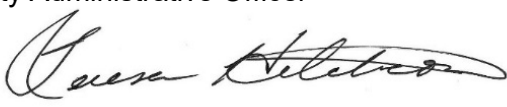


EMPLOYERS' TRAINING RESOURCE

TO: Currently Funded Providers of Workforce Innovation and Opportunity Act (WIOA) Youth Services

FROM: Teresa Hitchcock, Assistant County Administrative Officer
Employers' Training Resource 

DATE: March 5, 2021

SUBJECT: Youth Request for Refunding (RFR) for Program Year 2021-22

DUE DATE: **March 29, 2021 by 3:00 p.m.**

The Kern, Inyo, and Mono Counties Consortium Workforce Development Board (WDB) authorized the use of a Request for Refunding (RFR) process to procure ongoing comprehensive services for Out-of-School Youth (OSY) and In-School Youth (ISY) and for Work Experience (WEX) Only services to OSY enrolled in ETR's EPIC program for Program Year (PY) 2020-21 (July 1, 2021 through June 30, 2022).

The application, forms, and instructions are being attached via e-mail to eligible applicants.

Programs Allowable Under the RFR

- Only currently funded programs for Comprehensive Services to OSY and ISY, and our WEX-Only provider for the EPIC program are eligible to apply.

Eligible Agencies

- Delano Joint Union High School District
- Kern Community College District on behalf of Bakersfield College
- Kern County Superintendent of Schools
- Kern High School District
- Tehachapi Unified School District
- West Kern Adult Education Network JPA

RFR Contact Person for questions about the proposal process or technical issues is:

Sarah Woodman, Supervising Departmental Analyst
Employers' Training Resource
1600 East Belle Terrace
Bakersfield, CA 93307
Telephone: (661) 428-6855
E-mail: woodmans@kerncounty.com

SECTION I: GENERAL INFORMATION

A. INTRODUCTION

Employers' Training Resource (ETR), located at 1600 East Belle Terrace in Bakersfield, California, is the administrative and fiscal agent for the Kern, Inyo and Mono Counties Workforce Development Area (WDA). The Kern, Inyo, and Mono Counties Consortium Workforce Development Board (WDB) authorized the use of a Request for Refunding (RFR) process to procure ongoing comprehensive services for Out-of-School Youth (OSY) and In-School Youth (ISY) and for Work Experience (WEX) Only services to OSY enrolled in ETR's EPIC program for Program Year (PY) 2021-22 (July 1, 2021 through June 30, 2022).

Only currently funded programs for Comprehensive Services to OSY, ISY, and our WEX-Only provider for the EPIC program are eligible to apply. These are: Delano Joint Union High School District, Kern Community College District on behalf of Bakersfield College, Kern County Superintendent of Schools, Kern High School District, Tehachapi Unified School District, and the West Kern Adult Education Network JPA.

B. PROGRAM YEAR 2021-22 FUNDING

ETR has not yet received PY 2021-22 Workforce Innovation and Opportunity Act (WIOA) funding allocations from the United States Department of Labor (DOL) and the State of California. Funding levels for 2021-22 are not yet known. Recommended funding to individual agencies may be based on total funding levels, performance, successful expenditure of previous funding, compliance with previous and current WIOA requirements, local workforce development needs, economic conditions, and other factors and are subject to further negotiations.

Proposed Total Available Funding

Comprehensive Out-of-School Youth: up to \$2,500,000

Comprehensive In-School Youth: up to \$900,000

Work Experience Only for Youth Enrolled in EPIC: up to \$750,000

C. REQUIRED FINANCIAL STATEMENTS

Applicants MUST provide a complete copy of their most recent audited financial statements with their proposal (if FY 2020-21 audit is not available, please explain) and, if applicable, the accompanying auditor's report in compliance with Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter I, Chapter II Part 200 et al. ETR will review the audit documents for audit findings and major issues and will take into consideration any audit findings and/or major issues in determining if the applicant is at high risk for monitor findings and disallowed costs. Serious financial issues may disqualify the applicant from competition. If applicant is involved in litigation or financial documents show potential for litigation, applicant must explain and document sufficient set-aside for settlement if applicable.

Applicants are encouraged to share this information with appropriate fiscal staff to ensure that the audit report submission is correct and complete.

D. THRESHOLD DOCUMENTS

Section II – Threshold Documents contain standard information that will be required of all applicants. This portion must be submitted with every proposal. An application not meeting the requirements of each threshold document may not receive any further review. Threshold documents must be signed. (In the event that scheduling prevents a governing board from issuing an authorized signature prior to the due date, the program administrator may sign a set of preliminary threshold documents and indicate when the governing board will meet and have the authorized representative sign a final set of threshold documents).

E. DEADLINE FOR SUBMISSION OF PROPOSALS

Only email responses to this RFR will be considered, and must be emailed to woodmans@kerncounty.com and lindam@kerncounty.com no later than **3:00 p.m. on Monday, March 29, 2021**. While not required to be received by the March 29, 2021 deadline, an additional hard copy should be mailed to Employers' Training Resource, America's Job Center of California, 1600 East Belle Terrace, Bakersfield, CA, 93307. Envelopes containing proposals should be marked either "PROPOSAL: Out-of-School Youth RFR," "PROPOSAL: In-School Youth RFR," or "PROPOSAL: WEX-Only Youth RFR."

Timely submission of proposals is the sole responsibility of the applicant.

F. RESPONSIBILITIES OF CONTRACTING AGENCIES

A sample County Subgrant Agreement Boilerplate Under the Workforce Innovation and Opportunity Act and County Subgrant Agreement Exhibit "D" Under the Workforce Innovation and Opportunity Act are included in the RFR as referenced as Attachment I-A. In submitting a proposal, agency agrees to the conditions set forth in the Boilerplate and Exhibit "D".

Important Details:

- ETR will continue to provide on-site eligibility determination/enrollment services for most agencies in order to reduce errors and delays in the enrollment process and allow agencies to focus their efforts on program management.
- Agency is considered the Employer of Record for Work Experience and must be able to make work site visits and provide ETR with access to all participant work records. Staffing agencies generally do not share information with other parties; therefore, your agency is expected to manage Work Experience activities directly unless using an approved provider who is contractually obligated to provide your agency and/or ETR with all participant records required for compliance with WIOA regulations.
- Agencies are encouraged to modify enrollment plans and/or program design as needed to ensure that participant engagement is maintained throughout the full 12 months of follow-up so that the positive outcomes can be obtained/documented at the 2nd and 4th quarters after exit.
- Agencies are asked to provide estimated cumulative quarterly expenditures for each program that is proposed for refunding. Final cumulative quarterly expenditure plans will be negotiated after the funding recommendations have been approved and will be incorporated into the contracts as benchmarks.
- Previous performance and history of compliance with WIOA requirements will be considered during review of each RFR application.

G. WIOA YOUTH INDICATORS OF PERFORMANCE

Statewide and local performance Goals for PY 2021-22 have not yet been released or negotiated. Negotiated local performance goals for PY 2020-21 are provided for reference until such time as goals for PY 2021-22 are established.

2020-21 Negotiated Local Performance Goals	
1. Participants in Employment or Education in the 2 nd Quarter After Exit	71.0%
2. Participants in Employment or Education in the 4 th Quarter After Exit	71.0%
3. Median Earnings for Participants in Unsubsidized Employment during the 2 nd Quarter After Exit	\$3,800
4. Participants who attain a recognized postsecondary credential, or a secondary school diploma or its recognized equivalent, during participation or within 1 year of Exit	60.0%
5. Participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains toward such a credential or employment.	56.4%

H. GENERAL RESERVATIONS

- ETR reserves the right to cancel in part or in its entirety this RFR, if it is in the best interest of ETR to do so.
- ETR reserves the right to extend the submission deadline. In the event the deadline is extended, agencies will be notified in advance and have the right to revise their applications. Applications may be withdrawn by written request of the authorized signatory on the applicant's letterhead at any time before the deadline.
- ETR makes no representation that any contract will be awarded to any applicant responding to this RFR.
- ETR reserves the right to request additional information or documentation. Unclear, incomplete, and/or inaccurate applications may not be considered for refunding.
- ETR reserves the right to verify all information in the application. Falsification of any information will result in disqualification.
- ETR reserves the right to reject any or all applications that are not responsive to the specifications of this RFR.
- If approved for refunding, contracts may be negotiated.
- Funding levels for requested programs are contingent upon final allocations. If funding is reduced, ETR reserves the right to renegotiate subcontracts funded through this RFR process.
- Funded service providers shall be subject to all applicable Federal, State, and local WDB policies and regulations.

I. APPLICATION REVIEW

Refunding applications will be reviewed by ETR staff to determine if the proposed program meets local workforce needs and the priorities for funding described above; that contractual obligations and performance goals for the current program year (PY 2020-21) and prior Program Year are/were being

met, that staffing levels and qualifications are appropriate, and that costs are necessary and reasonable. If performance goals, reporting or program requirements, and/or expenditure expectations and requirements are not being met, agencies must provide an explanation for any deficiencies and describe corrective actions to be taken.

J. APPEALS PROCESS

When a proposal is **not recommended** to the WDB for refunding, and the agency can show that the application did not receive due consideration or that other irregularities existed, the agency may appeal the recommendation to the WDB. The appeal must be in writing and submitted to ETR's Assistant County Administrative Officer no later than five (5) business days after the Kern, Inyo, and Mono Counties Workforce Development Board (WDB) meeting at which the funding recommendations were approved. An ETR "Appeal Request Form" must accompany all appeal requests. Specific reasons for the appeal must be included and should address, and be limited to the issues of due consideration and/or irregularities of process as noted above.

ETR's Assistant County Administrative Officer will forward all appeals to the Executive Committee of the WDB. The Executive Committee will be responsible for reviewing applications, evaluation forms, or other related information to determine if the grounds for the appeal are substantiated. This Committee will have authority to reconsider funding recommendations if warranted. Additional materials not included with the original appeal may not be introduced at the Appeals Meeting and a maximum of two (2) representatives of the agency will be allowed to present their arguments, which must be limited to the issues of due consideration and/or irregularities of process as described above. Decisions of the Executive Committee are final. A decision of the Executive Committee will be made and transmitted to the agency and the WDB no later than three weeks (or 15 business days) after the deadline to submit appeals. The County of Kern Board of Supervisors will be notified of final funding recommendations.

K. CONTRACT TERM

The funding period for this RFR is July 1, 2021 through June 30, 2022. ETR reserves the right to modify the scope of any program to any extent necessary to ensure compliance with State and/or Federal guidelines. ETR reserves the right to extend contracts for future funding periods on the basis of decisions made as a result of this RFR process.

L. MONITORING REQUIREMENTS

ETR will conduct a monitoring review of all contracts at least once each program year. Unresolved previous monitoring findings may result in a contract not being awarded or may delay the release of funds until all findings are closed.

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**ATTACHMENT I-A: SAMPLE SUBGRANT AGREEMENT BOILERPLATE AND EXHIBIT "D"
UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT**

**SUBGRANT AGREEMENT UNDER THE WORKFORCE INNOVATION
AND OPPORTUNITY ACT
(COUNTY – [AGENCY])**

THIS AGREEMENT, entered into as of the _____ day of _____, 202__, is by and between the COUNTY OF KERN, a political subdivision of the State of California ("COUNTY") and [AGENCY], [description], with its principal place of business located at [address] ("AGENCY").

