

**EMPLOYERS'  
TRAINING  
COUNTY TRAINING  
RESOURCE**

*A proud partner of America's Job Center*

**Workforce Innovation and Opportunity Act Program**

**Year 2023-2024**

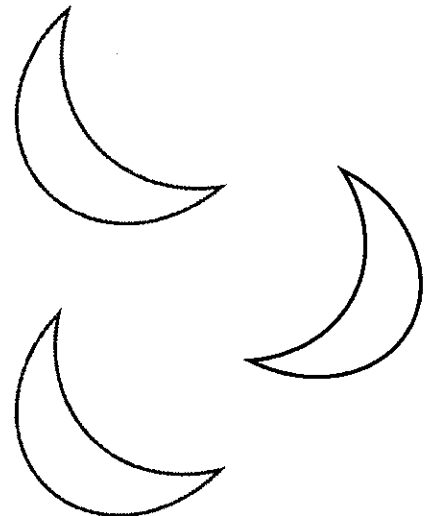
# Request for Proposals

**For Kern County Workforce Innovation and Opportunity Act  
Adult, Dislocated Worker and Combined Programs**

Issue Date: March 9, 2023

Deadline for Receipts: April 12, 2023  
3:00 p.m. Pacific Daylight Time

Employers' Training Resource  
America's Job Center of California (AJCC)  
1600 E. Belle Terrace  
Bakersfield, CA 93307  
661-336-6846  
[www.etronline.com](http://www.etronline.com)



**EMPLOYERS' TRAINING RESOURCE**  
**A Workforce Development Area under the County of Kern**  
**Request for Proposals to Provide Programs and/or Services for**  
**Workforce Innovation and Opportunity Act Adults, Dislocated Workers and Other Job Seekers**

**SUMMARY**

Employers' Training Resource (ETR) is seeking qualified providers of Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker, and Other Job Seekers programs and/or services for Program Year (PY) 2023-2024 (July 1, 2023 through June 30, 2024) for the County of Kern in California. ETR is the grant recipient and administrative entity for the Kern, Inyo and Mono Counties Workforce Development Area (WDA). This Request for Proposals (RFP) is for Kern County only and is targeted to certain programs and/or services for WIOA eligible Adults and Dislocated Workers; however, clients eligible under other funding sources may also be served. It is **not** for the solicitation of programs and services for Youth only, Farmworkers only, Individual Training Accounts (ITAs) or classroom training providers.

**Services Allowable under the RFP are:**

- One Provider of Career Services for the Delano America's Job Center of California (AJCC)
- Up to Two Providers of Subsidized Adult Work Experience (WEX) Programs for up to 40 total participants to serve Bakersfield (25 slots) and Delano/Northern Kern County and surrounding areas (15 slots).

**Request for Refunding**

Programs and/or services funded under the RFP may be eligible for subsequent refunding through a Request for Refunding (RFR) process for up to three additional years, upon approval of the local Workforce Development Board (WDB).

**Proposal Due Date and Submission Requirements**

One completed proposal with original signature(s) and five copies, plus one (1) electronic copy on a flash drive, must be received **by 3:00 p.m. on April 12, 2023**. Proposals may be mailed or hand-delivered to:

Employers' Training Resource  
Attn: Anne Meert, Administration  
1600 E. Belle Terrace  
Bakersfield, CA 93307

Postmark date will not constitute timely delivery. Responses received after the above date/time **will not** be considered. Applicants are solely responsible for ensuring timely receipt of their proposals. Envelopes containing the proposals are to be marked: **PROPOSAL: "Workforce Innovation and Opportunity Act Proposal for PY 2023-2024"**

The RFP may be accessed at [www.etronline.com](http://www.etronline.com), picked up at 1600 E. Belle Terrace, Bakersfield, CA 93307 between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, or provided to applicant by calling (661) 336-6846.

## Available Funding

The WDA's Adult and Dislocated Worker allocations for PY 2023-2024 are not yet known; however, funding available and limits for targeted programs and services are provided in the RFP.

## Important Dates

The following dates are set forth for information and planning purposes only. These dates may be changed upon notice to prospective applicants.

RFP Issuance Date	<b>March 9, 2023</b>
Pre-Proposal Meeting, Employers' Training Resource, AJCC, 1600 E. Belle Terrace, Bakersfield, CA 93307, 2 <sup>nd</sup> Floor Large Conference Room [Note: Attendance is Optional] Applicants may participate via teleconference: Dial-in: 1-800-867-2581 Access Code: 7696907	<b>March 20, 2023 at 1:30 p.m.</b>
Proposal Submission Deadline	<b>April 12, 2023 at 3:00 p.m.</b>
Notification of Results	<b>May 3, 2023 – Tentative</b>
Workforce Development Board's Program and Business Services Committee Meeting at Employers' Training Resource, AJCC, 1600 E. Belle Terrace, Bakersfield, CA 93307, 2 <sup>nd</sup> Floor Large Conference Room	<b>May 11, 2023 at 8:00 a.m.</b>
Workforce Development Board Meeting at Oildale Affiliate AJCC, 1215 Olive Drive, Suite C, Bakersfield, CA 93308	<b>May 31, 2023 at 7:00 a.m.</b>
Appeal Deadline	<b>June 7, 2023</b>
Contract Start Date	<b>July 1, 2023</b>

## RFP Contact

RFP contact person for questions about the proposal process or technical issues:

Anne Meert, Senior Workforce Development Analyst  
Employers' Training Resource  
1600 East Belle Terrace  
Bakersfield, CA 93307  
Telephone (661) 336-6846

## Addenda to the Request for Proposals

At the discretion of ETR, if it becomes necessary to revise any part of this RFP, an addendum will be provided to all known recipients of this RFP and posted to the ETR website. Any clarification will become an addendum to this RFP.

Respondents are responsible for checking the website, <http://www.etronline.com>, frequently to remain informed about the procurement process and other information that may affect this RFP (e.g., WIOA regulations, changes to performance measures, revisions to this timeline, etc.).

## Right to Cancel

ETR reserves the right to cancel all or any part of this RFP at any time without prior notice and reserves the right to modify the RFP process and timeline as is deemed necessary.

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## **SECTION I: GENERAL INFORMATION**

### **A. Introduction**

Employers' Training Resource (ETR), located at 1600 East Belle Terrace in Bakersfield, California, is the administrative entity and fiscal agent for the Kern, Inyo and Mono Counties Workforce Development Area (WDA). ETR is requesting proposals from qualified entities interested in operating certain programs and/or services for Adults, Dislocated Workers, and other job seekers in Kern County, California. These programs and services must fulfill the purposes of the Workforce Innovation and Opportunity Act (WIOA) and the local Workforce Development Area's Four-Year Plan (2021-2024). All programs must be responsive to local-labor market demands, dedicated to improving the quality of the workforce and assisting individuals in their goal to obtain self-sufficiency through employment.

The WIOA superseded the Workforce Investment Act of 1998 (WIA) and retained and amended the Adult Education and Family Literacy Act of 1998, the Wagner-Peyser Act of 1933, and the Rehabilitation Act of 1973. The goal of WIOA is to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. WIOA final rules were published on August 19, 2016; however, program requirements may be changed periodically to ensure WIOA compliance.

### **B. Request for Proposals Overview**

For programs and services selected and funded under this Request for Proposals (RFP), the award will be for Program Year 2023-2024 (July 1, 2023 through June 30, 2024). Upon approval of the Workforce Development Board (WDB), funded programs may be eligible for refunding for up to three subsequent program years before another full RFP is issued.

ETR reserves the right to issue subsequent RFPs to fill gaps in services, to ensure compliance with WIOA's regulations, and to meet the needs of the America's Job Center of California (AJCC) system.

