

**WORKFORCE INVESTMENT BOARD OF TULARE COUNTY  
WORKFORCE INNOVATION AND OPPORTUNITY ACT  
SERVICE PROVIDER CONTRACT**

**WIOA TITLE I**

This award is an agreement by and between the Workforce Investment Board of Tulare County (WIB) and Tulare County Sheriff's Department.

The Workforce Investment Board of Tulare County hereby enters into this Agreement with the above named Service Provider, for the purpose of providing specific services, as further described in the body of the Agreement, under the Public Law (PL) 113-128, the Workforce Innovation and Opportunity Act (WIOA) and other applicable Local, State, and Federal legislation.

Contract No.: 2901819 Effective From 07/01/18 to 12/31/2018

Program Activity: Pre-release Specialized Job Center

Program Name: Linking to Employment Activities Pre-release Through Specialized American Job Centers

Contact Person Mike Boudreaux Telephone (559) 802-9435

**COST REIMBURSEMENT AGREEMENT FUNDING ALLOCATION:**

TOTAL (Maximum Funding Level)	\$12,320	100%
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IN WITNESS WHEREOF, the WIB and the Service Provider have executed this Agreement by having their authorized representatives affix their signatures in the spaces provided below:

**SERVICE PROVIDER**

KEITH W. DOUGLASS  
Recommend: Administrator's Name

ASSISTANT SHERIFF  
Title

[Signature]  
Signature

July 11, 2018  
Date

Approved by Governing Board on (Date)

Agency Board Chair Person's Name

Signature

Date

**WORKFORCE INVESTMENT BOARD OF TULARE COUNTY**

AL PECK  
Recommend: Adam Peck, Executive Director

7/11/18  
Date

[Signature]  
Agreed: Kerry Adash, Chair of the Board

7/20/18  
Date

APPROVE AS TO FORM:  
COUNTY COUNSEL 11/26/18  
BY [Signature]  
DEPUTY 20181710

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1 CONTRACT

2  
3 W I T N E S S E T H:

4 WHEREAS, the Governor of the State of California, acting under the Workforce  
5 Innovation Opportunity Act, Public Law 113-128 , herein referred to as "WIOA", has designated  
6 Tulare County as a Workforce Development Area under WIOA; and

7 WHEREAS, the Board of Supervisors of Tulare County has accepted that  
8 designation and expects to receive funds under WIOA; and

9 WHEREAS, the Board of Supervisors has negotiated an agreement with the  
10 Workforce Investment Board of Tulare County (WIB) to act as WIOA grant administrator; and  
11 under the terms of that agreement, the WIB may contract with any party for purposes set forth in  
12 the approved Tulare County Local Plan; and

13 WHEREAS, the Service Provider is willing to enter into this contract with the WIB  
14 upon the terms and conditions set forth;

15 NOW, THEREFORE, THE WIB AND THE SERVICE PROVIDER AGREE as  
16 follows:

17 1. WORK TO BE PERFORMED: The Service Provider shall, in a satisfactory  
18 manner, as determined by the WIB, perform all the activities described in the Statement of Work  
19 that is attached hereto as Exhibit "A", and incorporated by reference herein.

20 It is expressly agreed that all rules, regulations, requirements, and directives of the State,  
21 or Federal Government, referred to as the "Directives," which are made binding upon the WIB and  
22 the County of Tulare will also be binding upon the Service Provider as though made applicable to  
23 the Service Provider directly.

24 2. COMPLIANCE WITH GRANT CONDITIONS: The Service Provider shall  
25 comply with all the conditions, including standards of conduct attached to this Contract as Exhibit  
26 "H", that the WIB is required to comply with by the terms of the Grant or Grants under which it  
27 administers funds from the State.

28 3. REPORTS, RECORDS AND EVALUATIONS: The WIB shall evaluate and  
29 provide guidance to the Service Provider in the conduct of activities delegated under this Contract.  
30 The Service Provider agrees to submit to the WIB, within designated time lines, such reports as  
31 may be required by the State directives or by the WIB. These reports shall consist of, but not be

1 limited to, invoices and customer management information.

2           The Service Provider shall prepare and maintain records in the manner prescribed  
3 by the regulations and other instructions of the State and of the WIB, and such records shall be  
4 available for inspection and audit by the WIB and/or the County of Tulare and by appropriate  
5 agencies of the State or the United States Government. All records pertinent to this Contract,  
6 including financial, statistical, property, participant, and supporting documentation, shall be  
7 retained for a period of three (3) years from the date of final payment under this Contract or until  
8 all audits are complete and findings on all claims have been finally resolved, whichever last occurs.  
9 If the Service Provider is not able to retain the participant and financial records, the records shall  
10 be transferred to the WIB. Such records shall be transmitted to the WIB for acceptance in an  
11 orderly fashion with documents properly labeled and filed and in an acceptable condition for  
12 storage. Transfer of records shall be at the sole discretion of the WIB. Documents must be  
13 maintained in Tulare County or within a reasonable commute distance.

14           4.     AMENDMENTS/CHANGES: The WIB may, from time to time, request changes  
15 in the scope of the Service Provider services to be performed hereunder. Such changes, including  
16 any increase or decrease in the amount of the Service Provider's compensation, which are mutually  
17 agreed upon by and between the WIB and the Service Provider shall be incorporated in written  
18 amendments into this Contract. The WIB may also unilaterally modify this Contract in order to  
19 accommodate change in the Act or applicable federal, state, local laws, regulations, rules or  
20 policies. The WIB may de-obligate funds authorized under this Contract if it is determined that  
21 said funds will not be fully spent during the effective dates of the contract. The de-obligation will  
22 occur upon mutual agreement by both parties; however, if an agreement cannot be reached, the  
23 determination of the WIB Board of Directors is final.

24           5.     TERM: The Parties to this contract acknowledge that continuation of the program  
25 is subject to receipt of funds from the State.

26           6.     SCHEDULE OF PAYMENT: It is mutually understood and agreed that the method  
27 of payment for services rendered under this Contract shall be as indicated in the Schedule of  
28 Payment included in Exhibit "A", attached and incorporated by this reference. In no event shall  
29 the County or WIB be liable to the Service Provider under this Contract for an amount in excess  
30 of the amount stated on the first page of this agreement.

31           a.     The Service Provider will submit to the WIB in such form and reasonable

1 detail as may be required, a monthly, or as otherwise agreed upon, invoice(s) supported by  
2 documentation of the claimed payment sought in the performance of this Contract and claimed to  
3 constitute an allowable cost. Further, details of payment and supporting documentation required  
4 are included in Exhibit "A".

5           b. After receipt of each invoice and supporting data, the WIB shall, except as  
6 otherwise provided in the Contract, and subject to the provision of (d) below, make payment  
7 thereon.

8           c. The Tulare County Auditor may have the invoices and supporting  
9 performance data audited or monitored upon notice by the WIB or its designee. Each payment  
10 made shall be subject to reduction for amounts included in the related invoice, which are found by  
11 the WIB, on the basis of such audit or monitoring, not substantiated by documentation verifying  
12 compliance with the provisions of this Contract. Any payment may be reduced for overpayments  
13 or increased for underpayments made on preceding invoices at the discretion of the WIB or its  
14 agents.

15           d. Payment of invoices is subject to receipt of funds from the State. In no  
16 event, however, will the Service Provider receive reimbursement for costs exceeding those set  
17 forth in Exhibit "A".

18           7. INSURANCE AND HOLD HARMLESS: The Service Provider shall provide and  
19 keep in force during the term of this Contract or any extension thereof the following:

20           a. Worker's Compensation Insurance.

21           b. Property Damage/Loss Insurance covering property purchased under this  
22 contract or owned by the WIB and in the Service Provider's possession.

23           c. Commercial General Public Liability Insurance with combined single limit  
24 coverage of at least \$1 million per person per occurrence, \$2 million aggregate, for bodily injury,  
25 personal injury and property damage on all Service Provider activities under this Contract. Such  
26 insurance policy shall name the WIB and the County of Tulare and their officers, employees, and  
27 agents as additional insureds. Said insurance shall be canceled or modified only upon 30 calendar  
28 days prior written notice to the WIB. The Service Provider shall file with the WIB a certificate of  
29 said coverage with original endorsements, signed by a person authorized to bind coverage.

30           The Service Provider shall hold harmless, defend and indemnify the WIB and the  
31 County of Tulare from and against any liability, claims, actions, costs, damages or losses, for

1 injury, including death, to any person or damage to any property arising out of Service Provider's  
2 activities under this Contract.

3 The Service Provider shall hold harmless, defend, and indemnify the WIB and the  
4 County of Tulare from and against any liability, claims, actions, costs, damages or losses incurred  
5 by the WIB or the County of Tulare, as a result of Service Provider's improper use of funds under  
6 this Contract.

7 The above obligations to indemnify will continue beyond the term of this Contract  
8 as to any act or omission that occurred during the term of this Contract or any extension thereto.

9 8. NONDISCRIMINATION: SERVICES: EMPLOYMENT: Service Providers  
10 agrees to maintain a policy to provide equal opportunity in all services and activities. The  
11 nondiscrimination and equal opportunity provision found in Section 188 of WIOA and 29 CFR  
12 Part 38 prohibits discrimination of the following bases: against any individual in the United States,  
13 on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical  
14 conditions, sex stereotyping, transgender status, and gender identity); national origin (including  
15 limited English proficiency); age, disability, or political affiliation or belief, or against any  
16 beneficiary of, applicant to, or participants in, programs financially assisted under Title I of the  
17 Workforce Innovation and Opportunity Act (WIOA), on the basis of the individual's citizenship  
18 status or participation in any WIOA Title I- financially assisted program or activity. Service  
19 Provider agrees to inform individuals of the right to a State hearing for resolution of any customer  
20 complaints.

21 The California Fair Employment Practice Act (Labor Code Section 1410 et seq.) prohibits  
22 discrimination in employment on the basis of race, religion, color, sex, physical disability, mental  
23 disability, medical condition, marital status, age, national origin or ancestry, sexual orientation, or  
24 political affiliation, and applies to all employers, employment agencies, and labor organization.