WITNESSETH:

WHEREAS:

- (a) The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014, by President Obama with broad bipartisan support from Congress; and
- (b) WIOA supersedes the Workforce Investment Act (WIA) and amends the Adult Education and Family Literacy Act (AEFLA), the Wagner-Peyser Act, and the Rehabilitation Act of 1973; and
- (c) WIOA strengthens the United States workforce development system through innovation, alignment and improvement of employment, training, and education programs; and
- (d) WIOA was designed to be business-led to ensure public, private, and philanthropic investments result in an effective, coordinated, and accountable workforce service delivery system that is responsive to the local labor market demands by preparing adults and youth with the necessary skills to fill high demand careers; and
- (e) WIOA formula funds are identified in the Catalog of Federal Domestic Assistance (CFDA) as CFDA 17.258 WIOA Adult Program, CFDA 17.259 WIOA Youth Activities, and CFDA 17.278 WIOA Dislocated Worker Formula Grants, and the WIOA Section 167 National Farmworker Jobs Program (NJFP) as CFDA 17.264; and
- (f) COUNTY receives funding from WIOA and other complementary sources authorizing and enabling it to contract with public agencies and private for-profit and private non-profit organizations to provide job training activities and related services which are in addition to those which would otherwise be available in the area in the absence of such funds; and
- (g) AGENCY is prepared to operate a program or programs designed to accomplish the objectives of WIOA, and COUNTY is prepared to provide WIOA funds to AGENCY to enable it to operate its program(s); and
- (h) The U.S. Congress has authorized WIOA and the Office of Management and Budget (OMB) has published Title 2 of the Code of Federal Regulations (CFR), Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), which the Department of Labor (DOL) has adopted with exceptions at 2 CFR 2900.

NOW, THEREFORE, IT IS MUTUALLY AGREED between COUNTY and AGENCY as follows:

1. AGENCY's Duties and Obligations.

- a. AGENCY shall operate a program and/or provide related services designed to accomplish the objectives of WIOA. [Descriptions or A description] of AGENCY's program(s) and services which shall be provided by AGENCY pursuant to this Agreement [are/is] attached hereto as [Exhibit "A" or Exhibits "A-1" through or and "A-x"] and incorporated herein by this reference as if set forth in full.
- b. AGENCY shall use its best efforts to meet the planned objectives and program goals, as specified in [Exhibit "B" or Exhibits "B-1" through or and "B-x"], which [is or are] attached hereto and incorporated herein by this reference as if set forth in full.
- c. AGENCY shall expend WIOA funds under this Agreement only as specified in [Exhibit "C" or [Exhibits "C" and "C-1" through or and "C-x"], which [is or are] attached hereto and incorporated herein by this reference as if set forth in full. No funds paid to AGENCY through this Agreement shall be utilized to compensate employees of AGENCY for overtime or compensatory time off, except to the extent that AGENCY is required to pay for overtime or compensatory time off pursuant to the Fair Labor Standards Act of 1938, 29 USCS Section 201 et seq. or applicable State law.
- d. AGENCY shall be liable for and accountable to COUNTY for any and all program funds improperly expended under this Agreement by AGENCY or any officer, employee, agent or representative thereof whether or not such officer, employee, agent or representative was acting within the scope of his or her employment. AGENCY shall repay COUNTY the amount of any such improper expenditures upon demand. Repayment of disallowed costs shall not be made from any federal or grant funds, including those received under this Agreement.
- e. In operating its program(s), AGENCY shall comply with the terms of this Agreement and the following:
 - 1) the provisions of WIOA and any amendments thereto;
 - 2) any and all Federal, State, and local regulations and guidelines issued pursuant to WIOA including, but not limited to, those enumerated in Exhibit "D" which is attached hereto and incorporated herein by this reference as if set forth in full;
 - 3) the terms of COUNTY's WIOA grant to the extent such terms are applicable to AGENCY;
 - 4) the regulations and guidelines enacted by COUNTY to facilitate its administration of the WIOA grant; and
 - 5) any other statute, regulation, rule or guideline applicable to WIOA.
 - 6) AGENCY shall otherwise assist COUNTY with meeting its obligations under WIOA.

2. COUNTY's Obligations.

- a. COUNTY shall provide funding to AGENCY, to enable AGENCY to operate its program(s) under WIOA, in the amounts and for the items set forth in [Exhibits "C" and "C-1" through or and "C-x". Payments of funds to AGENCY by COUNTY for the items set forth in [Exhibits "C"

and "C-1" through or and "C-x"] shall be made after the services described therein have been rendered or the expenses set forth therein have been incurred if AGENCY received advance payments, or paid for by AGENCY on a reimbursement basis. All expenses reimbursed must be necessary and reasonable for the proper and efficient administration of AGENCY's program(s). Payment of funds to AGENCY by COUNTY for expenses described in [Exhibits "C" and "C-1" through or and "C-x"] shall not exceed the actual cost to AGENCY, and all costs of travel, meals, and lodging incidental to travel charged by AGENCY to COUNTY shall not exceed those amounts as set forth in Exhibit "D", which is attached hereto and incorporated herein by this reference as if set forth in full. However, first class air travel shall not be considered "necessary and reasonable" for purposes of Exhibit "D" attached hereto, and COUNTY will not reimburse AGENCY for the expense of first class air travel.

- b. Notwithstanding any other provision of this Agreement, in no event shall the total sum of the payments made by COUNTY to AGENCY, pursuant to this Agreement, exceed the sum of **spell out amount here** dollars (\$X).
- c. Payments to AGENCY shall be made only upon AGENCY performing its duties to COUNTY's satisfaction and only upon AGENCY submitting a properly documented and verified claim. Such claim shall be submitted to the Assistant County Administrative Officer for COUNTY's Employers' Training Resource, or his/her designee, no later than the tenth calendar day of each month. Final claims must be filed no later than thirty (30) days following the termination of this Agreement and in no event shall COUNTY be obligated to honor or otherwise be liable for claims filed after July 31, 2022. COUNTY, in its sole discretion, may honor adjustments to claims after July 31, 2022.
- d. In the event and upon a notice by the DOL or State of California of a rescission regarding WIOA funding, unexpended funds, including funds committed in this Agreement, may be subject to deobligation. Upon any such deobligation, COUNTY, at its sole option, may terminate or suspend this Agreement.

3. Record Keeping and Investigation.

- a. AGENCY shall keep records that are sufficient to permit COUNTY to prepare reports required by WIOA and to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been spent unlawfully. Records shall also permit the tracing of potential stand-in costs which shall be reported with the monthly claim for payment and be included in any audit required by paragraph 3.f. below. AGENCY shall report match funds, if applicable, with the monthly claim for payment. Funds shall be tracked by year of contract as requested by COUNTY. For all costs, AGENCY's records shall describe and support the use of funds for authorized WIOA activities which COUNTY will allocate to the appropriate funding source.
- b. AGENCY shall maintain program, applicant, participant, personnel and financial records as are required by WIOA, the State of California, and the Department of Labor to assure a proper accounting of all WIOA funds. AGENCY shall retain all records pertinent to this Agreement for a period of three (3) years from the date of final payment of this Agreement. If at the end of three (3) years there is litigation or an audit involving those records, AGENCY shall retain the records until the resolution of such litigation or audit.
- c. The method used by AGENCY to determine an assigned cost must conform to generally accepted accounting principles and must not differ substantially from the methods used by AGENCY to determine costs for other operations or programs, except as provided in paragraph 3.a. above.

- d. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. AGENCY shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of this Agreement.
- e. AGENCY shall allow COUNTY to monitor and audit its program(s) and additionally shall modify its program(s) when necessary to conform to the requirements of WIOA or applicable regulations (including amendments) when instructed to do so by COUNTY.
- f. AGENCY must comply with audit requirements under the Uniform Guidance and DOL's adoption of the Uniform Guidance at 2 CFR 2900. If AGENCY expends seven hundred fifty thousand dollars (\$750,000) or more from all federal funding sources during their fiscal year, AGENCY is required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of Government Auditing Standards and the requirements of Subpart F of 2 CFR Part 200.
- g. If AGENCY receives WIOA funds not requiring an audit under paragraph 3.f. above, AGENCY must arrange and pay for its own audit when so requested by COUNTY. AGENCY shall prepare or cause to be prepared any reports of its WIOA-funded program(s) when so requested by COUNTY.
- h. Audit reports must be filed with COUNTY within thirty (30) days after its completion, and access to AGENCY's independent auditors' work papers by Federal, State, or COUNTY auditors or their agents must be provided for. Acceptance of such audit by COUNTY does not prohibit COUNTY from performing any additional audit work required to follow up on findings, as deemed necessary by COUNTY or as necessary for COUNTY to comply with any administrative or audit requirements imposed by the Federal or State government.
- i. In the event AGENCY has an independent audit, the agreement between AGENCY and the independent auditor shall provide for access to the independent auditor's work papers by Federal, State, and COUNTY auditors or their authorized agents as may be deemed necessary to carry out their audit responsibilities. The audit agreement must also require AGENCY's independent auditor to retain the audit work papers for three (3) years from the date the audit was completed for review purposes.
- j. Before any funds are issued under this Agreement, AGENCY shall submit to COUNTY the findings of the most recent audit of its financial systems and disclose any disallowed costs owed. AGENCY must demonstrate that its financial accounting systems are adequate to satisfy Federal, State, and COUNTY audit requirements per WIOA applicable regulations. COUNTY may withhold payment until disallowed costs have been paid.
- k. Before any funds are released under this Agreement, AGENCY shall submit to COUNTY's Employers' Training Resource a letter describing how AGENCY will repay any disallowed expenditures with non-federal, non-grant funds.

4. Mutual Indemnification.

Each party shall defend, indemnify, and hold harmless, the other party, and their respective officers, directors, employees, agents, members, shareholders, partners, joint ventures, affiliates, successors, and assigns from and against any and all liabilities, obligations, claims, demands, suits, losses, expenses, damages, fines, judgments, settlements, and penalties, including, without limitation, costs, expenses, and attorneys' fees incident thereto, arising out of or based upon contract damages, property damage, or bodily injury (including death at any time resulting therefrom) to any person, including the indemnifying party's employees, affiliates, or agents, occasioned by or in connection with (1) the indemnifying party's negligent performance of (or failure to perform) the contract duties hereunder; (2) a violation of any laws or any negligent act or omission by the indemnifying party's or its affiliates, subcontractors, agents or employees during the performance of the contract duties hereunder; or (3) a breach of this Agreement by the indemnifying party or any of its affiliates, subcontractors, agents, or employees. The aforesaid obligation of indemnity shall be construed so as to extend to all legal, defense and investigation costs, as well as other reasonable costs, expenses and liabilities incurred by the party indemnified (including reasonable attorneys' fees), from and after the time at which the party indemnified received notification (whether verbal or written) that a claim or demand is to be made or may be made. Both parties' obligations under this Section do not extend to any liability caused by the sole negligence of the other party. This Section shall survive the termination or expiration of this agreement.

5. Insurance.

AGENCY, in order to protect COUNTY and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of AGENCY's actions in connection with the performance of AGENCY's obligations, as required in this Agreement, shall secure and maintain insurance as described below. AGENCY shall not perform any work under this Agreement until AGENCY has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the COUNTY's authorized insurance representative. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, AGENCY shall supply proof that such person is an authorized representative thereof and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. The AGENCY shall promptly deliver a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to the COUNTY's authorized insurance representative prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. AGENCY shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by AGENCY or COUNTY as an additional insured.

a. Workers' Compensation and Employer's Liability Insurance Requirements:

In the event AGENCY has employees who may perform any services pursuant to this Agreement, AGENCY shall submit written proof that AGENCY is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

AGENCY shall require any subcontractors to provide workers' compensation for all of the subcontractors' employees unless the subcontractors' employees are covered by the insurance afforded by AGENCY. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, AGENCY shall provide and/or require each subcontractor to provide adequate insurance for the coverage of employees not otherwise covered.