### **C. Programs and Services Requested Under this RFP**

This RFP is targeted for the following programs and services:

- 1. To select One WIOA Provider of Career Services for the Delano America's Job Center of California (AJCC) for funding up to \$350,000 for Career Services operations and up to \$340,000 for On-the-Job Training (OJTs) contracts (operations and employer reimbursements).**

The provider will administer and operate the full array of career services required under WIOA, including administering On-the-Job Training (OJT) contracts, through the AJCC in Delano, California, which is currently located at 701 Main Street, Suite 5. These services are intended to serve job seekers, job applicants, eligible participants, and employers primarily in northern Kern County including the communities of Delano, McFarland, Shafter, Wasco, and their surrounding areas. The provider selected may also be required to provide other services through special grant funding if such funding becomes available. (Refer to Section III, pages 49-57.)

2. **To select up to Two Providers to Operate and Administer Subsidized Adult Work Experience (WEX) Programs for up to 40 total participants. Up to 25 slots are targeted to Bakersfield and up to 15 slots are targeted to Delano/Northern Kern County and surrounding areas. Maximum funding available for WEX is \$500,000.**

The providers will offer stand-alone limited (maximum 320 hours per participant at California's minimum wage which is currently \$15.50/hour) Adult work experience with public, private or non-profit employers which align with training programs and client skills. Providers will be the employer of record with all necessary insurances, administer worksite agreements, provide payroll services, monitor client activities, and perform any other required functions. (Refer to Section III, pages 58-64.) Up to 40 work experience slots will be funded with up to 25 slots in Bakersfield (maximum award \$340,000) and up to 15 slots in Delano/Northern Kern County (maximum award \$160,000). It is allowable for one agency to apply to serve both areas.

#### **D. Required Financial Statements**

Applicants **MUST** provide a complete copy of their most recent audited financial statements with their proposal and, if applicable, the accompanying auditor's report in compliance with the Office of Management and Budget (OMB) Circular A-133 for fiscal years beginning before December 26, 2014 or OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter 1, Chapter II Part 200 et al for audits of fiscal years beginning on or after December 26, 2014. 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.

Applicants are encouraged to share this information with the appropriate fiscal staff to ensure that the audit report submission is correct and complete. New agencies which have not yet had an audit are permitted to submit current financial statements. **Proposals that do not contain a complete audit report or financial statement submission will be considered incomplete.**

## **E. Threshold Documents**

Section II (page 34) – Threshold Documents contains standard information that will be required of all applicants. This portion must be submitted with every proposal, but need only be submitted once if applications for more than one program or service is submitted. **An application not meeting the requirements of each threshold document may not receive any further review.** Threshold documents must have original signatures.

## **F. Deadline for Submission of Proposals**

In order to be considered for funding, the applicant shall submit one completed proposal with original signature(s) and five copies, plus one electronic copy on a flash drive. The flash drive (virus free) copy must be in a standard Microsoft Windows (Word, Excel, PDF, etc.) compatible format, readable by ETR. Applicant agrees to be fully responsible for any damage caused by any materials submitted to ETR.

Proposals must be received at:

**Employers' Training Resource  
Attn: Anne Meert, Administration  
1600 E. Belle Terrace  
Bakersfield, CA 93307**

If hand-delivered, submit to the **second floor, east wing, Administrative Office.**

**Proposals whether mailed or hand submitted must be received by 3:00 p.m. Pacific Daylight Time (PDT) on Wednesday, April 12, 2023.** Envelopes containing the proposals are to be marked:

**PROPOSAL: "Workforce Innovation and Opportunity Act Proposal for PY 2023-2024"**

All proposals submitted will be date and time stamped. Timely submission of proposals is the sole responsibility of the applicant. Late proposals will not be considered for grant award. ETR reserves the right to determine the timeliness of all proposal submissions.

## **G. Pre-Proposal Meeting**

A pre-proposal meeting is scheduled for **Monday, March 20, 2023 at 1:30 p.m. PDT** at Employers' Training Resource, 1600 E. Belle Terrace, Bakersfield, CA 93307, in the second floor, east wing, large conference room. Note that attendance is optional.

**\*\*Applicants may participate via teleconference. Dial in: 1-800-867-2581 Access Code: 7696907**

At this session, ETR staff will review the RFP and respond to questions regarding the requirements of the RFP. While prospective applicants are encouraged to attend, attendance is not required.

Staff may not provide assistance regarding an applicant's individual program design. Answers to applicant's questions will be posted on the ETR website (<http://www.etronline.com>) by **March 23, 2023**.

## **H. Eligible Agencies**

Applicants must be eligible to operate programs under the WIOA and comply with subgrantee requirements for the State of California and the County of Kern. Refer to the resource listing provided in Attachment I-B.

## **I. Responsibilities of Contracting Agencies**

- Contracting with ETR and complying with all terms and conditions of agreements for the delivery of services;
- Cooperating with ETR and the local Workforce Development Board (WDB) in the development and implementation of the local workforce development system;
- Cooperating with other funded service providers;
- Ensuring that the services provided are readily accessible to the individuals to be served;
- Ensuring that the program is fully staffed with qualified, credentialed (if applicable) individuals;
- Administering all funds paid to the program;
- Collaborating with agencies identified in the proposal and those mandated by WIOA, ETR and/or the State, including (as applicable):
  - AJCC partners, one-stop centers, and systems;
  - Local education agencies;
  - Social service agencies, public housing agencies, Probation Department, CalWORKs, foster care, and other related programs;
  - Business/Industry;
  - Labor organizations; and
  - Local One-Stop Operator(s);
- Reviewing and submitting all requested reports and claims to ETR in a timely manner;
- Providing services to individuals eligible for participation in the program;
- Coordinating with partners in program design, implementation, and capacity; and
- Meeting all other terms and conditions set forth in agreements.

## **J. Funding Requests and Performance Measures**

### Funding Requests

The WDB and ETR will determine funding amounts based upon the score and rank of proposals within each category of service and on the availability of funds.



**Funding levels for requested programs are contingent upon the final WIOA allocation received from the United States Department of Labor (DOL) and State of California.**

Performance Measures

The five (5) WIOA Performance Measures are the Employment Rate Second Quarter After Exit, Employment Rate Fourth Quarter After Exit, Median Earnings Second Quarter After Exit, Credential Attainment within Four Quarters After Exit, and Measurable Skills Gains. The same measures are used for the National Farmworker Jobs Program (NFJP). Since clients may be co-enrolled in the program, goals for the NFJP are provided for your information.

Below are the Program Year 2022-2023 Negotiated Performance Goals for ETR (Kern, Inyo, and Mono Counties WDA) for the Adult, Dislocated Worker and Farmworker funding streams. For the purposes of this RFP, we will be using these levels in evaluating the proposed programs for Program Year 2022-2023. **Therefore, if the applicant's planned goals are lower than the WIOA goals, the applicant must provide an explanation in its proposal.**

WIOA Performance Measures	Adults (201)	Dislocated Workers (501)	National Farmworker (167)
Employment Rate 2 <sup>nd</sup> Quarter After Exit	73.0%	71.0%	69.75%
Employment Rate 4 <sup>th</sup> Quarter After Exit	68.0%	70.0%	65.73%
Median Earnings 2 <sup>nd</sup> Quarter After Exit	\$7,800	\$7,800	\$4,901.48
Credential Attainment within 4 Quarters After Exit	73.0%	71.1%	52.90%
Measurable Skills Gain	79.0%	75.0%	58.27%

**K. Selection of Service Providers**

A primary consideration in selecting agencies to deliver programs and/or services will be an evaluation of the applicants' ability to provide the programs and/or services proposed. Funds provided under WIOA shall not be used to duplicate services otherwise available from other funding sources. Recognizing the limitations of WIOA resources, applicants should develop a system-wide approach that maximizes the available resources and leverages those resources to braid with other services through the AJCCs to meet the unique needs of the target populations.