25 Title VII of the Federal 1964 Civil Rights Act (42 U.S.C. Sections 2000e – 2000e-17)  
26 prohibits employment discrimination on the basis of race, color, sex, religion, or national origin,  
27 age, disability, political affiliation or belief, and applies to certain employers. There are also other  
28 Federal and State laws that prohibit employment discrimination in particular cases. The Service  
29 Provider shall familiarize itself with, and comply with, all applicable laws relating to employment  
30 discrimination. The Service Provider shall have a grievance procedure relating to employment,  
31 and shall make said procedures available to employees and participants.

1           9.     AUDITS AND INSPECTIONS: At any time during normal business hours and as  
2 often as the U.S. Comptroller General, Auditors of the State of California, or the WIB may deem  
3 necessary, the Service Provider shall make available, in Tulare County for examination, all of its  
4 records with respect to all matters covered by this Contract. The WIB, Auditor of the State of  
5 California, and the U.S. Comptroller General shall have the authority to audit, monitor, examine,  
6 and make excerpts or transcripts from records, including all contracts, invoices, materials, payrolls,  
7 records of personnel, conditions of employment, and other data relating to all matters covered by  
8 this Contract.

9           a.     The WIB shall have the authority to examine the books and records used by  
10 the Service Provider in accounting for expenses incurred under this Contract. Should these books  
11 and records not meet the minimum standards of accepted accounting practices, and should they  
12 not be corrected within a reasonable period of time, the WIB reserves the right to withhold any or  
13 all of its funding to the Service Provider until such time as they do meet these standards.

14           b.     The WIB shall have the authority to examine all forms and documents used,  
15 including, but not limited to, purchase requisitions, purchase orders, supply requisitions, invoices,  
16 journal vouchers, travel vouchers, payroll checks, and other checks or warrants used by the Service  
17 Provider for programs covered by this Contract.

18           c.     The WIB may require the Service Provider to use any or all of the WIB  
19 accounting or administrative procedures used in the planning, controlling, monitoring, and  
20 reporting of all fiscal matters relating to this Contract, if the system in use is found to be inadequate.

21           d.     The WIB reserves the right to dispatch auditors of its choosing to any site  
22 where any phase of the program is being conducted, controlled, or advanced in any way, tangible  
23 or intangible. Such sites may include the administrative office, any branch office or other locations  
24 of the Service Provider if such sites or the activities performed thereon have any relationship to  
25 the program(s) covered by this Contract. Such on-site visits will be scheduled in order not to  
26 disrupt ongoing operations.

27           e.     The WIB shall have the authority to make physical inspections and to  
28 require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler  
29 systems, etc., to safeguard property and/or equipment authorized by this Contract and owned by  
30 the WIB.

31           f.     At the discretion of the WIB, it may have a member of its staff present at

1 any business meeting of the Service Provider, (such as a meeting of its Board of Directors,  
2 Advisory Committee, or equivalent) if an item to be discussed is in relation to this Contract.

3 g. When a fiscal or special audit determines that the Service Provider has  
4 expended funds, which are questioned under the criteria set forth herein, the Service Provider shall  
5 be notified and given the opportunity to justify questioned expenditures prior to the WIB's final  
6 determination of the disallowed costs, in accordance with the procedures established under WIOA.

7 10. TERMINATION:

8 a. CAUSE: The WIB may, by giving ten (10) calendar days prior written  
9 notice and specifying the effective date, terminate this Contract in whole or in part for any of the  
10 following causes:

11 (1) Failure, for any reason, of the Service Provider to fulfill in a timely  
12 and proper manner its obligations under this Contract, including program performance; the Service  
13 Provider not assigning adequate and qualified staff to carry out the provision of training services  
14 contracted for; or noncompliance with the WIB's Grant and attached conditions, and such statutes,  
15 executive orders, and State or local directives as may become generally applicable at any time; or,

16 (2) Ineffective or improper use of funds provided under this Contract; or,

17 (3) Suspension or termination by the State or Federal Government of the  
18 Grant or Grants to the County of Tulare under which this Contract is made, or the portion or  
19 portions thereof designated by this Contract.

20 (4) The WIB may also assign and transfer this Contract, when required by  
21 State direction. If the Service Provider is unable or unwilling to comply with such additional  
22 conditions as may be added by the State or WIB, the Service Provider may terminate the contract  
23 by giving thirty (30) calendar days prior written notice to the WIB, signifying the effective date  
24 thereof. In such event, the WIB may require the Service Provider to ensure that alternate  
25 arrangements have been made for the transfer of the delegated activities to another Service  
26 Provider or to the WIB. In the event of any termination, all property and finished or unfinished  
27 documents, data, studies, and reports, purchased or prepared by the Service Provider under this  
28 Contract, shall be disposed of in accordance with State directives, and the Service Provider shall  
29 be entitled to compensation for any un-reimbursed expenses reasonably and necessarily incurred  
30 in satisfactory performance of the Contract. Notwithstanding the above, the Service Provider shall  
31 not be relieved of liability to the WIB or the County of Tulare for damages sustained by the WIB



1 or County by virtue of any breach of the Contract by the Service Provider, and the WIB may  
2 withhold any reimbursement to the Service Provider, for the purpose of offset until such time as  
3 the exact amount of damages due the WIB or County from the Service Provider is agreed upon or  
4 otherwise determined.

5 11. CONVENIENCE:

6 (1) The performance of work under the Contract may be terminated, in  
7 whole, or in part, by the WIB whenever it is determined that such termination or suspension is in  
8 the best interest of the Workforce Investment Board. Termination of work hereunder shall be  
9 effected by delivery to the Service Provider of a "Notice of Termination" specifying the extent to  
10 which performance of work under the Contract is terminated and the date upon which such  
11 termination becomes effective. In no instance shall a termination for convenience be effective in  
12 less than thirty (30) calendar days after receipt of notice thereof.

13 (2) After receipt of the Notice of Termination, the Service Provider  
14 shall cancel outstanding commitments covering the procurement or rental of materials, supplies,  
15 equipment, and miscellaneous items. In addition, the Service Provider shall exercise all reasonable  
16 diligence to accomplish the cancellation or diversion of outstanding commitments covering  
17 personal services that extend beyond the date of such termination to the extent that they relate to  
18 the performance of any work terminated by the notice. With respect to such canceled  
19 commitments, the Service Provider agrees to:

20 (a) Settle all outstanding liabilities and all claims arising out of  
21 such cancellation of commitments; or ratify all such settlements; and

22 (b) Assign to the WIB in the manner, at the time and to the  
23 extent directed by the WIB, all of the rights, title, and interest of the Service Provider in property  
24 acquired under the orders and Contract so terminated.

25 (c) Upon termination without cause, the WIB/County will pay  
26 to the Service Provider all reasonably and necessarily incurred costs associated with performance  
27 under this Contract.

28 12. PROVISION AGAINST ASSIGNMENT/CONTRACTING: Service Provider  
29 shall neither assign nor subcontract this contract, either in whole or in part, without the prior written  
30 consent of the WIB. The Service Provider shall not transfer or assign any Contract funds or claims  
31 due or to become due without the written approval of the WIB, having first been obtained.

1           13.    COMPLIANCE WITH THE WIOA: The Service Provider agrees to comply with  
2 the Workforce Innovation and Opportunity Act (WIOA) of 2014, P.L. 113-128.

3           Service Provider shall do the following:

4           a.    Veterans' Priority. Job training programs provided through the Department  
5 of Labor job training programs, in the same manner as with the WIOA funds that they supplement  
6 subject to the provisions of the "Jobs for Veterans Act" (JVA) (Publ. L. 107-288, codified at 38  
7 U.S.C. § 4215), as implemented by the federal regulations (codified at 20 C.F.R. Part 1010). The  
8 JVA provides priority to veterans and spouses of certain veterans for the receipt of employment,  
9 training, and placement services. Service Provider agrees that it will comply with the veterans'  
10 priority provisions established by the JVA.

11           14.    NOTICE AND DELIVERY: Any notice to be given hereunder shall be in writing  
12 and shall be served by personal delivery or by first class mail, postage prepaid and addressed as  
13 follows:

14  
15 SERVICE PROVIDER:

16                                   Tulare County Sheriff's Department  
17                                   Mike Boudreaux, Sheriff-Coroner  
18                                   833 S. Akers Street  
19                                   Visalia, CA 93277

20  
21 WORKFORCE INVESTMENT BOARD:

22                                   Workforce Investment Board of Tulare County  
23                                   Adam Peck, Executive Director  
24                                   309 West Main St., Suite 120  
25                                   Visalia, CA 93291

- (6) The Service Provider must comply with all State legislation and regulations to the extent permitted by federal law, and all state and local directives, policies, procedures and amendments that implement WIOA.
- (7) An authorized official of the contracting agency must sign the proposal. All contractors are required to submit resolution or other corporate actions, authorized by its Board of Directors, that specify name(s) of the person(s) authorized to obligate the contractor and execute contractual documents, sign checks for the disbursement of funds received by the WIB; and sign requisitions for advances and/or reimbursement.
- (8) It is mutually understood between the parties to this agreement that the WIB reserves the right to modify this contract, as necessary to maintain compliance with federal, state and local guidance, policies, directives, and/or changes in funding availability.
- (9) The Service Provider will provide broad form automobile liability coverage which applies to both owned/leased and non-owned automobiles used by the Provider in performance of this contract. In the event that the Service Provider intends to require employees to utilize their own automobiles in performance of this contract, a file will be maintained confirming self-certification of automobile insurance coverage from all employees operating under this contract.
  - a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule" (Uniform Guidance) (2 CFR Part 200, et al.) applies to all Federal awards made to Federal and non-Federal (states, local governments, Indian tribes, institutions of higher education, and nonprofit organizations) entities as recipient or sub-recipients, on or after December 26, 2014. The service provider shall adhere to all applicable requirements of the Uniform Guidance.
- (10) This contract contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise and any other agreement between the parties hereto. This agreement is not intended to all will not be construed to create the relationship, agent, servant, employee, partnership, joint venture or association between the WIB and the Service Provider. Service Provider represents and warrants it is free to enter into a fully perform this agreement.
- (11) Order of Precedence- In case of conflict within this agreement, unless otherwise provided herein, the conflict shall be resolved by giving precedence in the following order:
  - a. The WIOA Title I;
  - b. The U.S. Department of Labor's rules and regulations regarding WIOA;
  - c. The State of California's ruling and regulations regarding WIOA;
  - d. The State of California Workforce Investment Board and WIB ruling and interpretations;

- e. The WIB Local Plan, Local Policies and Operations Manual; and
- f. Terms, conditions, or requirements as specified in the body of this agreement its attachments or as incorporated by reference.