AGENCY shall also maintain Employer's Liability Insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

b. Liability Insurance Requirements:

- 1) AGENCY shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:
 - (a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the COUNTY), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of AGENCY's performance of work under this Agreement. The Commercial General Liability Insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. AGENCY shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.
 - (b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.
 - (c) A fidelity bond covering each of its employees who has the power to disburse or handle funds under this Agreement. The limit of the fidelity bond shall not be less than one hundred thousand dollars (\$100,000) or an amount equal to the amount specified in paragraph 2.b. of the Agreement if said amount is less than one hundred thousand dollars (\$100,000). If the bond is canceled or reduced, AGENCY will immediately notify the COUNTY. If the bond is canceled or reduced, COUNTY will make no further disbursement until it is assured that adequate coverage has been obtained.
- 2) The Commercial General Liability Insurance and Automobile Liability Insurance required in this sub-paragraph b. shall include an endorsement naming the COUNTY and COUNTY's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

- 3) Any self-insured retentions in excess of one hundred thousand dollars (\$100,000) must be declared on the Certificate of Insurance or other documentation provided to COUNTY and must be approved by the County Risk Manager.
 - 4) If any of the insurance coverages required under this Agreement is written on a claims-made basis, AGENCY, at AGENCY's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.
- c. Cancellation of Insurance - The above stated insurance coverages required to be maintained by AGENCY shall be maintained until the completion of all of AGENCY's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the AGENCY shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice by AGENCY in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. Such notice shall be by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements stated herein. AGENCY shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon the insolvency of the insurer that issued the policy.
 - d. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.
 - 1) If AGENCY is or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, AGENCY shall provide coverage equivalent to the insurance coverages and endorsements required above. The COUNTY will not accept such coverage unless the COUNTY determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by AGENCY is equivalent to the above-required coverages.
 - e. All insurance afforded by AGENCY pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the COUNTY. An endorsement shall be provided on all policies which shall waive any right of recovery (waiver of subrogation) against the COUNTY.
 - f. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve AGENCY for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the COUNTY from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
 - g. Failure by AGENCY to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by AGENCY. COUNTY, at its sole option, may terminate this Agreement and obtain damages from AGENCY resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to AGENCY, COUNTY shall deduct from sums due to AGENCY any premiums and associated costs advanced or paid by COUNTY for such insurance. If the balance of monies obligated to AGENCY pursuant to this Agreement is insufficient to reimburse COUNTY for the premiums and any associated costs, AGENCY agrees to reimburse

COUNTY for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by COUNTY to take this alternative action shall not relieve AGENCY of its obligation to obtain and maintain the insurance coverages required by this Agreement.

6. Intellectual Property Provisions.

a. Federal Funding.

In any agreement funded in whole or in part, by the Federal government, COUNTY may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the agreement, except as provided in 37 CFR Part 401.14. However, pursuant to 29 CFR Section 97.34 the Federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

AGENCY further agrees that this Agreement is subject to and shall be governed by 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

b. Ownership.

1) Except where COUNTY has agreed in a signed writing to accept a license, COUNTY shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by AGENCY and which result directly or indirectly from this Agreement.

2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents (whether or not issued), copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by COUNTY, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(a) For the purpose of the definition of Intellectual Property, "works" means all literary works, writings, and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

- 3) In the performance of this Agreement, AGENCY may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, AGENCY may access and utilize certain of COUNTY's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, AGENCY shall not use any of COUNTY's Intellectual Property now in existence or hereafter existing for any purposes without the prior written permission of COUNTY. Except as otherwise set forth herein, neither the AGENCY nor COUNTY shall give any ownership interest in or rights to its Intellectual Property to the other Party. If during the term of this Agreement, AGENCY accesses any third-party Intellectual Property that is licensed to COUNTY, AGENCY agrees to abide by all license and confidentiality restrictions applicable to COUNTY in the third-party's license agreement.
 - 4) AGENCY agrees to cooperate with COUNTY in establishing or maintaining COUNTY's exclusive rights in the Intellectual Property and in assuring COUNTY's sole rights against third parties with respect to the Intellectual Property. If the AGENCY enters into any agreements or subcontracts with other parties in order to perform this Agreement, AGENCY shall require the terms of the agreement(s) to include all Intellectual Property provisions of paragraph 6.a. through 6.i. Such terms must include, but are not limited to, AGENCY assigning and agreeing to assign to COUNTY all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by AGENCY or COUNTY and which result directly or indirectly from this Agreement or any subcontract.
 - 5) Pursuant to paragraph 6.b.4), the requirement for the AGENCY to include all Intellectual Property provisions of paragraph 6.a. through 6.i. in all agreements and subcontracts it enters into with other parties does not apply to agreements or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 680.700-750.
 - 6) AGENCY further agrees to assist and cooperate with COUNTY in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce COUNTY's Intellectual Property rights and interests.
- c. Retained Rights/License Rights.
- 1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by AGENCY or COUNTY and which result directly or indirectly from this Agreement, AGENCY 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. AGENCY hereby grants to COUNTY, 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 AGENCY's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless AGENCY assigns all rights, title and interest in the Intellectual Property as set forth herein.
 - 2) Nothing in this provision shall restrict, limit, or otherwise prevent AGENCY from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that AGENCY's use does not infringe on the patent, copyright, trademark rights, license or other Intellectual Property rights of COUNTY or third party, or

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result in a breach or default of any provisions of paragraph 6.a. through 6.i. or result in a breach of any provisions of law relating to confidentiality.

d. Copyright.

- 1) AGENCY agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph 6.b.2)(a)) of authorship made by or on behalf of AGENCY in connection with AGENCY's performance of this Agreement shall be deemed "works made for hire." AGENCY further agrees that the work of each person utilized by AGENCY in connection with the performance of this Agreement will be a "work for hire," whether that person is an employee of AGENCY or that person has entered into an agreement with AGENCY to perform the work. AGENCY shall enter into a written agreement with any such person that: (i) all work performed for AGENCY shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to COUNTY to any work product made, conceived, derived from or reduced to practice by AGENCY or COUNTY and which result directly or indirectly from this Agreement. (Refer to 2 CFR 200.35.)
- 2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by AGENCY or COUNTY and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from COUNTY.

e. Patent Rights.

With respect to inventions made by AGENCY in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, AGENCY hereby grants to COUNTY a license as described under paragraph 6.c. for devices or materials incorporating or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then AGENCY agrees to assign to COUNTY, without additional compensation, all its right, title and interest in and to such inventions and to assist COUNTY in securing United States and foreign patents with respect thereto.

f. Third-Party Intellectual Property.

Except as provided herein, AGENCY agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of AGENCY or any third party without first: (i) obtaining COUNTY's prior written approval; and (ii) granting to or obtaining for COUNTY, without additional compensation, a license, as described in paragraph 6.c., for any of AGENCY's or third party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and COUNTY determines that the Intellectual Property should be included in or is required for AGENCY performance of this Agreement, AGENCY shall obtain a license under terms acceptable to COUNTY.

g. Warranties.

- 1) AGENCY represents and warrants that:
 - (a) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

- (b) Neither AGENCY's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by AGENCY or COUNTY and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by AGENCY.
 - (c) Neither AGENCY's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against, any person or entity.
 - (d) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors.
 - (e) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to COUNTY in this Agreement.
 - (f) It has appropriate systems and controls in place to ensure that state and federal funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - (g) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way AGENCY's performance of this Agreement.
- 2) COUNTY makes no warranty that the Intellectual Property resulting from this Agreement does not infringe upon any patent, trademark, copyright or the like now existing or subsequently issued.
- h. Intellectual Property Indemnity.
- 1) AGENCY shall indemnify, defend and hold harmless COUNTY and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not AGENCY is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of AGENCY pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of COUNTY's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by AGENCY or COUNTY and which result

directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Agreement. COUNTY reserves the right to participate in and/or control, at AGENCY's expense, any such infringement action brought against COUNTY.

- 2) Should any Intellectual Property licensed by AGENCY to COUNTY under this Agreement become the subject of an Intellectual Property infringement claim, AGENCY will exercise its authority reasonably and in good faith to preserve COUNTY's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to COUNTY. COUNTY shall have the right to monitor and appear through its own counsel (at AGENCY's expense) in any such claim or action. In the defense or settlement of the claim, AGENCY may obtain the right for COUNTY to continue using the licensed Intellectual Property or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, COUNTY may be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- 3) AGENCY agrees that damages alone would be inadequate to compensate COUNTY for breach of any term of these Intellectual Property provisions of paragraph 6.a. through 6.i. by AGENCY. AGENCY acknowledges COUNTY would suffer irreparable harm in the event of such breach and agrees COUNTY shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

i. Survival.

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

7. Assurances.

- a. COUNTY shall obey the provisions of WIOA, the regulations and guidelines enacted pursuant to WIOA, and the terms of the WIOA grant agreements from the Federal and State government to COUNTY.
- b. AGENCY may access WIOA and the regulations issued to implement WIOA at www.doleta.gov/wioa/. AGENCY will be notified of changes and/or amendments affecting WIOA or the regulations as soon as possible after they are made known to COUNTY.
- c. AGENCY shall accept persons into its program(s) who have been referred by COUNTY's Employers' Training Resource or its authorized agent(s) unless such persons are not eligible or suitable for AGENCY's program(s) pursuant to WIOA and this Agreement.

8. Confidentiality Requirements.

- a. COUNTY and AGENCY will exchange various kinds of information pursuant to this Agreement. That information will include Personally Identifiable Information (PII), data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit or when the disclosure is restricted or prohibited

by any provision of law. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, California Department of Social Services, California Department of Education, California Department of Corrections and Rehabilitation, County Welfare Department(s), County IV-D Directors Office of Child Support, Office of the District Attorney, California Department of Mental Health, California Office of Community Colleges, and the Department of Alcohol and Drug Programs.

- b. AGENCY agrees to keep all information that is exchanged between COUNTY in the strictest confidence and make such information available to its own employees only on a “need-to-know” basis.
- c. AGENCY shall provide security sufficient to ensure the protection of confidential information from improper use and disclosures including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- d. Federal law, OMB Guidance, and DOL policies require that PII and other sensitive information be protected. To ensure compliance with Federal law and regulations, AGENCY must secure the storage and transmission of PII and sensitive data developed, obtained, or otherwise associated with WIOA funds:
 - 1) To ensure PII is not transmitted to unauthorized users, all PII and other sensitive data transmitted via email or stored on CDs, DVDs, hard drives, USB flash drives, or other removable media must be encrypted using Federal Information Processing Standards (FIPS) 140-2 compliant and National Institute of Standards and Technology (NIST) validated cryptographic module.
 - 2) AGENCY must take steps necessary to ensure the privacy of all PII obtained from participants and/or other individuals and to protect such information from unauthorized disclosure.
 - 3) AGENCY shall ensure that any PII used during the performance of activities associated with COUNTY have been obtained in conformity with this Agreement and applicable Federal and state laws governing the confidentiality of information.
- e. AGENCY agrees to comply with section 444 of the General Education Provisions Act (20 U.S.C. 1232g) as added by the Family Educational Rights and Privacy Act of 1974. AGENCY shall provide written instructions to all of its employees with access to information of a confidential nature of the penalties for unauthorized use or disclosure found in sections 1798.53 and 1798.55 of the Civil Code, section 502 of the Penal Code, section 2111 of the Unemployment Insurance Code, section 10850 of the Welfare and Institutions Code and other applicable local, State and Federal laws. COUNTY shall provide AGENCY with copies of the aforementioned code sections. Changes and/or amendments affecting these code sections will be issued to AGENCY as soon as possible after they are made available to COUNTY.
- f. AGENCY shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer, remote terminal or other means. AGENCY shall return the confidential information promptly and destroy all copies or derivations of that confidential information when its use ends, utilizing an approved method of confidential destruction: shredding, burning or

certified or witnessed destruction. Magnetic media are to be degaussed or returned to the entity that provided it.