**L. Proposal Review and Rating Process**

The proposal review process will include the following activities to ensure that the procurement system meets required standards:

1. All proposals will be reviewed for compliance with the WIOA, the implementing federal regulations, state policy, the local Four-Year Plan, and compliance with the specifications of this RFP.

2. Awards will be made to agencies with the demonstrated ability to perform successfully under the terms and conditions of a subgrant or contract.
3. Applicants may be asked to answer specific questions concerning their proposals. General presentations will not be permitted.
4. All proposals will be reviewed, scored, and ranked. The selection of proposals for contract award is to be made through a two-phase process.
  - Phase I: Readers will initially evaluate each proposal for compliance with the RFP threshold and Audit specifications described in Section II (page 34); and
  - Phase II: Proposals passing the compliance review will then be evaluated on the applicants' ability to meet required elements of this RFP. Proposals will be scored on a percentage scale and must receive a competitive rating to be considered for funding. ETR reserves the right to utilize other objective criteria in judging the merit of proposals and need for services.

Funding recommendations will be presented for consideration to the Kern, Inyo and Mono Counties WDB and to the Kern County Board of Supervisors for final approval. ETR staff shall negotiate the terms and conditions of the contracts prior to final funding approval. These discussions will clarify such items as budget, program design, service levels, service by geographic locations and/or target populations, and miscellaneous provisions.

### M. Evaluation Factors

Proposals will be scored and ranked based on the criteria set forth in this RFP. The scoring value of each section of the RFP is as follows:

Criteria	Maximum Points
Program Design and Planned Approach	25
Capabilities and Demonstrated Ability	45
Performance Goals and Outcomes	20
Budget Summary and Budget Justification	10
Threshold Documents	Pass/Fail
Financial Audit	Pass/Fail
<b>TOTAL MAXIMUM POINTS</b>	<b>100</b>

### N. Appeals Process

When a proposal is not recommended for funding during the review process, if the applicant can show that the proposal did not receive due consideration or that other irregularities existed, then that agency may appeal the recommendation to the WDB.

The appeal must be submitted to the WDB within five working days of the funding notification (normally at the WDB meeting). Appeals received after the established timeframe will not be accepted. The decision made by the WDB Executive Committee will be final.

### **O. Contract Term**

The initial contract period for programs and services funded under the RFP is July 1, 2023 through June 30, 2024.

Funding may be negotiated for additional periods through Program Year 2026 contingent upon meeting performance, compliance, and reporting requirements; compliance with WIOA regulations; continued local need for the program(s); and approval of a refunding process by the WDB. ETR reserves the right to modify the scope of the program to any extent necessary to ensure compliance with local, state or federal guidelines.

### **P. General Proposal Conditions**

Formats in which proposals are to be submitted are included separately in this package. Proposals that do not conform to these formats may not be accepted by ETR.

Duplicate program activities from an agency will not be considered. The applicant understands that by submission of a proposal, all specifications required in the RFP and described in the proposal may become part of a contract for provision of services should a contract be awarded.

Applicants must be willing to function as part of the local one-stop AJCC delivery system and to agree to all program linkages, referral processes, and data collection and reporting methods necessary to such a system.

Proposals submitted in response to this RFP are not legally binding; however, contracts based on the proposals become legally binding after all parties have signed them. All proposals submitted become the exclusive property of ETR. Proposals shall be considered public information and may be shared after awards are finalized unless otherwise specified in the proposal.

### **Q. Oversight Requirements**

ETR will conduct a financial monitoring review and program review of all contracts at least once a year. Service Providers must agree that all records related to ETR-contracted programs will be made available to ETR and other oversight agencies for monitoring purposes.

ETR requires that all service providers comply with audit requirements under the Federal Uniform Guidance, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and the DOL's exceptions to the Uniform Guidance at 2 CFR Subtitle B Chapter XXIX – Department of Labor.

If awarded a contract, Agency agrees that all program, applicant, participant, personnel, and financial records will be available to Kern County for audit and monitoring purposes, and such records will be available for a period of three (3) years.

Reimbursement for Chief Executive Officer's (or other such title) of non-profit agencies shall be 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 and must be based on the lower of actual total compensation or the compensation limit set forth in GuideStar.

Effective June 15, 2006, all programs funded through the DOL's Employment and Training Administration must comply with Training and Employment Guidance Letter (TEGL) No. 5-06 which applies to agencies receiving funds from Kern County. 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 \$212,100 for Calendar Year 2023 and may increase in successive calendar years. Any agreement funded through this RFP will span Calendar Year 2024 also. The effective rate at any given time is posted at [www.opm.gov](http://www.opm.gov).

## **R. Negotiations Process**

ETR reserves the right to:

- Fund all or portions of a proposal and/or require that one applicant collaborate with another for the provision of specific services, either prior to execution of an agreement or at any point during the agreement;
- Use sources of funds other than WIOA to fund all or portions of an awarded program; and
- Require all collaborators identified in the proposal to become co-signatories to any contract with ETR.

## **S. Costs Incurred by Applicants**

All costs of proposal preparation shall be borne by the applicant. ETR shall not, in any event, be liable for any pre-contractual expenses incurred by applicant in the preparation and/or submission of the proposals. Proposals shall not include any such expenses as part of the proposed budget.

## **T. Accuracy and Completeness**

The proposal must set forth accurate and complete information as required in this RFP. Unclear, incomplete, and/or inaccurate documentation or falsification of any information may result in disqualification from the contract award.

## **U. Withdrawal of Proposals**

Proposals may be withdrawn by written request of the authorized signatory on the applicant's letterhead at any time prior to the scheduled deadline for receipt of proposals.

## **V. General Reservations**

1. Proposals shall be reviewed and rated as submitted. The applicant may not make changes or additions after the deadline for receipt of proposals.
2. ETR reserves the right to extend the submission deadline, if such action is in the best interest of ETR. In the event the deadline is extended, applicants have the right to revise their applications.
3. ETR makes no representation that any contract will be awarded to any applicant responding to this RFP.
4. ETR reserves the right to request additional information or documentation.
5. ETR reserves the right to verify all information in the proposal.
6. ETR reserves the right to reject any or all proposals when they are not responsive to the specifications of this RFP.
7. If approved for funding, contracts may be negotiated and may contain additional terms or terms different from those set forth in this RFP.
8. Funding levels for requested programs are contingent upon the final allocation received from the United States Department of Labor (DOL) and State of California. If funding is reduced after awarded, ETR reserves the right to renegotiate subgrants funded through this RFP process.
9. Funded service providers shall be subject to all applicable federal, state, and local regulations and guidelines pursuant to WIOA.

## **W. Standing of Applicant**

Regardless of the merits of a proposal submitted, an applicant may not be recommended for funding if it has a history of contract non-compliance with ETR or any other funding source, poor past or current contract performance with ETR or any other funding source, or current disputed or disallowed costs with ETR or any other funding source.

## **X. Failed Competition**

ETR reserves the right to reject any or all proposals that are not responsive to the specifications of this RFP. If a competition has been declared failed, ETR then has the option to re-compete the procurement or procure through another process.