B. PROGRAM RECORD KEEPING, REPORTING AND CONTRACT MODIFICATIONS

(1) General:

- a. The Service Provider shall maintain time and attendance records for all staff and participants showing actual hours worked, or on-leave status. Staff time will be based on actual time contributed to execution of WIB-funded, WIOA Title I activities. Time records must reflect actual time charged to these activities, as well as time charged to non-WIB funded sources. This will be an item of review during monitoring visits.
- b. The Service Provider shall retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. No records related to this agreement shall be disposed without WIB authorization.
- c. Contract terms may be changed only through contract modification. Contract modifications are used to address program or financial revisions, and are reserved for extreme variations in the program design, scope of work, or expenditure trends. The WIB may recommend contract modifications for financial or programmatic reasons at any time. Contract modifications cannot be used to bring the Service Provider's programmatic or financial performance into compliance.

All modification requests must be in writing to the WIB Executive Director. Contract modifications are not retroactive. All budget modifications must be found allowable and in the best interest of the program. Contract modification limitations and types are addressed in the WIB's Contract Management Guide available on the WIB website at: <http://www.tularewib.org>.

(2) Participant Related:

Requirements include:

- a. Grievances and Complaint Procedures  
Service Provider will comply with the WIB directive TCWIBD-08-14 Grievance and Complaint Procedures. The Service Provider must make reasonable efforts to assure that grievance and complaint procedures will be understood by affected participants and other individuals, including youth who are limited English speaking individuals. The Service Provider will report all incidents, complaints, or grievances to the Laura Castanon Equal Opportunity Officer in writing within two business days of having knowledge of the grievance, complaint, or incident. The incident report shall document the details

of the incident, names(s) of persons(s) affected, date, next steps and resolution (WIOA Final Rule, Subpart F, §683.600).

- b. The Service Provider must maintain an Equal Employment Opportunity and Affirmative Action Plan, which has been approved by Tulare County and the WIB and which meets requirements of WIOA section 188 and its implementing regulations. The Service Provider must comply with Section of 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended.

C. SCHEDULE OF PAYMENTS

- (1) The Service Provider shall submit requests for cash to coincide with immediate cash needs and assure that no excess cash is on deposit. Cash requests are to be submitted to the WIB via e-mail at: [fiscalwib@tularewib.org](mailto:fiscalwib@tularewib.org) on a weekly, biweekly, or monthly basis as immediate cash needs are determined by the Service Provider. Cash requests may not be made in excess of the projected expenditure plan for the following month.
- (2) The Service Provider will submit a WIOA Cumulative Financial Reporting Form (CFRF) monthly expenditure report within ten (10) days of the month end, or as agreed upon by both the WIB and the Service Provider. Cumulative backup expenditure reports must be submitted along with the monthly WIOA Cumulative Financial Reporting form each month.
- (3) The Service Provider must report all costs applicable to this contract no later than 30 calendar days after the end of the program year, unless specified. Costs incurred during this time period may include those necessary to close out this contract.
- (4) The Service Provider will be liable for and will repay, to the WIB, any amounts expended under this agreement found not to be in accordance with WIOA including, but not limited to, disallowed costs. Such payments will be from funds (Non-Federal), other than those received under the WIOA.

E. PERFORMANCE MEASURES

The WIB will monitor the performance of the Service Provider during monthly and quarterly performance reviews and on an annual basis. The Service Provider will participate fully in the performance reviews and provide evidence they have reviewed and analyzed the performance information in preparation for the reviews. WIB staff will request corrective action plans as needed or when performance and expenditures are below 90 percent of planned goals. The Service Provider Executive Director will be responsible for submitting quarterly performance reports to the WIB Executive Director with a corrective action plan as needed in the areas meeting less than 90 percent of plan to include action steps and timeline to meet planned goals. This quarterly report is also an opportunity to focus on the areas that are meeting and exceeding planned performance and other

outcomes. Quarterly Corrective action plans must be submitted to the WIB Executive Director by the 10<sup>th</sup> of the month following the end of the quarter (October 2018, January 2019, April 2019, and July 2019).

In case of conflict within this agreement, unless otherwise provided herein, the conflict shall be resolved by giving precedence in the following order:

1. The WIOA Title I;
2. The U.S. Department of Labor's rules and regulations regarding WIOA;
3. The State of California's ruling and regulations regarding WIOA;
4. The State of California Workforce Investment Board and WIB ruling and interpretations
5. The WIB Local Plan and Local Policies ; and.
6. Terms, conditions, or requirements as specified in the body of this agreement, its attachments or as incorporated by reference.

## EXHIBIT B

### SCOPE OF WORK

#### Linking to Employment Activities Pre-release through Specialized American Job Centers (AJCS) (LEAP 2)

**LEAP Program Focus:** The purpose of this program is to provide incarcerated individuals with workforce services prior to release and link them to a continuum of services offered through their community-based Employment Connection Center (local American Job Centers of California). The jail-based specialized AJCs Employment Connection Centers will enable transitioning offenders to prepare for employment prior to release and continue with their Individual Employment Plans (IEP) in the community once released.

#### Eligible Participants

##### a. Participants Eligible to Receive Services

To participate in a funded project under these grant, an individual must:

- have been convicted as an adult and imprisoned under municipal, county, Federal, or state law;
- have not been convicted of a sexual offence other than prostitution;
- be a sentenced offender confined in the municipal, county or regional correctional facility for adults which the jail-based specialized AJC operates on the date of the participant's enrollment in the program; and
- have a release date scheduled within 180 days of the individual's enrollment in the program.

##### b. Veteran's Priority for Participants

38 U.S.C. 4215 requires grantees to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job-training program directly funded, in whole or part, by DOL. In circumstances where a grant recipient must choose between two qualified candidates for service, one of whom is a veteran or eligible spouse, the veteran's priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Grantees must comply with DOL guidance on veteran's priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10 2009) provides guidance on implementing priority of service for veterans and eligible spouses.

The SHERIFF'S DEPARTMENT will dedicate a full-time Inmate Program Specialist to this project. The Inmate Program Specialist's role and responsibilities include:

- 1) Identify and interview inmates to participate in the LEAP 2 pre-release program.
- 2) Attain appropriate signed release of information in order for all parties to communicate regarding the betterment of the program.
- 3) Determine if the inmate has access right-to-work documents assist and counsel individuals to attain right-to-work documents in order to obtain employment upon release.
- 4) Coordinate schedules for the Employment Connection facilitators to provide mobile AJC LEAP 2 services within the correctional facilities.
- 5) Conduct program pre-test prior to enrollment in the AJC LEAP 2 program.

- 6) Handle any behavioral issues.
- 7) Create class rosters, making sure custody staff is aware of the program time, maintaining data, and keeping all parties apprised of the status of the inmate and their release date
- 8) Participate in the "Pathways to Success" team sessions in the preparation of the case plans for release into the community that includes transition to the AJC Employment Connection in their community or outside Tulare County's boundaries.
- 9) Act as a liaison between community agencies (Tulare County Probation, AJC Employment Connection, etc.).
- 10) Assists in the coordination of transitioning participants from pre-release AJC services to post release services at the AJC Employment Connection Centers.

#### **Expected Outcomes**

The SHERIFF'S DEPARTMENT will refer a minimum of 54 individuals that meet "Eligible Participant" criteria to the AJC LEAP 2 Job Readiness workshops Exhibit B demonstrates the monthly participant referral and enrollment plan.

#### **Reports**

- Participant shared tracking log must be maintain to reflect participant referrals, and
- must include individual's name, referral date, completion date, unsuccessful completion date, estimated release date, post-release address telephone number, and the community into which the individual will be released.

#### **Selective Service Registration**

Determine if males born on or after January 1, 1960 are registered for selective service. For males who did not register for selective and were born after January 1, 1960, the Inmate Program Specialist will begin the process of assisting the inmate to attain an "Information Status Letter" from selective services. Beginning this process prior to release, allows the participant to accelerate the process of co-enrolling in post-release WIOA career services and training services that includes career counseling, job search and placement assistance, supportive services, labor market information, transitional jobs, on-the-job training, and access to individual training accounts. Refer to WIB directive Selective Service Registration TUL 17-03 at <http://www.tularewib.org/> for additional selective service registration requirements - [http://docs.wixstatic.com/ugd/58cba3\\_bdaaf1ad4aaa42f78227a9c6dd3332c1.pdf](http://docs.wixstatic.com/ugd/58cba3_bdaaf1ad4aaa42f78227a9c6dd3332c1.pdf).

#### **Access to Facilities**

The SHERIFF'S DEPARTMENT agrees to provide Employment Connection staff dedicated to the LEAP 2 program access to the correctional facilities' classroom space. Employment Connection staff will provide inmates mobile AJC Employment Connection Job Readiness workshops and will work in coordination with the Inmate Program Specialist.

#### **Closeout**

Closeout information related to the LEAP 2 project will be provided to the WIB within 30 days of the end date of this agreement.



