (note-more points are assigned based on the value of the category), with the combined total of all categories usually totaling 100 points. On occasion, bonus points may be awarded for certain criteria if deemed appropriate by the requesting Department.

The scores of the evaluators will then be tabulated and provided to the Department Deputy Director requesting the service. The Department Deputy Director will utilize the scoring, comments and ranking of the proposals, along with any other relevant, discretionary and valid criteria in making a final recommendation on contract award(s). Thus, the highest scoring proposal will NOT necessarily be the one that is finally recommended for funding. The final recommendation will be submitted to the Agency Executive Director for approval and notification of all RFP respondents.

When the proposal selected is not the highest scoring proposal, sufficient justification must be provided in writing to HSA Contracts to validate recommendation of award, particularly when the margin of point differences is significant. Typically, award is made to a single vendor unless otherwise specified in the RFP. When, after sufficient advertising, only one proposal is received in response to a competitive procurement, the proposal is still evaluated and scored in accordance with the proposal review process specified above to determine compliance with the requirements of the RFP. If the proposal satisfactorily meets the requirements of the RFP, recommendation for Request to Waive Bid Requirements award of the contract may be made and the contract presented for approval in accordance with County policy.

C. Purchase Order

Purchase Orders are defined in the County of Ventura GSA Procurement Guide, Chapter 4. The GSA Procurement Guide can be accessed via the County intranet (<http://myvcweb/index.php/general-information/2015-06-03-22-43-50>). Moreover, HSA has developed an internal policy to assist HSA Departments in understanding the purchase order process. As previously mentioned this policy is included as Attachment 1 to this Manual for reference and can also be accessed via HSA's PolicyTech website. While HSA's purchase order policy serves as a guide and supports the County process, GSA Procurement policies and procedures are the ultimate authority for processing purchase orders in accordance with applicable County policy. **Unless a separate contract document is executed, a purchase order in itself is a legally binding contract.** The purchase order is the County's commitment for the value of the material or service ordered. It is a legal document. When a purchase order is issued by GSA as an

acceptance of a bid, quotation, or offer, a contractual relationship is established. (See Attachment 4 for sample purchase order request email.)

Generally, the purchase of goods or services through GSA Procurement involves the processing of a requisition (a formal request for product or services) generated by the requesting Department and that provides the necessary information (*i.e.*, cost, vendor, service description, terms, *etc.*) along with other required documents (*i.e.*, insurance, scope of work, *etc.*) to establish a purchase order and encumber funds (via the County's Financial Management System through the Auditor-Controller) for payment of such goods or services. Following the Department's submittal of a completed requisition and certain required documents to GSA Procurement, the subsequent issuance of a purchase order constitutes final approval. Authorization for payment can then be made per the terms of the purchase order for services rendered or goods provided. Under no circumstances may services begin prior to the execution of the final purchase order. There are several other procurement methods (other than the requisition process) that may be used by GSA Procurement for purchases as described in GSA's Procurement Guide. However, the scope of this Manual is limited to the requisition process, as it is typically used for purchase of services that may involve assistance by HSA contracts.

Purchase Orders can be for "one-time" purchases (*i.e.*, finite quantity of products or services such as annual membership dues, registrations, one-time projects, *etc.*) or "blanket" purchase orders (purchases made on an as needed basis such as for consultants or when multiple payments are to be made over the course of the year for services). During the course of the year it may be necessary to execute "**change orders**" to the purchase order (*i.e.*, increase or decrease the amount, changes in scope of work, *etc.*) Should this be necessary, the requesting Department will provide the necessary changes/information in writing to HSA Fiscal and request that the purchase order be changed accordingly. HSA Fiscal will coordinate the change order process in accordance with County policy.

D. Purchase Order Contract

When processing a purchase order over \$25,000, a separate contract document (separate and apart from the purchase order itself) is typically required. GSA Procurement uses a Standard Services Contract and will provide it to Departments upon request. The standard contract has been approved by County Counsel. Use of any other contract other than the standard contract or making material changes to the standard contract, will require County Counsel approval (see Attachment 5- copy of *Standard Contract* used by GSA Purchasing).

It should be noted that HSA's contract boilerplate for most contracts over \$200,000 is similar in form and content to the standard contract used by GSA (note-the contract boilerplate used by HSA is referenced in Section 4 of this Manual). However, HSA includes other exhibits/attachments to the contract (*i.e.*, scope of work, budget, outcomes, assurances and certifications) that are specific and unique to the services and vendors with whom we contract. Because we typically submit our contracts to the Board of Supervisors for approval and they are reviewed by County Counsel as to form

and content, our contract boilerplate may be acceptable to GSA Procurement as the contract to be used as an attachment to a purchase order, when applicable. HSA will comply with any necessary GSA Procurement contract requirements as directed by GSA, when a contract is required as an attachment to a purchase order.

HSA Departments needing assistance in the development of a contract as part of the purchase order request, should consult with the HSA Contracts & Grants Unit for assistance. Also, if a vendor uses their own contract and requests that it be signed by the County, the HSA Contracts Manager should be consulted. In this case, we will consult with GSA Procurement on the process used by GSA to review and approve such external contracts, when the County's standard contract is not used.

3. Developing a Budget

A. Budget Development

The contract budget format used by the County HSA (Attachment 6) is a ten- page document composed of Administrative (Indirect) and Program (Direct) costs to support the contract program. The indirect costs are those costs incurred for a common or joint purpose benefiting more than one cost objective, and the direct costs are those that can be identified specifically with a particular final cost objective (e.g., a service or project). The budget template is available on the HSA website in Microsoft Excel. The budget document has a summary page (page 1) and then detailed pages (pages 3-10) to support the summary numbers. After the line item totals have been posted on the detailed pages, the totals will automatically roll over to the summary page, but all formulas should be double-checked prior to submission. When developing the budget, it's important for Contractors to be as detailed as possible to show how the different line item totals were calculated. When necessary, contractors may revise line item titles or add new lines when needed in the budget template as needed to capture all budget items.

B. Cost Allocation Plan (CAP)

If a Contractor has shared costs for a common or joint purpose that benefits more than one cost objective or grant/program, and are not readily assignable to the cost objectives/budget line item specifically benefited, then a CAP is required.

A CAP is a document that identifies allowable indirect (shared costs) and direct costs and is used to accumulate and distribute such costs. The CAP also identifies the allocation methods used for distributing the costs. A plan for allocating joint costs is required to support the distribution of those costs to the grant program. All costs included in the plan must be supported by formal accounting records to substantiate the propriety of the eventual charges.

Further information on a CAP can be found in 2 CFR 200 (the Uniform Administrative Requirements Guidance, Cost Principals and Audit Requirements for Federal Awards, aka. The Uniform Guidance).

4. Contract Approval Process

A. Board of Supervisors

As specified in the County Administrative Manual, Chapter VI, Section 1, the power to bind the County to contracts for services, materials and/or equipment vests with the Ventura County Board of Supervisors. The Board is required by law to make policy decisions on what services, materials and/or equipment are needed for the County, the conditions of acquisition and the cost. Except in limited circumstances, all contracts over \$200,000 must be presented to the Board for approval and execution prior to execution. The HSA Director is typically granted limited authority to approve technical corrections, amendments and budget modifications that do not increase the total contract amount. This Board approval process must be followed on all contracts and amendments unless the agency/department head has specific statutory or specific delegated authority. Statutory authority means that the agency or department is given authority, under statute, to enter into contracts binding the County (note-General Services Agency-Procurement has such authority to contract for services to a limit of \$200,000 without requiring separate and specific approval by the Board of Supervisors per Government Code and County Ordinance No. 4084, as specified below). However, the statute will set forth the full extent of the power and will limit the power as well. Delegated authority may be conveyed by the Board after the Board has determined that the contract is required and has established specific criteria and guidelines as to the terms of the contract; thereafter, the Board may delegate to an official the ministerial function of carrying out that policy within those guidelines.

All contracts over \$200,000 require approval by the Board of Supervisors. For contracts under \$200,000, Departments have the option to process such contracts through GSA-Procurement Services without Board approval, or to seek Board approval if desired by the Director or if required for other reasons. Consideration should be given to the administrative time and expense involved in processing a contract with a lower dollar amount through the Board vs. GSA procurement process. Contracts for consideration by the Board of Supervisors, or for signature by an authorized County employee, should be submitted in final draft form to

- County Counsel,
- Risk Management-Risk Services Division (note-review by Risk Management may not be required as long as the County's standard insurance and indemnification language is included in the contract),
- Auditor-Controller, and
- the County Executive Office for review.

HSA Contracts staff prepares and submits the draft contract(s) along with a draft Board letter to the reviewing agencies, excluding Risk Management (note-in the case where insurance requirements and indemnification language deviates from the standard used by the County, Risk Management review will be required) via the SIRE process. The draft Board letter summarizes the contract and recommendation(s) for approval. The draft documents are uploaded to SIRE 21 calendar days prior the Board meeting date. Reviewers have 10 business days to review and comment before the documents are

finalized and uploaded to SIRE for placement on the agenda, a minimum of one week prior to the Board meeting date. Any hard copy documents must be delivered to the Clerk of the Board in accordance with their current requirements (<http://myvcweb/index.php/clerk-of-the-board>). For additional requirements on Board letter procedures see County Administrative Manual, Chapter II, Section 12 (<http://myvcweb/index.php/forms-and-policies>, Click on Administrative Manual). Final approval and execution of the contract occurs once the Board of Supervisors adopts the recommended action to approve the contract at their meeting.

B. General Services Agency (GSA) Procurement

Section 25502.5 of the Government Code permits the Purchasing Agent to contract for services to a limit of \$200,000. The Purchasing Agent's authority is specified in Ventura County Ordinance No. 4084. This authority can be changed by the Legislature with a corresponding change in the County ordinance. In order for the Purchasing Agent to be authorized to enter into contracts over this amount, the Board of Supervisors must approve the delegation and the terms of the contract. Hence, GSA has statutory authority to procure goods and services for the County as specified herein and pursuant to the process as described in GSA's Procurement Guide.

To establish a purchase order through the requisition process certain documents are required by GSA to facilitate approval. Those documents and the relevant procedure are specified in GSA's Procurement Guide. HSA Fiscal and Contracts staff has also developed a general guide (Purchase Order and Procurement Procedures) to assist with this process as previously referenced in Section II of this Manual.

5. Role of Department's Programmatic Contract Liaison

The Deputy Director of the Department requested the contract (or Executive Director in the case of the WDB) appoints a Programmatic Contract Liaison from the department to oversee each contract. This Liaison works with the Contracts team, Fiscal staff and Contractors on matters related to the contract including:

A. Liaison Responsibilities

The Programmatic Contract Liaison is the programmatic/department staff member assigned to the contract. The Liaison's responsibilities include, but are not limited to, the following (see additional information below):

1. Developing of the Scope of Work (Contracts can provide guidance)
2. Providing technical assistance to the Contract
3. Coordinating necessary meetings with the Contractor
4. Developing Performance Measures
5. Reviewing and approving invoices, per the Approval of Invoices and Payment Process instructions below
6. Ensuring all the activities provided by the Contractor are allowable
7. Developing Policies and Procedures for the related program
8. Assistance with determining whether a contract should be classified as a subaward or a vendor contract

B. Developing the Scope of Work

It is the responsibility of the Department's Programmatic Contract Liaison to provide Contracts staff the details needed for the development of the Scope of Work (a.k.a. Exhibit A). The following are examples of details needed to complete the Scope of Work:

1. The dollar amount and payment method
2. Number of Participants to be served
3. Description of the services to be provided
4. Objectives of the Agreement/Deliverables
5. The necessary documentation to be completed and/or maintained/reporting requirements
6. The allowable activities
7. Contractor and County responsibilities

Once the Contracts & Grants Unit receives the necessary information, the Scope of Work is developed in conjunction with the Programmatic Contract Liaison. A draft Scope of Work is provided to the Contractor for review and input.

C. Development of Performance Measures

It is the responsibility of the Programmatic Contract Liaison to develop Performance Measures in conjunction with the Contractor. The following items should be considered when developing the performance measures:

1. What are the requirements of the funding source?
2. Does this outcome measure the effectiveness of the program?

3. How will this be measured?
4. What is the methodology?
5. What is the expected plan and how was this determined?

D. On-going Technical Support

It is the responsibility of the Programmatic Contract Liaison to provide on-going technical support to the Contractor relating to the program operational aspects of the contracted service. The following are examples of on-going technical support:

1. Ensuring the expected services are being provided
2. Identifying allowable activities
3. Providing any necessary training needed (Note-some training may be vendor's responsibility to arrange and coordinate with Programmatic Contract Liaison)
4. Ensuring the documentation completed and/or maintained is accurate

The Contractor may request to receive technical assistance from the Programmatic Contract Liaison at any time.

E. Approval of Invoices and Payment Process

The Contractor submits all invoices to the Fiscal Department, who forwards the invoices to the assigned Programmatic Contract Liaison for review and approval prior to payment. At a minimum the Programmatic Contract Liaison will review the following items prior to approving invoices for payment:

1. Ensure the activities and expenses submitted for payment are allowable according to the appropriate funding source.
2. Ensure the Contractor's line item expenditures are within the approved budget.
3. Analyze the invoices to ensure the Contractor is on track to spend the budget amount allocated.
4. Contact Contractor if questions and/or concerns arise in reviewing invoices.
5. Coordinate with Fiscal accounts payable staff when necessary to resolve issues on Contractor invoices.
6. Communicate with Fiscal accounts payable staff any necessary fiscal reporting needs related to Contractor invoices and monitoring of expenditures.
7. When necessary, communicate the need for possible budget modifications with Contracts staff **prior** to approving invoice.

Note: Invoices with errors, or that indicate over expenditure of line items, will not be paid until the error or over expenditure issue is resolved and a new invoice is submitted and approved.

F. Subaward vs. Vendor Contract Determination

Contracts directly charged (in whole or in part) to federal funds are classified as either a vendor contract or a subaward contract per 2 CFR 200.330. Additional compliance requirements exist for subaward contracts. In cases where the determination is not clear, the Programmatic Contract Liaison will be consulted to provide additional details necessary for the Fiscal Department to accurately classify subrecipients vs. vendors. This will occur on a case by case basis.