- g. If AGENCY enters into an agreement with a third party to provide WIOA services, AGENCY agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.
- h. AGENCY shall designate a person responsible for the security and confidentiality of the data and immediately notify the Assistant County Administrative Officer for COUNTY's Employers' Training Resource, or his/her designee, in writing, of any designee changes. AGENCY's data security confidentiality designee is:

Name: [Name]
 Title: [Title]
 Address: [Agency]
 [Address]
 [City, State, Zip]
 Telephone: [phone]
 Fax No.: [fax]
 Email: [e-mail]

9. Term.

- a. This Agreement shall be in effect from July 1, 2021 through June 30, 2022 while COUNTY's WIOA program is in effect and funded by grants from the Federal and State governments to COUNTY, except that AGENCY shall continue to retain the records of its WIOA-funded program(s) for three (3) years as provided in paragraph 3.b. above.
- b. Within thirty (30) days of AGENCY receipt of a fully signed and executed Agreement, AGENCY must demonstrate to COUNTY's satisfaction that the contracted program has commenced operations. AGENCY assumes all liability for expenses or activities commencing by AGENCY before the Agreement is executed.

10. Termination.

- a. Either AGENCY or COUNTY may request a termination, in whole or in part, for convenience upon sixty (60) days written notice to the other party.
- b. **COUNTY, with the consent of AGENCY, may terminate the award. COUNTY and AGENCY must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.**
- c. **AGENCY may terminate the award, upon sending COUNTY written notification setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if the COUNTY determines that the partial termination will not accomplish the purposes for which the award was made, COUNTY may terminate the award in its entirety.**
- d. If WIOA funds available to COUNTY are terminated or reduced, COUNTY may, at its sole discretion, terminate or reduce AGENCY's funding described in [Exhibits "C" and "C-1" through or and "C-x"] upon five (5) days written notice to AGENCY.

- e. In addition to and without limiting the above, if through any cause, AGENCY substantially fails to fulfill in a timely and proper manner its obligations under this Agreement; if AGENCY substantially violates or **fails to comply with** any of the terms or stipulations of the Agreement; **or if this Agreement no longer effectuates the program goals or COUNTY priorities**, COUNTY shall thereupon have the right to terminate this Agreement in whole or in part by giving written notice to AGENCY of such termination which shall also specify the effective date thereof. Such notice must be given at least fifteen (15) days before the effective date of such termination.
- f. Notwithstanding the above, AGENCY shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by AGENCY, and COUNTY may withhold any payments to AGENCY for the purpose of setoff until such time as the exact amount of repayment due COUNTY from AGENCY is determined.
- g. In the event of the termination of this Agreement for any reason, COUNTY shall have no further obligation to pay for any services rendered or expenses incurred by AGENCY after the effective date of the termination, and AGENCY shall repay to COUNTY, within thirty (30) days of the notification of termination, all payments made by COUNTY to AGENCY which were unearned.

11. Notices.

Any and all notices relating to this Agreement shall be sufficient if personally served upon the Clerk of the Board of Supervisors of COUNTY or the clerk or the secretary of AGENCY or if sent via the United States Postal Service, postage prepaid, and if directed to COUNTY, addressed as follows:

Clerk of the Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue, 5th Floor
Bakersfield, CA 93301

or directed to AGENCY, addressed as follows:

[Agency]
[Street]
[City, State, Zip]

Contact Person(s):
[Name]
[phone]
[e-mail]

12. Grievance Procedure and Venue.

- a. If COUNTY and AGENCY are unable to mutually resolve any disputes which may arise between the parties relating to this Agreement, AGENCY may file a complaint with COUNTY at 1600 E. Belle Terrace, Bakersfield, California 93307. A grievance officer shall be appointed to review the dispute and attempt to resolve the matter with the parties. If the dispute is still not resolved, AGENCY may request a hearing with a hearing officer appointed by COUNTY.

If the dispute remains unresolved, AGENCY may appeal to the State Review Panel of the Governor of the State of California. If there is still no resolution to the dispute, AGENCY may file an action in a court of law.

- b. The parties hereto acknowledge that this Agreement was executed and services and obligations are to be performed in Kern County, and, therefore, both parties agree that if any party to this Agreement initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement or which relates to this Agreement in any manner, the proper venue for any such action is the Superior Court of the State of California of and for the County of Kern.

13. Construed According to California Law.

COUNTY and AGENCY agree that the provisions of this Agreement will be construed in accordance with the laws of the State of California.

14. No Authority to Bind COUNTY.

It is understood that AGENCY, in its performance of any and all duties under this Agreement, has no authority to bind COUNTY to any agreements or undertakings with respect to any and all persons or entities with whom AGENCY deals in the course of its business.

15. Modifications and Amendments.

- a. This Agreement may be unilaterally modified or amended in writing by the COUNTY under the following circumstances:
 - 1) There is an increase or decrease in local, state, or federal funding levels.
 - 2) To implement adjustments to AGENCY's plans, goals, and/or objectives.
 - 3) Funds awarded to the AGENCY have not been expended in accordance with the Agreement. After consultation with the AGENCY, COUNTY has determined that funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner consistent with local, state, and federal law, regulations, and policies, reverting to the COUNTY.
 - 4) The term of the Agreement is changed.
 - 5) There is a change in local, state, or federal law or regulation requiring a change in the provisions of this Agreement.
 - 6) The AGENCY's name has changed. Upon receipt of legal documentation of the name change COUNTY will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
- b. Except as provided above, this Agreement may be amended or modified only in writing by the mutual agreement of both COUNTY and AGENCY.

16. Nonwaiver.

No covenant or condition of this Agreement to be performed by AGENCY can be waived except by the written consent of COUNTY. Forbearance or indulgence by COUNTY in any regard

whatsoever shall not constitute a waiver of any covenant or condition to be performed by AGENCY. COUNTY shall be entitled to invoke any remedy available to COUNTY under this Agreement or by law or in equity despite any such forbearance or indulgence.

17. Independent Contractor.

In the performance of the services under this Agreement, AGENCY shall be and acknowledges that AGENCY is in fact and law, an independent contractor and not an agent or employee of COUNTY. AGENCY has and retains the right to exercise full supervision and control over the manner and methods of providing services to COUNTY under this Agreement. AGENCY retains full supervision and control over the employment, direction, compensation, and discharge of all persons assisting AGENCY in the provision of services under this Agreement. With respect to AGENCY's employees, if any, AGENCY shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employment taxes whether Federal, State or local, and compliance with any and all other laws regulating employment.

18. Assignment.

AGENCY shall not assign any right, title or interest it may acquire by reason of this Agreement except after first obtaining the written consent of COUNTY.

19. Conflict of Interest.

The parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 of the California Government Code relating to conflict of interest of public officers and employees. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of the COUNTY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, COUNTY may immediately terminate this Agreement by giving written notice thereof. AGENCY shall comply with the requirements of Government Code Section 87100 et seq. during the term of this Agreement.

20. Signature Authority.

Each person executing this Agreement on behalf of AGENCY represents and warrants that he or she is duly authorized by AGENCY to execute and deliver this Agreement on behalf of AGENCY and that this Agreement is binding upon AGENCY in accordance with its terms. Prior to commencing any work under this Agreement, AGENCY shall deliver documentation of AGENCY's governing body authorizing or ratifying the execution of this Agreement to COUNTY's Employers' Training Resource.

IN WITNESS WHEREOF, COUNTY and AGENCY have caused this Agreement to be executed by their respective officers and agents as of the day and year first above written.

COUNTY OF KERN

AGENCY

«Agen_A2»

Teresa Hitchcock
Assistant County Administrative Officer
Employers' Training Resource

«PersonSign__AC2»

“COUNTY”

“AGENCY”

APPROVED AS TO FORM
Office of County Counsel

Deputy

2021-22 WIOA

2021-22 RFR Section I: General Information

WORKFORCE INNOVATION AND OPPORTUNITY ACT
EXHIBIT “D”
REGULATIONS AND POLICIES

I. WORKFORCE INNOVATION AND OPPORTUNITY ACT DEFINITIONS

For definitions applicable to the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128, refer to the law, Code of Federal Regulations (CFR) Title 20 Parts 603, 651, 652 et al. Workforce Innovation and Opportunity Act; Final Rule – published August 19, 2016.

II. NONDISCRIMINATION

1. As a condition to the award of Federal financial assistance under WIOA, AGENCY assures, with respect to operation of the WIOA-funded program(s) or activity(ies) and all agreements or arrangements to carry out the WIOA-funded program(s) or activity(ies), that it will comply fully with the nondiscrimination and equal opportunity provisions of:

- Section 188 of WIOA which prohibits discrimination against all individuals in the United States on the basis of: race; color; religion; sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity); national origin (including limited English proficiency); age; disability; political affiliation or belief; or against any beneficiary of, applicant to, or participant in, programs financially assisted under Title I of the WIOA, on the basis of the individual's citizenship status or participation in any WIOA Title I financially assisted program or activity
- Civil Rights Act of 1964 (Public Law 88-352) Titles VI and VII
- Education Amendments of 1972 (Public Law 92-318) Title IX
- Rehabilitation Act of 1973 (Public Law 93-112) Title V, Section 504
- Age Discrimination Act of 1975 (Public Law 94-135)
- Americans with Disability Act of 1990 (Public Law 101-336)
- Nontraditional Employment for Women Act of 1991
- Executive Order 11246 as amended by E.O.11375 and supplemented by the requirements of 41 CFR part 60

The AGENCY also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above and will remain in compliance for the duration of the award of federal financial assistance. The Federal government has the right to seek judicial enforcement of this assurance.

The assurance of equal opportunity and nondiscrimination is incorporated by operation of law regardless of whether or not it is physically incorporated in contracts, grants or other agreements.

2. As a condition of receiving Federal financial assistance under WIOA, AGENCY will comply with Training and Employment Guidance Letter (TEGL) No. 37-14 dated May 29, 2015 regarding the prohibition on discrimination based on gender identity, gender expression, and sex stereotyping.
3. In the performance of this agreement, AGENCY will fully comply with the provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to Department of Labor (DOL) job training programs.

4. AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this agreement, and AGENCY shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.
5. AGENCY must not discriminate in any of the following areas: Deciding who will be admitted, or have access, to any WIOA Title I financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity.

With respect to terms and conditions affecting, or rights provided to individuals who are participants in programs and/or activities supported by funds provided under WIOA, such individuals shall not be discriminated against solely because of their status as such participants.

6. Participation in WIOA programs and activities or receiving WIOA funds shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.
7. AGENCY must take reasonable steps to ensure that communications with individuals with disabilities are as effective as communications with others. This means that, upon request and at no cost to the individual, recipients are required to provide appropriate auxiliary aids and services to qualified individuals with disabilities.
8. AGENCY may not retaliate against any individual because that individual has filed a complaint, opposed a practice prohibited by the nondiscrimination and equal opportunity provisions of WIOA, assisted in a review of a complaint of noncompliance, or otherwise exercised any rights under this law.

III. LABOR STANDARDS AND WORKING CONDITIONS

1. Individuals in on-the-job training or individuals employed in activities under Title 1 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 sec. 6(a)(1) of the Fair Labor Standards Act of 1938 or the applicable State or local minimum wage law. These individuals must also be provided benefits and working conditions at the same level and to the same extent as other trainees or employees working a similar length of time and doing the same type of work.
2. Work experience sites must be located within the Workforce Development Area unless AGENCY receives prior approval from COUNTY.
3. No funds available under WIOA may be used for contributions on behalf of any participant

to retirement systems or plans.

4. No currently employed worker shall be displaced by any participant (including partial displacement such as a reduction in hours of non-overtime work, wages, or employment benefits).
5. No participant shall be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to his or her health or safety.
6. If AGENCY receives in excess of one hundred fifty thousand dollars (\$150,000) under the subgrant, AGENCY agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
7. AGENCY agrees to comply with all the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act [42 U.S.C. 6201; 2 CFR Appendix II to Part 200 (H)].
8. A program or activity operated with WIOA funds shall not impair existing contracts for services or collective bargaining agreements, and no such program or activity that would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned before the program or activity begins.
9. No funds available under WIOA will be used to assist, promote, or deter union organizing.
10. All prime construction contracts in excess of two thousand dollars (\$2,000) awarded by non-federal entities must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
11. All contracts in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers must comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701-3708, specifically 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
12. For contracts in excess of ten thousand dollars (\$10,000), compliance with Section 6002 of the Solid Waste Disposal Act and 40 CFR part 247 is required.