EXHIBIT C

Referrals & Enrollment Plan Pre-Release													
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	TOTAL
PY 2018 - 2019													
Planned Referrals	12	12	10	10	10								54

**EXHIBIT D**

**BUDGET**

<b>BUDGET SUMMARY</b>		
<b>AJC LEAP 2 Program</b>		
<b>July 1, 2018 through December 31, 2018</b>		
<b>LINE ITEM #</b>		
<b>STAFF COSTS</b>	<b>COST CATEGORIES</b>	<b>Total Program Costs</b>
1	Salaries/Fringe	\$12,320
2	Subtotal - Staff Costs	\$12,230



Tulare County  
**SHERIFF**

Proudly Serving Since 1852

Office of  
**MIKE BOUDREAU**  
Sheriff-Coroner  
2404 W. Burrel Ave  
Visalia, CA 93291-4580  
(559) 636-4716

February 12, 2016

Administration  
(559) 636-4690

Detentions  
(559) 735-1700

Investigations  
(559) 735-1898

Operations  
(559) 636-4625

Mr. Adam Peck  
Executive Director  
**Workforce Investment Board of Tulare County**  
309 West Main Street  
Visalia, CA 93291

**Re:** Application by Workforce Investment Board of County of Tulare  
Linking to Employment Activities Pre-release Specialized Job Centers  
Grant  
Letter of Commitment / Tulare County Sheriff's Department

Dear Mr. Peck:

The Tulare County Sheriff's Department strongly endorses the proposed Tulare County Mobile AJC project of the Workforce Investment Board of the County of Tulare. The Sheriff's Department operates the Tulare County Jail System. The Mobile AJC project, if funded, will significantly assist our inmates transition to good-paying jobs when their sentences are completed. Studies show that offenders who find employment are much less likely to re-offend.

The Sheriff's Department will provide access for the project's workforce development professionals to inmates at the Bob Wiley Detention Facility and the Adult Pre-Trial Detention Facility to provide AJC services. The project team will utilize the jail system's computers on mobile carts to bring instructional programs to groups of inmates housed in separate jails – thus, enhancing efficiency and security of the project. The Department will conduct focus groups of inmates to assist the project team in fine-tuning program services.

Additionally, the Sheriff's transition counselors will collaborate with the Probation Department, Community Services and Employment Training, Proteus, and the Workforce Investment Board's Employment Connection Centers. These collaborators bring a wealth of resources and experience to the Mobile AJC Project.

Sincerely,

Mike Boudreaux  
Sheriff-Coroner

## EXHIBIT F

### KEY TERMS WITH DEFINITIONS USED IN CONTRACTS

- (1) ADULT BASIC EDUCATION: Programs, usually offered by community adult schools, that provide instruction in fundamental learning skills for adults who have never attended school or have interrupted formal schooling and need to raise their level of education to increase their self-confidence and/or preparation for an occupation. Emphasis is placed on basic reading, language and mathematics to strengthen functional skills in communication, computation and personal-social interaction.
- (2) ADVANCED MANUFACTURING SKILLS TECHNOLOGY: High-Tech skills training offered through teaching factory centers.
- (3) APTITUDE TESTING: Programs that administer tests, which measure an individual's ability to read and comprehend writing material and/or to write at a functional level.
- (4) ADMINISTRATIVE COST: The portion of the budget which is associated with the overall management and administration of the proposed program and which is not directly related to the provision of services to participants.
- (5) ADULT: The term "adult" means an individual who is age 18 or older. Youth are defined as 14 through 24 years of age. Thus, individuals ages 18-24 may be eligible for both youth and adult programs concurrently. Individuals ages 18-24 must meet the eligibility criteria applicable to the services received.
- (6) AFFILIATE SITE: A secondary service site in the One-Stop system. Affiliate sites are those located outside of the physical One-Stop centers, where customers are provided information on the availability of core services in the local area, and may receive some of the services offered through the One-Stop system. Affiliate sites must be certified by the WIB.
- (7) APPLICATION PROCESSING: The process of soliciting and reviewing applications, and recommending potential new hires based on qualifications and match with job analysis.
- (8) APPRENTICESHIP TRAINING: Programs in which an individual agrees to work for a specified period of time for the purpose of learning a craft or trade in which the union agrees to provide instruction as mandated by the NYSDOL Workforce Development & Training Apprentice Training Unit.
- (9) BASIC SKILLS DEFICIENT: Basic skills deficient means, with respect to an individual  
(A) Who is a youth, that the individual has English reading, writing, or computing skills at or below the 8<sup>th</sup> grade level on a generally accepted standardized test or  
(B) Who is a youth or adult that the individual is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual's family, or in society.
- (10) BASIC SKILLS TRAINING: Training provided to enhance locally defined inadequacies in levels of basic literacy skills, which would improve an individual's ability to function in the labor market and in society.
- (11) CalJOBS/Virtual One-Stop System (VOS): An online comprehensive one-stop operating system

that provides a full range of one-stop services to individuals, employers, providers and One-Stop staff, providers, via the internet. VOS is integrated so that one-stop services can be provided via one interface with no duplication of files. Staff use the system to automate case management, integrate customer records across programs to efficiently assist the job seekers and employers.

- (12) CAREER AWARENESS: Programs that introduce people who are in the process of choosing an occupation to a variety of career and vocational options. These programs provide information about the knowledge and skills that are required for specific positions in specific industries and professions; data regarding the current labor market, training and educational options, major employers and small business development; and other reference material that is related to career planning.
- (13) CAREER COUNSELING: Activities designed to assist individuals in making plans and decisions related to their education, career, or personal development.
- (14) CAREER DEVELOPMENT: Programs that help people to make appropriate decisions regarding the developing sequence of occupational roles of work experiences through which they will move during their working lives.
- (15) CAREER PATHWAY: The term “career pathway” means a combination of rigorous and high – quality education, training, and other services that –  
(A) Aligns with the skill needs of industries in the economy of the State or regional economy involved; (See sec. 3(5) (B) through (G))  
CAREER PLANNING: The term “career planning” means the provision of a client-centered approach in the delivery of services, designed –  
(A) to prepare and coordinate comprehensive employment plans, such as service strategies, for participants to ensure access to necessary workforce investment activities and supportive services, using, where feasible, computer-based technologies; and  
(B) To provide job, education, and career counseling, as appropriate during program participation and after job placement.
- (16) CASE MANAGEMENT: The provision of a customer-oriented approach in the delivery of services that includes the active participation of the customer and is designed to:
- Prepare, coordinate, and monitor comprehensive employment plans and services that may be provided from a variety of agencies and staff, to ensure customer access to the necessary training and supportive services;
  - Provide job and career counseling; and
  - Advocate for the customer while frequently reassessing the customer’s progress and needs.
- (17) CLASSROOM TRAINING: Programs that provide participants with the skills and education that are necessary to secure and retain meaningful employment through training that is conducted in a school setting.
- (18) COLLABORATIVE: A mutually beneficial and well-defined relationship entered into by organizations to achieve common goals. The relationship includes a commitment to mutual relationships and goals; jointly developed structure and shared responsibility; mutual authority and accountability for success; and sharing of resources. It is expected that the collaborative will coordinate activities/services in a manner that transcends individual agency strategies, and will integrate diverse missions, language and cultural concerns to focus on the needs of customers. Collaboration is strengthened by a formal written agreement, which delineates the responsibilities of each entity.

- (19) COMPLIANCE INFORMATION: Information/education designed to help employers meet compliance standards set by the Federal Government, i.e., Americans with Disabilities Act, sexual harassment, etc.
- (20) COMPREHENSIVE ASSESSMENTS: May include diagnostic testing and use of other assessment tools; in-depth interviewing and evaluation, identification of barriers, development of individual employment plan (IEP).
- (21) CONTINUING EDUCATION: Programs, usually offered as adjuncts to community college, college or university programs, which provide noncredit courses for adults who are seeking specific learning experiences on a part-time or short-time basis for personal, academic or occupational development.
- (22) CREDENTIAL: A nationally recognized degree or certificate or State/locally recognized credential. Credentials include, but are not limited to, a high school diploma, GED or other recognized equivalents, post-secondary degrees/certificates, recognized skill standards, and licensure or industry-recognized certificates.
- (23) CUSTOMER SATISFACTION SURVEYS: A process used to assess levels of satisfaction and recommendations for program improvement by customers.
- (24) CUSTOMIZED TRAINING: A training program designed in response to the specific training needs of a company or group of companies which allows the employer(s) to have a direct influence on program content, scheduling, duration, enrollment and selection of participants.
- (25) DEVELOPMENT OF IEP: A tool used to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve employment goals.
- (26) ELIGIBILITY: Refers to an individual's status in relation to his/her qualification to participate in a WIOA funded program. Examples of eligibility criteria for various programs may include residency, age, economic status, serious barriers to employment, plant closure, layoff, etc.
- (27) EMPLOYMENT ACQUISITION: Programs that help people to identify and secure paid employment opportunities that match their aptitude, qualifications, experiences and interests.
- (28) EMPLOYMENT RETENTION: Performance measure – Of those employed in the quarter after exit: Number employed in 3<sup>rd</sup> quarter after exit divided by number employed in quarter after exit. Based on those employed in quarter after exit. Wage records the primary data source, can use supplemental data if not in wage records. Excludes older youth in advanced training/postsecondary education (but not employed) in 3<sup>rd</sup> quarter after exit.
- (29) ENROLLMENT: An eligible participant who has been referred for WIOA Title I-B services and for whom enrollment documents have been completed and entered into the Management Information System (MIS).
- (30) ENTERED EMPLOYMENT RATE: Performance Measure calculated by number employed in quarter after exit divided by number of exiters. Wage records the primary data source. Supplemental data may be used for persons not found in wage records. Excludes adults employed at registration, excludes older youth in advanced training/postsecondary education (but not employed) in quarter after exit. Refers to participants who exit from the program and enter (through

the efforts of the One-Stop system, or through their own efforts) into regular employment. State Unemployment Wage records will be the primary data source for tracking this outcome, therefore, employment is currently defined as an individual showing any amount of earnings in the quarter following exit.