## **ATTACHMENT I-A: CONTRACT POLICIES AND CONDITIONS**

Applicants (Agency) whose program(s) and/or services are selected for funding will engage in contract negotiations with Employers' Training Resource (ETR) staff. In order for contracts to be executed, certain requirements must be met by the Agency which include:

1. The contract resulting from this RFP will be a reimbursement contract, and a sample agreement is provided on pages 15-33. The Agency will be responsible for all expenses and will be reimbursed after billing ETR with an Operator's Expense Report. The Agency must have adequate resources to cover these costs.
2. The Agency shall accept persons into its program who have been referred by ETR's Client Services Division (or designee), and who meet program eligibility and additional entrance qualifications. The Agency may recruit eligible qualified participants to meet contractual objectives. ETR (or designee) will determine eligibility for all enrollees, as well as the appropriateness of the training for the applicant with input from the Agency. The Agency acknowledges that determination of the appropriate training for a participant must maximize consumer choice.
3. The Agency will have 15 days to return the final signed contract. If this is not possible, the Agency must provide their assigned ETR analyst with the date this will be accomplished.
4. The Agency must be able to commence operation of the program within 30 days of the date the final contract is signed. If the Agency is non-responsive or does not meet the time requirement proposed, funding may be withdrawn.
5. The Agency must have current fiscal and compliance audits as required by law, and must have provided them to ETR for review. If findings have been identified, corrections must be made or an action plan must be approved by ETR prior to funding. For new service providers, a pre-award survey may be conducted prior to funding.
6. The Agency is required to be an Equal Opportunity (EO) employer. If selected for funding, the Agency must, per EDD Workforce Services Directive (WSD) 17-01, "designate an individual who will be responsible for the developing and publishing of complaint procedures and the processing of complaints as required by 29 CFR Section 38.72 through 38.75." The Agency may be required to submit their EO Plan for review to ETR. Agencies without an approved plan may adopt ETR's EO plan.
7. The Agency is required to provide documentation of required commercial general liability insurance coverage (general aggregate \$2,000,000); automobile liability insurance, if applicable (generally \$1,000,000); workers' compensation coverage for paid positions and, if applicable, subsidized work experience participants; professional liability (errors and omissions, if appropriate); and fidelity bond coverage.

Commercial general liability, automobile liability, and workers' compensation policies must be with insurers listed in the current "Best's Key Rating Guide" publication with a rating of no less than A-, VII or comparable rating as approved by ETR. The Agency must obtain and submit all required certificates and endorsements to the County's authorized insurance representative before any work is performed under the contract agreement. If self-insured or a member of a self-insurance pool, the County of Kern must approve that coverage is equivalent to the above-required coverages.

9. The Agency shall use its best efforts to meet the planned participant objectives and program goals. ETR reserves the right to review performance relative to contracted goals, and if the Agency is deemed to be non-compliant, then ETR may rescind or withhold funding from the Agency.
10. The Agency will be reimbursed for actual and necessary costs incurred while operating the program(s) providing the Agency can justify that costs charged are reasonable and necessary.
11. The Agency must receive prior written approval from ETR before entering into any equipment leases, property leases or subcontracts; or the purchase of equipment (including sets of items, i.e. computers for a computer lab) with an acquisition cost of five thousand dollars (\$5,000) or more if any of the cost will be a direct charge to grant funds paid to the Agency in accordance with an entered agreement with ETR. Any such acquisitions purchased with WIOA funds requires prior written approval from ETR and possibly the State or the Department of Labor prior to purchase. Failure to receive prior approval for these expenses may result in disallowed costs.
12. The Agency's personnel policies shall be available in written form upon request. The Agency shall maintain written detailed job descriptions, which shall include the required credentials, diploma/degree, and years of experience required for each staff position funded under this subgrant to assist in substantiating claims for payment of staff salaries.
13. Payment to the Agency shall be made only upon the Agency performing its duties to ETR's satisfaction and upon the Agency submitting a properly documented claim. Such claim shall be submitted to ETR's finance department by the tenth day of the following month.
14. The Agency will allow its fiscal and program records to be monitored or audited by ETR staff or designee, the WDB, County of Kern, State of California, and/or U.S. Department of Labor.
15. The Agency certifies that, under ETR's reimbursement contract policy, costs charged under the agreement are reasonable and necessary with respect to the cost of providing services/training, and at no time will payments to the Agency exceed the actual costs of the program.

16. The Agency shall utilize established coordination procedures and contractual safeguards to ensure that WIOA funds are used in addition to funds otherwise available in the area. The Agency shall inform ETR of any public or private funds including, but not limited to, Average Daily Attendance (ADA), Full Time Equivalency (FTE), CalWORKs, etc., received by the agency in support of programs funded under the subgrant. Use of such funds will be considered in negotiating budgets.
17. To avoid the possibility of duplication of federal funds, the Agency shall clearly identify available WIOA, CalWORKs, Pell Grants or other supplemental funds, and inform ETR of the amounts and disposition of those funds. The participant awarded a Pell Grant shall be party to an agreement with ETR and the Agency which indicates the portion of the grant to be applied to the cost of tuition, fees, and books. The Agency will not require participants to apply for a loan or incur personal debt. The Agency shall provide written documentation of the source of any other such funds used for WIOA participants during training to ETR to be utilized as leverage.
18. The Agency shall inform ETR of any public funds received by the Agency or the participant. Offsets received by the Agency in excess of the total amount reimbursed by ETR shall be returned to ETR upon demand. ETR shall not be liable for increased costs if the participant enrolled in the Agency's program fails to qualify for public funds. The Agency cannot terminate participants already enrolled in the Agency's program due to the participant's failure to qualify for the public funding source.
19. All placements shall be reported to ETR or its designee on the appropriate forms within five working days after placement.
20. A participant with prior experience and/or training in an occupation equivalent to the training the Agency intends to provide to the participant shall not receive priority for services without prior approval from ETR.
21. Information concerning participants is confidential. Confidential information, i.e. Personally Identifiable Information (PII), is not available to the public, and the Agency must protect it from loss, unauthorized use, access, disclosure, modification, and destruction. The Agency shall not communicate confidential information or PII to any third party without the express consent of ETR. Information in electronic format must be maintained in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal, or other means.
22. An authorized official of the Agency must sign the proposal. The Agency is required to submit resolutions or other corporate actions by its Board of Directors or other governing body, designating the person(s) authorized to obligate the Agency and to execute contract documents, sign checks for the disbursement of funds received from ETR, and to sign requisitions for advances and/or reimbursements (monthly invoices).



23. The Agency ensures by signing the contract that the negotiated price or services provided in a contract cannot be changed without ETR approval and a modification to the contract. All requests for modification must be submitted to ETR with written justification.
24. No funds provided under WIOA shall be used to induce the relocation of an establishment, or part thereof, that results in loss of employment for any employee of such establishment at the original location, until 120 days after the date on which such establishment commences operations at the new location.
25. All participants enrolled in wage-paid activities will be paid wages which shall not be less than the minimum wage under the applicable State or local minimum wage law.
26. A participant in a program or activity authorized under Title I of WIOA must not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed unsubsidized employee. A program or activity authorized under Title I of WIOA must not impair an existing contract for services or collective bargaining agreement. A participant in a program or activity funded under WIOA may not be employed in or assigned to a job if: (A) Any other individual is on layoff from the same or any substantially equivalent job; (B) The employer has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy so created with WIOA participants; or (C) The position opening disrupts the promotional line of succession of currently employed workers.

## **ATTACHMENT I-B: APPLICABLE RESOURCES**

Below is a list of websites with applicable resources available for reference purposes. For more information about a particular topic or agency, please access the websites provided.