IV. RESTRICTIONS AND POLICIES

No program or activity funded or otherwise financially assisted in whole or in part under WIOA shall involve political or religious activities.

Neither AGENCY's services nor the WIOA funds provided therefore, nor the personnel employed in the administration of this agreement, shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15 of Title 5 of the United States Code.

Personnel policies shall be stated in written form and available to COUNTY upon request.

AGENCY shall maintain a written detailed job description identifying job functions and responsibilities for each administrative and staff position funded under this agreement as they relate to their job functions under WIOA.

WIOA participants shall not be employed to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants).

AGENCY must follow all applicable procurement procedures as outlined in the Code of Federal Regulations (CFR), Title 2, Subtitle A, Chapter II, Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance); Federal and State WIOA guidance; and Employers' Training Resource (ETR) Policy Bulletins.

AGENCY must obtain written permission from COUNTY before the purchase or lease-to-own of any equipment (or sets of items) with an acquisition cost of five thousand dollars (\$5,000) or more if any of the cost will be a direct charge to the grant funds paid to AGENCY in accordance with this agreement. Notification of receipt of the above, along with a copy of the invoice, must be submitted to COUNTY within thirty (30) days of receipt of the items. Authorization of COUNTY must be received prior to moving any inventory items purchased or leased under this agreement from their original location.

8. All property, finished or unfinished documents, data, studies and reports prepared or purchased by AGENCY under this agreement are property of COUNTY. In addition, any supplies, tools and/or equipment furnished to AGENCY by COUNTY and/or purchased by AGENCY with funds pursuant to this agreement, will be limited to use within the activities outlined in this agreement and will remain the property of COUNTY. Upon termination of this agreement, AGENCY will immediately return such supplies, tools and/or equipment to COUNTY or dispose of them as directed by COUNTY.

Properly earned revenues in excess of costs accrued by public and private non-profit agencies through this agreement are to be considered "program income" which is to be used and reported in accordance with applicable Federal and State regulations.

AGENCY shall not require participants to apply for or access student loans, or incur personal debt, as a condition of WIOA participation.

AGENCY shall ensure that WIOA funds are used in addition to funds otherwise available in the area. AGENCY should encourage clients to establish eligibility for the Pell Grant program and/or other forms of financial assistance and inform COUNTY of the clients' eligibility for such funds. AGENCY shall ensure that funds from Pell Grants or other grant programs are coordinated with WIOA funds as specified in this agreement.

AGENCY shall maintain a written plan for the allocation of WIOA expenses and make it available to COUNTY upon request. Such plan must describe the method used to determine: 1) the allocation of costs to WIOA; and 2) the allocation of WIOA costs to the various WIOA programs, activities and cost categories. All AGENCY staff funded in whole or in part by WIOA must maintain an after-the-fact time record signed by the employee and the immediate supervisor. This time record must be used as the basis for allocating staff salaries and related benefits.

Accounting policies shall be up-to-date, in written form, and copies made available to COUNTY upon request.

AGENCY is required to provide COUNTY with a certificate of Drug-Free Workplace which acknowledges notification of employees that action will be taken against them for violations under Government Code Sections 8351(a) and 8355(b); that a Drug-Free Awareness Program has been implemented; and that personnel will receive a copy of AGENCY's policy.

AGENCY must submit to COUNTY a properly documented budget transfer request within fifteen (15) days of filing an Operator's Expenditure Report in which any line item exceeds the budgeted amount for that line item. COUNTY reserves the right to reimburse for any line item exceeded up to ten percent (10%) until a budget transfer is approved.

No funds available under WIOA may be used for public service employment except as specifically authorized under WIOA.

Funds provided under WIOA shall only be used for activities that are in addition to those that would otherwise be available in the local area in the absence of such funds.

18. No funds will be given to AGENCY if AGENCY failed to satisfy any major conditions in a current or previous subgrant agreement with COUNTY or has not satisfied the conditions relating to the resolution of a final monitoring finding and determination, including repayment of debts.

19. Although California passed Proposition 64, in accordance with federal law (21 U.S.C. 812), marijuana is classified as a Schedule 1 narcotic, and is therefore illegal from a federal standpoint. Therefore, in accordance with federal law, WIOA funds cannot be used to directly or indirectly support the marijuana industry including, but not limited to, use, possession, growth or distribution of marijuana. This applies to programs and services including, but not limited to, training, employer outreach, hiring events, career counseling, job orders and referrals.

V. RELOCATION

1. No funds provided under WIOA shall be used, or proposed for use, to encourage or induce the relocation of a business or part of a business if such relocation would result in a loss of employment for any employee of such business at the original location and such original location is within the United States.
2. No funds provided under WIOA for an employment and training activity shall be used for customized or skill training, on-the-job training, or company-specific assessments of job applicants or employees, for any business or part of a business that has relocated, until the date that is 120 days after the date on which such business commences operations at the new location, if the relocation of such business or part of a business results in a loss of employment for any employee of such business at the original location and such original location is within the United States.
3. No funds available under WIOA shall be used for employment generating activities, economic development activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resource centers, and similar activities that are

VI. GRIEVANCE PROCEDURE

1. AGENCY shall establish a procedure for resolving any issue arising between it and any of its contractors or participants. Such procedure shall be available to participants and include an opportunity for a hearing, an appeal and a final determination. Formal grievances shall be resolved within time frames specified by applicable Federal, State and/or COUNTY grievance procedures. Additionally, when AGENCY takes an adverse action against a participant, such procedure shall include a written notice:
 - a. setting forth the grounds for the adverse action;
 - b. giving the participant an opportunity to respond; and
 - c. informing the participant of his or her right to appeal the decision of AGENCY to COUNTY's Employers' Training Resource.
2. AGENCY shall be bound by any and all decisions made pursuant to COUNTY's grievance procedure or the WIOA grievance procedure relating to issues that are appealed from AGENCY's determination or action.

VII. DEBARMENT, SUSPENSION, FRAUD AND ABUSE CERTIFICATION

1. *Fraud and Abuse Procedure:* AGENCY shall maintain on file a management procedure advising its staff of their responsibilities to: 1) be alert to any instances of fraud, abuse and criminal activity committed by staff or program participants, and 2) to report all such instances to the Director/Assistant County Administrative Officer for the County of Kern or a Deputy Director of COUNTY's Employers' Training Resource within one work day of detection or discovery of information alleging fraud.

AGENCY is required to comply with the government-wide requirements, including Executive Orders 12459 and 12689, for debarment and suspension and OMB Guidance 2 CFR Part 180. Agreements may not be issued to any entity listed as an excluded party in the System for Award Management (SAM).
<https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>.

AGENCY will certify under penalty of perjury under the laws of the State of California that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency and had not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction.

2. By signing this agreement, AGENCY hereby certifies that, to the best of its knowledge and belief, it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
 - b. Have not, within a three-year period preceding this agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal,

State or local) transaction or contract. Nor shall AGENCY have, within a three-year period preceding this agreement, been convicted of or had a civil judgment rendered against it for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

- 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 2b. of Section VII.
- d. Have not, within a three-year period preceding this agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

Where AGENCY is unable to certify to the above it shall provide COUNTY with an explanation.

VIII. LOBBYING CERTIFICATION AND DISCLOSURE

- 1. AGENCY certifies that no Federal appropriated funds have been paid or will be paid, by AGENCY's officers or employees, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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. By signing this agreement AGENCY assures and certifies to the lobbying restrictions in 2 CFR 200.450, 29 CFR Part 93 and in the Byrd Anti-Lobbying Amendment 31 USC 1352.
- 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 any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, AGENCY's signatory official shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. AGENCY must submit to COUNTY a "Certification Regarding Lobbying" signed by AGENCY's signatory official, if the agreement amount is in excess of one hundred thousand dollars (\$100,000).

IX. CONFLICT OF INTEREST

- 1. AGENCY hereby agrees that in administering this agreement, it will comply with the standards of conduct, hereinafter specified, for maintaining the integrity of the program and avoiding any conflict of interest in its administration.
 - a. Every reasonable course of action will be taken by AGENCY in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism and questionable or improper conduct. This agreement will be administered in an impartial manner, free from efforts to gain personal, financial, or political gain. AGENCY, its executive staff and employees, in administering this agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain. Notwithstanding the above, private-for-profit agencies will be allowed to conduct activities for financial gain,

2021-22 RFR Section I: General Information
subject to the other terms and conditions of this agreement.

- b. No relative by blood, adoption or marriage of any AGENCY employee or employee of COUNTY shall receive favorable treatment when considered for services or enrollment in programs provided by AGENCY or COUNTY under WIOA. AGENCY shall maintain a written policy that ensures the delivery of non-preferential treatment to relatives of AGENCY's employees. The policy must be disseminated to AGENCY's employees. Documentation of these efforts shall be kept on file and made available for monitoring and audit review.

AGENCY staff that become aware of any potential or enrolled participant in its program who is related to an employee must provide this information in written documentation to COUNTY immediately. The staff employee that is a relative of the participant may not enroll, case manage or supervise any aspect of that participant's activities. In addition, no individual may be placed in a WIOA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.

- c. In addition, no immediate family member of any executive or employee of AGENCY shall receive favorable treatment when considered for employment with AGENCY. When it is in the public interest for AGENCY to conduct business (only for the purposes of services to be provided) with an immediate family member, AGENCY shall obtain approval from the COUNTY before entering into an agreement. All correspondence shall be kept on file and available for monitoring and audit reviews.
- d. Executives and employees of AGENCY will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this agreement, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for AGENCY to conduct business with a friend or associate of an executive or employee of AGENCY, an elected official in the area or a member of the Local Workforce Development Board, a permanent record of the transaction will be retained.
- e. An executive, officer, agent, representative, or employee of AGENCY will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by AGENCY or the COUNTY. Supplies, materials, equipment, or services purchased with WIOA funds will be used solely for purposes allowed under this agreement.
- f. No individual may be placed in a WIOA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual. COUNTY uses the term "relatives" defined as "individuals who are related by blood, marriage, or adoption including the following relationships: spouse, child, stepchild, parent, stepparent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, parent-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, and first cousin."

X. CHILD SUPPORT COMPLIANCE ACT

1. In accordance with the Child Support Compliance Act, AGENCY recognizes and acknowledges:

- a. The importance of child and family support obligations and shall fully comply with applicable State and Federal laws relating to child and family support enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. AGENCY, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).
2. Failure to comply with the above requirements may result in suspension of payments under the agreement or termination of the agreement or both, and AGENCY may be ineligible for award of future subgrants with COUNTY if COUNTY determines that the following has occurred: (1) false certification, or (2) the failure to carry out the requirements as noted above.

XI. TRAVEL AND LODGING POLICY

If AGENCY does not have its own written policy establishing reasonable allowable expenses for travel, meals and lodging, the following shall apply. In no case shall reimbursement be made for first class air travel.

Travel	Actual expenses for all WIOA-funded travel besides personal automobile; not to exceed fifty-seven and half cents (\$.575) (for 20-21) per mile for travel by personal automobile or as changed from time to time by COUNTY.
Meals and Lodging	Reimbursement for WIOA-funded business should not exceed COUNTY per diem as stated in the County of Kern Administrative Office memorandum "Annual Employee Travel Reimbursement Rates and Department Head/Elected Official Automobile Allowance" as changed from time to time by the County of Kern. Lodging expense should not exceed two hundred thirty-eight dollars (\$238) (for 20-21) per night (including tax).