- (31) FOLLOW-UP SERVICES: All participants must receive some form of follow-up services for a minimum of 12 months after exiting the program. The types of services provided must be based on the needs of the individual. Some examples include leadership development; supportive services; regular contact with the employer; job development, career counseling; adult mentoring; and tracking the progress of youth in employment after training.
- (32) GED INSTRUCTION: Programs that provide instruction for adults and eligible minors who have elected to take a series of tests which measure the extent to which they have gained the knowledge, skills and understanding ordinarily acquired through high school education. Instruction and testing focus on writing, social studies, science, reading and mathematics. Individuals who pass the tests receive high school equivalency certificates.
- (33) GROUP COUNSELING: Specific counseling technique in which the counseling approach is provided in a group format. Approach most effective when interpersonal interactions assist in reaching the goals of the individuals in the group. Can be used alone or to augment and individual counseling.
- (34) HIGH SCHOOL DIPLOMA EQUIVALENT: A GED or high school diploma recognized by the State.
- (35) INDIVIDUAL WITH BARRIERS TO EMPLOYMENT: The term "individual with barriers to employment" means a member of 1 or more of the following populations:  
(A) Displaced homemakers;  
(B) Low-income individuals;  
(C) American Indians, Alaska Natives, and Native Hawaiians;  
(D) Individuals with disabilities, including youth who disabilities;  
(E) Older individuals (age 55 or older).  
(F) Ex-offenders  
(G) Homeless individuals (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6))), or homeless children and youths (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 1143a(2))).  
(H) Youth who are in or have aged out of the foster care system;  
(I) Individuals who are English language learners, individuals who have low levels of literacy and individuals facing substantial cultural barriers;  
(J) Eligible migrant and seasonal farmworkers, as defined in section 167(i);  
(K) Individuals within 2 years of exhausting lifetime eligibility under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.);  
(L) Single parents (including single pregnant women);  
(M) Long-term unemployed individuals;  
(N) Individuals who voluntarily disclose their transgender identity or gender nonconforming individuals by selecting "other groups" are determined by the Governor to have barriers to employment.
- (36) IN-KIND CONTRIBUTION: Contributions provided, by a service provider and/or collaborating entities, from non-WIOA sources to support a WIOA Title I-B program.

- (37) INDIVIDUAL COUNSELING: Counseling designed to enable a customer to achieve personal and economic self-sufficiency. Counseling assists customer with the identification of barriers to employment and the development of strategies to overcome the barriers. A primary goal is the development of realistic employment goals based on interests, work values, abilities and the local labor market and the development of an employment plan that includes goal, achievement objectives, action strategies, timetable and progress toward goal. Counselor provides supports and knowledge to enable the customer to make informed career and employment decisions, and the supports needed to make transition to a more self-sufficient life.
- (38) INDIVIDUAL TRAINING ACCOUNT (ITA): Training that is designed to provide services to customers who are in need of training that prepares them for employment in demand occupations in Tulare County. Customers may access training services through training providers who have met eligibility requirement set by California in order to be listed on the state-managed Eligible Training Provider List (ETPL)
- (39) INFORMATION & REFERRAL: The process to link people who need assistance with resources and/or to supply descriptive information about the agencies or organizations which offer services. The I&R process involves establishing contact with the individual, assessing the individual's long and short-term needs, identifying resources to meet those needs, providing a referral to identified resources, and where appropriate, following up to ensure that the individuals needs have been met.
- (40) INITIAL ASSESSMENT: An analysis of skill levels, aptitudes, abilities, and supportive needs of applicants.
- (41) INTAKE: The process of determining an individual's eligibility for WIOA Title I-B services and completing the registration requirements.
- (42) INTAKE/ELIGIBILITY DETERMINATION: A process designed to ensure that target populations or participant categories determined by funding sources receive services for which they are eligible.
- (43) JOB CLUBS: Organizations which sponsor groups for job seekers which provide opportunities for participants to discuss job readiness skills, resume writing and interview techniques; to engage in role plays of job interviews; to share information about current employment opportunities relevant to the skills and interests of the groups; and to discuss and resolve specific barriers to employment that individual members are encountering. The objective of job clubs is to help individual members find employment more quickly and possibly at higher salaries than they could have obtained on their own through a structured support system and a systematic approach to job seeking.
- (44) JOB DEVELOPMENT: Planned and organized efforts to encourage employers or business organizations to make jobs available for WIOA Title I-B participants.
- (45) JOB FAIRS: Programs that sponsor events where representatives from a broad range of employers share information about career options in their particular industry or field, qualifications for specific jobs, training opportunities in specific areas and positions that are currently available with the objective of helping job seekers evaluate career choices and identify and apply for specific job openings.
- (46) JOB READINESS: Programs that provide individual or group training for people who want to learn to be effective in job interview situations.



- (47) JOB SEARCH ASSISTANCE: a service that helps an individual seek, locate, apply for, and obtain a job. It may include but is not limited to, job-finding skills, orientation to the labor market, resume preparation assistance, development of a job search plan, job development, referrals to job openings, job placement services, job finding clubs, job search workshops, vocational exploration, relocation assistance, and basic readjustment services, such as orientation, skills determination and pre-layoff assistance.
- (48) JOB SEARCH TECHNIQUES: Programs that provide individual or group training for people who want to learn general strategies or specific techniques for looking for work which may include use of newspapers to identify job opportunities, networking strategies utilizing friends and professional acquaintances and use of professional organization, executive search firms, employment agencies and community organization that post job vacancies or provide job search/placement services.
- (49) JOB TRAINING: Programs that prepare people for specific types of employment opportunities by providing instructions or experience in utilizing the skills required for the performance of specific job-related tasks and the assumption of specific job-related responsibilities.
- (50) LABOR MARKET INFORMATION: Information on economic conditions, business outlook, labor supply and demand for occupations, wage information, job vacancies, and skills needed for in-demand jobs.
- (51) LABOR MARKET AREA: The term "labor market area" means an economically integrated geographic area within which individuals can reside and find employment within a reasonable distance or can readily change employment without changing their place of residence. Such an area shall be identified in accordance with criteria used by the Bureau of Labor Statistics of the Department of Labor in defining such areas or similar criteria established by a Governor.
- (52) LITERACY INSTRUCTION: Programs offered by a variety of organizations including regular and adult school, libraries, correctional facilities and business and industry that provide reading and writing instruction for adults who are unable to read or write at a functional level.
- (53) LITERACY TESTING: Programs that administer test which measure an individual's ability to read and comprehend writing material and/or to write at a functional level.
- (54) LINKAGE: Any mechanism that connects or ties services together.
- (55) MILITARY SERVICE: Reporting for active duty.
- (56) NON-TRADITIONAL EMPLOYMENT: Refers to occupations or fields of work for which individuals from one gender involved comprise less than 25 percent of the individuals employed in each such occupations or fields of work.
- (57) NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS): Developed as the standard for use by Federal statistical agencies in classifying business establishments for the collection, analysis, and publication of statistical data related to the business economy of the U.S. NAICS was developed under the auspices of the Office of Management and Budget (OMB), and adopted in 1997 to replace the old Standard Industrial Classification (SIC) system.
- (58) OBJECTIVE ASSESSMENT: An examination of the academic levels, skill levels, and service needs of a participant used to develop a service strategy and employment goal(s). Assessments are customer-centered evaluations of a participant's basic skills; education; occupational skills; and

prior work experience. Assessment also includes an evaluation of an individual's employability that takes into account the participant's family situation, attitude towards work, motivation, and behavior patterns affecting employment. Evaluating an individual's interests and aptitudes (including interests and aptitudes for non-traditional occupations), financial resources and needs, supportive service needs, and developmental needs are also essential in providing a thorough objective assessment.

- (59) OCCUPATIONAL INFORMATION NETWORK (O\*NET): A comprehensive database of worker attributes and job characteristics. As the replacement of the Dictionary of Occupational Titles (DOT), O\*NET information is the nation's primary source of occupational information. Information from this database forms the heart of O\*NET Online, an interactive application for exploring and searching occupations. The database also provides the basis for Career Exploration Tools, a set of valuable assessment instruments for workers and students looking to find or change careers.
- (60) OFFENDER: An individual who is or has been subject to
- A. any stage of the criminal justice process, for whom services under WIOA Title I-B may be beneficial; or
  - B. Who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.
- (61) ON-THE-JOB TRAINING (OJT): The term "on-the-job-training" means training by an employer that is provided to a paid participant while engaged in productive work in a job that –
- (A) Provides knowledge or skills essential to the full and adequate performance of the job;
  - (B) Is made available through a program that provides reimbursement to the employer of up to 50 percent of the wage rate of the participant, except as provided in section 134(c)(3)(H), for the extraordinary costs of providing the training and additional supervision related to the training; and
  - (C) Is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.
- (62) OUTCOME: The documented impact on a participant of WIOA Title I-B services or interventions that is stated in terms of measurable indicators.
- (78) OUTREACH (RECRUITMENT): An effort to increase the availability and utilization of a service by specific target populations by providing direct services for targeted individuals in their home and other convenient locations or by making special efforts to ensure that a particular group is aware of available services and encouraged to participate.
- (79) PARTICIPATION: Participation occurs after the registration process of collecting information to support an eligibility determination and begins when the individual receives a staff-assisted WIOA service, which does not include self-service or informational activities.
- (80) PLACEMENT: The hiring of a participant into unsubsidized employment.
- (81) POST-SECONDARY EDUCATION: A program at an accredited degree-granting institution that leads to an academic degree (e.g., AA, AS, BA, BS). Does not include programs offered by degree-granting institutions that do not lead to an academic degree.
- (82) PROGRAM ACTIVITIES: Direct or indirect services provided by a collaborative or outside entities designed to achieve desired outcomes. Examples are adult mentoring, customer

management, computer literacy training, and work experience.