Workforce Innovation and Opportunity Act (WIOA) – [www.doleta.gov/wioa](http://www.doleta.gov/wioa)

State of California Employment Development Department (EDD) – [www.edd.ca.gov](http://www.edd.ca.gov)

County of Kern – [www.kerncounty.com](http://www.kerncounty.com)

Eligible Training Provider List (ETPL) – [www.caljobs.ca.gov](http://www.caljobs.ca.gov) under “Job Seekers, Education Services”

Employers’ Training Resource (ETR) – [www.etronline.com](http://www.etronline.com)

2021-2024 Workforce Development Board of Kern, Inyo and Mono Counties Local Plan  
<https://www.americasjobcenterofkern.com/artman2/uploads/1/Fully-executed-Local-Plan-2021-2024.pdf>

## ATTACHMENT I-C: SAMPLE AGREEMENT

### SUBGRANT AGREEMENT UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT (COUNTY – «Agen\_A2»)

THIS AGREEMENT, entered into as of \_\_\_\_\_, is by and between the COUNTY OF KERN, a political subdivision of the State of California ("COUNTY") and «Agen\_A2», «DescripTaxID\_B2», with its principal place of business located at «Address\_C2» ("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. «A\_descrip\_D2» of AGENCY's «Prog\_E2» and services which shall be provided by AGENCY pursuant to this Agreement «Is\_F2» attached hereto as «ExhibitA\_G2» 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 «ExhibitB\_H2», which «Is\_I2» 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 «ExhibitC\_J2», which «Is\_K2» 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 «ExhibitC\_J2». Payments of funds to AGENCY by COUNTY for the items set forth in «ExhibitC\_J2» 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 «ExhibitC\_J2» 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 «ContractAmt\_L2».
  - 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, 2023. COUNTY, in its sole discretion, may honor adjustments to claims after «ClaimsFiled\_M2».
  - 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 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/](http://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.

- h. 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:  
Title:  
Address:  
Telephone:  
Fax No.:  
Email:

9. Term.

- a. This Agreement shall be in effect from July 1, 2022 through June 30, 2023 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. This Agreement may be terminated in whole or in part as follows:
  - 1) By the COUNTY if AGENCY fails to comply with the terms and conditions of the Agreement;
  - 2) By the COUNTY, to the greatest extent authorized by law, if the Agreement no longer effectuates the program goals or COUNTY priorities;
  - 3) By the COUNTY with the consent of the AGENCY, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

- 4) By the AGENCY upon sending to the 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 in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, the COUNTY may terminate the award in its entirety.
- b. 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.
- c. 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, 5<sup>th</sup> Floor  
Bakersfield, CA 93301

or directed to AGENCY, addressed as follows:

«AgenAddress\_W2»  
«AgenStreet\_X2»  
«AgenCity\_Y2»

Contact Person(s):  
«ConPerson\_Z2»  
«ContPhone\_AA2»  
«ContEmail\_AB2»

#### 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»

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Teresa Hitchcock  
Assistant County Administrative Officer  
Employers' Training Resource

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«PersonSign\_AC2»

“COUNTY”

“AGENCY”

APPROVED AS TO FORM  
Office of County Counsel

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Deputy

2022-23 WIOA

SAMPLE

## ATTACHMENT I-D: FORMAT AND DOCUMENT ORDER

The following chart lists the order of documents that must be included in the proposal package. This may also be used as a checklist to help ensure submission of a complete proposal package. **Please submit one set of Threshold Documents with original signatures in the original proposal. Five additional complete copies of your proposal must also be submitted plus one (1) electronic copy on a flash drive.**

<b>1. THRESHOLD DOCUMENTS</b>		
Organizations need only complete <u>one set</u> of Threshold Documents.		
Organizational Summary/Signature Page	Attachment A	<input type="checkbox"/>
Certification of Proposal Content By Authorized Representative	Attachment B	<input type="checkbox"/>
Nondebarment Certification	Attachment C	<input type="checkbox"/>
Certification Regarding Lobbying	Attachment D	<input type="checkbox"/>
Drug-Free Workplace Certification	Attachment E	<input type="checkbox"/>
Child Support Compliance Act Certification	Attachment F	<input type="checkbox"/>
Disallowed Costs Statement	Attachment G	<input type="checkbox"/>
Certificate of Good Standing	Attachment H	<input type="checkbox"/>
Certificate of Compliance – Supply Documentation and Commence Operations	Attachment I	<input type="checkbox"/>
Certificate of Compliance – Prohibition on Certain Telecommunications	Attachment J	<input type="checkbox"/>
<b>2. FINANCIAL STATEMENTS (Required to be submitted)</b>		
Financial Statements (See Section I, page 2 for more information)		<input type="checkbox"/>
<b>3. PROPOSAL NARRATIVE</b> (Limited to 10 pages, not including budget and justification)		
The Proposal will include the following:		<input type="checkbox"/>
a. Activity Summary		<input type="checkbox"/>
b. Program Design and Planned Approach		<input type="checkbox"/>
c. Capabilities and Demonstrated Ability		<input type="checkbox"/>
d. Performance Goals and Outcomes		<input type="checkbox"/>
e. Budget and Justification		<input type="checkbox"/>

## **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 A Organizational Summary/Signature Page
- Attachment B Certification of Proposal Content by Authorized Representative
- Attachment C Nondebarment Certification and Instructions\*\*
- Attachment D Certification Regarding Lobbying
- Attachment E Drug-Free Workplace Certification
- Attachment F Child Support Compliance Act Certification
- Attachment G Disallowed Costs Statement
- Attachment H Certificate of Good Standing
- Attachment I Certificate of Compliance – Supply Documentation and Commence Operations
- Attachment 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 (page 2) and letter from cognizant agency if approved Indirect Cost rate is higher than 10%.**

\*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

## ORGANIZATIONAL SUMMARY/SIGNATURE PAGE

Name of Organization:			
Legal Name (if different):			
Mailing Address:			
City, State, Zip Code:			
Tax I.D. Number:			
DUNS Number:			
Contact Person and Title:			
Phone Number:			
Fax Number:			
E-mail Address:			
Physical Address:			
City, State, Zip Code:			
Billing Address (if different):			
City, State, Zip Code:			
Type of Organization:	<input type="checkbox"/> Public <input type="checkbox"/> CBO <input type="checkbox"/> FBO <input type="checkbox"/> Education <input type="checkbox"/> Other		
Certification:	<input type="checkbox"/> BPPE <input type="checkbox"/> WASC <input type="checkbox"/> N/A <input type="checkbox"/> Other specify:		
Are facilities accessible to the disabled or reasonable accommodations available?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Is agency free from political activity?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Is organization covered by a written grievance procedure?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Is financial aid available to students?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, list types:	Types:		
Has this organization previously contracted with ETR?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, last year of funding and amount:	<table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">Year</td> <td style="width: 40%; border: none;">Amount \$</td> </tr> </table>	Year	Amount \$
Year	Amount \$		
Does this organization contract with other Workforce Development Areas?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, provide name of other local area(s) and program(s):			

<b>Approval of Authorized Representative</b>		
Name and Title:		
Signature:		Date:



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## CERTIFICATION OF PROPOSAL CONTENT BY AUTHORIZED REPRESENTATIVE

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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 Wagener-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.

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**Organization Name**

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**Name & Title of Authorized Representative**

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**Signature**

**Date**

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## NONDEBARMENT CERTIFICATION

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

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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.

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Organization Name

Unique Entity SAM ID

(If not known, you will be required to register and provide to ETR)

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Name & Title of Authorized Representative

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Signature

Date

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## INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT

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- 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://sam.gov/search>
- 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.

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## CERTIFICATION REGARDING LOBBYING

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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.

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**Organization Name**

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**Name & Title of Authorized Representative**

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**Signature**

**Date**

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## DRUG-FREE WORKPLACE CERTIFICATION

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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.