XII. EXECUTIVE PAY FOR NON-PROFIT AGENCIES

1. COUNTY shall reimburse AGENCY for the Chief Executive Officer's (or other such title) salary, benefits and perquisites no more than the amount stated in the GuideStar Nonprofit Compensation Report for California Organizations, median range, based on budget size or actual total compensation costs, whichever is lower. Costs shall include both direct and indirect, and total compensation costs must be based on the lower of actual total compensation or the compensation limit set forth in GuideStar.
2. For purposes of determining the GuideStar limitation, the AGENCY's budget shall be its adopted operating budget, which must closely correlate with actual operating expenses. Capital acquisitions are not considered to be part of the AGENCY's operating budget. The version of GuideStar applicable is the latest version published on the execution date of this agreement.

3. COUNTY shall not provide reimbursement for any portion of the Chief Executive Officer's (or other such title) compensation costs charged to a program in excess of that which is determined to be reasonable under the Uniform Guidance or any other limitation set forth by applicable State and Federal agencies.
4. AGENCY shall provide COUNTY with the total compensation expected to be paid to the Chief Executive Officer (or other such title) over the Term of Agreement. If the Term of Agreement covers more than one operating cycle for AGENCY, the report on total compensation shall identify the expected total compensation for that portion of each operating cycle that will be allocated against COUNTY programs. AGENCY shall provide the above information when requested by COUNTY. It is COUNTY's expectation that each report will include actual data to the extent possible.
5. Upon request, AGENCY shall make available to the COUNTY its adopted operating budget. If the Term of Agreement covers more than one operating cycle for AGENCY, AGENCY shall, upon COUNTY's request, provide COUNTY with its adopted operating budget for each separate operating cycle.
6. The form and content of the adopted operating budget provided to COUNTY shall be that which is normally provided to the AGENCY's Board of Directors, Chief Executive Officer, Chief Financial Officer, Owner, Partner or other such governing authority.

XIII. LIMITS ON EXECUTIVE PAY FOR EXECUTIVES PAID WITH EMPLOYMENT AND TRAINING ADMINISTRATION FUNDS

Effective June 15, 2006, all programs funded through the Department of Labor's Employment and Training Administration must comply with TEGL No. 05-06 which applies to AGENCIES receiving funds from COUNTY under this agreement. This requirement sets a limitation on salary and bonus payments paid to individuals using WIOA funds, whether charged through direct or indirect cost systems. The limit is set at the equivalent of Executive Level II, which is **one hundred ninety-nine thousand three hundred dollars (\$199,300)** for Calendar Year 2021 and may increase in successive calendar years, so that the duration of this agreement may span both levels of pay. The effective rate at any given time is posted at www.opm.gov. Wage and bonus documentation must be available for monitoring or audit purposes for all AGENCY employees chargeable under this agreement. Compensation may exceed these limits, but charges under this agreement may not exceed the limit in effect during any given time period.

XIV. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

1. AGENCY is prohibited from obligating or expending loan or grant funds to:
 - a. Procure or obtain;
 - b. Extend or renew a contract to procure or obtain; or
 - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by

Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

2. This prohibition also applies to video surveillance and telecommunications equipment produced by, or services provided by, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) and also includes any entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

PY 2021-22 Exhibit D – WIOA

SAMPLE

SECTION II – THRESHOLD DOCUMENTS & FINANCIAL STATEMENTS

These are threshold requirements for any proposal that will be funded under a contract. For all proposals, one set of the documents contained in this section must be completed and submitted. If the proposing agency submits more than one proposal, only one set of threshold documents will be considered. **If a complete, signed* set of these threshold documents is not submitted by a proposing agency, the proposal of that agency may not be given further consideration.**

The set of required threshold documents are:

Attachment II-A	“Organizational Summary/Signature Page”
Attachment II-B	“Certification of Proposal Content by Authorized Representative”
Attachment II-C	“Nondebarment Certification” **
Attachment II-D	“Certification Regarding Lobbying”
Attachment II-E	“Drug-Free Workplace Certification”
Attachment II-F	“Child Support Compliance Act Certification”
Attachment II-G	“Disallowed Costs Statement”
Attachment II-H	“Certificate of Good Standing”
Attachment II-I	“Certificate of Compliance”
Attachment II-J	“Certificate of Compliance” (Prohibition on Certain Telecommunications)

In addition to these threshold documents, agencies must include a copy of the most recent audit or financial statement as described in Section I.

*Exceptions may be made for threshold documents that must be signed by a Board member if there is not sufficient time to obtain that signature prior to the deadline. In this case, please have proposal preparer/program administrator indicate this on each document and include date by which signatures will be obtained.

**Instructions need not be returned.

Attachment II-A

ORGANIZATIONAL SUMMARY/SIGNATURE PAGE

Name of organization:	
Legal name (if different):	
Mailing address:	
City, State, Zip:	
Tax I.D. Number:	
Contact person/title:	
Phone number:	
Fax number:	
E-mail address:	
Physical address:	
City, State, Zip:	
Billing address if different:	
City, State, Zip:	

Type of organization:	___ Public ___ CBO ___ FBO ___ Education ___ Other
Certification:	___ BPPE ___ WASC ___ N/A ___ Other (specify _____)
Are facilities accessible to the disabled or reasonable accommodations available?	___ Yes ___ No
Is agency free from political activity?	___ Yes ___ No
Is organization covered by a written grievance procedure?	___ Yes ___ No
Is financial aid available to students?	___ Yes ___ No
If yes, list types:	
Has this organization previously contracted with ETR?	___ Yes ___ No
If yes, last year of funding and amount:	Year Amount \$
Does this organization contract with other Workforce Development Areas?	___ Yes ___ No
If yes, name of other local areas and programs:	

Approval of Authorized Representative		
Name:		
Title:	Signature	Date

CERTIFICATION OF PROPOSAL CONTENT BY AUTHORIZED REPRESENTATIVE

The applicant hereby proposes to provide and deliver training programs under the Workforce Innovation and Opportunity Act of 2014 (WIOA). If this proposal is approved and funded, the organization agrees that provisions of the Workforce Innovation and Opportunity Act of 2014, which retains and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act and the Rehabilitation Act of 1973, and any legislation governing other funding sources available through ETR, and other assurances as required by governing regulations and the County of Kern, will be adhered to.

This proposal does not duplicate services available in the area that are provided by non-WIOA sources. This organization, its members and collaborators are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of WIOA-funded subcontracts. The cost/pricing data submitted within this proposal is accurate, complete, and current as of the date below.

In addition, the contracting official certifies that he/she is a duly authorized representative of the applicant organization and is fully authorized to submit and sign proposals; that the data contained herein are accurate, complete and current; that any revisions to price or cost information will be submitted immediately; and that the organization is fully capable of fulfilling its obligations under this proposal as stated herein.

Organization

Name & Title of Authorized Representative

Signature

Date

NONDEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by government-wide requirements, including the regulations implementing Executive Orders 12459 and 12689, for debarment and suspension and OMB Guidance 2 CFR Part 180.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- A. The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- B. Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization

Name & Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT

- A. By signing and submitting this proposal, the prospective recipient of federal assistance funds is providing the certification as set out below.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
- C. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the definitions and coverage sections of rules implementing Executive Order 12549. Contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective recipient of federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
- F. The prospective recipient of federal assistance funds further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but it is not required to, check the Award Management (SAM) for an entity listed as an excluded party at: <https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the DOL may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

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

- A. No federal contracted 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, an 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.
- B. If any funds other than federal contracted funds have been paid or will be paid to any person for influencing or attempting to influence an officer or an 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 the standard form, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the documents for all subcontracts, and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was entered into or made. 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.

Organization

Name & Title of Authorized Representative

Signature

Date

DRUG-FREE WORKPLACE CERTIFICATION

By signing this certification, the prospective contractor or recipient hereby certifies under penalty of perjury under the laws of the State of California that the contractor or recipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq) and will provide a drug free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8350(a).
- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - 1. the dangers of drug abuse in the workplace;
 - 2. the person's or organization's policy of maintaining a drug-free workplace;
 - 3. any available counseling, rehabilitation, and employee assistance programs; and
 - 4. penalties that may be imposed upon employees for drug abuse violations.
- C. Provide, as required by Government Code Section 8355 (c), that every employee who works with the proposed program/activity:
 - 1. will receive a copy of the company's drug-free policy statement; and
 - 2. will agree to abide by the terms of the company's drug-free workplace policies.

Failure to comply with these requirements may result in suspension of payments under the subgrant/contract or termination of the subgrant/contract, or cancellation of the purchase order, or all that may apply. In addition, the contractor or grantee may be ineligible for award of future subgrant/contracts or purchase orders if it is determined that any of the following has occurred: (1) the false certification, or (2) failing to carry out the requirements of the certification as noted above.

Organization

Name & Title of Authorized Representative

Signature

Date

CHILD SUPPORT COMPLIANCE ACT CERTIFICATION

Agency shall comply with applicable federal and state laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of part 5 of Division 9 of the Family Code: and

- A. Agency, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).
- B. Failure to comply with the above requirements may result in suspension of payments under the agreement or termination of the agreement or both, and the agency may be ineligible for award of future subgrants with the County, if the County determines that any of the following has occurred:
 - 1. the false certification; or
 - 2. violation of the certification by failing to carry out the requirements as noted above.

Organization

Name & Title of Authorized Representative

Signature

Date

DISALLOWED COSTS STATEMENT

_____(Agency)
will repay any disallowed expenditures with non-federal, non-grant funds.

List types and amounts of non-federal, non-grant funds available:

Organization

Name & Title of Authorized Representative

Signature

Date

CERTIFICATE OF GOOD STANDING

CERTIFICATION REGARDING AGENCY STATUS AND COMPLIANCE WITH EMPLOYERS' TRAINING RESOURCE AND THE COUNTY OF KERN

Please provide complete answers to the following questions:

- A. Does the prospective recipient of federal assistance funds owe any disallowed costs, including any known or potential cost reimbursements, to Employers' Training Resource?
No [] Yes []

If yes, please provide the nature and amount of disallowed costs or known or potential costs owed:

- B. Does the prospective recipient of federal assistance funds owe any disallowed costs, including any known or potential cost reimbursements, to any Kern County department, other than Employers' Training Resource? No [] Yes []

If yes, please provide Kern County department, nature and amount of disallowed costs or known or potential costs owed:

- C. Does the prospective recipient of federal assistance funds owe any disallowed costs, including any known or potential cost reimbursements, to any other agencies or entities, other than Kern County and Employers' Training Resource? No [] Yes []

If yes, please provide the agency name, nature and amount of disallowed costs or known or potential costs owed:

2021-22 RFR Section II: Threshold Documents & Financial Statements

If a recipient owes Employers' Training Resource's any disallowed, known or potential cost reimbursements, it is Employers' Training Resource's policy to withhold payment of any current contract reimbursements until all such disallowed, known or potential cost reimbursements have been paid.

If a recipient owes any Kern County department any disallowed, known or potential cost reimbursements, Kern County's policy does not allow Employers' Training Resource to contract with said recipient until all such disallowed, known or potential cost reimbursements have been paid.

The prospective recipient of federal assistance funds certifies, by signature of this document, that the above is true and correct. In addition, the recipient may be ineligible for award of future subgrant/contracts or purchase orders if it is determined that a false certification has been filed with Employers' Training Resource

Organization

Name & Title of Authorized Representative

Signature

Date

CERTIFICATE OF COMPLIANCE

CERTIFICATION REGARDING AGENCY'S ABILITY TO SUPPLY REQUIRED DOCUMENTATION AND COMMENCE PROGRAM OPERATIONS

By completing this certificate, an agency awarded a contract agrees to the following:

- A. All documentation as required in the contract, including insurance certificates and endorsements and evidence of agency's Board contract approval, will be provided to Employers' Training Resource. Employers' Training Resource will not commence reimbursement payments for any agency that does not have the required evidence of insurance coverage and evidence of agency's Board contract approval.
- B. Agency will return its contract to Employers' Training Resource within 15 working days of receipt. If agency is unable to comply with this requirement, it must notify Employers' Training Resource immediately and provide the circumstances for the delay and an estimate of the delivery date of the signed contract to Employers' Training Resource.
- C. Within 30 days of agency receipt of the fully signed and executed contract, agency must show to Employers' Training Resource's satisfaction that the contracted program has commenced operations. In addition, agency assumes all risk for any expenses or activities that are commenced by the agency before the date the contract is executed.

