



REQUEST FOR PROPOSALS (RFPs)

YOUTH EMPLOYMENT AND TRAINING RFP for LAKE COUNTY

WORKFORCE INVESTMENT ACT
TITLE I-B

ISSUED BY:
NAPA-LAKE WORKFORCE INVESTMENT BOARD

Date Issued: March 7, 2012
Deadline for Submissions: April 12, 2012 at 5:00 p.m.

An Equal Opportunity Employer
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To Individuals with Disabilities

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PROPOSED SCHEDULE FOR RFP

PLEASE NOTE: The following proposed schedule is presented for informational purposes only. All dates are subject to change at the NLWIB's sole discretion.

<u>ACTIVITY</u>	<u>DATE</u>
Release of Request for Proposals (RFPs).....	3/7/12
Respondent's RFP Conference	3/12/12 @ 11:00 a.m.
650 Imperial Way, Suite 103, Napa CA	
Requests for Clarifications Due	3/13/12
Posting of Responses to Clarifications	3/16/12
Proposals Due	4/12/12 by 5:00 p.m.
Letter of Intent Issued	4/26/12
Contract Negotiations	Week of 4/30/12
Award Recommendation Issued.....	5/7/12
Napa County Board of Supervisors Contract Approval.....	6/12/12
Services Begin.....	7/1/2012

Contact Julia Smith by close of business on March 11, 2012 to confirm your attendance at the conference(s). 707-299-1765 or email Julia.Smith@countyofnapa.org

A. INTRODUCTION

Workforce Investment Act of 1998 (WIA) On August 7, 1998, President Clinton signed into law the Workforce Investment Act of 1998 to be effective July 1, 2000. The WIA reformed federal job training programs and created a new, comprehensive workforce system. Funds are allocated to the county to provide services to adult, dislocated workers and youth. Since the establishment of the Workforce Investment Act (WIA), the NLWIB has been operating a youth program designed to assist youth to obtain long-term academic and employment success and to provide a means to develop the potential of youth as citizens, employees and leaders in the community.

The Youth Employment and Training Program is based on the WIA of 1998 to make available the 10 required program elements to youth who are served by the WIA funds. The program blends youth development and workforce training activities. These program elements are designed to fill the gaps in the lives of youth who may lack the educational, and/or social framework to prepare them in making a successful transition to adulthood, and further education and employment opportunities.

The Napa-Lake Workforce Investment Board (NLWIB) is an advisory board formed by and under the jurisdiction of Napa County, and therefore, all references in this document for RFPs to “NLWIB” or “WIB” are intended to incorporate by reference and include Napa County. The NLWIB is comprised of members representing business, education, labor, social services, local government, community-based organizations, and state agencies, in accordance with the federal Workforce Investment Act of 1998 (WIA). Under federal law, the Board is tasked with policy planning and oversight of the workforce system.

Napa County and the NLWIB as the policy and oversight body created under the Workforce Investment Act, are seeking proposals from qualified agencies to administer the Workforce Invest Act (WIA) Title I-B year-round youth employment and training program within Lake County.

This RFP document provides potential respondents with vital background information, and describes the desired services and guidelines for the proposal and the contractor selection process.

Respondents are expected to rely on public law in the preparation and execution of program services solicited under the RFP. Acceptable proposals must meet the specifications contained in the RFP, the requirements of the federal Workforce Investment Act (WIA), the NLWIB’s Five-Year Strategic Plan, and all applicable policies and regulations. Respondents will have experience specific to youth employment programs and demonstrated ability to perform services they are applying to provide.

This RFP was developed pursuant to 20 CFR Part 652, et. al, the Final Rules for the Workforce Investment Act and the Workforce Investment Act of 1998. Procurement transactions by the NLWIB are conducted in a manner providing full and open competition, consistent with standards codified at 29 CFR Part 97 and 29 CFR Part 95.

Roles and Responsibilities of the Napa-Lake Workforce Investment Board:

1. Oversee and evaluate the management and operations of all programs funded by the NLWIB;
2. Allocate funds;
3. Monitor Contractors' performance, quality of service, and cost effectiveness, and report on performance to the Board of Supervisors;
4. Develop and provide technical assistance to Contractor's staff;
5. Inform contractors of federal and state policies, procedures, and rules that may impact the operations of the program(s), and give assistance as needed to implement them accordingly;
6. Receive input and advice from the Youth Council comprised of local individuals interested in youth-related issues;
7. Prepare grant plans and/or modifications as required for all funding sources; and
8. Ensure compliance with all rules, regulations, and procedures issued by all funding sources.