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**Organization Name**

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**Name & Title of Authorized Representative**

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**Signature**

**Date**

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## CHILD SUPPORT COMPLIANCE ACT CERTIFICATION

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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.

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**Organization Name**

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**Name & Title of Authorized Representative**

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**Signature**

**Date**

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## DISALLOWED COSTS STATEMENT

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

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

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**Organization Name**

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**Name & Title of Authorized Representative**

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**Signature**

**Date**

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## CERTIFICATE OF GOOD STANDING

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

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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:

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- 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:

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- 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:

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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.



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**Organization Name**

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**Name & Title of Authorized Representative**

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**Signature**

**Date**



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## CERTIFICATE OF COMPLIANCE

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

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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.

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**Organization Name**

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**Name & Title of Authorized Representative**

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**Signature**

**Date**

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**CERTIFICATE OF COMPLIANCE**

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

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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.



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**Organization Name**

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**Name & Title of Authorized Representative**

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**Signature**

**Date**

## SECTION III – APPLICATION

### Narrative - General Instructions

The project narrative must be written in 11 or 12-point font and is limited to ten pages. The application is available at <http://www.etronline.com> in Microsoft Word format. **Anything beyond the ten page limit will not be considered. Threshold documents, budget and budget justification will not count towards the ten page limit.** Separate applications must be submitted for each activity.

The narrative must be organized as cited in this RFP, include the headers, and address the bulleted prompts. Deviating from the prescribed format may result in points being subtracted from the proposal evaluation score.

For currently funded programs, be aware that evaluators will have access to performance data on Employers' Training Resource's (ETR) CalJOBS system in order to verify claimed enrollments, exits, and performance. Evaluators will also have access to information on any monitoring issues, whether resolved or unresolved.

ETR reserves the right to request additional backup documentation regarding enrollments, exits, performance, and monitoring issues from applicants.

The Narrative must include the following:

- Activity Summary
- Program Narrative (limited to 10 pages), to include Performance Goals and Outcomes
- Budget and Justification

### **III-A. WIOA Provider of Career Services for the Delano AJCC Application**

#### **Requirements**

The RFP is seeking one provider of Career Services for the Delano AJCC. The provider must be familiar with WIOA legislation in order to administer and operate the full array of career services required under WIOA. These services are intended to serve job seekers, job applicants, eligible participants, and employers primarily in northern Kern County including the communities of Delano, McFarland, Shafter, Wasco, and their surrounding areas. The provider will work in collaboration with AJCC partners, community-based organizations, and other agencies to provide programs, services, and other resources to job seekers, applicants, employers, and eligible providers.

The provider will deliver programs and services that provide job seekers, job applicants, and eligible participants the opportunity to secure and retain permanent unsubsidized employment to become economically self-sufficient. Under WIOA, there are basic career services, individualized career services, training services, and follow-up services. These services can be provided in any order as there is no sequence requirement for these services. Career services under this approach provide local areas and service providers with the flexibility to target services to the needs of the customers. For more information about allowable services under WIOA see Department of Labor (DOL) Training and Employment Guidance Letter (TEGL) WIOA No. 19-16 Operating Guidance on Services for the Workforce Innovation and Opportunity Act.

The provider will work with area employers and offer On-the-Job Training (OJT) for Kern County residents through the Delano AJCC. The provider must understand the requirements of issuing an OJT agreement, monitor the agreement, ensure that work hours are documented on timesheets, and comply with all OJT policies.

The provider will be responsible for maintaining records and providing reports on AJCC traffic and services offered, enrolled participant data, types and amounts of leveraged resources, and other data collection and reporting that may be required under WIOA.

It is expected that the provider will contribute to meeting ETR's levels of performance under WIOA. See Section I-4 for more information about performance measures.

Program requirements are subject to change in order to comply with WIOA directives and guidance issued by the State of California and the DOL. The provider selected may also be required to provide other services through special grant funding if such funding becomes available.

The Delano AJCC serves numerous clients per month providing a variety of services and enrollments into WIOA Adult, Dislocated Worker, Farmworker, and Youth programs, as well as other workforce development funded programs. The provider also refers clients to training opportunities available on the Eligible Training Provider List (ETPL) or other available WIOA opportunities. In addition, the provider at the Delano AJCC will be responsible for administering the OJT program for that geographical area.

The Delano AJCC building lease is not part of this RFP as the County of Kern is the leaseholder and responsible for building expenses.

### **Available Funding**

Funding of up to \$350,000 for Career Services and up to \$345,000 for On-the-Job Training Contracts (to include employer reimbursements and operating costs) is available.

### **Narrative Format (limited to ten pages)**

The narrative must be organized as follows, include the headers indicated in bold, and address the bulleted prompts. Note: OJT services through the Delano AJCC should be included in this narrative; however, a separate budget for OJT is required.

1. **Overview of the Activity**. Please limit your response to one paragraph.

2. **Program Design and Planned Approach** (35 points maximum)

- Identify the types of career and other services, including Job Search Assistance, that you will offer and a description of these activities including key components. Describe how the proposed services will facilitate the employability needs of the target population and meet the requirements of WIOA at the Delano AJCC.
- Describe the client flow proposed for the Delano AJCC, including efforts to coordinate services with partner agencies.
- Describe how you will coordinate outreach efforts with partner agencies at the Delano AJCC.
- Describe your experience with WIOA eligibility requirements, CalJOBS system, WIOA Case Management requirements, and client file/records requirements.
- Provide documentation, including the source, which supports your understanding of the labor market and employment needs for Northern Kern County.
- Specify how you will obtain feedback from clients, employers, and partner agencies to best serve those who will frequent the Delano AJCC.

- Provide a list of all staff associated with the proposed activities, their job titles, previous experience, duties and responsibilities, and any other pertinent information.
- Describe how you will administer the On-the-Job Training (OJT) program in terms of serving both clients and employers. Explain how you will administer and monitor the OJT agreement and work with ETR staff to ensure that all required elements are in compliance. Explain how you will track client hours, wages, and progress.
- Describe the job seeking, job retention, follow-up or other employment strategies that will be conducted and/or coordinated with partner agencies.
- Provide any other information which explains your program design and planned approach.

**3. Capabilities and Demonstrated Ability (45 points maximum)**

- Provide a brief history of your organization. Describe your organization's capacity and plan to effectively manage the proposed program. Include a description of your organization's infrastructure and its ability to provide services and to collect and report participant and financial data as required.
- Describe your past or present accomplishments in working with the target population. Include objective documentation that shows actual performance compared to the performance goals. If program improvement was necessary, describe the changes implemented for improvement. (Note: If you have previously operated a program funded by Employers' Training Resource (ETR), that information may be reviewed to determine your ability to operate a successful program.)
- Show how your previous programs have resulted in outcomes similar to the outcomes required under WIOA (i.e., the performance measures defined in this RFP, or other objectives appropriate to the contracted activity). Include objective documentation that shows how the actual outcomes compared to outcome goals. If program improvement was necessary, describe the changes implemented.
- Demonstrate the efficiency of your agency in operating programs like the one proposed. This section should include evidence of expenditures compared to the budgeted amounts to provide this activity. Provide objective evaluations of fiscal accountability in the form of financial reviews, monitoring reports, audits, Comprehensive Annual Financial Report (CAFR) reviews, etc. (will not count against the page limit). If program improvement was necessary, describe the changes implemented.
- Provide any other information which may further explain your capabilities and demonstrated ability.

**4. Performance Goals and Outcomes (20 points maximum)**

- Discuss how your agency will track clients who access services at the Delano AJCC.