If any of the above requirements are not met by the agency, Employers' Training Resource reserves the right to take action as necessary, up to and including termination of the contract with agency.

The agency certifies, by signature of this document, that it agrees with the above provisions.

Organization

Name & Title of Authorized Representative

Signature

Date

CERTIFICATE OF COMPLIANCE

CERTIFICATION REGARDING AGENCY'S COMPLIANCE WITH 2 CFR PART 200.216, PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

The undersigned certifies, to the best of his or her knowledge and belief, that federal grant funds will not be obligated or expended to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

This prohibition also applies to video surveillance and telecommunications equipment produced by, or services provided by, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) and also includes any entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Failure to comply with the above requirements will result in disallowed costs.

Organization

Name & Title of Authorized Representative

Signature

Date

SECTION III-A: COMPREHENSIVE OUT-OF-SCHOOL YOUTH SERVICES - INSTRUCTIONS

This application is for current providers of comprehensive Out-of-School youth (OSY) programs. Eligible applicants are KCCD-BC, KHSD, Tehachapi USD, and WKAEN.

- The following factors will be used when evaluating programs for refunding:
 1. A previously demonstrated success in serving this population;
 2. A demonstrated understanding of and ability to comply with WIOA policies and regulations;
 3. Record of meeting previous WIOA performance indicators;
 4. Record of meeting PY 2020-21 enrollment and reporting requirements;
 5. Record of meeting expenditure expectations and requirements;
 6. Ability to meet changing needs during the COVID-19 pandemic;
 7. Proposed plan for adjustments, if any, to program for PY 2021-22.
- You must complete the application section electronically, in Microsoft Word or compatible format. Attachments may be scanned to PDF. You may increase the space within the answer blanks.
- Email the entire packet to woodmans@kerncounty.com and lindam@kerncounty.com by the due date and time.
- In addition to emailing the packet, the original hard copies should be mailed to ETR in a timely manner.
- Document Order:
 1. Cover/Signature Page (1 per Organization)
 2. Threshold Documents (1 Set per Organization)
 3. Financial Statements (1 Set per Organization)
 4. Program Application (1 per Program)
- Please do not staple or use any kind of permanent binder on the original hard copies.
- Please be aware that evaluators will have access to performance data in CalJOBS, previous monitoring reports, and funding/expenditure history.
- ETR reserves the right to request additional backup documentation from applicants.

SECTION III-B: COMPREHENSIVE OUT-OF-SCHOOL SERVICES - APPLICATION

Employers' Training Resource WIOA Program Summary for Comprehensive Out-of-School Youth Services

1. Organization Name:
2. Program Title:
3. Amount of Request: \$
4. Number of **New** Participants to be enrolled (July 1, 2021 or later): _____
5. Number of participants expected to **carry over** from Program Year (PY) 2020-21 if any:

6. Total number of participants proposed for PY 2021-22: _____
7. Location(s) to be served:
8. Briefly summarize your organization's history of success in serving Out-of-School youth under WIOA.
9. Please describe how your program adapted during 2020-21 to meet the needs of your Out-of-School youth participants during the COVID-19 pandemic.
10. Are you meeting your enrollment goals for PY 2020-21? If not, what new or different outreach approaches do you plan to pursue in order to meet your enrollment goals in PY 2021-22 especially if the COVID-19 pandemic and its related closures continue?
11. Are you meeting your quarterly expenditure targets for PY 2020-21? If not, what are your plans for meeting your expenditure targets in PY 2021-22 especially if the COVID-19 pandemic and its related closures continue?
12. What percentage of your budget has been spent on participant work experience for PY 2020-21 as of the February 2021 OER? If not meeting the 20% requirement, how do you plan to meet the requirement in PY 2021-22?
13. To what extent will your organization be able to offer work experience in 2021-22 if the COVID-19 pandemic continues?
14. Describe any other challenges your program experienced/is experiencing during PY 2020-21 and any improvements or changes planned for PY 2021-22.
15. Describe how your organization complies with the provisions of California's Healthy Family, Healthy Workplace Act of 2014 ("Sick Leave Law"), including how you track accrued sick leave and report accrued sick leave to participants. Please explain how participants are made aware of their rights under this law.

16. Describe specifically how your organization complies with the employer mandate under the Affordable Care Act, and how participants are made aware of their rights and options under this law.

17. Describe specifically how your organization complies or plans to comply with SB 1343 (Sexual Harassment Training requirement) with respect to participants placed in work experience.

COMPLETE THIS BUDGET WORKSHEET FOR EACH PROGRAM PROPOSED, ITEMIZING SPECIFIC COSTS PROPOSED FOR EACH CATEGORY LISTED

Comprehensive Out-of-School Youth Services

Organization Name:		
Program Name:		
Funding requested for this Program:		
Planned Carryover Participants:	Planned New Participants:	Total:
Cost per Participant (Funding / Total Participants):		

		Cost Category	2020-21 Budget	Proposed for 2021-22
01	a.	Staff Salaries and Fringe Benefits – Work Experience Related		
01	b.	Staff Salaries and Fringe Benefits – Not Related to Work Experience		
02	a.	Participant Wages and Fringe Benefits		
02	b.	Incentives – Work Experience Related Only		
03		Facility Expense Cost of renting or leasing offices, storage rooms, facilities, classrooms, etc. Use allowance or depreciation for space is charged here. Include any building utilities (telephones, electricity, water, trash collection, alarm/security systems, Internet, etc.) not included in rental agreement.		

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04		Supplies & Equipment under \$5000 Cost of supplies necessary for the operation of the program – Includes participant testing supplies and all equipment under \$5,000. Lease or rental of equipment. Use allowance or depreciation. Repair and/or maintenance costs of all items purchased or leased. The cost of maintenance agreements as well as janitorial services.		
05		Supplies & Equipment \$5000 and over Cost of equipment and supplies (including tax and freight charges) necessary for the operation of the program – based on cost per item. Subgrant agreements require approval from ETR prior to incurring expenses for equipment \$5,000 and over.		
06	a.	Travel & Training Expense – Except Incentives Costs for staff travel necessary for normal program operations. Agency costs associated with travel for participants. Staff training costs, as well as participant training/tuition costs are to be charged under this line item.		
06	b.	Incentives Not Related to Work Experience		
07		INSURANCE/BONDING/PROFESSIONAL AND SPECIAL SERVICES:		
	a)	Cost of insurance & bonding, including all liability, but excluding worker's compensation.		
	b)	Outreach and recruiting costs other than Staff Salaries/Fringe. Include advertising costs here.		
	c)	Professional Services, non-salaried, e.g., consultants.		
08		Employer Reimbursement and Income Employer reimbursements under On-the-Job Training and income control for programs producing revenue.		

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09		Supportive Services Payments used to aid or assist participants while attending the program in accordance with ETR's Youth Supportive Service Policy.		
10		Indirects* (Your approved indirect rate applied to your allowable base, for budgeting purposes. Actual indirects should be billed monthly and calculated against the monthly total of other line items.) If you intend to charge for all services on a direct basis, enter zero.		
		TOTAL REQUESTED		

*If your Agency has an Indirect Cost Rate, complete the following:

Approved Indirect Cost Rate:

Cognizant Agency:

Quarterly Cumulative Expenditure Plan

Plans should reflect any expected differences in spending during each quarter. Plans through 2nd Quarter need not equal half the allocation but if lower, please explain. Q4 Cumulative should equal the total amount requested.

Q1	July 1, 2021 – Sept. 30, 2021	\$
Q2 Cumulative	July 1, 2021 – Dec. 31, 2021	\$
Q3 Cumulative	July 1, 2021 – March 31, 2022	\$
Q4 Cumulative	July 1, 2021 – June 30, 2022	\$

20% Work Experience Minimum

The sum of cost categories 01(a) and 02 must be at least 20% of your total budget.

% to be spent on Work Experience as defined above:

Follow-Up Budget:

How many participants do you expect to have in Follow-Up between July 1, 2021 and June 30, 2022?

Of the total budget requested above, how much do you expect to expend on Follow-Up services?

Budget transfers must be approved before charging any expense to a category not listed in a contract budget. The subgrant agreement requires obtaining approval from ETR prior to incurring the following expenses: equipment & supplies over \$5,000, lease-to-own agreements, consultants, and any line item not

2021-22 RFR – Section III-B: Comprehensive OSY Application
included in the original contract budget. **Competitive quotes or sole source justification must be obtained for all purchases of \$10,000 or more.**

If any elements of service are to be subcontracted by your agency to another agency and paid for with WIOA funding, please describe these proposed arrangements and submit a copy of the proposed agreement for approval during the contract negotiation process with ETR.

SECTION IV-A: COMPREHENSIVE IN-SCHOOL YOUTH SERVICES - INSTRUCTIONS

This application is for current providers of comprehensive In-School youth (ISY) programs. Eligible applicants are DJUHSD, KCSOS, KHSD, and Tehachapi USD.

- The following factors will be used when evaluating programs for refunding:
 1. A previously demonstrated success in serving this population;
 2. A demonstrated understanding of and ability to comply with WIOA policies and regulations;
 3. Record of meeting previous WIOA performance indicators;
 4. Record of meeting PY 2020-21 enrollment and reporting requirements;
 5. Record of meeting expenditure expectations and requirements;
 6. Ability to meet changing needs during the COVID-19 pandemic;
 7. Proposed plan for adjustments, if any, to program for PY 2021-22.
- You must complete the application section electronically, in Microsoft Word or compatible format. Attachments may be scanned to PDF. You may increase the space within the answer blanks.
- Email the entire packet to woodmans@kerncounty.com and lindam@kerncounty.com by the due date and time.
- In addition to emailing the packet, the original hard copies should be mailed to ETR in a timely manner.
- Document Order:
 1. Cover/Signature Page (1 per Organization)
 2. Threshold Documents (1 Set per Organization)
 3. Financial Statements (1 Set per Organization)
 4. Program Application (1 per Program)
- Please do not staple or use any kind of permanent binder on the original hard copies.
- Please be aware that evaluators will have access to performance data in CalJOBS, previous monitoring reports, and funding/expenditure history.
- ETR reserves the right to request additional backup documentation from applicants.

SECTION IV-B: COMPREHENSIVE IN-SCHOOL YOUTH SERVICES - APPLICATION

Employers' Training Resource WIOA Program Summary for Comprehensive In-School Youth Services

1. Organization Name:
2. Program Title:
3. Amount of Request: \$
4. Number of **New** Participants to be enrolled (July 1, 2021 or later): _____
5. Number of participants expected to **carry over** from Program Year (PY) 2020-21 if any: _____
6. Total number of participants proposed for PY 2021-22: _____
7. Location(s) to be served:
8. Briefly summarize your organization's history of success in serving In-School youth under WIOA.
9. Please describe how your program adapted during 2020-21 to meet the needs of your In-School youth participants during the COVID-19 pandemic.
10. Are you meeting your enrollment goals for PY 2020-21? If not, what new or different outreach approaches do you plan to pursue in order to meet your enrollment goals in PY 2021-22 especially if the COVID-19 pandemic and its related closures continue?
11. Are you meeting your quarterly expenditure targets for PY 2020-21? If not, what are your plans for meeting your expenditure targets in PY 2021-22 especially if the COVID-19 pandemic and its related closures continue?
12. What percentage of your budget has been spent on participant work experience for PY 2020-21 as of the February 2021 OER? If not meeting the 20% requirement, how do you plan to meet the requirement in PY 2021-22?
13. To what extent will your organization be able to offer work experience in 2021-22 if the COVID-19 pandemic continues?
14. Describe any other challenges your program experienced/is experiencing during PY 2020-21 and any improvements or changes planned for PY 2021-22.
15. Describe how your organization complies with the provisions of California's Healthy Family, Healthy Workplace Act of 2014 ("Sick Leave Law"), including how you track accrued sick leave and report accrued sick leave to participants. Please explain how participants are made aware of their rights under this law.