- (83) PROGRAM COMPLETION: Refers to the successful achievement of the pre-specified, overall training objective(s); the term may be used as appropriate, to describe a subcontractor's performance under a financial agreement or a participant's performance in a training activity. Completion of a training program may or may not include job placement, depending on the contract terms and conditions.
- (84) QUALIFIED APPRENTICESHIP: A program approved and recorded by the ETA/Bureau of Apprenticeship and Training (BAT) or by a recognized State Apprenticeship Agency (State Apprenticeship Council). Approval is by certified registration, or other appropriate written credential.
- (85) QUALIFIED STAFF: Individuals that have experience, education, or training that qualifies the individual to conduct the training, or deliver the services contracted for.
- (86) REGISTRATION: The process for collecting information to support an individual's eligibility for services under WIOA Title I (§680.110).
- (87) RESUME PREPARATION ASSISTANCE: Programs that provide individual or group training for people who want to learn to present their skills, education and previous work experience effectively in a written resume or vita.
- (88) RETRAINING: Programs that provide training in new skill areas for people who have been or are about to be laid off and who would otherwise have little opportunity of being re-employed in the same or an equivalent occupation because their current skills are obsolete.
- (89) SCREENING: The process of reference checking and/or administering pre-employment tests for applicants. Pre-employment tests may include skill tests, behavior identification/personality assessments, aptitude tests, achievement tests, drug test etc.
- (90) SERVICE PROVIDER: An entity such as a CBO, an educational institution, or a commercial organization, which delivers services to WIOA participants under contract with the WIB.
- (91) STATEMENT OF WORK: That portion of the RFP and the resulting contract document which describes the work to be performed by means of specifications or other minimum requirements, quantities, performance dates and a statement of the quality expected.
- (92) SUPPORTIVE SERVICES: Services that enable an individual eligible for or required to receive training, who cannot afford to pay for such services, to participate in an education or training program regardless of source of funding. Supportive services include: transportation, health care and mental health care, family/child care, housing or rental assistance, personal financial or legal counseling, supplemental instructional services, needs-based related payments, emergency financial services, etc. Supportive services may only be provided to individuals who are:
- Enrolled in WIOA Title I activities;
  - Unable to obtain supportive services through other programs providing such services;
  - Supportive services may only be provided when they are necessary to enable individuals to participate in WIOA Title I activities. Supportive service needs must be such that, if not addressed, an individual will be unable to participate in program activities.
- (93) TANF: Temporary Assistance for Needy Families replaces AFDC as the primary Federal cash-assistance program for families with children.

- (94) TRANSPORTATION: Services that ensure mobility between home and the location of employment, training, and/or other supportive services.
- (95) TRANSITIONAL JOBS: provide a limited work experience that is subsidized in the public, private, or non-profit sectors for participants with barriers to employment because of chronic unemployment or inconsistent work history or non-profit sectors for participants with barriers to employment because of chronic unemployment or inconsistent work history. Transitional jobs enable the participant to establish a work history, demonstrate work success, and develop skills that lead to unsubsidized employment. If the employer does not hire a participant upon completion of a transitional job, the Service Provider will provide additional services that may include OJT, direct placement, career counseling, and follow-up that leads to employment and job retention.
- (96) VETERAN: RELATED DEFINITION. –  
 (A) VETERAN. The term “veteran” has the meaning given the term in section 101 of title 38, United States Code.  
 (B) RECENTLY SEPARATED VETERAN. – The term “recently separated veteran” means any veteran who applies for participation under this Act with 48 months after the discharge or release from active military, naval, or air service.
- (97) VOCATIONAL REHABILITATION: Programs that enable disabled individuals, people who abuse drugs or alcohol, people who have emotional problems to obtain the training and employment experiences they need to achieve economic self-sufficiency. Services may include vocational evaluation, work adjustment, work experience, training in marketable skills and placement in competitive employment or a sheltered work environment.
- (98) VOCATIONAL TRAINING: Training provided to develop the attainment of job related skills in a particular occupational area and which would prepare the trainee for gainful employment in the area for which training was provided. May include the upgrading of skill levels to meet requirements of new and changing technologies.
- (99) WIOA: The Workforce Innovation Opportunity Act of 2014, which replaces the Workforce Investment Act of 1998.
- (100) WORK-BASED LEARNING: Programs in which an individual agrees to work for an employer for a specified period of time for the purpose of learning a craft, trade or profession in which the employer agrees to provide instruction.
- (101) WORK EXPERIENCE: A time-limited work activity that provides an individual with the opportunity to acquire the general skills and knowledge necessary to obtain employment.
- (102) WORKKEYS PROFILING: A system that consists of profiling (job analysis) that is used to determine the skill requirements of jobs; skill assessment to determine the current skills of individuals; and instructional support to help educator/trainers as they assist learners in improving their skills. These components are linked together with management information and reporting services.
- (103) WORK REGISTRATION: Programs operated by state Employment Development offices that attempt to find suitable employment opportunities for people who have applied for and/or are receiving unemployment benefits or public assistance through TANF, General Relief, Food Stamps or other income maintenance programs that require that certain recipients look for work.

## EXHIBIT G

### CERTIFICATION / ASSURANCES

#### 1. Compliance

In performance of this contract, Service Provider will fully comply with:

- a) The provisions of the Workforce Innovation and Opportunity Act (WIOA), and all legislation, regulations, directives, policies, procedures and amendments issued pursuant thereto;
- b) All legislation and regulations (State and local) to the extent permitted by federal law and all policies, directives and/or procedures, which implement the WIOA.
- c) Title 2, Code of Federal Regulations Part 200 (Uniform Guidance) d). Title 2, Code of Federal Regulations Part 2900 (DOL Exceptions).
- d) The provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to DOL job training programs.
- e) Service Provider will ensure diligence in managing programs under this contract, including performing appropriate monitoring activities and taking prompt corrective action against known violations of the WIOA. Service Provider agrees to conform to the provisions of the WIOA and the contract requirements as referenced in Uniform Guidance, and DOL Exceptions.

This contract contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise and any other agreement between the parties hereto. This contract is not intended to and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the Workforce Investment Board (WIB) and the Service Provider. Service Provider represents and warrants it is free to enter into and fully perform this contract.

#### 2. Certification/Assurances

Except as otherwise indicated, the following certifications apply to all Service Providers.

- a) Corporate Registration: The Service Provider, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.
- b) The Service Provider agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which, prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA. (42 U.S.C.12101 et seq).
- c) Sectarian Activities: The Service Provider certifies that this contract does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- d) National Labor Relations Board: The Service Provider (if not a public entity), by signing this contract, does swear under penalty of perjury, that no more than one final unappeasable finding of contempt of court by a federal court has been issued against the Service Provider within the immediately preceding two-year period because of Service Provider's failure to comply with an order of a federal court, which orders the Service Provider to comply with an order of the National Labor Relations Board (PCC10296).
- e) Prior Findings: Service Provider, by signing this contract, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous contractual agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
- f) Drug-Free Workplace Certification: By signing this contract the Service Provider hereby certifies under penalty of perjury, under the laws of the State of California, that the Service Provider will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- (1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - (2) Establish a Drug-Free Awareness Program as required to inform employees about:
    - the dangers of drug abuse in the workplace;
    - the person's or organization's policy of maintaining a drug-free workplace;
    - any available counseling, rehabilitation and employee assistance programs; and,
    - any penalties that may be imposed upon employees for drug abuse violations.
  - (3) Every employee who works on this contract will:
    - receive a copy of the company's drug-free policy statement; and,
    - agree to abide by the terms of the company's statement as a condition of employment on the contract.
- g) Child Support Compliance Act: In accordance with the Child Support Compliance Act, the Service Provider recognizes and acknowledges:
- (1) The importance of child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California Family Code; and that 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).
- h) Debarment and Suspension Certification: By signing this contract, the Service Provider hereby certifies under penalty of perjury under the laws of the State of California that the Service Provider will comply with regulations implementing Executive Order 12549 (Debarment and Suspension), 29 CFR Section 98.50, and 2 CFR Section 200.213; that the Service Provider, to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
  - (2) Have not within a three year period preceding this contract been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Section 2 of this certification.
  - (4) Have not within a three year period preceding this contract had one or more public transactions (federal, state or local) terminated for cause of default. Where the Service Provider is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.
- i) Lobbying Restrictions: By signing this contract, the Service Provider hereby assures and certifies to the lobbying restrictions in 2 CFR Section 200.450 and in 29 CFR Part 93.
- (1) No federal appropriated funds have been 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 this federal contract, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - (2) If any funds other than federal appropriated funds have been paid or will be paid to any

person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

- (3) The undersigned shall require that the language of the lobbying restrictions be included in the award documents for contract transactions over \$100,000 (per OMB) at all tiers (including contracts and subcontracts, under grants, loan, or cooperative agreements), and that all Service Providers shall certify and disclose accordingly.
  - (4) This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Section 1352. 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 failure.
- j) Priority Hiring Considerations: If this contract includes services in excess of \$200,000, the Service Provider shall give priority consideration in filling vacancies in positions funded by the contract to qualified recipients pursuant to California Public Contract Code Section 10353.
- k) Unenforceable Provision: In the event that any provision of this contract is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this contract force and effect and shall not be affected hereby.
- l) Nondiscrimination Clause:
- (1) The conduct of the parties to this contract will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated there under and the provisions of WIOA, Section 188.
  - (2) As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the Service Provider assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:
    - Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I - financially assisted program or activity;
    - Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;
    - Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
    - The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
    - Title IX of the Education Amendments of 1972, as amended, which prohibit discrimination on the basis of sex in educational programs.
- The Service Provider also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements that grant applicant makes to carry out the WIOA Title I-financially assisted program or activity.
- The Service Provider understands that the United States has the right to seek judicial enforcement of this assurance.
- (3) The Service Provider shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.
  - (4) The Service Provider agrees to conform to nondiscrimination provisions of the WIOA and other federal nondiscrimination requirements as referenced in WIOA Section 188.

m) **Indemnification:**

(1) The following provision applies only if the Service Provider is a governmental entity: Pursuant to California Government Code Section 895.4, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.

(2) The following provision applies only if the Service Provider is a non-governmental entity: The Service Provider agrees to the extent permitted by law, to indemnify, defend and hold harmless the Pass-through Entity, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materials persons, laborers and any other persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by the Service Provider in the performance of this contract.