Workforce Development Board: In addition to the items above, the WDB staff coordinates with the Contracts team for:

1. WDBVC and BOS approval of applicable WIOA procurements and contracts
2. State monitorings
3. WDB policies

6. General Contract Requirements

A. Contract Content

Human Services Agency contracts typically consist of five sections, including the contract boilerplate, scope of work (Exhibit A), budget (Exhibit B), performance measures (Exhibit C), and General Contract Conditions (Exhibit D). The following is a brief description of the five sections:

- **Contract Boilerplate.** The contract boilerplate includes standard contract provisions which have been reviewed and approved by County Counsel as to form and content. The contract boilerplate includes, but may not be limited to sections dealing with termination, contract monitoring, insurance requirements, conflict of interest, confidentiality, living wage ordinance, *etc.* All federally-funded contracts identified as subawards will include the Federal award information required by 2 CFR 200.331 (*e.g.*, CFDA title and number, award name, name of Federal agency, *etc.*) and applicable compliance requirements. See Attachments 7 and 7a for a sample contract boilerplate.
- **Exhibit A: Scope of Work.** The scope of work is the part of the contract that details services to be performed, including program objectives, Contractor responsibilities, County responsibilities, performance measures, compensation schedule, and monitoring. See Attachment 8 for sample Scope of Work format.
- **Exhibit B: Contract Budget.** The contract budget (10-page) identifies planned administrative and program costs for the contract period. The budget should contain sufficient detail to support the figures identified in the different line items (*i.e.*, administrative and program staff positions, brief functional descriptions, percentage of time and total amount charged, fringe benefit calculations, insurance and audit costs, equipment, *etc.*) to support the program. (Note-the budget forms are included as Attachment 6 as previously referenced in Section III-Developing a Budget, of this Manual.)
- **Exhibit C: Performance Measures.** The performance measures are process and outcome measures (if applicable). The Contractor is responsible to report on performance on a quarterly basis, though some contracts require additional more-frequent reporting to Program staff. The outcome measures are developed at the beginning of the contract between the Contractor and Human Services Agency Programmatic Contract Liaison to determine what program outcomes are required to be achieved and how they will be measured and the applicable data to be collected by the Contractor. See Attachment 9 for sample performance measures.
- **Exhibit D: General Contract Conditions.** The Contract General Conditions, Assurances and Certifications is part of the contract (usually listed as Exhibit D) which is most often overlooked by Contractors. It contains important provisions to the contract additional to the Boilerplate contract language. To the extent that there

is any conflict between the General Contract Conditions and any other provision in the contract, the General Contract Conditions shall prevail. The General Contract Conditions address specific areas (not inclusive) dealing with disallowed costs, responsibility for equipment, subcontracts, in-kind or cash match, budget deviations, technical assistance, and other requirements. A sample of the Contract General Conditions & Assurances is included as Attachment 10. (Note-The attached document includes certain requirements that would apply only to WIOA Federally-funded programs as well as those which are universal and would apply to all programs. 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 would not apply.) The General Conditions, Assurances and Certifications in this manual are an example only and Contractors should refer to this section in their specific contract for the terms to which they will be held. Contractors are advised to contact HSA Contracts staff should any questions arise regarding provisions in this document.)

Also referenced in the contract Conditions, Assurances and Certifications are several provisions relating to compliance with Lobbying, Debarment, and Drug-Free Workplace requirements. Although referenced in the Assurances and Certifications document, separate forms/certifications must be signed by the Contractor, upon approval of the contract as requested by HSA Contracts Unit. These forms are included as Attachment 13.

B. Insurance Requirements

Contractors performing services for the County are required to maintain certain levels of insurance and to provide proof of insurance to the County prior to receipt of any payments, typically at the time of execution. Insurance requirements are as follows:

- Commercial General Liability
- Auto Liability
- Workers' Compensation
- Professional Liability

Automobile Liability insurance is not required if the contractor does no traveling in providing services for completion of the contract. If the contractor has employees but no vehicles registered to the business (personal vehicles only), the non-owned and hired automobile liability coverage might be included in their Commercial General Liability policy.

Workers Compensation insurance is not required if the contractor is a sole proprietor/partner/corporate officer with no employees. Otherwise, it is required under CA Labor Code Section 3700. A letter on contractor's letterhead is required stating contractor is a sole proprietor/partner/corporate officer with no employees.

Additional information on insurance requirements can be found in Section 9 of the Contract Boilerplate attached to this Manual.

C. Equipment

Equipment is defined as tangible, nonexpendable personal property having a useful life of more than one year and a per-unit acquisition cost of \$5,000 or more per unit, including all costs related to the property's final intended use.

Before equipment is purchased by a Contractor, Contractor needs to make sure the equipment has been approved by the County and is listed in the contract budget under Program Staff Equipment.

Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with contract funds, until disposition takes place will, as a minimum, meet the following requirements:

1. Equipment records will be maintained by the Contractor and include the following data: description, serial number, acquisition date, acquisition cost, location of equipment, use and condition of equipment, and ultimate disposition data.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.
4. Adequate maintenance procedures must be developed to keep the property in good condition.
5. When original or replacement equipment acquired under the contract is no longer needed for the original project, Contractor is to return the equipment to the County unless the County waives this requirement.

D. Contractor Staff Access to County Facilities or Equipment

There may be times when Contractor staff needs access to County facilities and to use County equipment, *i.e.*, computers and have access to computerized networks, computer systems, or other such repositories of client information and/or data.

If such conditions exist, Contractor employee(s) are required to sign the County Equipment Policy form and the County Technology Systems Use and Access Confidential Client Information/Data form before equipment use and County access can be authorized. A copy of the form is included as Attachment 11.

In addition to the above, a memorandum of understanding (MOU) between the Contractor and County is required. The HSA Contracts Manager should be consulted on the development of an MOU.

7. Audits

A. Audit Requirements

Audit requirements specified in 2 CFR 200 (Uniform Guidance) require non-Federal entities that expend a total amount of federal awards equal to or in excess of \$750,000 to have either a single audit or a program-specific audit. Non-Federal entities that expend Federal awards under more than one Federal program must have a single audit.

The General Conditions, Assurances and Certifications to your contract requires Contractors to conduct or have conducted on an annual basis an audit of their organization and to submit a copy to the County within fifteen (15) days of receipt of the final audit reports. The County prefers to receive audit reports electronically in PDF format. If a PDF copy is not available, three hard copies of the report should be submitted to the County.

Contractors are to advise HSA if such an audit is necessary, and if so, when the Single Audit is scheduled.

8. Monitoring – What to Expect, How to Prepare

A. Fiscal

County may monitor and evaluate Contractor's fiscal operation and records on a yearly or more frequent basis to ensure compliance with the terms of the contract, especially Exhibits A and B. When a Contractor is scheduled for monitoring, a monitoring letter will be sent two weeks in advance notifying the Contractor which contract(s) will be monitored, monitoring dates, and who will be conducting the review. The scope of the fiscal monitoring and documentation required may vary by prime funding source and type of contract (Federal vs. County funds, subaward vs. contractor/vendor, risk level, *etc.*).

- How To Prepare:

Once a monitoring letter is received, Contractor should collect and have available supporting documentation for all invoices submitted prior to the monitoring date. The monitor may perform a limited review of the Contractor's fiscal structure including chart of accounts, general ledger, payroll register, expenditure spreadsheet, accounting policies/procedures, organizational chart, staff job descriptions, Contractor's fiscal systems, and general accounting reports.

Samples of general operations, payroll and contract expenditures may be selected by the monitor to determine if the paper trail (bills, invoice, purchase order, accounting records, spreadsheets, working papers, *etc.*) was adequate to verify total reported expenditures and sufficient to verify compliance with the Cost Principles outlined in 2 CFR 200 (the Uniform Guidance), as applicable.

B. Program

County may monitor and evaluate Contractor's program and files on a yearly or more frequent basis to determine compliance with the terms of the contract, especially Exhibits A and C. When a Contractor is scheduled for monitoring, a monitoring letter will be sent two weeks in advance to notify the Contractor which contract(s) will be monitored, monitoring dates, and who will be conducting the review. The scope of the monitoring and documentation requirement may vary by prime funding source.

The following items, at a minimum, should be available for review during the program monitoring:

1. Participant file
2. Validation of Performance Outcomes
3. Requested financial back-up

The monitor may also need to interview a few staff and program participants.

For those contracts where individual participants are served and a case file is maintained for each person, a case file review will be conducted as part of the monitoring process. Monitor will establish a sample size of participant case files to review based on the following:

Common sample sizes of participant case files to review:

- 1-30 participants all files
 - 31-100 35% of participant files
 - 101-150 15% of participant files
 - over 150 10% of participant files
- How To Prepare:
Once a monitoring letter is received, Contractor should review participant files and performance outcomes to ensure documentation is maintained for all services identified in Exhibits A and C. The monitor will perform a limited review of the Contactor's program operations.

Participant files will be selected by the monitor to determine if the appropriate services have been provided.

C. Monitoring Report Procedures

Contractors will receive a monitoring report following the monitoring visit. The intent of the monitoring reports is to identify contract compliance issues, recommend actions to correct deficiencies or findings and to provide input into the overall evaluation and report back to the contractor and HSA management for program improvement.

Monitoring reports summarize issues as either:

- a. a "Finding", a specific violation of a contract term or condition or fiscal issue, or
- b. an "Observation", usually a concern regarding program procedure or performance or less severe fiscal issue.

Both Findings and Observations include recommendations for correcting action or suggestions for program improvement.

Monitoring reports contain a statement of general Contractor compliance and a summary those areas where the contractor is out of compliance. There is a brief Executive Summary of the contract performance for the period reviewed addressing outcomes, findings or observations. These reports will become a contributing piece to the next quarter's contract summary report.

In cases where there are findings or observations, the Department's Programmatic Contract Liaison and Deputy Director (or Executive Director in the case of the WDB) are provided the draft report for review and input (e.g., CFS or CSD) prior to distribution of report to the contractor. Findings will be tracked and logged into a Corrective Action Tracking System (CATS) report that will be issued regularly to Programmatic Contract Liaisons and Deputy Directors. Each finding will have a unique number to track status of resolution of findings. Monitors are responsible for maintaining the tracking of all Findings.

Monitoring report procedures

1. Monitoring reports are generally sent to the Contractor within 10 working days after the exit conference. This may take longer if there are open discussion/submission items following the exit conference.
2. Contractor shall be provided notice of due date for required response (if required) in the monitoring report and informed that their response and corrective actions as noted in the report are to be forwarded to the Contracts & Grants Manager no later than ten working days from the date of the Monitoring report.
3. Upon receipt of the Contractor's response to the monitoring report, it will be reviewed by Contracts staff and the Programmatic Contract Liaison to determine if the Contractor has successfully implemented the corrective actions to address the issue that led to the finding(s) and observation(s). A letter will be sent to the contractor within 10 working days after the receipt of the Contractor's response explaining what issues or finding(s) have been closed and if finding(s) remain.
4. In the event that the County determines the Contractor's response to the monitoring report finding(s) to be inadequate, the County may take any of the following actions:
 - a. Requiring corrective action within specific time frames;
 - b. Withholding payment;
 - c. Disallowing inappropriate claims, payments, or costs;
 - d. De-obligating Contract funds;
 - e. Modifying the contract;
 - f. Terminating or suspending the Contract; or,
 - g. Debarment from Program Operations for a prescribed period of time.

Specific corrective actions on any unresolved findings shall be discussed and approved by the appropriate Department Deputy Director prior to implementing any unilateral action against the Contractor.

5. Unresolved issues concerning questions or disallowed costs arising from monitoring findings that are identified in the monitoring report will be referred to the Human Services Agency. Resolution of these findings, including debt collection activities, will follow established Human Services Agency-Fiscal Division procedures.

9. Contract Modifications

A contract modification can be initiated at any time by either the County or the Contractor, and may be necessitated by items like significant changes in scope of work or numbers of participants served, significant budget modifications, *etc.* The level for formality of such changes (approval letter vs. contract amendment) and required approvals (HSA Contracts & Grants Manager vs. HSA Director vs. Board of Supervisors) varies and depends upon the nature and significance of the changes.

A. Contractor Request

The Contractor or County submits a written request to the Contracts & Grants Manager or their designated Contract Specialist when a modification is necessary. The request should include at a minimum the reason for the modification and the areas requiring modification. The following items are examples of changes requiring a contract modification:

1. A revised budget is required for all changes in budget line item(s), regardless of the dollar amount and the revised budget should be submitted to the County as soon as the need for such a modification is deemed necessary. A formal signed contract modification may be required if changes are substantial (generally defined as cumulative line item changes in excess of 10% of the contract amount). Contractors should refer to their specific contract terms and conditions, as this may vary by contract type, prime funding source and/or date of issuance. Note that “formal” contract modifications may need to be approved by County Counsel and the CEO’s office, and therefore may require additional time to process.
2. Increase or decrease of greater than 10% in the number of participants served.
3. Extension of the contract term greater than three months requires BOS approval.
4. Significant changes in the Scope of Work.
5. Increase or decrease of contract maximum amount. Increases above the contract amount approved by the Board of Supervisors require approval by the Board of Supervisors and may take additional time to process.

B. County Procedures

Once the Contracts & Grants staff receives the written request for the contract modification, the request will be forwarded to the Programmatic Contract Liaison for approval. Once approved by the Programmatic Contract Liaison the Contracts & Grants Unit will process the request. The amount of time to complete the contract modification will vary depending on the request and the level of approval(s) required. For instance, if the request is to increase or decrease the number of participants served, this request may be completed within a month. If the request is to extend the contract beyond three months or to increase the maximum contract amount, this request will require BOS approval, which may take up to two months to be approved.

Please note: In some cases, a contract modification may also be requested/initiated by the County (as opposed to the Contractor). Should this occur, the assigned Programmatic Contract Liaison will coordinate with the Contracts Manager for review and approval, as necessary.

10. Payment Methods

There are several different payment methods to consider when developing a contract. The different payment methods are described below:

A. Cost Reimbursement

The traditional payment process used in government is a “cost-reimbursement” type contract. A Contractor is reimbursed (typically monthly), in arrears, for all costs incurred and paid, as identified in their approved budget, after receipt of invoices documenting contract expenditures.

B. Fixed Fee/Pay for Performance

Payment is made upon achievement of an agreed upon final result or for achieving established benchmarks towards the final outcome. The benchmarks must be defined completely and accurately in the contract with agreed upon metrics and a database consistent with overall goals of Agency/fund source. Cost basis must still be fair and reasonable.

Examples of fixed fee include payment per job placement, or a price-per client or price-per hour basis.

C. Other

On rare occasions, the County may engage in other additional types of contract payment methods, such as “Incentive Payment” models, *etc.*

11. Performance Measures

There are two types of Performance Measures to consider when developing contracts. Process Measures and Performance Outcomes are described below.