The roles and responsibilities may be refined and changed as:

1. Federal and State law and requirements are enacted and implemented covering the workforce development system;
2. Regulations and procedures are developed or changed by the U.S. Department of Labor; and
3. The NLWIB adopt local direction and procedures.

B. GENERAL PROVISIONS

The following general provisions are instructions to Respondents and applicable to proposals submitted for the Youth Employment and Training RFP:

1. Submission of Proposal.

The proposal must be submitted at or before **5:00 pm on April 12, 2012** and may be delivered in person, by commercial courier service or by US Postal Service to the attention of:

Laurie Harty, Secretary
Napa-Lake Workforce Investment Board
650 Imperial Way, Suite 100
Napa, California 94559

By submitting a proposal, the respondent represents and warrants that:

1) The information provided is genuine and not a sham, collusive, or made in the interest or in behalf of any party not therein named, and that the respondent has not directly or indirectly induced or solicited any other respondent to put in a sham proposal, or any other respondent to refrain from presenting information and that the prospective provider has not in any manner sought by collusion to secure an advantage.

2) The respondent has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of an exclusive operating area, to any employee, official, or existing contracting consultant of Napa County.

Proposals and amendments to the proposals received after the date and time specified above will be rejected without consideration or evaluation and returned to the Respondent unopened. Faxed or electronically submitted proposals will not be accepted.

Respondents shall submit one (1) original and four (4) copies of its proposal in a sealed package. The package should be addressed as shown above, bearing the Respondent's name and address and clearly marked proposal title, "**Youth Employment and Training Program for Lake County**". It is recommended that proposals be submitted on paper that is made from at least 30% recycled content and printed on both sides of the page (duplex).

Proposals received with insufficient copies cannot be properly disseminated to the Review Committee and other reviewers for necessary action and therefore may be deemed non-responsive to the RFP and rejected without further evaluation.

Respondents shall be entirely responsible for any consequences resulting from any inadvertent opening of unsealed or improperly identified packages. It is the Respondent's sole responsibility to see that its proposal is received as required.

The Respondents may withdraw a proposal by submitting a written request for its withdrawal to Julia Smith, WIA Staff Analyst, and signed by the respondent or an authorized agent at any time prior to the proposal submission deadline. The respondent may thereafter submit a new proposal prior to the deadline. Modifications offered in any manner, oral or written, will not be considered after the deadline unless requested by NLWIB or Napa County.

It is the NLWIB's intent that all Respondents obtain the full content of the Request for Proposals (RFP) and all addenda via the NLWIB's website located at: www.napaworkforce.org or Napa County's website located at: www.countyofnapa.org. Please note that the NLWIB and Napa County will not be responsible for mailing any addenda. All addenda will be published on the NLWIB's website. Respondents are encouraged to check the website regularly since each Respondent will be responsible for downloading the RFP and all addendums.

2. Non-Mandatory Respondent's Conference.

A respondent's conference will be held to give prospective respondents the opportunity to meet with WIB staff that will be available to respond to questions. **The Youth Training and Employment Program for Lake County conference will be held at 11:00 a.m. on March 12, 2012. The conference will be held at the WIB administrative offices, 650 Imperial Way, Suite 103, Napa California.** Attendance is not mandatory, but prospective Respondents are encouraged to attend in person. No more than a total of three (3) attendees should attend representing any potential respondent. Minutes of the respondent's conference will be added to the RFP as an addendum and posted on the NLWIB website @ www.napaworkforce.org and Napa County's website @ www.countyofnapa.org. Any unanswered questions from the meeting will be addressed and added to the same addendum as the minutes. Questions not asked at the respondent's conference, must be put in writing and must be received by the NLWIB by 5:00 p.m. on March 13, 2012. All questions and requests for clarification received after the respondent's conference, along with the answers provided, will be added to the RFP as a separate addendum and published on both the NLWIB and Napa County websites.