- Describe how activities, such as Job Search Assistance and employer recruitments, will be coordinated with partner agencies and result in the preparation and/or placements of WIOA clients into unsubsidized employment.
- Discuss what steps your agency would take to help ensure that WIOA clients are working in the follow-up period after exit and describe other follow-up strategies.
- Provide the number of OJTs expected and planned performance.
- Provide any other information which explains how you will contribute to the Workforce Development Area's performance goals and outcomes.

5. **Budget and Justification** (10 points maximum)

**NOTE: SEPARATE BUDGETS AND JUSTIFICATIONS ARE REQUIRED FOR PROVIDER OF CAREER SERVICES AND OJT SERVICES.**

On the budget form following this section, list the amounts requested for cost categories for the proposed program, and on a separate page justify why costs are necessary and reasonable to achieve program objectives. (Note: Make additional copies, if necessary, for separate budgets for each proposed program). Include any equipment you plan to purchase/lease as equipment purchases will be negotiated into contract budgets based on this proposal. If not included in the proposal or contract, purchase/lease equipment purchases will be subject to prior approval by ETR and possibly the Department of Labor or the State during the course of the contract year.

- If applicable, calculate the costs per unit of service or activity.
- If there are any, provide an explanation of any unusual costs or equipment needs (for example, those necessary to meet special population needs or to serve outlying locations), and discuss why they are necessary.
- Identify any costs that will be borne by your agency or another agency and not reimbursed by this proposed contract, which will leverage funds for this program (for example, contributions of staff, facilities, equipment or supplies for which this contract would not be charged). Highlight collaborations or partnerships with non-WIOA agencies including community-based or faith-based organizations.
- Provide any additional information to justify the proposed budget.



**WIOA Provider of Career Services for Delano AJCC**

**BUDGET**

Organization Name	
Activity	<b>WIOA Provider of Career Services for Delano AJCC</b>

**Total funding requested:** \_\_\_\_\_

**COMPLETE THIS BUDGET PAGE, ITEMIZING SPECIFIC COSTS PROPOSED FOR EACH CATEGORY LISTED**

	<b>Cost Category</b>	<b>Funds Requested</b>
01	<b>Staff Salaries and Wages</b>	
01	<b>Staff Fringe Benefits - List Benefits and Benefit Rate (%)</b>	
02	<b>Participant Salaries and Wages (Work Experience)</b>	
02	<b>Participant Fringe Benefits (Work Experience) - List Benefits and Benefit Rate (%)</b>	
03	<b>Facility Expense</b> 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.	
04	<b>Supplies &amp; Equipment under \$5,000</b> Cost of supplies necessary for the operation of the activity – 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		<b>Supplies &amp; Equipment \$5,000 and over</b> 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.	
06		<b>Travel &amp; Training Expense</b> Costs for staff travel necessary for normal program operations. Agency costs associated with travel for participants. Approval from ETR must be obtained prior to incurring out-of-county expense. Staff training costs, as well as participant training/tuition costs are to be charged under this line item.	
07		<b>Insurance/Bonding/Professional and Special Services:</b>	
	a)	Cost of insurance & bonding, including all liability, but excluding worker's compensation. All non-salaried services required, such as accounting, legal, security guard, etc. Indirect costs, including agency fees and profit.	
	b)	Outreach and recruiting costs other than Staff Salaries/Fringe. Include advertising costs here.	
08		<b>Employer Reimbursement and Income</b> Employer reimbursements under On-the-Job Training and income control for programs producing revenue.	
09		<b>Supportive Services</b> Payments used to aid or assist participants while attending program. Note: Must be approved by ETR and must comply with ETR's Supportive Services policy.	
		<b>TOTAL REQUESTED</b>	

Indirect Cost Rate - If your agency has an Indirect Cost Rate, complete the following:

Indirect Cost Rate \_\_\_\_\_

Cognizant Agency \_\_\_\_\_

Note: If your agency does not have an indirect Cost Rate, then we have to go with the de minimis rate of 10%. However, agency can choose to charge ETR less than its negotiated rate or the de minimis rate.

**PLEASE PROVIDE BUDGET JUSTIFICATION ON A SEPARATE PAGE**

**OJT Services for Delano AJCC**

**BUDGET**

Organization Name	
Activity	<b>OJT Services for Delano AJCC</b>

**Total funding requested:** \_\_\_\_\_

**COMPLETE THIS BUDGET PAGE, ITEMIZING SPECIFIC COSTS PROPOSED FOR EACH CATEGORY LISTED**

		Cost Category	Funds Requested
01		<b>Staff Salaries and Wages</b>	
01		<b>Staff Fringe Benefits - List Benefits and Benefit Rate (%)</b>	
02		<b>Participant Salaries and Wages (Work Experience)</b>	
02		<b>Participant Fringe Benefits (Work Experience) - List Benefits and Benefit Rate (%)</b>	
03		<b>Facility Expense</b> 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.	
04		<b>Supplies &amp; Equipment under \$5,000</b> Cost of supplies necessary for the operation of the activity – 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	<b>Supplies &amp; Equipment \$5,000 and over</b> 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.	
06	<b>Travel &amp; Training Expense</b> Costs for staff travel necessary for normal program operations. Agency costs associated with travel for participants. Approval from ETR must be obtained prior to incurring out-of-county expense. Staff training costs, as well as participant training/tuition costs are to be charged under this line item.	
07	<b>Insurance/Bonding/Professional and Special Services:</b>	
	a) Cost of insurance & bonding, including all liability, but excluding worker's compensation. All non-salaried services required, such as accounting, legal, security guard, etc. Indirect costs, including agency fees and profit.	
	b) Outreach and recruiting costs other than Staff Salaries/Fringe. Include advertising costs here.	
08	<b>Employer Reimbursement and Income</b> Employer reimbursements under On-the-Job Training and income control for programs producing revenue.	
09	<b>Supportive Services</b> Payments used to aid or assist participants while attending program. Note: Must be approved by ETR and must comply with ETR's Supportive Services policy.	
	<b>TOTAL REQUESTED</b>	

Indirect Cost Rate - If your agency has an Indirect Cost Rate, complete the following:

Indirect Cost Rate \_\_\_\_\_

Cognizant Agency \_\_\_\_\_

Note: If your agency does not have an indirect Cost Rate, then we have to go with the de minimis rate of 10%. However, agency can choose to charge ETR less than its negotiated rate or the de minimis rate.

**PLEASE PROVIDE BUDGET JUSTIFICATION ON A SEPARATE PAGE**

### **III-B. Subsidized Adult Work Experience**

#### **Requirements**

The RFP is seeking one or more provider(s) of Subsidized Adult Work Experience (WEX) Programs. The provider(s) will offer stand-alone time limited WEX with public, private or non-profit employers which align with training programs and client skills. Paid WEX will give participants the opportunity to attain skills and develop appropriate work habits that will enable them to secure and retain unsubsidized employment to become self-sufficient.

The provider(s) will develop meaningful WEX sites with an emphasis on sites which align with locally selected industry clusters (Energy/Natural Resources, Healthcare, Logistics, Manufacturing and Public Sector Infrastructure [Construction]), and other growth industries to meet the current and future needs of area employers. For those participants attending WEX after training, the WEX site should be in the field for which the individual was trained. For those participants that have not attended training, the WEX site must align with clients' skills and experience.

ETR will fund one or more provider(s) to serve up to 40 total participants. These participants will receive paid WEX of up to eight hours per day and up to 320 total hours at the State's minimum wage, which as of January 2023 is \$15.50 per hour. [Note: With justification and prior approval from ETR, a participant may be paid higher than minimum wage.] For the purposes of this proposal, use \$4,960 per participant for wages (320 hours at \$15.50/hour) for line "02a - Participant Salaries and Wages (Work Experience)" in the Budget Summary for this activity. Participants should be provided with job search and work readiness instruction either through the Agency or referred to ETR's Job Search Assistance (JSA) class. Provider(s) will be the employer of record with all necessary insurances, administer worksite agreements, provide payroll services, monitor client activities, and perform other functions.