- a. **Process Measures** are defined as measures to document a variety of services provided. Process Measures don't always have a desired specific amount identified. Examples of Process Measures may include, but are not limited to:
 - 1. The number of participants served
 - 2. The type of participants served (*i.e.*, female/male, adults, youth)
 - 3. Number of hours of service provided
 - 4. Number of classes provided
- b. **Performance Outcomes** are defined as measures identified to determine the quality or effectiveness of the program services. Examples of Performance Measures may include, but are not limited to:
 - 1. How many youth graduated from High School
 - 2. How many jobs were attained
 - 3. How many people completed vocational training
 - 4. How many people completed their goals as identified on their service plan
 - 5. How many people increased their functioning level

Contractors are required to submit monthly and/or quarterly reports on performance, including quantitative and qualitative outcomes in the form and content as required by HSA Contracts.

Additional information on Performance Measures is provided in Section 6 (General Contract Requirements) of this manual, under the heading Exhibit C: Performance Measures. Typically, Exhibit C to the contract is where Performance Measures are included as an attachment.

12. Contract Closeout (Applicable to WIOA contracts only)

All Workforce Innovation and Opportunity Act (WIOA) contracts require a contract closeout package to be completed and submitted within 45 days of the completion of the contract (See Attachment 12). The close-out package provides a final summary of the following items but not limited to:

1. Names of Participants served
2. Performance Outcomes achieved
3. Modifications completed
4. Expenditures
5. Equipment Purchased

13. Where to Go For Help - Contact Information

There are various departments working with any one specific contract. If a Contractor requires assistance and is not sure whom to call, the following information may be helpful in determining who to contact:

1. For assistance in contract development, contract modifications and quarterly reports contact the Contracts & Grants Manager of the assigned Contracts Specialist.
2. For assistance in performance outcomes, technical assistance, refunding and program operations contact the assigned Department's Programmatic Contract Liaison.

ATTACHMENT #1

HSA PURCHASE ORDER & PROCUREMENT PROCEDURE

Ventura County - Human Services Agency

	Date Issued: 09/18/2019
Section: ADMIN	Rev. Effective Date: 07/20/2021
Policy: ADMIN: FISCAL: Purchase Order and Procurement Procedures	Review Date: 07/01/2023

**Printed copies are for reference only.
Please refer to electronic copy for the latest version.**

POLICY:

The Fiscal Services – General Accounting Unit assists Human Services Agency Departments with the processing of Purchase Order requests of \$200,000 or less. The Contracts and Grants Unit provides assistance to Departments in need of contract services from outside vendors and subrecipients in those instances when the purchase order request is expected to be more than \$200,000. Representatives of each department are responsible for initiating their own purchases and providing documentation to appropriate Administration staff to complete the purchasing process. Purchase Order Requests, renewals and change orders for services need to be approved by the Chief Deputy Director of Administrative Services. Fiscal Services will coordinate such approval.

PURPOSE:

All procurement transactions above the micro-purchase threshold must be conducted in a manner providing full and open competition, typically by receiving multiple bids, or issuing a Request for Proposals or Request for Sealed Bids. These procedures provide guidance to HSA staff responsible for the preparation and submittal of the Purchase Request email template to assist in the prompt and efficient processing of such requests and to ensure compliance with prescribed County and Agency policies.

Note: No services or goods are to be provided or authorized PRIOR to the approval of the Purchase Request (“Purchase Order”) and issuance of a Purchase Order number by the County’s General Services Agency. The County is under no obligation to reimburse employees who purchase items without appropriate authorization.

Purchases of office supplies are done through Staples using the Staples form and emailed to HSA-OfficeSupplies@ventura.org

These procedures are provided as a general guide to the purchasing process and will not cover every possible situation. Certain purchases may have requirements in addition to the County’s General Services Agency Procedures. For example, purchases using federal grant funds, such as **Workforce Innovation & Opportunity Act** (WIOA) and **Housing and Urban Development** (HUD) funds must comply with the specific Directives and federal regulations governing these resources. (See separate section herein on WIOA purchases.) Department Representatives should ensure all purchases made from federal grant funds are in accordance with these additional, and sometimes more restrictive, requirements. Department representatives should consult with the General Accounting team in Fiscal Services to determine the funding source for the requested procurement, to determine whether or not federal funds are being used, which will determine policy applicability.

PROCEDURES:

Purchase Order requests are initiated by the Department representative requesting the goods or services. The Department Representative is responsible for ensuring that all Purchase Order requests they submit for approval are only for allowable purchases in accordance with County procurement policy (See [GSA Procurement Guide](#)). The requester must ensure that such requests specify a well-defined, Agency-related need and/or support a positive client outcome. Deputy Directors and/or their designees are authorized to only approve Purchase Orders that meet these requirements.

The Department representative must coordinate with the Agency's fiscal representative to ensure that sufficient funds are available in their approved budget. Once the funding level is confirmed, the Department Representative may proceed in completing the forms needed to process a purchase request for submittal to HSA Fiscal and subsequent submittal to GSA Purchasing for approval.

The Procurement email template should be completed and emailed for manager approval. All areas of the template should be completed as indicated.

Appropriate and sufficient justification for the purchase must be provided in the "Justification" narrative section of the Procurement email template. (A memo may be attached if necessary.) If the template is not completed correctly or if the justification is deemed insufficient the Purchase Request will be sent back to the Department Representative for clarification or may be denied altogether. The Department Representative should consult with the HSA fiscal representative regarding any concerns or questions with the purchase request.

Department Representatives shall avoid purchasing unnecessary or duplicative items. Where appropriate, an analysis shall be made of lease vs. purchase alternatives to determine which would be the most economical and practical. Department Representatives shall also take steps to ensure that awards are made only to responsible contractors, considering factors such as integrity, compliance with public policy, past performance, and contractor resources, etc., in selection of contractors.

Purchase Orders can be for "one-time" purchases (i.e. a finite quantity of products or services such as annual membership dues, registrations, one-time projects, etc.) or "blanket" purchase orders (purchases made on an as needed basis such as for consultants or when multiple payments are to be made over the course of the year for services).

During the course of the year it may be necessary to execute "change orders" to the purchase order (i.e. increase or decrease the amount, changes in scope of work etc.) Should this be necessary, the requesting Department will provide the necessary changes/information in writing to HSA-Procurement@ventura.org and request that the purchase order be changed accordingly. HSA Fiscal will coordinate the change order process in accordance with County procurement policy.

Because the majority of HSA procurements are reimbursed, at least in some part, by federal funds, HSA's general procurement methods and thresholds described in this policy are a combination of County and Federal procurement thresholds. If it is clear that a procurement is fully funded by non-federal funds (generally county, state, and/or private

funds), then the normal GSA procurement methods and thresholds apply. Please see the GSA website or contact for your fiscal purchasing and contracts team for more information.

PURCHASE REQUEST CHECKLIST

For all purchases of \$200,000 or less (managed through GSA) by the Human Services Agency, the following forms need to be completed, signed as appropriate and submitted for approval to the Fiscal Department via HSA-procurement@ventura.org. Approval and issuance of a Purchase Order by County GSA is required **prior** to authorizing any vendor or contractor to provide any services for reimbursement. Email templates are located at the bottom of this policy.

COMMODITIES (MATERIALS & EQUIPMENT)

This section is for commodities not direct charged to a federal CFDA number. For commodities directly tied to a federal CFDA number, please follow the guidelines in the Services section below.

Purchases under \$1,000

- Purchases under \$1,000 without required agreements may not need approval by the Procurement Office and go directly through the Auditor-Controller's office. The processing time for these purchases takes a minimum of 10 workdays.

\$1,000 to \$10,000 – Administrative Process

- Email Template with Manager Approval
- Quotes at department discretion

\$10,001 to \$60,000 –

- Email Template with Manager Approval
- Three (3) written quotations required

Over \$60,001 and above –

- Email Template with Manager Approval
- Competitive bidding at Buyer discretion.
 - Bid Waiver if over \$60,000.
 - Or GSA will do a Request for Proposal (RFP).

SERVICES AND COMMODITIES USING FEDERAL FUNDS, DIRECT CHARGED TO A CFDA NUMBER-

Given the majority of HSA services contracts are tied to a specific CFDA number, the following guidelines will apply for the majority of HSA services contracts (and for commodities contracts tied to a CFDA number). Please contact the General Accounting Team in HSA Fiscal Services to determine whether or not federal funds are being used. ***If no federal funds are being used, the County's GSA procurement process and bid thresholds will be used. See Appendix B for GSA Procurement Thresholds.***

Less than or Equal to \$10,000 – Administrative Process

- Works with HSA fiscal and GSA on procurement
- Email Template with Manager Approval

- No quotes are required (at department/buyer discretion)
- Scope of Work detailing services to be performed, including reporting requirements, payment terms and expected performance outcomes or deliverables; if purchase is a service, (consultant, trainer, expert witness)

\$10,001 - \$60,000 –

- Works with HSA fiscal and GSA on procurement
- Email Template with Manager Approval
- Minimum of 3 documented quotes
 - Limited exceptions for non-competitive proposals/sole source contracts are allowable under specific circumstances. See the Noncompetitive Proposals section below. Cost or price analysis is required if bid waver/sole source is used.
- Contract Template Agreement for contracts over \$25,000
- Scope of Work detailing services to be performed, payment terms and may include reporting requirements, expected performance outcomes or deliverables, and other pertinent information
- Insurance with The County of Ventura as Additional Insured* (if new vendor)

\$60,001 and Up

- Open Competition Required: Request for Proposals or Sealed Bids
- \$60,001- \$200,000 works with HSA fiscal and GSA on procurement
 - Email Template with Manager Approval
 - Limited exceptions for non-competitive proposals/sole source contracts are allowable under specific circumstances. See the Noncompetitive Proposals section below. Cost or price analysis is required if bid waver/sole source is used.
 - Contract Template Agreement
 - Scope of Work detailing services to be performed, payment terms and may include reporting requirements, expected performance outcomes or deliverables, and other pertinent information
 - Insurance with The County of Ventura as Additional Insured**
- Over \$200,000 goes through HSA Contracts Unit- Please see HSA's RFP Contract Procedures for more information.
 - Email Template with Manager Approval (for new contracts)
 - Cost or price analysis is required when procurement is \$250,000 or more or when a noncompetitive proposal/sole source contract is awarded. Limited exceptions for non-competitive proposals/sole source contracts are allowable under specific circumstances. See the Noncompetitive Proposals section below.
 - See additional guidance on Policy Tech on how to develop a Request for Proposals for contracts over \$200,000.
 - Exhibit A- Scope of Work, detailing services to be performed, including reporting requirements, payment terms and expected performance outcomes or deliverables
 - Exhibit B- Budget Form
 - Exhibit C (Reporting Form) detailing data to submitted to HSA by Contractor

- Insurance with The County of Ventura as Additional Insured**

***Insurance Requirements (See below link #3):**

- General Liability
- Auto
- Worker's Comp
- Letter of Sole Proprietorship (as applicable), declaring that proposed contractor has no employees, and is therefore exempt from holding Workers Compensation insurance coverage if that is the case;

New Vendors:

- Signed W-9 as per IRS records, of proposed new vendor

Each HSA Department should identify one primary and one back-up person to be their Department's liaison with the Fiscal Purchasing Specialist (FPS). The Department liaison will maintain a file of active and pending purchase orders for all orders for goods, services or computer equipment/software for their Department. All inquiries to the FPS regarding status of purchases should be centralized through the Department's liaison.

New service agreement purchase requests require the following information:

1. Personal Services Requisition Checklist (For this checklist see attachment #2)
2. See additional items above under the Purchase Request Checklist

All orders, except Staples, must be requested on either the Procurement Email Template or the Office Supplies email template. Forward all necessary documents to your manager for approval. Once approved, the managers will forward the requests on to fiscal:

Procurement Documents: HSA-Procurement@ventura.org

Office Supplies: HSA-OfficeSupplies@ventura.org

Once all documentation has been received, the FPS will enter the service/goods request into the Procurement System and forward all relevant documentation to the Procurement Department of GSA within 3-4 business days.

The Procurement Department of GSA will issue a Purchase Order Number (PO#) to FPS up to 60 working days, depending on the complexity of the purchase order. The FPS will e-mail the Department liaison with the PO#. The FPS will contact the vendor to coordinate delivery of goods or services.

For inquiries regarding outstanding PO's, contact fiscal approximately five (5) days after the estimated delivery date. Send your inquiries via e-mail to: HSA-procurement@ventura.org Reference the email submission date or PO# for faster service.

SPECIAL INSTRUCTIONS FOR SPECIFIC GOODS OR SERVICES

Office supplies – orders are processed by the Office Supplies Email Template within two (2) working days. Inquiries on outstanding orders can be made after seven (7) working days.

Postage stamps – General Accounting purchases and distributes stamps. Requests for stamps must be made by email to HSA-Fiscal-SSA@ventura.org

Computers, related equipment and software – Computer hardware and software purchases typically involve **HSA's** Business Technology Division. Please see separate procedures specific to computers and related items (See [ITSD Approval Guidelines](#))

Equipment Repairs – for all non-computer related equipment (shredders, etc.), obtain:

- Model Number
- County Tag Number
- Type of Equipment
- Nature of the Problem
- Contact Name
- Location

Cost or Price Analysis

A cost or price analysis is required for all purchases that include over \$250,000 in Federal funds or when the non-competitive method (sole source) is being used. A cost or price analysis (see attachment #6) will be necessary when adequate price competition is lacking, and for sole source/noncompetitive procurements, including contract modifications or change orders. A cost analysis may not be necessary if one can establish price reasonableness on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other circumstances to determine the reasonableness of the proposed contract price. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices and similar indicators, together with discounts.

Noncompetitive Proposals (Sole Source)

Noncompetitive proposals may be used under certain limited circumstances. The purchase must be otherwise infeasible and one of the following conditions apply:

- a. The good or service is available from only one source.
- b. Public exigency or emergency creates an immediate procurement need (for example, a flood or fire that requires the immediate availability of services)).
- c. The federal awarding agency or pass-through entity authorizes the specific noncompetitive procurement (upon a formal request for approval).
- d. Competition is determined inadequate. This usually occurs after a competitive process has been used and there are insufficient bidders.

A cost analysis is required for all noncompetitive procurements. The reason for selecting this method along with the justification for the provider selection must be documented and maintained.

Required Documentation

For all procurements paid with any portion of federal funds, HSA is required to maintain records sufficient to detail the history of the procurement. These records include, but are not necessarily limited to the following:

- Rationale for the method of procurement
- Selection of contract type
- Contractor selection or rejection

- The basis for the contract price

When Board of Supervisors Approval is Required

For contracts of \$200,000 and above Board of Supervisors approval is required, instead of GSA. Such procurements typically involve a competitive Request for Proposals process through HSA in addition to the items noted above. **See separate guidance in Policy Tech on how to develop a Request for Proposals for purchases of \$200,000 or more.**

Conflict of Interest and Code of Conduct

No County employee shall participate in the selection, award, or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. A conflict would arise when the County employee, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the above has a financial or other interest in the firm or firms that may be selected for award.