Changes to the RFP, if any, will also be addressed through the issuance of an addendum to the RFP. Any addendum added to the RFP should be published on the NLWIB and Napa County websites and available by March 16, 2012.

3. Examination of Proposal Documents

By submitting a Proposal, the Respondent indicates that it has thoroughly examined and become familiar with the services required under the RFP and that it is capable of performing the quality of services necessary to achieve the NLWIB's objectives.

4. Addenda.

The NLWIB reserves the right to revise the RFP documents. Any NLWIB changes to the requirements will be made by written addenda to the RFP. Any written addenda issued pertaining to the RFP may be incorporated into the terms and conditions of any contract resulting from the RFP. Addenda will be posted on the NLWIB and Napa County websites. It is the Respondent's responsibility to check the NLWIB or Napa County websites to determine if any addenda have been issued. The NLWIB will not be bound to any modifications to or deviations from the requirements set forth in the RFP as the result of oral instructions. Respondents shall acknowledge all posted addenda in their proposal. Failure to acknowledge all posted addenda may cause the proposal to be deemed non-responsive to the RFP and rejected without further evaluation.

5. NLWIB's Rights.

The NLWIB may investigate the qualifications of any Respondent under consideration, require confirmation of information furnished by a Respondent, and require additional evidence of qualifications to perform the Scope of Work described in the RFP. The NLWIB reserves the right to:

- Issue new or subsequent RFPs;
- For any reasons, reject any and all proposals;
- For any reasons, withdraw or cancel this RFP, or any part thereof at any time without prior notice and the NLWIB makes no representations that any contract will be awarded to any Respondent responding to the RFP;
- Require confirmation of information furnished by Respondent or for the Respondent to provide additional evidence of qualifications to perform the work or to obtain information from any source that has the potential to improve the understanding and evaluation of the proposals;
- Reject the proposal of any respondent who previously failed to perform properly, or complete on time, contracts of a similar nature;
- Reject the proposal of any respondent who is in default of the payment of taxes, or other monies due to NLWIB or Napa County;

- Postpone RFPs openings for its own convenience;
- Release the proposals, received as public information, upon request after negotiations have been complete and an award recommendation has been made (submitted proposals are not to be copyrighted);
- Remedy or overlook technical errors in the RFP process;
- Appoint an Evaluation Committee to review the proposals;
- Establish a short list of Respondents eligible for interview after review of written proposals;
- Negotiate with any, all or none of the Respondents to the RFP;
- Solicit best and final offers from all or some of the Respondents;
- Award a contract to one or more Respondents; and
- Waive informalities and minor irregularities in the submitted proposals.

6. Proposal Preparation Expenses.

The NLWIB shall not, in any event be liable for any expenses incurred by Respondent in the preparation of its proposal. Respondent shall not include any such expenses as part of its proposal. Proposal preparation expenses include the following: attendance at the non-mandatory pre-submittal conference; costs incurred in preparation of this proposal; submitting the proposal to the NLWIB; negotiating with the NLWIB on any matter related to the RFP; or, any other expenses incurred by Respondent prior to the date an agreement is executed.

7. Right to Reject.

Issuance of the RFP in no way constitutes a commitment by the NLWIB to award a contract. All responses become the property of the NLWIB. The NLWIB reserves the right to accept proposals, award proposals and/or not award proposals on individual items listed, on group items, or on the proposal as a whole; to request clarification of information submitted; to request additional information from any source, which may include competitors; to waive any informality in the proposals; to waive any irregularity in the submission and review process; to reject any and all submittals; and to accept the proposal that appears from all considerations to be in the best interest of the NLWIB. The NLWIB also reserves the right to modify the scope of work subsequent to the selection process without re-issuing the RFP.

8. Non Return of Proposals.

None of the materials submitted will be returned to the Respondent unless they are not submitted in a timely manner.

9. Provision of Information to Respondents.

Any documents provided by the Respondents are considered confidential until a recommendation for award has been made. After that, the information is public record and will be provided to anyone who requests it. However, if the documents contain any proprietary information, the portion of the documents containing the proprietary information will be withheld. Proprietary information should be clearly marked and include an explanation of why information is proprietary. If the withholding of information marked Proprietary is challenged in court, any cost to defend the withholding of information will be the sole responsibility of the respondent who marked the information proprietary. After an award recommendation has been made, NLWIB staff also may share with an unsuccessful Respondent the reasons that the Respondent's proposal was not selected.