Failure to comply with all requirements of the certifications may result in suspension of payment under this contract or termination of this contract, or both, and the Service Provider may be ineligible for award of future contracts if the WIB determines that any of the following has occurred:

(1) False information on the certifications, or

(2) Violation of the terms of the certifications by failing to carry out the requirements as noted above.

n) **Salary and Bonus Limitations:** In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006, shall be used by a recipient or Service Provider to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in Uniform Guidance 2 CFR Part 200, and the DOL Exceptions 2 CFR Part 2900. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from recipients of such funds, taking into account factors including the relative cost-of-living in the States, the compensation levels for programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter Number 5-06 for further clarification. The incurrence of costs and receiving reimbursement for these costs under this award certifies that your organization has read the above special condition and is in compliance.

o) **Federal Funding Accountability and Transparency Act (FFATA):** As required by the FFATA, recipients of federal awards are required to report sub-award and executive compensation information. By signing this contract the Service Provider hereby assures and certifies to comply with the provisions of FFATA, which includes requirements referenced in Uniform Guidance 2 CFR Part 200, and DOL Exceptions 2 CFR Part 2900.

p) **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Service Provider shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) Subject to cease and desist order not subject to review issued pursuant to California Water Code Section 13301 for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

**3. Standards of Conduct**

The following standards apply to all Service Providers:

a) **General Assurance:** Every reasonable course of action will be taken by the Service Provider in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and



questionable or improper conduct. This contract will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. The Service Provider agrees to conform to the nondiscrimination requirements as referenced in WIOA Section 188.

- b) Avoidance of Conflict of Economic Interest: An executive or employee of the Service Provider, an elected official in the area or a member of the Local Board, will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by the Service Provider. Supplies, materials, equipment or services purchased with contract funds will be used solely for purposes allowed under this contract. No member of the Local Board will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.

#### 4. Coordination

Service Provider will, to the maximum extent feasible, coordinate all programs and activities supported under this part with other programs under the WIOA, including the Wagner-Peyser Act, Title 38 of the United States Code, and other employment and training programs at the state and local level.

#### 5. Subcontracting

- a) Any of the work or services specified in this contract which will be performed by other than by the Service Provider will be evidenced by a written agreement specifying the terms and conditions of such performance.
- b) The Service Provider will maintain and adhere to an appropriate system, consistent with federal, state and local law, for the award and monitoring of contracts which contain acceptable standards for insuring accountability.
- c) The system for awarding contracts will contain safeguards to insure that the Service Provider does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

#### 6. Insurance

Except for city and county governmental entities, Service Providers must provide the WIB evidence of the coverage specified in a, b, c and d below. The evidence of coverage shall include the registration number of the contract for identification purposes.

- a) Service Provider will provide general liability insurance with a combined limit of \$1,000,000 or public liability and property damage coverage with a combined limit of not less than \$2,000,000.
- b) Service Provider will provide broad form automobile liability coverage with limits as set forth III (b) above, which applies to both owned/leased and non-owned automobiles used by the Service Provider or its agents in performance of this contract. Or, in the event that the Service Provider will not utilize owned/leased automobiles but intends to require employees, trainees or other agents to utilize their own automobiles in performance of this contract, Service Provider will secure and maintain on file from all such employees, trainees or agents a self-certification of automobile insurance coverage.
- c) Service Provider will provide worker's compensation insurance, which complies with provisions of the California Labor Code, covering all employees of the Service Provider and all participants enrolled in work experience programs. Medical and Accident Insurance will be carried for those participants not qualifying as "employee" (Section 3350, et seq. of the California Labor Code) for worker's compensation.
- d) The WIB will be named as "Certificate Holder" of policies secured in compliance with paragraphs 6{a-d) above and will be provided certificates of insurance or insurance company "binders" prior to any disbursement of funds under this contract, verifying the insurance requirements have been

complied with. The coverage noted in paragraphs 6(b) and 6(c) above must contain the following clauses:

- (1) Insurance coverage will not be canceled or changed unless 30 days prior to the effective date of cancellation or change written notice is sent by the Service Provider to the WIB:  
Workforce Investment Board of Tulare County  
309 W. Main St., Suite 120  
Visalia, CA 93291
- (2) WIB, its officers, agents, employees and servants are included as additional insured, but only insofar as the operations under this contract are concerned.
- (3) The WIB is not responsible for payment of premiums or assessments on this policy.

The Service Provider agrees that the liability insurance herein provided for shall be in effect at all time during the term of this agreement. In the event said insurance coverage expires at any time or times during the time of this contract, the Service Provider agrees to provide, at least 30 days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement.

#### **7. Resolution**

The Service Provider must provide the WIB with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of this contract. Preferably resolutions should authorize a designated position rather than a named individual.

#### **8. Funding**

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract was executed after that determination was made. This contract is valid and enforceable only if:

- (1) sufficient funds are made available of the appropriate state fiscal years covered by this contract for the purposes of this program, and
- (2) sufficient funds available to the state by the United States Government for the fiscal years covered by this contract for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this contract in any manner.
  - a) At the expiration of the terms of this contract or upon termination prior to the expiration of this contract, funds not obligated for the purpose of this contract will be immediately remitted to the WIB, and no longer available to the Service Provider.
  - b) The WIB retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing the Service Provider is given prompt notice and the opportunity for an informal review of the WIB's decision. The WIB Executive Director or designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of the Service Provider or a Subcontractor of the Service Provider to comply with the provisions of this contract, or with the WIOA or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.
  - c) The Service Provider shall be liable to the WIB for all funds not expended in accordance with WIOA, and shall return to the WIB all of those funds.

#### **9. Accounting and Cash Management**

- a) Service Provider will comply with controls, record keeping and fund accounting procedure requirements of WIOA, federal, state, and local regulations, and directives to ensure the proper

disbursal of, and accounting for, program funds paid to the Service Provider and disbursed under this contract.

- b) Service Provider will submit requests for cash to coincide with immediate cash needs and assure that no excess cash is on deposit in their accounts or the accounts of any sub-contracting Service Provider in accordance with procedures established by the WIB. Failure to adhere to these provisions may result in suspending cash draw down privileges and providing funds through a reimbursement process.
- c) The WIB retains the authority to adjust specific amounts of cash requested if the WIB's records and subsequent verification with the Service Provider indicate that the Service Provider has an excessive amount of cash in its account.
- d) Income (including interest income) generated as a result of the receipt of WIOA activities, will be utilized in accordance with policy and procedures established by the WIB. Service Provider will account for any such generated income separately.
- e) Service Provider shall not be required to maintain a separate bank account but shall separately account for WIOA funds on deposit. All funding under this contract, will be made by check or wire transfer payable to the Service Provider for deposit in Service Provider's bank account. To provide for the necessary and proper internal controls, funds should be withdrawn and disbursed by no less than two representatives of the Service Provider. The WIB will have a lien upon any balance of WIOA funds in these accounts, which will take priority over all other liens or claims.

#### **10. Amendments**

This contract may be unilaterally modified by the WIB under the following circumstances:

- a) There is an increase or decrease in federal or state funding levels.
- b) A modification to the contract is required in order to implement an adjustment to a Service Provider's plan.
- c) Funds awarded to the Service Provider have not been expended in accordance with the schedule included in the approved Service Provider's plan. After consultation with the Service Provider the WIB determines 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 state and federal law, regulations and policies, reverting to the WIB.
- d) There is a change in state and federal law or regulation requiring a change in the provisions of this contract.
- e) An amendment is required to change the Service Provider's name as listed on this contract. Upon receipt of legal documentation of the name change the WIB will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

Except as provided above, this contract may be amended only in writing by the mutual agreement of both parties.

#### **11. Reporting**

Service Provider will compile and submit reports of activities, expenditures, status of cash, and closeout information by the specified dates as prescribed by the WIB. All expenditure reports must be submitted upon the accrual basis of accounting. Failure to adhere to the reporting requirements of this agreement will result in funds not being released.

#### **12. Termination**

This contract may be terminated in whole or in part for either of the two following circumstances:

- a) Termination for Convenience - Either the WIB or the Service Provider may request a termination, in whole or in part, for convenience. The Service Provider will give a thirty (30) calendar-day advance notice in writing to the WIB. The WIB will give a thirty (30) calendar-day advance notice in writing to the Service Provider.

- b) Termination for Cause - The WIB may terminate this contract in whole or in part when it has determined that the Service Provider has substantially violated a specific provision of the WIOA regulations, the Uniform Guidance 2 CFR Part 200, or implementing state legislation, and corrective action has not been taken.
- c) All notices of termination must be in writing and be delivered personally or by deposit in the U.S. Mail, postage prepaid, "Certified Mail-Return Receipt Requested", and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U.S. Postal Service.

Notices to the Service Provider will be addressed to:

Mike Boudreaux  
 Sheriff-Coroner  
 Tulare County Sheriff's Department  
 2404 W. Burrel Avenue  
 Visalia, CA 93291

Notices to the WIB will be addressed to:

Adam Peck  
 Executive Director  
 Workforce Investment Board  
 309 W. Main Street  
 Visalia, CA 93291

**13. Records**

- a. If participants are served under this contract, the Service Provider will establish CalJOBS, a participant data system as prescribed by the WIB.
- b. Service Provider will retain all records pertinent to this contract for a period of three years from the date of final payment of this contract. If, at the end of three years, there is litigation or an audit involving those records, the Service Provider will retain the records until the resolution of such litigation or audit. See 2 CFR Section 200.333-337.
- c. The WIB, EDD and the County of Tulare (refer 2 CFR Section 200.500-521) will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this contract.

For purposes of this section, "access to" means that the Service Provider shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this agreement. The Service Provider 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 the contract. Service Provider's performance under the terms and conditions herein specified will be subject to an evaluation by the WIB of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

**14. Audits**

- a. The Service Provider will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. All governmental and non-profit organizations must follow the audit requirements (single audit or program-specific audit requirement) of Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900.
- b. The WIB and/or auditors performing monitoring or audits of the Service Provider, or its sub-contracting service providers, will immediately report to the EDD any incidents of fraud, abuse or other criminal activity in relation to this contract, the WIOA, or its regulations.

**15. Disallowed Costs**

Except to the extent that the WIB determines it will assume liability, the Service Provider will be liable for and will repay, to the WIB, any amounts expended under this contract found not to be in accordance with WIOA including, but not limited to, disallowed costs. Such repayment will be from funds (Non-Federal), other than those received under the WIOA.