No County employee will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Exceptions are only when the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value.

Any County employee with a real or apparent conflict must declare a conflict, remove themselves from the decision-making process and document their actions. No person involved in a competitive procurement will divulge any information regarding the procurement prior to the release of the procurement documents. To the extent permitted by the state, local law or regulations, any violations of these standards by County employees, contractors or their agents may result in penalties, sanctions, or other disciplinary actions.

Contract Oversight

When federal funds are used, HSA must maintain oversight over its contractors to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Accordingly, HSA program staff involved with the contract must review and confirm that work was performed and acceptable prior to signing off on invoice payments. Some contracts may enact additional measures, such as quarterly reports, contractor meetings, desk audits and/or onsite monitoring.

Small, Minority or Women Owned Businesses

Purchases with federal funds should make affirmative efforts to utilize small, minority, or women owned businesses, whenever practicable, all other things being equal.

Procurement of Recovered Materials

When federal funds are used and the procurement is in excess of \$10,000, HSA purchase orders and contracts, as well as HSA contractors, must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, ensuring that items procured contain the highest percentage of recovered materials practicable.

WORKFORCE INNOVATION & OPPORTUNITY ACT (WIOA) PROGRAMS- ADDITIONAL REQUIREMENTS

Subrecipients of Federal Funds must use their own documented procurement procedures as long as they are consistent with applicable state and local laws and regulations and the procurements conform to the applicable standards in the Uniform Guidance Sections 200.219-200.326. In addition to the above provisions, all purchases using Workforce Investment Act (WIOA) funds are required to comply with the following additional provisions and as further described in the EDD Directive, WSD17-08.

EDD Approval for Equipment and Equipment-Related Services exceeding \$5,000

Per WDD17-08, EDD requires the submission of the Procurement-Request for Approval to Charge WIOA Funds form for purchases of equipment and related services exceeding \$5,000. Requests should be submitted to the EDD Regional Advisor or Project Manager. If Contractors or Subrecipients wish to purchase Equipment or Equipment Related Services over \$5,000 with WIOA Funds, the WDB Administrative Staff must submit the Procurement-Request for Approval to Charge WIOA Funds form to EDD on their behalf and garner approval before providing the contractor/subrecipient with approval for equipment purchases.

Ensuring Contractor Performance

EDD requires HSA, as a subrecipient of WIOA funds, to ensure contractors perform in accordance with the terms, conditions and specifications of contracts.

- WDB Administrative staff monitor contractor outcomes, ensure that contractors are informed of, and operate in accordance with, WIOA/EDD regulations, and sign off on invoices verifying that expenses billed are in accordance with the approved budget and WIOA/EDD regulations.
- HSA Contracts staff performs an annual subrecipient monitoring in accordance with the subrecipient risk assessment, which typically includes a fiscal and programmatic review in accordance with EDD regulations.
- Additional subrecipient monitoring may occur as needed by WDB Administrative staff and/or Contracts staff as needed.

LIST OF ATTACHMENTS

1. [Scope of Work Template](#)
2. [Personal Service Requisition Checklist](#)
 - a. [Click on the attachment](#)
3. [Vendor Insurance Requirements](#)
4. [Request to Waive Bidding Requirements](#)
5. [Cost/Price Analysis Form](#)

Please right click to copy and save the template to your desktop. You can also request the most current template, or templates for special items (such as commodities/BTD items) from HSA-Procurement@ventura.org.



Procurement Under
\$200k.oft

Appendix A- Federal Procurement Methods and Standards

Method/Limits	Description
1. Micro-Purchase (currently <\$10,000 under OMB M-18-18 issued 6/20/2018)	Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (\$10,000 in August 2018 when this policy was updated). To the extent possible, local boards must distribute micro-purchases equitably among qualified third parties. Micro-purchases may be awarded without soliciting competitive quotations if the local board considers the price to be reasonable
2. Small Purchase (currently ≤\$250,000 under OMB M-18-18 issued 6/20/2018)	The small purchase procedure is the relatively simple and informal procurement method for securing services that do not cost more than the Simplified Acquisition Threshold (\$250,000 in August 2018 when this policy was updated). If small purchase procedure is used, price or rate quotations must be obtained from an adequate number of qualified third parties.
3. Sealed Bid or Competitive Proposal (currently >\$250,000 under OMB M-18-18 issued 6/20/2018)	<u>Sealed Bids:</u> Under the sealed bid procedure, bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the third party whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. <u>Competitive Proposals:</u> The technique of the competitive proposal is normally conducted with more than one provider submitting an offer, and either a cost-reimbursement or fixed price type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids.
4. Noncompetitive (sole source) proposal	The noncompetitive (sole-source) proposal method is procurement through solicitation of a proposal from only one third party. Noncompetitive procurement may be used only when: <ul style="list-style-type: none"> • The good or service is only available from one source • Public exigency or emergency creates an immediate procurement need (for example, a flood or fire that requires immediate availability of services) • The federal awarding agency or pass-through entity authorizes the specific noncompetitive procurement • Competition is deemed inadequate (typically after a competitive process results in insufficient bids)

Exhibit B- GSA Service Contract Bid Thresholds

The GSA bidding methods and thresholds are to be used only when a procurement is not direct charged to any federal funds.

SERVICES

\$1 - \$10,000

- Quotes at Department Discretion

\$10,001 - \$60,000

- Quotes at Buyer Discretion

\$60,001 and above –

- Sealed Bids or Competitive Proposals

PRODUCTS/MAINTENCE AND REPAIR (COMMODITIES)

\$0 - \$10,000

- Quotes at Buyer Discretion

\$10,001 - \$60,000

- Three written quotations required

\$60,001 and above –

- Formal Sealed Bids Solicited

CONSTRUCTION PROJECTS

\$0 - \$10,000

- Quotes a Department Discretion

\$10,001 - \$60,000

- Three written quotations required

\$60,001 - \$200,000 –

- Formal Sealed Bids Solicited

Over \$200,000- Not processed by procurement

Bid Waiver/Sole Source Procurements:

For procurements with no federal funds involved, Department Representatives would use the GSA Request for Bid Waiver Form to initiate a request for a sole source procurement.

For more information, please see GSA's website at <http://myvcweb/index.php/general-information/request-to-waive-bidding-requirements>

ATTACHMENT #2

HSA RFP CONTRACT DEVELOPMENT POLICY

VENTURA COUNTY – HUMAN SERVICES AGENCY
Procedure Manual

		Chapter	Section	Topic	Page
CHAPTER: ADMINISTRATIVE SERVICES		DATE ISSUED: December 1, 2003 (<i>Revised August 1, 2012</i>)			
SECTION: CONTRACTS ADMINISTRATION		DATE REVISED: January 6, 2020			
RFP CONTRACT PROCEDURES		APPROVAL: July 25, 2018			

POLICY:

The Human Services Agency will ensure that the procurement of services provided under contract by an outside agency is conducted in accordance with County and Agency policy and procedures. The Administrative Services Department of the Agency can assist other Departments seeking to secure such services.

PURPOSE:

This directive provides policy guidance and implementing procedures for Requests for Proposals for contract services exceeding \$35,000 from outside vendors/contractors. It provides guidance on the initiation and development of related Board letters requesting approval for the award of contracts. Nothing contained herein shall supercede County policy.

Combined with the County Administrative Manual and the accompanying Post Award Responsibilities, this document provides a “how to” guide on moving from a conceptual project design to implementation of services.

Projects or activities requiring services provided from a non-County entity typically necessitate a procurement of some sort. Depending on the estimated dollar value of the project, a competitive procurement is required. All procurement transactions above the micro-purchase threshold must be conducted in a manner providing full and open competition, typically by receiving multiple bids, or issuing a Request for Proposals or Request for Sealed Bids.

In very few instances is a non-competitive or “Sole Source” contract award allowable. The County Administrative Manual and General Services Agency directives provide further guidance on the limits and documentation requirements for various levels of procurements. Some fund sources, for example, Workforce Innovation and Opportunity Act (WIOA) and other federal grants may have additional requirements that need to be adhered to. This document is written as a generic procedure so you may need to adapt this general guidance to fit a particular need.

PROCEDURES:

There are five major steps to the development and implementation of a project providing services or products to the Human Services Agency that will involve one or more outside contract agencies:

1. Project Development/Conceptual Design
2. Securing Funding
3. Procurement and Selection of a Contractor
4. Contract Development
5. Board of Supervisors approval

Agency Department personnel should become familiar with the limitations, timelines and procedures included in this document and comply with all applicable rules and regulations for the specific fund source providing the resources for the project.

While not mandatory that the above activities occur in the listed sequence, most projects will need to address each of these items for the activity to be ready for actual implementation and delivery of services to participants.

1. Project Development/Conceptual Design phase

HSA Department representatives, outside partner agencies and other County Departments may all have a role in the initial development of a project to provide services or products to Human Services Agency Staff or participants. If the project contemplates having goods or services provided by an outside agency, consideration needs to be given to proper procurement rules to ensure a competitive process free from appearance of conflict of interest and in compliance with established County policy on procurement (Procurement Guide-Procurement Objectives/Standards, page 6, [GSA-Procurement Guide](#)).

A written Scope/Statement of Work describes in details the technical requirements of what is expected of the project, how it will be implemented and identifies specific outcomes. It is to be developed by the appropriate Department seeking the project. The Statement of Work should outline the scope of services, expected measurable outcomes and anticipated budget needs. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that assist in developing or drafting specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

The Request for Proposals/Sealed Bids must outline the requirements of bidders and factors used to evaluate proposals/bids. These factors and their relative value are determined by the Department seeking the project. HSA Contracts staff may provide guidance in this process, if requested.

There are two types of option competition:

- 1) **Sealed Bid Method:** A request for Sealed Bids is used when the procurement lends itself to a firm fixed price contract and the selection of

the successful bidder can be made principally on the basis of price. *These situations are rare at HSA.* Sealed bid methods using federal funds must adhere to the standards set forth in 2 CFR 200.320(c).

- 2) **Competitive Proposals:** A Request for Proposals (RFP) is typically used when factors other than price are also important in the selection of the successful bidder. *This is the predominant method used in HSA competitive procurements.* Competitive proposal methods using federal funds must adhere to the standards set forth in 2 CFR 200.320(d).

In rare cases when a list of prequalified vendors may be used, HSA must ensure that all prequalified lists of persons, firms or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, HSA must not preclude potential bidders for qualifying during the solicitation period.

2. Funding

The project narrative (Statement of Work) should identify the source of funds that will support the project and note whether the funds are already secured or if there is an application or partner contribution necessary to access the resources.

If the project is related to an existing fund source, the narrative should reflect how the proposed project supports the intent of the funding and how the target group, (for projects that will serve participants), will be determined eligible for services under the grant. For projects requiring the acquisition of funds through the submittal of a grant application, the initiating Department will be responsible for the development of the grant in accordance with Agency guidelines.

Ideally, all grant applications for competitive grants need Board of Supervisors approval prior to submittal. (Guidance on grant development and authorization to submit an application for the Agency needs to be further developed.) See below on submission timelines for Board letters.

3. Procurement and Selection of a Contractor

Technical assistance on the form and content of the procurement process can be obtained by County GSA. If there will be a Request for Proposal, (RFP) the requesting Department shall coordinate with the HSA Administrative Services Department Contracts Unit in the development and administration of the procurement process by providing all technical, legislative or regulatory material applicable to the project. Keep in mind that most RFP solicitations allow at least four to eight weeks for respondents to submit applications. There is also typically another three to four weeks to convene a review panel, score the results and develop the recommendation(s) for approval.

4. Review of Request For Proposal Responses

All responses to Requests for Proposals issued by the Contracts & Grants Unit of the Human Services Agency will be subject to a three part evaluation process.

An initial “Tier I” review will be done by Contracts & Grants Unit staff to ensure that the proposal was received on time; the required number of copies are submitted, including an original signature Executive Summary form; and that all required attachments are included.

Proposals passing the Tier I review will be provided to an independent panel of qualified individuals identified and screened by the HSA department requesting the services. This panel normally consists of **a minimum of five** individuals. Evaluators are volunteers and should be selected based on their expertise in the subject area, ability to be impartial in the scoring of proposals and availability to serve on the panel. At least two of the five panel members should be non-HSA employees. The scoring of the proposals by the evaluators constitutes the “Tier II” review.

Contact information for the proposed evaluators will be provided to the Contracts & Grants Unit staff by the requesting department. A pre-meeting may be held with the evaluators along with a representative from the requesting department and Contracts Unit to provide an overview of the RFP and scoring process and outline the responsibilities of evaluators. Each evaluator will be provided a copy of the RFP, a copy of each of the proposals and score sheets to note scores and comments for each proposal(s). Evaluators will also need to sign and submit a Non-Disclosure/Conflict of Interest form attesting to their objectivity and expertise in reviewing and scoring the proposals.

Upon their review of each proposal, a post-meeting may be held with the evaluators along with the department representative and a representative from the Contracts & Grants Unit to discuss evaluator scores and written comments. The role of HSA staff is to provide technical assistance, but not to attempt to influence the scores the individual evaluators assign to the proposals. *The individual evaluator does not make a formal recommendation*, but rather provides an objective scoring that will be used in the final step of the evaluation process.

A report summarizing and analyzing scoring and comments is run in the Bonfire system and provided to the Department Deputy Director requesting the service. Tier III reviews are conducted by the Deputy Director of the department requesting the service. The Deputy will utilize the scoring, comments and ranking of the proposals, along with prior performance information that is relevant to factors in the current RFP in making a final recommendation on contract award(s). Thus, the highest scoring proposal may not always be the one that is finally recommended for funding. The final recommendation will be submitted to the Agency Executive Director for approval prior to notification of all RFP respondents.

SCORING

Proposals are generally scored on a 100 –point system. Some RFPs may offer bonus points for additional criteria (such as leveraged funds or Small/Minority/Women Owned business status). Scoring sheets will cover the

major categories of review, e.g., Administrative Capability, Program Design/Project Description/Scope of Services, Performance Capacity, Staff Qualifications, Fiscal Responsibility and Budget, etc. Within each major scoring category, sub-questions or further explanations from the RFP will be provided to guide the evaluator as they read and score the proposal.

5. Contract Development

The HSA Contracts Unit will develop all contracts for the Agency, with necessary input from the requesting Department. Contracts will utilize the County Administrative Manual procedures and GSA contract format and include appropriate Assurances and Certifications for the relevant fund source e.g., WIOA Assurance and Certifications. The contract development process may take several weeks so plan accordingly. All contracts need to include measurable performance outcomes and line item budgets.