#### **Available Funding**

Up to \$500,000 is available to serve up to 40 Adults in subsidized work experience with one or more provider serving Bakersfield [up to 25 slots; up to \$340,000] and Delano/Northern Kern County and surrounding areas [up to 15 slots; up to \$160,000].

#### **Narrative Format (limited to ten pages)**

The narrative must be organized as follows, include the headers indicated in bold, and address the bulleted prompts.

1. **Overview of the Activity**. Please limit your response to one paragraph. Indicate geographic area to be served.

**2. Program Design and Planned Approach (25 points maximum)**

- Provide a description of the Work Experience (WEX) program you will administer and operate, including key program components such as required sexual harassment training. For those participants attending WEX after training, the WEX site should be in the field for which the individual was trained. For those participants that have not attended training, the WEX site must align with clients' skills and experience. Describe how you will coordinate with ETR to ensure these requirements are met.
- Describe the value of this program to both the clients and the employers. Explain how you will document skills attainment and progression toward client and employer goals. Describe your job readiness module or how you will coordinate with a partner agency (or ETR) to ensure that clients are ready to work prior to being placed on a worksite.
- Identify steps to outreach to employers in the selected industry clusters and growth industries in developing worksite agreements. Explain how client and employer feedback are considered/used for continuous improvement efforts.
- Describe how you will case manage clients, track hours/wages, and monitor worksites. Describe job seeking, job retention or other employment strategies that will be provided to clients before, during or after the WEX activity.
- Describe how your agency as the employer of record will perform payroll functions and what types of insurance you will maintain to cover clients during the work experience program.
- Provide a list of all staff associated with this program, their job titles, duties and responsibilities, and resumes.
- Explain how you will manage and comply with Sick Leave and other mandated laws.
- Provide any other information which explains your program design and planned approach.

**3. Capabilities and Demonstrated Ability (45 points maximum)**

- Provide a brief history of your organization. Describe your organization's capacity and plan to effectively manage the proposed program. Include a description of your organization's infrastructure, its ability to provide services, and to collect and report participant and financial data as required.
- Describe your past or present accomplishments in working with the target population. Include objective documentation that shows how actual performance compared to the performance goals (will not count against the page limit). If program improvement was necessary, describe the changes implemented for improvement. (Note: If you have previously operated a program funded by Employers' Training Resource (ETR), that information may be reviewed to determine your ability to operate a successful program).
- Show how your previous programs have resulted in outcomes similar to the

outcomes required under WIOA (i.e., the performance measures defined in this RFP, or other objectives appropriate to the contracted activity). Include objective documentation that shows how the actual outcomes compared to outcome goals (will not count against the page limit). If program improvement was necessary, describe the changes implemented.

- Demonstrate the efficiency of your agency in operating other programs like the one proposed. This section should include evidence of expenditures compared to the budgeted amounts to provide this activity. Provide objective evaluations of fiscal accountability in the form of financial reviews, monitoring reports, audits, Comprehensive Annual Financial Report (CAFR) reviews, etc. (will not count against the page limit). If program improvement was necessary, describe the changes implemented.
- Provide any other information which may further explain your capabilities and demonstrated ability.

**4. Performance Goals and Outcomes (20 points maximum)**

- Cite the number of clients you anticipate enrolling into the WEX activity.
- Discuss how your agency's activity will meet or exceed the given WIOA performance measures.
- Describe how the program will result in preparation and/or placement of the targeted population into unsubsidized employment with the potential for improved employment and earnings opportunities.
- Discuss what steps your agency will take to help ensure that clients who are offered employment following WEX are working in the follow-up period.
- Provide other information which explains how you will contribute to the Workforce Development Area's performance goals and outcomes.

**5. Budget and Justification (10 points maximum)**

On the budget form following this section, list the amounts requested for cost categories for the proposed program, and on a separate page justify why costs are necessary and reasonable to achieve program objectives. (Note: Make additional copies, if necessary, for separate budgets if you propose to serve both target areas). Include any equipment you plan to purchase/lease as equipment purchases will be negotiated into contract budgets based on this proposal. If not included in the proposal or contract, purchase/lease equipment purchases will be subject to prior approval by ETR during the course of the contract year.

- Calculate the total cost per participant. For the participant wage, use \$4,960 (320 work hours at \$15.50 per hour.) Include participant benefits, which shall include, but is not limited to, workers' compensation, and the overall benefits percentage.

- If there are any, provide an explanation of any unusual costs or equipment needs (for example, those necessary to meet special population needs or to serve outlying locations), and discuss why they are necessary.
- Identify any costs that will be borne by your agency or another agency and not reimbursed by this proposed contract, which will leverage funds for this program (for example, contributions of staff, facilities, equipment or supplies for which this contract would not be charged). Highlight collaborations or partnerships with non-WIOA agencies including community-based or faith-based organizations.



**WIOA Provider of Subsidized Work Experience Programs**

**BUDGET**

Organization Name	
Activity	<b>Subsidized Adult Work Experience</b>
Geographic Area to be Served	<input type="checkbox"/> Bakersfield <input type="checkbox"/> Delano/Northern Kern County

**Total funding requested:** \_\_\_\_\_

**COMPLETE THIS BUDGET PAGE, ITEMIZING SPECIFIC COSTS PROPOSED FOR EACH CATEGORY LISTED**

	Cost Category	Funds Requested
01	<b>Staff Salaries and Wages</b>	
01	<b>Staff Fringe Benefits - List Benefits and Benefit Rate (%)</b>	
02	<b>Participant Salaries and Wages (Work Experience)</b>	
02	<b>Participant Fringe Benefits (Work Experience) - List Benefits and Benefit Rate (%)</b>	
03	<b>Facility Expense</b> 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.	
04	<b>Supplies &amp; Equipment under \$5,000</b> Cost of supplies necessary for the operation of the activity – 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	<p><b>Supplies &amp; Equipment \$5,000 and over</b> 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.</p>	
06	<p><b>Travel &amp; Training Expense</b> Costs for staff travel necessary for normal program operations. Agency costs associated with travel for participants. Approval from ETR must be obtained prior to incurring out-of-county expense. Staff training costs, as well as participant training/tuition costs are to be charged under this line item.</p>	
07	<p><b>Insurance/Bonding/Professional and Special Services:</b></p>	
	<p>a) Cost of insurance &amp; bonding, including all liability, but excluding worker's compensation. All non-salaried services required, such as accounting, legal, security guard, etc. Indirect costs, including agency fees and profit.</p>	
	<p>b) Outreach and recruiting costs other than Staff Salaries/Fringe. Include advertising costs here.</p>	
08	<p><b>Employer Reimbursement and Income</b> Employer reimbursements under On-the-Job Training and income control for programs producing revenue.</p>	
09	<p><b>Supportive Services</b> Payments used to aid or assist participants while attending program. Note: Must be approved by ETR and must comply with ETR's Supportive Services policy.</p>	
	<p><b>TOTAL REQUESTED</b></p>	

Indirect Cost Rate - If your agency has an Indirect Cost Rate, complete the following:

Indirect Cost Rate \_\_\_\_\_

Cognizant Agency \_\_\_\_\_

Note: If your agency does not have an indirect Cost Rate, then we have to go with the de minimis rate of 10%. However, agency can choose to charge ETR less than its negotiated rate or the de minimis rate.

**PLEASE PROVIDE BUDGET JUSTIFICATION ON A SEPARATE PAGE**