2021-22 RFR – Section IV-B: Comprehensive ISY Application

16. Describe specifically how your organization complies with the employer mandate under the Affordable Care Act, and how participants are made aware of their rights and options under this law.

17. Describe specifically how your organization complies or plans to comply with SB 1343 (Sexual Harassment Training requirement) with respect to participants placed in work experience.

COMPLETE THIS BUDGET WORKSHEET FOR EACH PROGRAM PROPOSED, ITEMIZING SPECIFIC COSTS PROPOSED FOR EACH CATEGORY LISTED

Comprehensive In-School Youth Services

Organization Name:		
Program Name:		
Funding requested for this Program:		
Planned Carryover Participants:	Planned New Participants:	Total:
Cost per Participant (Funding / Total Participants):		

		Cost Category	2020-21 Budget	Proposed for 2021-22
01	a.	Staff Salaries and Fringe Benefits – Work Experience Related		
01	b.	Staff Salaries and Fringe Benefits – Not Related to Work Experience		
02	a.	Participant Wages and Fringe Benefits		
02	b.	Incentives – Work Experience Related Only		
03		Facility Expense Cost of renting or leasing offices, storage rooms, facilities, classrooms, etc. Use allowance or depreciation for space is charged here. Include any building utilities (telephones, electricity, water, trash collection, alarm/security systems, Internet, etc.) not included in rental agreement.		

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04		Supplies & Equipment under \$5000 Cost of supplies necessary for the operation of the program – Includes participant testing supplies and all equipment under \$5,000. Lease or rental of equipment. Use allowance or depreciation. Repair and/or maintenance costs of all items purchased or leased. The cost of maintenance agreements as well as janitorial services.		
05		Supplies & Equipment \$5000 and over Cost of equipment and supplies (including tax and freight charges) necessary for the operation of the program – based on cost per item. Subgrant agreements require approval from ETR prior to incurring expenses for equipment \$5,000 and over.		
06	a.	Travel & Training Expense – Except Incentives Costs for staff travel necessary for normal program operations. Agency costs associated with travel for participants. Staff training costs, as well as participant training/tuition costs are to be charged under this line item.		
06	b.	Incentives Not Related to Work Experience		
07		INSURANCE/BONDING/PROFESSIONAL AND SPECIAL SERVICES:		
	a)	Cost of insurance & bonding, including all liability, but excluding worker's compensation.		
	b)	Outreach and recruiting costs other than Staff Salaries/Fringe. Include advertising costs here.		
	c)	Professional Services, non-salaried, e.g., consultants.		
08		Employer Reimbursement and Income Employer reimbursements under On-the-Job Training and income control for programs producing revenue.		

2021-22 RFR – Section IV-B: Comprehensive ISY Application

09		Supportive Services Payments used to aid or assist participants while attending the program in accordance with ETR's Youth Supportive Service Policy.		
10		Indirects* (Your approved indirect rate applied to your allowable base, for budgeting purposes. Actual indirects should be billed monthly and calculated against the monthly total of other line items.) If you intend to charge for all services on a direct basis, enter zero.		
		TOTAL REQUESTED		

*If your Agency has an Indirect Cost Rate, complete the following:

Approved Indirect Cost Rate:

Cognizant Agency:

Quarterly Cumulative Expenditure Plan

Plans should reflect any expected differences in spending during each quarter. Plans through 2nd Quarter need not equal half the allocation but if lower, please explain. Q4 Cumulative should equal the total amount requested.

Q1	July 1, 2021 – Sept. 30, 2021	\$
Q2 Cumulative	July 1, 2021 – Dec. 31, 2021	\$
Q3 Cumulative	July 1, 2021 – March 31, 2022	\$
Q4 Cumulative	July 1, 2021 – June 30, 2022	\$

20% Work Experience Minimum

The sum of cost categories 01(a) and 02 must be at least 20% of your total budget.

% to be spent on Work Experience as defined above:

Follow-Up Budget:

How many participants do you expect to have in Follow-Up between July 1, 2021 and June 30, 2022?

Of the total budget requested above, how much do you expect to expend on Follow-Up services?

Budget transfers must be approved before charging any expense to a category not listed in a contract budget. The subgrant agreement requires obtaining approval from ETR prior to incurring the following expenses: equipment & supplies over \$5,000, lease-to-own agreements, consultants, and any line item not

2021-22 RFR – Section IV-B: Comprehensive ISY Application
included in the original contract budget. **Competitive quotes or sole source justification must be obtained for all purchases of \$10,000 or more.**

If any elements of service are to be subcontracted by your agency to another agency and paid for with WIOA funding, please describe these proposed arrangements and submit a copy of the proposed agreement for approval during the contract negotiation process with ETR.

SECTION V-A: WORK EXPERIENCE ONLY SERVICES FOR OUT-OF-SCHOOL YOUTH ENROLLED IN EPIC - INSTRUCTIONS

This application is limited to the Kern High School District's Work Experience Program.

- The following factors will be used when evaluating programs for refunding:
 1. A previously demonstrated success in serving this population;
 2. A demonstrated understanding of and ability to comply with WIOA policies and regulations;
 3. Record of meeting PY 2020-21 enrollment and reporting requirements;
 4. Record of meeting expenditure expectations and requirements;
 5. Ability to meet changing needs during the COVID-19 pandemic;
 6. Proposed plan for adjustments, if any, to program for PY 2021-22.
- You must complete the application section electronically, in Microsoft Word or compatible format. Attachments may be scanned to PDF. You may increase the space within the answer blanks.
- Email the entire packet to woodmans@kerncounty.com and lindam@kerncounty.com by the due date and time.
- In addition to emailing the packet, the original hard copies should be mailed to ETR in a timely manner.
- Document Order:
 1. Cover/Signature Page (1 per Organization)
 2. Threshold Documents (1 Set per Organization)
 3. Financial Statements (1 Set per Organization)
 4. Program Application (1 per Program)
- Please do not staple or use any kind of permanent binder on the original hard copies.
- Please be aware that evaluators will have access to performance data in CalJOBS, previous monitoring reports, and funding/expenditure history.
- ETR reserves the right to request additional backup documentation from applicants

SECTION V-B: WORK EXPERIENCE ONLY SERVICES FOR OUT-OF-SCHOOL YOUTH ENROLLED IN EPIC - APPLICATION

Employers' Training Resource WIOA Program Summary for Work Experience Only Services for Out-of-School Youth enrolled in ETR's EPIC Program

FOR THE PURPOSE OF THIS APPLICATION, UP TO **75** EPIC PARTICIPANTS MAY BE REFERRED TO WEX. PARTICIPANTS MAY RECEIVE APPROXIMATELY **16** WEEKS OF PAID WORK EXPERIENCE FOR A MAXIMUM OF **500** HOURS AT THE PREVAILING MINIMUM WAGE. (Exceptions may be made at the discretion of an ETR CAO Manager).

1. Organization Name:
2. Program Title:
3. Amount of Request: \$
4. Number of participants expected to carry over from PY 2020-21 if any: ____ (in active WEX)
5. Location(s) to be served:
6. Are there any restrictions on the participants that your organization can accommodate or any special populations with which you have particular expertise? Please describe.
7. Describe the number and scope of your network of host employers, including representation of local Industry Clusters.
8. Describe the extent to which your network of employers are able to accommodate participants with disabilities and/or limited transportation (e.g. bicycle or bus).
9. Describe how your program adapted during 2020-21 to meet the needs of your WIOA youth work experience participants during the COVID-19 pandemic.
10. Describe how your organization will operate this program if the COVID-19 pandemic continues.
11. Describe any other challenges this program experienced/is experiencing during PY 2020-21 and any improvements or changes planned for PY 2021-22.
12. Describe how your organization complies with the provisions of California's Healthy Family, Healthy Workplace Act of 2014 ("Sick Leave Law"), including how you track accrued sick leave and report accrued sick leave to participants. Please explain how participants are made aware of their rights under this law.

Section V-B: WEX-Only Services for OSY. Application

13. Describe specifically how your organization complies with the employer mandate under the Affordable Care Act, and how participants are made aware of their rights and options under this law.
14. Describe specifically how your organization complies or plans to comply with SB 1343 (Sexual Harassment Training requirement) with respect to participants placed in work experience.

COMPLETE THIS BUDGET WORKSHEET FOR EACH PROGRAM PROPOSED, ITEMIZING SPECIFIC COSTS PROPOSED FOR EACH CATEGORY LISTED

Work Experience for EPIC Program Budget

Organization Name:		
Program Name:		
Funding requested for this Program:		
Planned Carryover Participants:	Planned New Participants:	Total:
Cost per Participant (Funding / Total Participants):		

		Cost Category	Current 2020-21	Proposed for 2021-22
01	a.	Staff Salaries and Fringe Benefits – Work Experience Related		
01	b.	Staff Salaries and Fringe Benefits – Not Related to Work Experience		
02	a.	Participant Wages and Fringe Benefits		
02	b.	Incentives – Work Experience Related Only		
03		Facility Expense Cost of renting or leasing offices, storage rooms, facilities, classrooms, etc. Use allowance or depreciation for space is charged here. Include any building utilities (telephones, electricity, water, trash collection, alarm/security systems, Internet, etc.) not included in rental agreement.		

Section V-B: WEX-Only Services for OSY. Application

04		Supplies & Equipment under \$5000 Cost of supplies necessary for the operation of the program– Includes participant testing supplies and all equipment under \$5,000. Lease or rental of equipment. Use allowance or depreciation. Repair and/or maintenance costs of all items purchased or leased. The cost of maintenance agreements as well as janitorial services.		
05		Supplies & Equipment \$5000 and over Cost of equipment and supplies (including tax and freight charges) necessary for the operation of the program – based on cost per item. Subgrant agreements require approval from ETR prior to incurring expenses for equipment \$5,000 and over.		
06	a.	Travel & Training Expense – Except Incentives Costs for staff travel necessary for normal program operations. Agency costs associated with travel for participants. Staff training costs, as well as participant training/tuition costs are to be charged under this line item.		
06	b.	Incentives Not Related to Work Experience		
07		INSURANCE/BONDING/PROFESSIONAL AND SPECIAL SERVICES:		
	a)	Cost of insurance & bonding, including all liability, but excluding worker's compensation.		
	b)	Outreach and recruiting costs other than Staff Salaries/Fringe. Include advertising costs here.		
	c)	Professional Services, non-salaried, e.g., consultants.		
08		Employer Reimbursement and Income Employer reimbursements under On-the-Job Training and income control for programs producing revenue.		

Section V-B: WEX-Only Services for OSY. Application

09		Supportive Services Payments used to aid or assist participants while attending the program in accordance with ETR's Youth Supportive Service Policy.		
10		Indirects if applicable* (Your approved indirect rate applied to allowable base, for budgeting purposes. Actual indirects should be billed monthly and calculated against the monthly total of other line items.) If you intend to charge for all services on a direct basis, enter zero.		
		TOTAL REQUESTED		

*Indirect Cost Rate - If your Agency has an Indirect Cost Rate, complete the following:
Approved Indirect Cost Rate:
Cognizant Agency:

Budget transfers must be approved before charging any expense to a category not listed in a contract budget. The subgrant agreement requires obtaining approval from ETR prior to incurring the following expenses: equipment & supplies over \$5,000, lease-to-own agreements, consultants, and any line item not included in the original contract budget. **Competitive quotes or sole source justification must be obtained for all purchases of \$10,000 or more.**

If any elements of service are to be subcontracted by your agency to another agency and paid for with WIOA funding, please describe these proposed arrangements and submit a copy of the proposed agreement for approval during the contract negotiation process with ETR.