6. Board of Supervisors Approval

All contracts over \$200,000 require approval of the Board of Supervisors. In such cases a Board letter requesting approval of the project, identifying the fund source in the County's budget and a description of the project is necessary. Contracts less than \$200,000 require approval by County's General Services Agency (GSA). All Board letters are developed and vetted through the Administrative Services Department. This may include input and review by Fiscal, BTD and HR Departments. The typical Board letter process is four weeks from development of a final draft of all components of the contract item to official Board action.

G:\Contracts & Grants\RFPs\RFP Contract Procedures2020.doc

ATTACHMENT #3

REQUEST TO WAIVE BIDDING REQUIREMENTS

REQUEST TO WAIVE BIDDING REQUIREMENTS

A request to waive the bidding requirements may be submitted when it is apparent that a needed product or service is uniquely available from only one source, or for all practical purposes, it is justifiably in the best interest of the County to forego traditional procurement methods.

Please review the criteria herein. If you feel your request meets the criteria, follow the instructions in filling out the form and attach it to your requisition. If the request is accepted by Procurement Services, the requisition can be expedited without the normal bidding requirements. Contacting Procurement Services early on in the procurement cycle is encouraged.

Procurement Services recognizes that departments often invest a great deal of time and effort in selecting a source or brand, prior to submitting a requisition to Procurement. Even though the department's review process prior to the submittal of a requisition may be sound, the lack of an effective means of communication between the Buyer and requesting departments can lead to lost time in completing the acquisition of a product or service. It will remain our responsibility to advise you when a particular competitive review process may both serve the County better and/or be required by the County's governing ordinance.

In order for us to accept a request to waive bidding requirements, the form must be signed by an authorized department representative. This certification will remain on file for audit purposes.

The employee submitting the waiver form must disclose in writing whether or not he/she has an actual, or potential, conflict of interest. County employees who have a business relationship with, or financial interest in, the recommended vendor must disclose the conflict of interest. Any employee with an actual, or potential, conflict of interest may not participate in the purchase decision.

This is an internal County review process. Departments are requested to use discretion in their discussion with vendors, so as to not compromise any competitive advantage the Buyer may utilize regardless of the acceptance or rejection of the request.

The Purchasing Agent, or authorized designee, will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

The following factors DO NOT apply to sole source/sole brand requests and should not be included. They will not be considered and will result in rejection or delay of your request.

- 1. Personal preference for product or vendor.**
- 2. Cost, vendor performance, and local service (these may be considered award factors in competitive bidding).**
- 3. Features which exceed the minimum department requirements.**

COUNTY OF VENTURA
GENERAL SERVICES AGENCY
PROCUREMENT SERVICES

REQUEST TO WAIVE BIDDING REQUIREMENTS

RX # _____

Estimated Total Cost: \$ _____

Item Description: _____

This form must accompany the purchase requisition document whenever an exception to the competitive bidding process is requested. Bidding requirements/thresholds can be found at:

http://vcweb/gsa/procurement/docs/Procurement_Thresholds_Guide_1.htm

INSTRUCTIONS

Please check all applicable categories below and provide additional information where indicated.

Sole Brand-No Substitutes:

The requested product has unique design/performance specifications or quality requirements that are not available in comparable products - only a single "brand/model" will meet the department's technical/functional requirements. For example, only the *Brand X* disinfectant meets the EPA's regulations for non-toxicity. *Brand X* is available through several distributors. *Brand X* would be considered a "sole brand" but not necessarily a sole source. If Brand X is not available from various vendors/distributors it would also be considered a sole source.

- ☐ Compatibility – has to match with existing equipment.

Explain why matching is required – use separate sheet if needed.

- ☐ Software upgrade/enhancement to existing software (i.e., adding modules to existing software).

Provide product name, year purchased, current version and new version.

- ☐ Unique product features, design, functionality, or technology not available from any other source. (On a separate sheet, provide detailed answers to the following questions. Failure to provide a complete response, including a lack of adequate and thorough research, could result in rejection or delay of your request.)

Describe the unique performance factors of the product/service specified.

Why are these specific factors required?

Describe, in detail, how research was conducted in identifying this particular product or vendor/supplier. Include a list of vendors contacted, date contact was made, and the reason the other vendors' product was not acceptable.

Sole Source or Sole Service Provider:

- ☐ Product is available only from one distributor, or direct from manufacturer.

Explain how this was determined.

- ☐ Continuity of service, or vendor expertise. (On a separate sheet, provide detailed answers to the following items. Failure to provide a complete response could result in a justification which is inadequate and may result in rejection or delay of your request.)

Explain why a particular expertise, or particular level of expertise, is critical.

Provide evidence that this contractor is the only source which has the required expertise.

Define the impact in terms of feasibility, time, and cost of educating another contractor to obtain that same level of expertise.

Describe, in detail, how research was conducted in identifying this particular vendor/supplier. Include a list of vendors contacted, date contact was made, and the reason the other vendors' qualifications were not adequate or acceptable.

Describe how the cost was determined to be reasonable. Note: A sole source cannot be based on cost. However, is it important that costs be customary and reasonable - particularly due to the lack of a competitive process.

I HEREBY CERTIFY THAT:

- 1) I am an approved department representative and am aware of the County's requirements for competitive bidding, as well as the criteria for justification for sole source/brand purchasing.
- 2) I have gathered the required technical information and have made a concerted effort to review comparable and/or equal equipment.
- 3) There is validity as to the information contained herein.
- 4) There is justification for sole source/sole brand purchasing noted above as it meets the County's criteria.
- 5) A sole source/brand purchase in this case would withstand a possible audit or a vendor's protest. [Should the waiver be challenged, my agency will be responsible for any, and all, charges \(county counsel/litigation/ court awarded damages\) incurred in defending against such protest.](#)

Signature

Date

Printed Name

Department Name

Title

Purchasing Approvals

Buyer Comments:

Verified/benchmarked cost _____

Piggyback availability checked _____

Are there any Federal funding requirements? _____Y/N

If yes, explain how the requirements were met.

Approved by:

Buyer

Date

Reviewed by:

Supervisor

Date

Procurement Services Manager

Date

**DISCLOSURE STATEMENT TO ACCOMPANY
REQUEST TO WAIVE BIDDING REQUIREMENTS**

Each individual involved in evaluating and/or in making a recommendation to purchase must complete, sign, and submit a Disclosure Statement with the applicable purchase document. Filing an annual statement of economic interest does not exempt an employee from this requirement. (Attach additional information if necessary.)

1. Please list any income or gifts you received from this company during the past 12 months:

2. Please list any financial interests (stocks, shares, investments, etc.) you have in this company:

3. Do you have any other type of business relationship with this company?

No ____ If yes, please describe _____

4. To the best of your knowledge, does any member of your departmental staff have a business relationship with this company?

No ____ If yes, provide name, title and description of relationship _____

5. Do you or any of your near relatives have any financial interest in this company?

6. Please provide any additional information you believe should be disclosed at this time:

7. I certify that the above information is true:

Signature

Printed Name

Title

Date

ATTACHMENT #4

SAMPLE PURCHASE ORDER & PROCUREMENT REQUEST EMAILS

Knight, Tina

Sent: Monday, July 24, 2017 11:46 AM

Please review the purchase procedures before completing the below template for purchases up to \$200,0 using any federal funds (partially or wholly federally supported). This constitutes the vast majority of HSA procurements. If you are certain there are no federal funds involved, please contact kathryn.scott@ventura.org for alternative requirements. Complete the information below for Purchase Request, attach all needed documents and email to your manager for approval. Your manager will approve by forwarding this email to HSA-Procurement@ventura.org.

Description of Goods/Services:

Justification:

Cost:

Suggested Vendor:

Additional Quotes/Bids:

<i>Quotes/Bids</i>	<u>Vendor #1</u>	<u>Vendor #2</u>	<u>Vendor #3</u>
Vendor Name			
Contact Name			
Address			
Phone #			
Quote Amount			
Qualifies as Small, Minority or Women-Owned Business?			

Requirements by Dollar Amount. Please check off items when attached

New Vendors

- ☐ W-9 Form
- ☐ Insurance (See attached what is needed)

Commodities (Materials & Equipment)**\$1,000 to \$10,000 Administrative Process**

- ☐ Email Template
- ☐ Quotes at buyers discretion

\$10,001 to \$60,000

- ☐ Email Template
- ☐ Written bids required

\$60,001 - \$200,000

- ☐ Email Template
- ☐ Competitive bidding is required.
 - ☐ Bid Waiver if over \$60,001 (Or GSA will do a Request for Proposal (RFP) if no bid waiver is attached)

Services**\$1 to \$10,000 Administrative Process**

- ☐ Email Template
- ☐ Quotes at buyers discretion
- ☐ Scope of Work
- ☐ Insurance with The County of Ventura as Additional Insured* (if new vendor)

\$10,001 to \$60,000

- ☐ Email Template
- ☐ Minimum of 3 Documented Quotes (attach all quotes/bids)
 - ☐ Attach certification of any bidder qualified as a Small, Minority or Women Owned Business (*if applicable*)
- ☐ Scope of Work
- ☐ Contract Template Agreement (Over \$25,000)
- ☐ Insurance with The County of Ventura as Additional Insured* (if new vendor)

\$60,001 - \$200,000

- ☐ Email Template
- ☐ Competitive bidding is required if over \$60,001
 - ☐ GSA will do a Request for Proposal (RFP) if no Request to Waive Bidding Requirements Form is attached

OR

- ☐ Attach completed & signed Request to Waive Bidding Requirements Form
- ☐ Attach Cost Price Analysis Form (required for Sole Source)
- ☐ Scope of Work
- ☐ Exhibit A (budget sheet) – if applicable
- ☐ Contract Template Agreement
- ☐ Insurance with The County of Ventura as Additional Insured* (if new vendor)

ATTACHMENT #5

GSA STANDARD BOILERPLATE CONTRACT

C O N T R A C T

This contract entered into this [REDACTED] day of [REDACTED], 201__, by and between the County of Ventura, a political subdivision of the State of California, hereinafter called "County" and [REDACTED] COMPANY, hereinafter called "Contractor."

W I T N E S S E T H

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing [REDACTED] services hereinafter described:

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

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

In consideration of the payments hereinafter set forth, Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and Exhibit A, attached hereto, County of Ventura Request for Proposal [REDACTED], Contractor's response dated [REDACTED] which by this reference, although not attached, made a part thereof.

2. **PAYMENTS**

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County will make payment to Contractor in the manner specified in Exhibit A.

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, employee, subcontractor, or otherwise, will have any claim under this contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

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 Workers' 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 of Ventura 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 of Ventura, 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.

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 _____, through _____ subject to all the terms and conditions set forth herein. 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 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 the County of any further obligation therefore.

6. **TERMINATION**

The County Purchasing Agent 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 4 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 of Ventura, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, County or others, judgments, debts, demands and liability, 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 claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. Contractor agrees to waive all rights of subrogation against County 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, broad form blanket contractual and \$50,000 fire legal liability.
- 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) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.

- B) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be 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 of Ventura, 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 of Ventura, Its Boards, Agencies, Departments, 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 of Ventura, 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 insure 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 Purchasing Agent. 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 [REDACTED] or his/her 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
GENERAL SERVICES AGENCY
PROCUREMENT SERVICES
800 SOUTH VICTORIA AVENUE
VENTURA, CALIFORNIA 93009-1080

TO CONTRACTOR: _____

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 of Ventura, 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 contract, statement, or promise not contained in this contract will be valid or binding.

19. **ORDER OF PRECEDENCE**

This contract supersedes all previous agreements, understandings and representations of any nature whatsoever, whether oral or written, and constitutes the entire understanding between the parties hereto.

20. **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.

21. **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.

22. **CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by the County of Ventura 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.

23. **COMPLIANCE WITH LAWS**

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

24. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

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

IN WITNESS WHEREOF the parties hereto have executed this Contract.

COUNTY OF VENTURA

CONTRACTOR

by: _____
Authorized Signature

by: _____
Authorized Signature

Printed name

Printed name

Title

Title

Date

Date

Tax Identification #

EXHIBIT "A"

CONTRACTOR RESPONSIBILITIES

X

COMPENSATION SCHEDULE

X

ATTACHMENT #6a

**CONTRACT BUDGET
FORM**

County of Ventura		Section B: Contract Budget	
1. PROGRAM YEAR: FROM: TO:		4. BASIC CONTRACT EFFECTIVE DATE: MOD 001: MOD 002: MOD 003: MOD 004:	
2. PROGRAM ACTIVITY:			
3. SUBGRANTEE:		5. CONTRACT NUMBER:	
COST CATEGORIES		BUDGET SUMMARY	IN-KIND COSTS
I. ADMINISTRATION			
A. STAFF SALARIES			
B. STAFF FRINGE BENEFITS			
C. STAFF TRAVEL			
D. STAFF EQUIPMENT			
E. FACILITIES			
F. CONSUMABLE SUPPLIES			
G. SUB-AGREEMENT(S)			
H. OTHER ADMINISTRATION COSTS			
SUBTOTAL SECTION I			
TOTAL SECTION I			
PERCENTAGE OF TOTAL CONTRACT BUDGET			
II. PROGRAM			
A. STAFF SALARIES			
B. STAFF FRINGE BENEFITS			
C. STAFF TRAVEL			
D. STAFF EQUIPMENT			
E. FACILITIES			
F. CONSUMABLE SUPPLIES			
G. TUITION AND ENTRANCE FEES (N/A)			
H. SINGLE UNIT COSTS (N/A)			
I. PARTICIPANT SUPPORT SERVICES (N/A)			
J. PARTICIPANT WAGES AND FRINGE BENEFITS (N/A)			
K. TEACHING AIDS, EQUIPMENT AND SUPPLIES			
L. SUB-AGREEMENT(S)			
M. OTHER TRAINING COSTS			
SUBTOTAL SECTION II			
TOTAL SECTION II			
PERCENTAGE OF TOTAL CONTRACT BUDGET			
TOTAL CONTRACT BUDGET			

County of Ventura		Section B: Contract Budget	
1. PROGRAM YEAR: FROM: TO:		4. BASIC CONTRACT EFFECTIVE DATE: MOD 001: MOD 002: MOD 003: MOD 004:	
2. PROGRAM ACTIVITY:			
3. SUBGRANTEE:		5. CONTRACT NUMBER:	

I. BUDGET**A. PAYMENT**

1. The Contractor and Subcontractors shall be paid on a cost reimbursement basis for the goods and services as stipulated in this Contract.

The total amount of the Contract shall be: \$0

If applicable, the total amount of In-Kind Costs shall be: \$0

The source(s) of any In-Kind Costs shall be:

2. There are two Cost Categories:

a. Administration \$0

b. Programs \$0

All expenditures must be allowable expenditures under Child Welfare Services and Adult Protective Services Allocations received by HSA.