**16. Conflicts**

- a. Service Provider will cooperate in the resolution of any conflict with WIB that may occur from the activities funded under this contract.
- b. In the event of a dispute between the WIB and the Service Provider over any part of this contract, the dispute may be submitted to non-binding arbitration upon the consent of both the WIB and the Service Provider.

An election for arbitration pursuant to this provision will not preclude either party from pursuing any remedy for relief otherwise available.

**17. Grievances and Complaint System**

Service Provider will establish and maintain a grievance and complaint procedure in compliance with the WIOA section 181, the OMB Guidance, the Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, federal regulations and state and county statutes, regulations and policy.

**18. Property**

All property, whether finished or unfinished documents, data, studies and reports prepared or purchased by the Service Provider under this contract, will be disposed of in accordance with the direction of the WIB. In addition, any tools and/or equipment furnished to the Service Provider by the WIB and/or purchased by the Service Provider with funds pursuant to this contract will be limited to use within the activities outlined in this contract and will remain the property of the EDD and/or the WIB. Upon termination of this contract, Service Provider will immediately return such tools and/or equipment to the WIB or dispose of them in accordance with the direction of the WIB.

**19. Intellectual Property Provisions**

a. Federal Funding

In any subgrant funded in whole or in part by the federal government, WIB may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the contract, 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.

b. Ownership

- (1) Except where WIB has agreed in a signed writing to accept a license, WIB 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 Service Provider or WIB and which result directly or indirectly from this contract.
- (2) For the purposes of this contract, 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, maskworks, 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 WIB, 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 purposes 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 contract, Service Provider may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this contract. In addition, under this contract, Service Provider may access and utilize certain of WIB's intellectual property in existence prior to the effective date of this contract. Except as otherwise set forth herein, Service Provider shall not use any of WIB's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of WIB. Except as otherwise set forth herein, neither the Service Provider nor WIB shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this contract, Service Provider accesses any third-party Intellectual Property that is licensed to WIB, Service Provider agrees to abide by all license and confidentiality restrictions applicable to WIB in the third-party's license agreement.
  - (4) Service Provider agrees to cooperate with WIB in establishing or maintaining WIB's exclusive rights in the Intellectual Property, and in assuring WIB's sole rights against third parties with respect to the Intellectual Property. If the Service Provider enters into any agreements or subcontracts with other parties in order to perform this contract, Service Provider shall require the terms of the agreement(s) to include all Intellectual Property provisions of paragraph 19(a) through 19(i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to WIB all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Service Provider or WIB and which result directly or indirectly from this contract or any subcontract.
  - (5) Pursuant to paragraph 19(b)(4), the requirement for the Service Provider to include all Intellectual Property Provisions of paragraph 19(a) through 19(i) in all agreements and subcontracts it enters into with other parties does not apply to contracts or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 663.700-730.
  - (6) Service Provider further agrees to assist and cooperate with WIB 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 WIB'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 Service Provider or WIB and which result directly or indirectly from this contract, Service Provider 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 contract. Service Provider hereby grants to WIB, 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 Service Provider's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this contract, unless Service Provider 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 Service Provider from

using any ideas, concepts, know-how, methodology or techniques related to its performance under this contract, provided that Service Provider's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of WIB or third party, or result in a breach or default of any provisions of paragraph 19(a) through 19(i) or result in a breach of any provisions of law relating to confidentiality.

d. Copyright

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

e. Patent Rights

With respect to inventions made by Service Provider in the performance of this contract, which did not result from research and development specifically included in the contract's scope of work, Service Provider hereby grants to WIB a license as described under paragraph 19(c) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the contract's scope of work, then Service Provider agrees to assign to WIB, without addition compensation, all its right, title and interest in and to such inventions and to assist WIB in securing United States and foreign patents with respect thereto.

f. Third-Party Intellectual Property

Except as provided herein, Service Provider agrees that its performance of this contract shall not be dependent upon or include any Intellectual Property of Service Provider or third party without first: (i) obtaining WIB's prior written approval; and (ii) granting to or obtaining for WIB, without additional compensation, a license, as described in paragraph 19(c), for any of Service Provider's or third-party's Intellectual Property in existence prior to the effective date of this contract. If such a license upon these terms is unattainable, and WIB determines that the Intellectual Property should be included in or is required for Service Provider performance of this contract, Service Provider shall obtain a license under terms acceptable to WIB.

g. Warranties

- (1) Service Provider represents and warrants that:
  - (a) It has secured and will secure all rights and licenses necessary for its performance of this contract.
  - (b) Neither Service Provider's performance of this contract, nor the exercise by either Party of the rights granted in this contract, 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 Service Provider or WIB

and which result directly or indirectly from this contract 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 Service Provider.

- (c) Neither Service Provider'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) Of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.
  - (f) 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 WIB in this contract.
  - (g) It has appropriate systems and controls in place to ensure that state and federal funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
  - (h) 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 Service Provider's performance of this contract.
- (2) **WIB makes no warranty that the intellectual property resulting from this contract does not infringe upon any patent, trademark, copyright or the like now existing or subsequently issued.**
- h. **Intellectual Property Indemnity**
- (1) Service Provider shall indemnify, defend and hold harmless WIB 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 Service Provider 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 Service Provider pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of WIB'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 Service Provider or WIB and which result directly or indirectly from this contract. 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 contract. WIB reserves the right to participate in and/or control, at Service Provider's expense, any such infringement action brought against WIB.
  - (2) Should any Intellectual Property licensed by the Service Provider to WIB under this contract become the subject of an Intellectual Property infringement claim, Service Provider will exercise its authority reasonably and in good faith to preserve WIB's right to use the license Intellectual Property in accordance with this contract at no expense to



WIBWIB shall have the right to monitor and appear through its own counsel (at Service Provider's expense) in any such claim or action. In the defense or settlement of the claim, Service Provider may obtain the right for WIB 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, WIB may be entitled to a refund of all monies paid under this contract, without restriction or limitation of any other rights and remedies available at law or in equity.

- (3) Service Provider agrees that damages alone would be inadequate to compensate WIB for breach of any term of these Intellectual Property provisions of paragraph 19(a) through 19(i) by Service Provider. Service Provider acknowledges WIB would suffer irreparable harm in the event of such breach and agrees WIB 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 contract or any project schedule.

## 20. Confidentiality Requirements

The WIB and the Service Provider will exchange various kinds of information pursuant to this contract. That information will include a participant data system, and other 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 EDD, the California Department of Social Services, the California Department of Education, the California Department of Corrections and Rehabilitation, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs. The WIB and Service Provider agree that:

- a. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- b. Each party shall provide security sufficient to ensure 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.
- c. The Service Provider agrees that information obtained under this contract will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this agreement.
  - (1) Aggregate Summaries: All reports and/or publications developed by the Service Provider based on data obtained under this agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
  - (2) Publication: Prior to publication, Service Provider shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to California Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
  - (3) Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.

- d. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.
- e. The Service Provider shall notify WIB's Information Security Office of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (559) 713-5200. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets.  
The Service Provider shall cooperate with the WIB in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied.

If the Service Provider learns of a breach in the security of the system which contains confidential data obtained under this contract, then the Service Provider must provide notification to individuals pursuant to California Civil Code Section 1798.82.

- f. The Service Provider shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this contract. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
- g. At no time will confidential data obtained pursuant to this agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- h. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in Section 1798.55 of the California Civil Code, Section 502 of the California Penal Code, Section 2111 of the California Unemployment Insurance Code, Section 10850 of the California Welfare and Institutions Code and other applicable local, state and federal laws.
- i. Each party 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.
- j. Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- k. If the WIB or Service Provider enters into an agreement with a third party to provide WIOA services, the WIB or Service Provider 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.
- l. This subcontract may allow an individual to register for resume-distribution services at the same time the individual enrolls in CalJOBS(SM). Service Provider shall ensure that all such subcontracts comply with the intellectual property requirements of paragraph 19 of this contract, the confidentiality requirements of paragraph 20 of this contract and any other terms of this contract that may be applicable. In addition, the following requirements must be included in the subcontracts:
  - (1) All client information submitted over the internet to the WIB's and Service Provider's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL)

encryption. Clients' social security numbers must be stored in a separate database within the WIB's network of servers, and protected by a firewall and a secondary database server firewall or AES1 data encryption. If a Service Provider receives client social security numbers or other confidential information in the course of business, for example a resume-distribution service that provides enrollment in CalJOBS(SM), social security numbers must be destroyed within two days after the client registers for CalJOBS(SM). If a Service Provider obtains confidential information as an agent of the WIB, the contract must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. Social security numbers and other client specific information shall not be retained for more than three years after a client completes services. The WIB should extend this period, only if any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three-year retention period. In this case the records should be maintained until completion of the action and resolution of all issues arising from it, or until the close of the three-year retention period, whichever is later. See 2 CFR 200.333.

- (2) Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the Service Provider's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the contract.
  - (3) An AJCC client must still be given the option to use the AJCC's services, including CalJOBS(SM), even if he or she chooses not to use any services of the Service Provider. This option shall be prominently, clearly and immediately communicated to the client upon registration within the AJCC or for CalJOBS(SM), the Service Provider's resume-distribution services, or any other services Service Provider offers to the client or the AJCC Operator.
  - (4) The Service Provider must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services the subcontractor offers. The Service Provider shall not use a client's personal and/or demographic information without the client's prior permission. A link to the WIB's and Service Provider's Privacy Policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
  - (5) When the WIB modifies State automated systems such as the State CalJOBS(SM) System, it shall provide reasonable notice of such changes to the Service Provider. The Service Provider shall be responsible to communicate such changes to the AJCC.
- m. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation. As of this date, the following are those individuals:

Workforce Investment Board of Tulare County		Tulare County Sheriff's Department	
Name	Carlene Estes	Name	Susanna Reyce
Title	Program Coordinator	Title	Inmate Programs
Address	309 W. Main St., Suite 120	Address	36168 Road 112
City, State, Zip	Visalia, CA 93291	City, State, Zip	Visalia, CA 93291
Telephone	(559) 713-5200	Telephone	(559) 735-1641

n. Signatures

This contract is of no force and effect until signed by both of the parties hereto. Service Provider will not commence performance prior to the beginning of this contract.