The Contractor shall ensure that all invoiced costs are substantiated by verifiable source documents which shall provide a clear audit trail. The Contractor shall invoice the County for program costs incurred each month using County statement of cost forms. The monthly statement of cost form shall be submitted to the County accounting department by the tenth day of each month following the month expenditures occur.

Payment of accurate and approved invoices will be issued within thirty (30) days after receipt by the County. Inaccurate invoices shall be returned to the Contractor for correction. Consistently inaccurate or late invoices will result in payment delay and request for formal corrective action.

County of Ventura			Section B: Contract Budget			
1. PROGRAM YEAR: FROM: TO:			4. BASIC CONTRACT EFFECTIVE DATE: MOD 001: MOD 002: MOD 003: MOD 004:			
2. PROGRAM ACTIVITY:						
3. SUBGRANTEE:				5. CONTRACT NUMBER:		
CATEGORY I. ADMINISTRATION						
IA. STAFF SALARIES						
POSITION/TITLE	TOTAL NO. OF POSITIONS	HOURS PER WEEK	TOTAL NO. OF WEEKS	TOTAL HRS. (ROUNDED)	AVG. HOURLY RATE	TOTAL (ROUNDED)
(ENTER TOTAL ON BUDGET SUMMARY, PAGE 1, SECTION I, LINE A)				TOTAL		
IB. STAFF FRINGE BENEFITS						
FRINGE BENEFITS			RATE	AMT. RATE APPLIED TO	TOTAL (ROUNDED)	
OTHER						
(ENTER TOTAL ON BUDGET SUMMARY, PAGE 1, SECTION I, LINE B)				TOTAL		
I C. STAFF TRAVEL						
TRAVEL EXPENSE		MILES PER WEEK	RATE PER MILE	TIME (WEEKS)	TOTAL (ROUNDED)	
Reimbursement for use of auto (per week)						
RENTAL/LEASE(Auto/bus/etc.)(per day)		RATE(\$/):				
PER DIEM:	NO. DAYS:	RATE(\$/DAY):				
OTHER:	NO. DAYS:	RATE(\$/EA:				
OTHER:)	NO. DAYS:	RATE(\$/EA):				
(ENTER TOTAL ON BUDGET SUMMARY, PAGE 1, SECTION 1, LINE C)				TOTAL		

County of Ventura		Section B: Contract Budget			
1. PROGRAM YEAR: FROM: TO:		4. BASIC CONTRACT EFFECTIVE DATE: MOD 001: MOD 002: MOD 003: MOD 004:			
2. PROGRAM ACTIVITY:					
3. SUBGRANTEE:				5. CONTRACT NUMBER:	
I D. STAFF EQUIPMENT					
EQUIPMENT FOR STAFF - PURCHASE					
DESCRIPTION	QUANTITY	UNIT COST	TOTAL (ROUNDED)		
(PURCHASE) SUB-TOTAL					
EQUIPMENT FOR STAFF - LEASE					
DESCRIPTION	QUANTITY	MONTHLY RATE	NUMBER OF MONTHS	TOTAL (ROUNDED)	
(LEASE) SUB-TOTAL					
(ENTER THE SUMMATION OF SUB TOTAL(S) I D, AND ENTER TOTAL ON BUDGET SUMMARY, PAGE 1, SECTION I, LINE D)				TOTAL	
I E. FACILITIES					
LEASE	SQUARE FEET	RATE/SQ. FT. PER MONTH	MONTH(S) IN USE	PERCENTAGE OF USE	TOTAL (ROUNDED)
LOCATION 1:					
LOCATION 2:					
(LEASE) SUB-TOTAL					

County of Ventura		Section B: Contract Budget	
1. PROGRAM YEAR: FROM: TO:		4. BASIC CONTRACT EFFECTIVE DATE: MOD 001: MOD 002: MOD 003: MOD 004:	
2. PROGRAM ACTIVITY:			
3. SUBGRANTEE:		5. CONTRACT NUMBER:	
FACILITIES - UTILITIES AND CUSTODIAL			
TYPE	COST PER MONTH	NUMBER OF MONTH(S)	TOTAL (ROUNDED)
GAS			
WATER AND POWER			
CUSTODIAL (SERVICE AND/OR SUPPLIES ONLY)			
TELEPHONE (INSTALLATION)			
(BASE)			
(UTILITIES & CUSTODIAL) SUB-TOTAL			
(ENTER THE SUMMATION OF SUB TOTAL(S) I E, AND ENTER TOTAL ON BUDGET SUMMARY, PAGE 1, SECTION I, LINE E)			TOTAL
I F. CONSUMABLE SUPPLIES			
DESCRIPTION	QUANTITY OR NO. MO.	UNIT COST	TOTAL (ROUNDED)
(ENTER TOTAL ON BUDGET SUMMARY, PAGE 1, SECTION I, LINE F)			TOTAL
I G. SUB-AGREEMENT(S) (Specify)			COST PER
(ENTER TOTAL ON BUDGET SUMMARY, PAGE 1, SECTION I, LINE G)			TOTAL
I H. OTHER ADMINISTRATION COSTS			
DESCRIPTION	QUANTITY	UNIT COST PER MONTH	TOTAL (ROUNDED)
(ENTER TOTAL ON BUDGET SUMMARY, PAGE 1, SECTION I, LINE H)			TOTAL

County of Ventura			Section B: Contract Budget			
1. PROGRAM YEAR: FROM: TO:			4. BASIC CONTRACT EFFECTIVE DATE: MOD 001: MOD 002: MOD 003: MOD 004:			
2. PROGRAM ACTIVITY:						
3. SUBGRANTEE:				5. CONTRACT NUMBER:		
CATEGORY II. PROGRAMS						
II A. STAFF SALARIES						
POSITION/TITLE	TOTAL NO. OF POSITIONS	HOURS PER WEEK	TOTAL NO. OF WEEKS	TOTAL HOURS (ROUNDED)	AVG. HOURLY RATE	TOTAL (ROUNDED)
(ENTER TOTAL ON BUDGET SUMMARY, PAGE 1, SECTION II, LINE A)				TOTAL		
II B. STAFF FRINGE BENEFITS						
FRINGE BENEFITS				AMT. RATE APPLIED TO		TOTAL (ROUNDED)
OTHER						
(ENTER TOTAL ON BUDGET SUMMARY, PAGE 1, SECTION I, LINE B)				TOTAL		

County of Ventura		Section B: Contract Budget		
1. PROGRAM YEAR: FROM: TO:		4. BASIC CONTRACT EFFECTIVE DATE: MOD 001: MOD 002: MOD 003: MOD 004:		
2. PROGRAM ACTIVITY:				
3. SUBGRANTEE:			5. CONTRACT NUMBER:	
II C. STAFF TRAVEL				
TRAVEL EXPENSE	MILES PER WEEK	RATE PER MILE	TIME (WEEKS)	TOTAL (ROUNDED)
Reimbursement for use of Auto (Per Week)				
RENTAL/LEASE (Auto/Bus/Etc.)(Per Day):	RATE(\$/WK):			
PER DIEM:	NO. DAYS:	RATE (\$/DAY):		
OTHER:	NO. DAYS:	RATE(\$/EA):		
OTHER:	NO. DAYS:	RATE(\$/EA):		
(ENTER TOTAL ON BUDGET SUMMARY, PAGE 1, SECTION II, LINE C)				TOTAL
II D. STAFF EQUIPMENT - PURCHASE AND DEPRECIATION				
DESCRIPTION	QUANTITY	MONTHLY UNIT COST	TOTAL (ROUNDED)	
(PURCHASE) SUB-TOTAL				
EQUIPMENT FOR STAFF - USAGE				
DESCRIPTION	QUANTITY	MONTHLY RATE	NUMBER OF MONTHS	TOTAL (ROUNDED)
(USAGE) SUB-TOTAL				
(ENTER THE SUMMATION OF SUB TOTAL(S) II.D., AND ENTER TOTAL ON BUDGET SUMMARY, PAGE 1, SECTION II, LINE D)				TOTAL

County of Ventura			Section B: Contract Budget		
1. PROGRAM YEAR: FROM: TO:			4. BASIC CONTRACT EFFECTIVE DATE: MOD 001: MOD 002: MOD 003: MOD 004:		
2. PROGRAM ACTIVITY:					
3. SUBGRANTEE:				5. CONTRACT NUMBER:	
II E. FACILITIES					
LEASE	SQUARE FEET	RATE/SQ. FT. PER MONTH	MONTH(S) IN USE	PERCENT USE	TOTAL (ROUNDED)
Location 1:					
Location 2:					
Location 3:					
(LEASE) SUB-TOTAL					
FACILITIES - UTILITIES AND CUSTODIAL					
TYPE		COST PER MONTH	NUMBER OF MONTH(S)	TOTAL (ROUNDED)	
GAS					
WATER AND POWER					
CUSTODIAL (SERVICE AND/OR SUPPLIES)					
TELEPHONE (INSTALLATION) -					
(BASE) + Options					
(TOLL)					
(UTILITIES AND CUSTODIAL) SUB-TOTAL					
(ENTER THE SUMMATION OF SUB TOTAL(S) II E, AND ENTER TOTAL ON BUDGET SUMMARY, PAGE 1, SECTION II, LINE E)				TOTAL	
II F. CONSUMABLE SUPPLIES					
DESCRIPTION		QUANTITY	UNIT COST PER MONTH	TOTAL (ROUNDED)	
(ENTER TOTAL ON BUDGET SUMMARY, PAGE 1, SECTION II, LINE F)				TOTAL	
II G. TUITION AND ENTRANCE FEES					TOTAL (ROUNDED)
DESCRIPTION			SPECIFIC CALCULATIONS		
ENTER TOTAL ON BUDGET SUMMARY, PAGE 1, SECTION II, LINE G)					TOTAL

County of Ventura		Section B: Contract Budget			
1. PROGRAM YEAR: FROM: TO:		4. BASIC CONTRACT EFFECTIVE DATE: MOD 001: MOD 002: MOD 003: MOD 004:			
2. PROGRAM ACTIVITY:					
3. SUBGRANTEE:				5. CONTRACT NUMBER:	
II H. INTAKE AND RECRUITMENT (Specify)					COST PER
ENTER TOTAL ON BUDGET SUMMARY, PAGE 1, SECTION II, LINE H)					TOTAL
II I. PARTICIPANT SUPPORT SERVICES					
DESCRIPTION				SPECIFIC CALCULATIONS	TOTAL (ROUNDED)
(ENTER TOTAL ON BUDGET SUMMARY, PAGE 1, SECTION II, LINE I)				TOTAL	
II J. PARTICIPANT WAGES AND FRINGE BENEFITS - WAGES					
NUMBER OF SLOTS (BY DIFFERENT HOURLY RATES)	HOURS PER WEEK PER SLOT	NUMBER OF WEEKS	TOTAL HOURS (ROUNDED)	RATE PER HOUR	TOTAL (ROUNDED)
NO. PART'S:					
(WAGES) SUB-TOTAL					
FRINGE BENEFITS					
FRINGE BENEFITS	RATE	AMT. RATE APPLIED TO	TOTAL (ROUNDED)		
SOCIAL SECURITY/MEDICARE					
WORKERS' COMPENSATION					
OTHER: Federal Unemployment Insurance (FUTA)					
OTHER:					
OTHER:					
(FRINGE BENEFITS) SUB-TOTAL					
(ENTER THE SUMMATION OF SUB TOTAL(S) II.J., AND ENTER TOTAL ON BUDGET SUMMARY, PAGE 1, SECTION II, LINE J)					TOTAL

County of Ventura		Section B: Contract Budget	
1. PROGRAM YEAR: FROM: TO:		4. BASIC CONTRACT EFFECTIVE DATE: MOD 001: MOD 002: MOD 003: MOD 004:	
2. PROGRAM ACTIVITY:			
3. SUBGRANTEE:		5. CONTRACT NUMBER:	
II K. TEACHING AIDS, EQUIPMENT AND SUPPLIES			
DESCRIPTION	QUANTITY	UNIT COST	TOTAL (ROUNDED)
(ENTER TOTAL ON BUDGET SUMMARY, PAGE 1, SECTION II, LINE K)			TOTAL
II L. SUB-AGREEMENT(S) (Specify)			COST PER
(ENTER TOTAL ON BUDGET SUMMARY, PAGE 1, SECTION II, LINE L)			TOTAL
II M. OTHER TRAINING COSTS			
DESCRIPTION	QUANTITY OR NO. MO.	UNIT COST PER MO.	TOTAL (ROUNDED)
(ENTER TOTAL ON BUDGET SUMMARY, PAGE 1, SECTION II, LINE M)			TOTAL

ATTACHMENT #6b

**MODIFICATION BUDGET
FORM**

County of Ventura		Exhibit B-1	
1. PROGRAM YEAR: FROM: TO:		4. BASIC CONTRACT EFFECTIVE DATE: MOD 001: MOD 002: MOD 003: MOD 004:	
2. PROGRAM ACTIVITY:			
3. SUBGRANTEE:		5. CONTRACT NUMBER:	
COST CATEGORIES	ORIGINAL BUDGET	REVISED BUDGET	ADJUSTMENT
I. ADMINISTRATION			
A. STAFF SALARIES			
B. STAFF FRINGE BENEFITS			
C. STAFF TRAVEL			
D. STAFF EQUIPMENT			
E. FACILITIES			
F. CONSUMABLE SUPPLIES			
G. SUB-AGREEMENT(S)			
H. OTHER ADMINISTRATION COSTS			
SUBTOTAL SECTION I			
TOTAL SECTION I			
PERCENTAGE OF TOTAL CONTRACT BUDGET			
II. PROGRAM			
A. STAFF SALARIES			
B. STAFF FRINGE BENEFITS			
C. STAFF TRAVEL			
D. STAFF EQUIPMENT			
E. FACILITIES			
F. CONSUMABLE SUPPLIES			
G. TUITION AND ENTRANCE FEES			
H. SINGLE UNIT COSTS			
I. PARTICIPANT SUPPORT SERVICES			
J. PARTICIPANT WAGES AND FRINGE BENEFITS			
K. TEACHING AIDS, EQUIPMENT AND SUPPLIES			
L. SUB-AGREEMENT(S)			
M. OTHER TRAINING COSTS			
SUBTOTAL SECTION II			
TOTAL SECTION II			
PERCENTAGE OF TOTAL CONTRACT BUDGET			
TOTAL CONTRACT BUDGET			

ATTACHMENT #7

HSA STANDARD BOILERPLATE CONTRACT

COUNTY OF VENTURA PD #

Contractor	XYZ
Contract #	C1819.XX
Contract Project	SAMPLE
Term	July 1, XXXX-June 30, XXXX
Contract Amount	\$
Fund Source	ABC
Is this contract a subaward of federal funds?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (If yes please see Schedule of Federal Funding Exhibit for Details)

C O N T R A C T

This contract entered into this **1st day of July 2018**, by and between the COUNTY OF VENTURA, a political subdivision of the State of California, hereinafter called "County," and **XYZ (Non-Profit Corporation)**, hereinafter called "Contractor."

W I T N E S S E T H

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of providing the services hereinafter described:

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

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

In consideration of the payments hereinafter set forth, Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and in **Exhibits A, B, C, and D** to this contract.

2. **PAYMENTS**

In consideration of the services rendered in accordance with all applicable terms, conditions and specifications, County will make payment to Contractor in the manner specified in **Exhibit A** and in accordance with the approved budget for this Contract herein included as **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, employee, subcontractor, or otherwise, will have any claim under this contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

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 of Ventura 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 of Ventura, for or on account of any liability under any of said Acts which may be incurred by reason of any work to be performed under this Contract.

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**

The term of this contract is from July 1, 2013 – June 30, 2014, subject to all terms and conditions set forth herein and subject to the appropriation of funds by the Board of Supervisors. If funds are not appropriated for this Contract and/or if the maximum amount of funds appropriated is expended, then this Contract may be immediately terminated by the County with no further obligations to Contractor. Time is of the essence in the performance of this Contract.

6. **TERMINATION**

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. 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 in the event of termination.

This right of termination belonging to the County of Ventura may be exercised

without prejudice to any other remedy to 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, 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 4 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 of Ventura, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, judgments, debts, demands and/or liability, 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 claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. Contractor agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this contract.

9. **INSURANCE PROVISIONS**

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 unless waived or reduced by County Risk Management:

- a. Commercial 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, broad form blanket contractual and \$50,000 fire legal liability.
- b. 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. Contractor must have on file evidence of auto insurance in the minimum amount of \$100,000 CSL bodily injury & property damage for all employees and volunteers associated with the contract.
- c. 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.

- d. Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$3,000,000 aggregate as applicable.
- e. All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Contractor's insurance coverage and will not contribute to it.
- f. County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- g. The County of Ventura, its Boards, Agencies, Departments, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Contractor under the terms of this contract on all policies required (except Workers' Compensation).
- h. Contractor agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this contract.
- i. 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 of Ventura, Risk Management Division.
- j. 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 endorsements.
 - 3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others).
 - 4. Failure to provide these documents will be grounds for immediate termination or suspension of this contract.
- k. If any coverage is on a "Claims Made" form or basis, Contractor must for a period of three (3) years after the date when this contract is terminated, completed, or not renewed, maintain insurance with a retroactive date that is on or before the start of services pursuant to this contract OR purchase an extended reported period endorsement (tail coverage).

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 unlawful discrimination under this Contract.

b. Employment.

Contractor will insure 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 Contract Representative. 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.

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 shall be in writing and may be given by personal delivery, by established overnight delivery service (such as Federal Express, UPS, etc.), by facsimile transmission (with documentation confirming receipt) coupled with notice by mail, or by U.S. mail alone. All notices shall be addressed or delivered as follows:

TO COUNTY: TINA KNIGHT
 CONTRACTS MANAGER
 HUMAN SERVICES AGENCY
 855 PARTRIDGE WAY
 VENTURA, CA 93003

TO CONTRACTOR: XYZ

Either party may, by giving written notice in accordance with this paragraph, change the names, addresses or facsimile numbers of the persons or departments designated for receipt of future notices. When addressed in accordance with this section and deposited in the United States mail, certified or registered mail, postage prepaid, notices shall be deemed given on the third day following such deposit in the United States mail. When given by facsimile transmission, as provided above, notice shall be deemed given on the first regular working day following transmission and receipt of the facsimile transmission. In all other instances, notices shall 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 of Ventura, 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 contract, statement, or promise not contained in this contract will be valid or binding.

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 of Ventura 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. **LIVING WAGE ORDINANCE**

Unless otherwise exempt in accordance with the provisions of the Ordinance, this contract is subject to the applicable provisions of the County's "Living Wage Ordinance" ("LWO") (Ventura County Ordinance Code section 4950 et seq.), as amended from time to time. As specified elsewhere in this Agreement, to the extent that federal, state or other applicable requirements require payment of particular employees at a higher rate, the higher rate must be paid.

- a. Under the LWO, covered employees must be paid at no less than the minimum initial wage rate as defined in the LWO, as the same may be adjusted each July 1, with provision of health benefits as defined in the LWO when required.
- b. Ventura County Ordinance Code section 4957 requires that the following be included in contracts subject to the LWO: "This contract is subject to the County of Ventura Living Wage Ordinance. The Ordinance requires the payment of a living wage and accompanying paid time off to all covered employees engaged in providing services pursuant to a service contract as defined in Sec. 4952(f). Misrepresentation during the procurement or contracting process in order to secure the contract will disqualify a bidder or contractor from further consideration in the procurement or contracting process. Failure to comply once a contract has been awarded will constitute a material breach of the contract and may result, among other things, in the suspension or termination of the affected contract and debarment from future County contracting opportunities for a period

not to exceed three years.”

- c. Contractor pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. Contractor shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor shall deliver executed pledges from each such Subcontractor to the County within 90 days of the execution of the Subcontract.
- d. The Contractor, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the County with regard to the employer's compliance or anticipated compliance with the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or for otherwise asserting rights under the LWO. Contractor shall post the Notice of Prohibition Against Retaliation provided by the County.
- e. Any Subcontract entered into by the Contractor relating to this Agreement shall, unless exempt or excepted under the LWO, be subject to the provisions of the LWO and shall incorporate the "Living Wage Ordinance."
- f. Contractor shall comply with all rules, regulations, and policies promulgated by the County administrative agency administering the LWO, as the same presently exist or as they may be amended from time to time.
- g. Contractor shall complete a Declaration of Compliance within 10 days of contract award proclaiming its adherence to the Living Wage Ordinance.
- h. Under the provisions of Section 4960 of the LWO, the County shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the County determines that the subject Contractor has violated provisions of the LWO.
- i. Where under the LWO Section 4959, the County administrative agency administering the LWO has determined (1) that the Contractor is in violation of the LWO in having failed to pay some or all of the living wage, and (2) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the Contractor in accordance with the following procedures. Impoundment shall mean that from monies due the Contractor, the awarding authority may deduct the amount determined to be due and owing by the Contractor to its employees. Such monies shall be placed in the holding account referred to in LWO policies and procedures. Whether the Contractor is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The Contractor may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the County.

25. Exhibit List

Contractor shall comply with the Contract along with the Exhibits listed below.

Exhibit A-Scope of Work
Exhibit B-Budget
Exhibit C-Performance Measures
Exhibit D-General Contract Conditions

IN WITNESS WHEREOF the parties hereto have executed this Contract.

COUNTY OF VENTURA	CONTRACTOR
By:	By:
Printed Name:	Printed Name:
Title: CHAIR, BOARD OF SUPERVISORS	Title:
Date:	Date:
	Tax ID # On File

ATTACHMENT #8

SAMPLE SCOPE OF WORK

EXHIBIT A (Sample Scope of Work Format)

AGENCY/PROGRAM NAME:

I. PROGRAM OBJECTIVES

Provides a brief summary describing the program purpose and objectives.

II. CONTRACTOR RESPONSIBILITIES

Identifies specific services that Contractor will provide under the contract.

Example:

A. CONTRACTOR shall provide all of the following services:

1. Provide four full-time licensed therapists to provide counseling services to children and families referred exclusively by the Human Services Agency-Children and Family Services at the facility located at (address), from Monday-Friday, 8 a.m.-5pm.
2. Maintain client case files with sufficient documentation to validate all services rendered. Case files will contain the following documents: treatment plan, weekly case notes, intake/assessment form, pre and post tests administered, listing of supportive services rendered etc.

III. COUNTY RESPONSIBILITIES

Identifies specific services that County will provide under the contract.

Example:

COUNTY shall provide the following services in the operation of this contract:

1. Assign staff to provide technical assistance, resolve issues, develop program policies, procedures, forms, and to ensure ongoing collaboration and coordination of program services with CONTRACTOR, as necessary.
2. Refer appropriate clients to the CONTRACTOR for services under this contract.
3. Review claims and pay CONTRACTOR for services rendered in accordance with the terms and conditions of this contract.

IV. PERFORMANCE MEASURES

Identifies reporting requirements applicable to identified performance outcomes specified in Exhibit C of the contract.

Example:

- A. CONTRACTOR shall submit cumulative performance reports to the COUNTY on a quarterly basis.
- B. Reports shall detail all work performed, identified in **Exhibit C** and any obstacles to achieving the expected outcomes. Reports are due within 15 days after the end of each quarter, with the first report due no later than October 15, 2008 for the quarter ending September 30, 2008.

V. COMPENSATION SCHEDULE

Identifies payment terms and conditions of the contract: method, maximum amount, billing requirements and due dates, budget and other terms.

Example:

- A. This is a cost reimbursement contract. The total amount of this contract shall not exceed \$XXXX. CONTRACTOR shall be paid in arrears for all costs incurred and paid in support of this contract. CONTRACTOR shall submit an invoice monthly for all expenses incurred and paid for the previous month no later than the tenth calendar day of the subsequent month to Human Services Agency-Fiscal Division. If Contract

INTERFACE CHILDREN FAMILY SERVICES DOMESTIC VIOLENCE

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invoices or other required documentation are not submitted within ninety (90) days of the activity occurring, the CONTRACTOR will be subject to corrective action and/or sanctions. The CONTRACTOR may be subject to penalties of up to **\$50.00 per day beginning the 90th day after original due date.**

- B. Invoices for services provided through a subcontract shall be paid by the CONTRACTOR with such amounts included in CONTRACTOR'S regular invoice to the COUNTY for reimbursement.
- C. In accordance with the approved budget, included herein as **Exhibit B**, COUNTY shall reimburse to the CONTRACTOR the approved costs within 30 days of the receipt of an approved invoice.

VI. MONITORING

Identifies references to certain monitoring provisions of the contract.

Example:

- A. COUNTY may monitor and evaluate CONTRACTOR to ensure compliance with the terms of this agreement.
- B. Failure to resolve a deficiency within 90 days of the monitoring may cause withholding of funds by the COUNTY.
- C. Monitoring reports will be used to evaluate requests for proposals for new contracts and for making program improvements should this contract be renewed.

Note: County HSA reserves the right to modify the scope of work format to meet any necessary requirements as needed.

ATTACHMENT #9

SAMPLE PERFORMANCE MEASURES

Exhibit C (Sample Format Performance Measures/Outcomes)

AGENCY/PROGRAM NAME:

Following is an example of a current format used and one sample measure:

Outcome/Indicator	Plan	Actual	% of Total
Process Measures			
1. Provide counseling services to eligible children and families referred by HSA-CFS	100 eligible children per month will receive counseling services	95 eligible children received counseling services	95% of target goal achieved
Outcome Measures			
1. Children and families receiving counseling services will learn new skills in anger management	90% of clients completing anger management training will show an increase in skills and knowledge as measured by pre and post tests	85/100 clients reported higher scores on post test)	85%

Note: Performance measures and outcomes are unique for every program/service contracted and the Contractor will need to consult with appropriate County HSA Program Managers (i.e. Children & Family Services) and HSA Contract staff to develop quantitative and qualitative measures that will be used to evaluate performance. The measures and outcomes should directly link to the contract deliverables agreed to in Exhibit A of the agreement. During the course of the program it may be necessary to refine outcomes and measures as new or updated data or information becomes known. Any necessary changes to performance outcomes/measures would be incorporated through a contract modification agreed to between both parties.

ATTACHMENT #10

GENERAL CONDITIONS, ASSURANCES & CERTIFICATIONS

GENERAL CONTRACT CONDITIONS – EXHIBIT D

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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 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

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- the contract.
- b. At the expiration of the term of the contract or upon termination prior to the 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,

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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 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 insure 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

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

14. Political Activities Prohibited (Hatch Act)

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.

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 \$100,000, 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. 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.

18. 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 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

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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.

19. 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 years and all payroll and financial records for a period of seven 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 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 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.

20. 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.

21. 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

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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 months after receipt of the audit report.

22. In-Kind or Cash Match

If a match requirement is included in the contract, Contractor shall make such cash and/or

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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.

23. Termination

The agreement may be terminated in whole or in part for any of the three 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.

24. 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
- d. in whole or in part with funds provided under this contract and all related parts, unless otherwise specified by County.
- e. 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.

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25. 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.

26. 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.

Participation in programs and activities financially assisted in whole or in part under WIOA or other fund source will be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the Attorney General to work in the United States. Contractor agrees to abide by the Immigration Reform and Control Act of 1986, as amended.

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 and verifying compliance with the Equal Opportunity Act.

27. 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 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.

28. 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

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invoice. Payments for authorized supplemental invoices shall be made as part of the next regular claim cycle.

29. 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.

30. Working Capital

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

31. 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.

32. 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.

33. 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.

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.

34. Conditions Prerequisite to Payments

Notwithstanding any other provision of the contract, the County may elect not to make

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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.

35. 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.

36. 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.

37. 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 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,

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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.

38. 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.

39. 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.

40. 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 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,

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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.

41. 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.

42. 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.

43. Signatures

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

44. 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.

45. 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 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.

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46. 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:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
2. Establish a Drug-Free Awareness program as required to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The person's or organization's policy of maintaining a drug-free workplace;
 - (c) Any available counseling, rehabilitation and employee assistance programs; and,
 - (d) Penalties that may be imposed upon employees for drug abuse violations
3. Every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement; and,
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

47. 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:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from, covered transactions by any Federal department or agency;
- (2) 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,

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bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for, or otherwise criminally or civilly charged by, a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and

(4) 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.

48. 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.

49. 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).

50. 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 and MIS Forms) 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.

51. Program Income

Program income is defined as income received by the Contractor that is directly

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generated by a grant or sub-grant supported activity, or earned only as a result of the grant or sub-grant.

- (1) 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.
- (2) 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.

52. 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;

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- 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 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 3 times the amount of damages which the Government sustains because of the act of that person.

53. 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.

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

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Federal regulations and Governors policies and procedures issued pursuant to 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

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has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this Act. No jobs will be created in a promotional line that will infringe in anyway upon the promotional opportunities of currently employed individuals. (WIOA Reg. 667.270)

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, or □ the prevailing rates of pay for individuals employed in similar occupations by the same employer, (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. 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

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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.

9. 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.

10. 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.

11. 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)

12. 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 Administration all allegations of WIOA-related fraud, abuse, and other criminal activity in accordance with local directive.

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13. 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.

14. 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.

15. 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

GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS

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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 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.

16. 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 Investment Act of 1998 knowingly enrolls an ineligible participant, embezzles, willfully misapplies, steals, or obtains by fraud any of the monies, funds, assets, or property which are the subject of a financial assistance agreement or 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 of refusal to employ or refusal to renew a contract of employment in connection with a financial assistance agreement or contract under title I of the Workforce Investment Act of 1998 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

GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS

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USC Section 655.b).

- c. Whoever willfully obstructs or impedes or willfully endeavors to obstruct or impede, an investigation or inquiry under the Workforce Investment Act of 1998, 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)

17. 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.

18. 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.)

19. 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.

20. 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.
- 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))

21. 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

GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS

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performance goals.

22. 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

- a. 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.
- b. 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.

ATTACHMENT #11

TECHNOLOGY ACCESS FORMS

**Human Service Agency
County of Ventura**

**Technology Systems Use and Access
Confidential Client Information/Data
(Contractor Employee Signature Form)**

During the course and scope of employment as an employee with **(Contractor name)**, I understand that I will/may, have access to County of Ventura Human Services Agency (HSA) computerized networks, computer systems, or other such repositories of client information and/or data. Such access, if any, will be determined and approved solely by HSA.

I agree to comply with the terms and conditions of all County, Human Services Agency, and division policies and/or procedures that pertain to the access, use, and handling of client information/data and/or the access and use of Agency computerized systems. I further understand that compliance with these policies is a requirement of my current assignment, with the above named contractor, and that any violation(s) on my part may result in removal from this assignment, and/or exposure to civil and/or criminal penalties.

I further understand that through the normal course and scope of employment, I will/may have access to client and/or employee information, which is considered personal and/or confidential. All case files, data files, and/or records, regardless of format or media, relating to any public assistance or protective services client, program, or benefit, and any employee information and/or personnel file are strictly confidential. Such information shall not be discussed or shared, either verbally or in writing, or reproduced, copied, transmitted or duplicated, in any manner except that which is required during the normal course and scope of employment. Any violation or breach of this confidentiality is grounds for disciplinary action and may result in dismissal. A breach of client confidentiality is illegal, and punishable by law.

By signing below, I acknowledge that I have read, understand and agree to be legally bound by the terms and conditions of the above mentioned documents, policies and procedures and agree to comply with all terms and conditions.

Name of Contractor: **XXXX** Contract Number: **(if applicable)**

Agency Authorized Representative _____
(Printed)

Agency Authorized Representative _____ Date: _____
(Signature)

Contractor's Authorized Representative: _____
(Printed)

Contractor's Authorized Representative: _____ Date: _____
(Signature)

Name of Contractor Employee: _____
(Printed)

Name of Contractor Employee: _____ Date: _____
(Signature)

ATTACHMENT #12

CONTRACT CLOSEOUT

**Contract Closeout Package
Transmittal Sheet**

To:

From:

Contract Number

Contract Period

As authorized representative of the Contractor organization noted above, I have taken actions related to the Closeout of the above referenced contract, and am enclosing the required documents as follows:

Submitted	Received	Documents
<input type="checkbox"/>	<input type="checkbox"/>	Transmittal Sheet
<input type="checkbox"/>	<input type="checkbox"/>	Closeout Certification Approval
<input type="checkbox"/>	<input type="checkbox"/>	Contract Data Summary Sheet
<input type="checkbox"/>	<input type="checkbox"/>	Participant Comparison List
<input type="checkbox"/>	<input type="checkbox"/>	Performance Measurement Data
<input type="checkbox"/>	<input type="checkbox"/>	Contractor's Assignment of Refunds Rebates and Credits (Cost Reimburse. Contracts)
<input type="checkbox"/>	<input type="checkbox"/>	Financial Reconciliation Worksheet
<input type="checkbox"/>	<input type="checkbox"/>	Final Property Inventory Certification
<input type="checkbox"/>	<input type="checkbox"/>	Detailed Statement of Receipts
<input type="checkbox"/>	<input type="checkbox"/>	Detailed Statement of Expenditures
<input type="checkbox"/>	<input type="checkbox"/>	Contractor's Release
<input type="checkbox"/>	<input type="checkbox"/>	Closeout Tax Certification

CONTRACT CLOSEOUT PACKAGE

The attached documents are to be completed by your organization to close out your contract. The completed Contract Closeout Package is due within forty-five (45) calendar days following the termination of the Contract, unless specified sooner by State Directive. Contracts are considered terminated when fully executed, when the contract period has expired, or when the contract has been terminated for any reason by either party.

The package consists of:

- Transmittal Sheet
- Closeout Certification Approval
- Contract Data Summary Sheet
- Participant Comparison List
- Performance Measurement Data
- Contractor's Assignment of Refunds Rebates and Credits
(Cost Reimb. Contracts)
- Financial Reconciliation Worksheet
- Final Property Inventory Certification
- Detailed Statement of Receipts
- Detailed Statement of Expenditures
- Contractor's Release
- Closeout Tax Certification

If you have questions concerning the Contract Closeout Package, please contact Tina Knight, Contracts & Grants Manager at 805-477-5442 or your designated Contract Specialist.

CLOSEOUT CERTIFICATION APPROVAL

Financial Record Retention

We agree to abide by the following provisions:

Financial records must be retained for 3 years from the date of the final Financial Closeout Package.

Unresolved issues (which may include but are not limited to audit findings, litigation and bankruptcy) would necessitate a longer retention period. The 3-year clock would be adjusted after resolution of the issue and/or submission of a revised closeout package.

Access to Records

Authorized representatives of the U.S. Department of Labor and the awarding agency shall have timely and reasonable access to any pertinent books, documents, papers, or other records of the Contractor in order to make audits, examinations, excerpts, and transcripts.

I certify that, to the best of my knowledge, the information contained on this form, and on all other closeout forms and documents for the Contract indicated below, is correct and complete.

This Closeout Package for Contract No.: _____ has been executed this ____ day of _____ 20____.

Authorized Signature: _____

Typed Name and Title: _____

Telephone Number: _____

For Internal Use Only

Reviewed by: _____ Date: _____
Contracts

Reviewed by: _____ Date: _____
Fiscal

Approved by: _____ Date: _____
Fiscal

Remarks:

CONTRACT DATA SUMMARY SHEET

SECTION I. COUNCIL/BOARD ALLOCATIONS/AWARD

1.	Original allocation date	_____	Amount	_____
2.	Additional allocation date	_____	Amount	_____
3.	Additional allocation date	_____	Amount	_____
4.	Additional allocation date	_____	Amount	_____
5.	Total allocation amount	(Sum of items 1-4) _____		

SECTION II. SERVICE PROVIDER EXPENDITURES

1.	Prior year expenditures (multiple year contracts only)	_____
2.	Current year expenditures	_____
3.	Unexpended contract balance	_____
4.	Unexpended contract balance to be deobligated	_____
5.	Unexpended contract balance to be carried forward	_____

SECTION III. CONTRACT DATA

CONTRACT NO.: _____ AMOUNT _____ FROM: _____ TO: _____

	<u>Contract Modification No.(s):</u>	<u>Amount</u>	<u>Modification(s) Period</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

SECTION IV. CONTRACT PERFORMANCE SUMMARY

CATEGORY	TOTAL EXPENDITURES	TOTAL ENROLLMENTS	EXITS	
			SOFT	HARD
ACTUAL				
PLAN				
% TO PLAN				

PARTICIPANT COMPARISON LIST

The purpose of this form is to enable the County to compare data from the Contractor's records along with the County's MIS and fiscal records. Please list all participants in alphabetical order by last name. Include name, social security number, enrollment and termination dates according to Contractor program records. This listing will be a final reconciliation of records between the Contractor and the LWIA. The Contractor may use their own format in providing the requested information.

CONTRACTOR:

CONTRACT NO.

Page of

[illegible]

PERFORMANCE MEASUREMENTS DATA

PARTICIPANT NAME	OLDER YOUTH/ YOUNGER YOUTH	SKILL ATTAINMENT DIPLOMA/EQUIVALENT RETENTION	JOB JOB RETENTION WAGE CHANGE CREDENTIAL

PLEASE IDENTIFY EACH PERFORMANCE MEASUREMENT THE PARTICIPANT HAS MET.

**CONTRACTOR'S ASSIGNMENT OF REFUNDS,
REBATES AND CREDITS (COST REIMBURSEMENT CONTRACTS)**

CONTRACTOR'S NAME: _____

STREET ADDRESS _____

Pursuant to the terms of Contract No. _____ and in consideration of the reimbursement of costs and payment of fees, as provided in the said contract and any assignment thereunder, the above listed Contractor. (Hereinafter called the Contractor), does hereby:

Assign, transfer, set over and release to the County all right, title and interest to refunds, rebates, credits or other amounts (including any interest thereon) arising out of the performance of the said contract together with all the rights of action accrued or which may hereafter accrue thereunder.

Agree to take whatever action may be necessary to affect prompt collection of all such refunds, rebates, credits or other amounts (including any interest thereon) due or which may become due, and to forward promptly to the County checks (made payable to the County) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the State Workforce Investment Division (WID), as stated in the said contract and may be applied to reduce any amounts otherwise payable to the County under the terms thereof.

Agree to cooperate fully with the County as to any claim or suit in connection with such refunds, rebates, credits or other amounts due (including any interest thereof): to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit the state WID to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

IN WITNESS WHEREOF, this assignment has been executed this ____ day of _____ 20 ____.

Witness Signature

Contractor Signature

Witness Signature

Name and Title Typed

Financial Reconciliation Worksheet

Cost Classification	Administration	Direct Training	Training Related	Total
1. Cash Received				
2. Reportable Expenditures				
3. Cash on Hand (Line 1 less line 2)				
4. Program Income:				
5. Program Income Expenditures				
6. Balance of Program Income (Line 4 less line 5)				
7. Matching Funds				
8. Eligible Stand-In Costs				
9. Obligational Authority				
10. Unused Obligational Authority (Line 9 less line 2)				
11. % of Obligational Authority Expended (Line 2 divided by line 9)				

Note: Information in shaded areas is not required.

**Contract Closeout
Final Property Inventory Certification**

Contractor: _____ Contract Number: _____ Date: _____

A. Contract Without Property

- ☐ I hereby certify that no government property was furnished or acquired by the terms and conditions of this contract.

B. Contract With Property

- ☐ I hereby certify that the below inventory listing is complete, and that it correctly describes all items of materials and equipment furnished to the Contractor or for which the Contractor has been or will be reimbursed by the County for use in the performance of this contract, which as of this date has not been consumed in the performance of this contract;

Item #	Identific. #	Description	Location	Acquisit. Date	Condit. Code	Unit	Quantity	Unit Acquisition Cost	Total Cost

C. A New Contract Has Been Approved.

- ☐ The above or attached property will be retained for the period as specified in Contract Number

D. A New Contract Has Not Been Approved.

- ☐ The above or attached listed property will be returned within thirty (30) days of the release date of this contract.

Closeout Detailed Statement of Receipts

List each check individually.

[illegible]

Closeout Detailed Statement of Expenditures

This chart is a sample for the administration cost category. A similar chart could be used for each cost category, if necessary.

Administration Costs

Line Item	Contract				Match		Stand-In
	Budget	Actual	Accrued	Total	Budget	Actual	Actual
Total Administration							

Closeout Contractor's Release

Pursuant to the terms of Contract No.: _____, and in consideration of the expended and accrued sum of \$, _____ or which \$ _____ is the amount paid and \$ _____ Is the amount to be paid under the contract to the Contractor listed above (hereinafter called the Contractor) or to its assignees, if any, the Contractor upon payment of the said _____ sum by the County of Ventura hereinafter called the County does

Release and discharge the County its officer, agents, and employees, or and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said Contract **except:**

1. Unpaid bills in stated amount, or in estimated amounts where the exact amounts are not available, by the Contractor, as follows:

Invoice Date (if known)	Vendor	Invoice or P.O. #	Line Item	Cost Category	Amount	Expected payment Date

2. Claims, together with responsible expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of the said Contract which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the County.

This release has been executed this ____ day of _____ 20____.

Signature of Authorized Official

Name: _____

Title: _____

Closeout Tax Certification

In the performance of Contract No.: _____, I certify that I have complied with all requirements of the law and the State of California regarding the obtaining of employer identification/account numbers, collection, payment, deposit and reporting of Federal, State and local taxes and the provision of W-2 forms to employees/enrollees who are not now my employees. For present employees/enrollees, formerly employed under the award, W-2 forms will be furnished as specified in Circular E, Employers Tax Guide.

Name of the Contractor: _____

Address:

Employers State Identification Number: _____

ATTACHMENT #13

**OTHER FORMS:
LOBBYING**

**DEBARMENT &
SUSPENSION**

**DRUG-FREE
WORKPLACE**

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND CORPORATE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, or officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in according with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.*

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

Grantee/Contractor Organization

DUNS # *(if applicable)*

EIN/TIN #

Name and Title of Authorized Signatory

Signature

Date

Note: In these instances, (*) applies to covered contract/grant transactions over \$100,000 (per OMB).

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

Applicant Organization: _____

This certification is required by the regulations implementing Executive Order 12549 Debarment and Suspension 29 CFR Part 98. Section 98.510. Participant's Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (Pages 191601-19211).

(Before signing certification read instructions which are an integral part of the certification)

- (1) The prospective primary participant, (i.e., grantee) certifies 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 proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction: Violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (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 (1)(b) of this certification; and
 - (d) Have not, within a three-year period preceded this application/proposal, had one or more public transactions (Federal, State, Local) terminated for cause or default.
- (2) When the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME AND SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
LEGAL NAME OF APPLICANT ORGANIZATION	DATE SUBMITTED
DUNS # (if applicable)	EIN/TAX ID#

Please return completed form to: Tina Knight at tina.knight@ventura.org or
Grants Manager, Ventura County Human Services Agency, 855 Partridge Drive, Ventura, CA 93003

STATE OF CALIFORNIA
DRUG-FREE WORKPLACE CERTIFICATION

COMPANY/ORGANIZATION NAME:

The contractor or grant recipient named above hereby certifies compliance with Government Code section 8355 in matters relating to providing a drug free workplace. The above named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a).
 2. Establish a Drug-Free Awareness program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - a) The dangers of drug abuse in the workplace,
 - b) The person's or organization's policy of maintaining a drug-free workplace,
 - c) Any available counseling, rehabilitation and employee assistance programs, and
 - d) Penalties that may be imposed upon employees for drug abuse violations,
 3. Provide as required by Government Code Section 8355(c) that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
-

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME: _____

DATE EXECUTED _____

EXECUTED IN THE COUNTY OF _____

CONTRACTOR OR GRANT RECIPIENT SIGNATURE _____

TITLE _____

FEDERAL TAX ID. NUMBER _____

DUNS # *(if applicable)* _____