10. Contract Period.

The term of the contract for the program shall be for a one-year period beginning July 1, 2012 and ending June 30, 2013. At its discretion, based on performance and funding availability and adherence to WIA and contract requirements, the NLWIB and Napa County may extend the length of contracts for an additional year, not to exceed a total of three (3) years. The contract budget shall be renewed annually based on the availability of funds.

11. Estimated Funding Distribution Chart

The estimated funding amounts are subject to change.

Youth Employment & Training – Lake County	\$230,000
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12. Appeals.

The County's appeals process is as follows:

1) Filing of Protest. Protests may only be filed by a Respondent who is aggrieved in connection with the solicitation or award of a contract issued through a formal sealed solicitation. Such protests must be filed in writing with:

Napa County
Purchasing Agent
1195 Third Street, Room 310
Napa, CA 94559

2) Protests must be filed in writing within five (5) working days from the time of the occurrence generating the protest. Protests may be sent via facsimile

to (707) 253-4176. Protests received after this time will not be considered. Any protest shall include the following information:

- a) The date and action taken resulting in a protest, and
- b) Identification of the material issue, including a detailed explanation of the basis for the protest and the remedy sought.

3) Resolution Process.

a) Informal Resolution. Upon receipt of a protest, the Purchasing Agent will convene, at the earliest possible convenience, discussions between the protesting party and appropriate County staff to seek informal resolution and/or to clarify the issues.

b) Response to Protest/Appeal. If the protest is not resolved by mutual agreement, the Purchasing Agent shall provide a written response to the protesting party within fifteen (15) working days following the informal meeting. County Counsel shall be consulted before the written response is issued. The response shall state the Purchasing Agent's decision, the facts supporting the decision, and shall inform the protesting party of its right to appeal the decision to the Board of Supervisors.

4) Appeal to the Board of Supervisors.

In the event that the informal resolution procedure is unsuccessful, the protesting party may request an appeal hearing before the Board of Supervisors by filing a written request with the Clerk of the Board no later than five (5) working days after notification of the Purchasing Agent's decision. Any appeal hearing shall be scheduled within thirty (30) working days from the date the request is received by the Clerk of the Board. The Clerk of the Board shall notify the appellant by personal service of the scheduled hearing date not less than ten (10) working days from the date of hearing.

The appellant shall have the right to testify at the hearing, to be represented by counsel, to present witnesses on his/her behalf, and to present oral and written documents and evidence on the issue(s).

After the conclusion of the hearing, the Board of Supervisors shall make findings of fact and a decision concerning the issue(s).

5) Stay of Procurement Action during a Protest.

In the event of a timely protest under this section, the County shall not proceed further with the solicitation or the award of the contract or purchase order until the protest is resolved, unless the Purchasing Agent, in

consultation with the head of the relevant County department and County Counsel, makes a written determination that the award of the contract without further delay is necessary to protect a substantial interest of the County.

13. Additional Information.

The NLWIB reserves the right to request additional information not included in this RFP from any or all Respondents after April 12, 2012. Any modification, amendment, addition or alteration to any submission must be presented, in writing, executed by an authorized person or persons, and submitted prior to the final date for submissions. No amendments, additions or alterations will be accepted after the time and date specified as the submission deadline unless requested by the NLWIB.

14. Inquiries.

For information concerning RFP procedures and regulations interested parties may contact:

Julia Smith, WIA Staff Analyst
Napa-Lake Workforce Investment Board
1814 Soscol Avenue
Napa, CA 94559
(707) 299-1765
FAX (707) 253-4999
e-mail: julia.smith@countyofnapa.org

Except for the above named, a potential Respondent should not contact NLWIB or Napa County officials or staff regarding any aspect of the RFP. If such contact is made, the NLWIB reserves the right to reject the proposal.

No prior, current or post award verbal conversations or agreements with any officer, agent, or employee of the NLWIB or any other person or entity shall affect or modify any terms or obligations of the RFP or any agreement resulting from this process.

C. EVALUATION AND AWARD

1. Evaluation Criteria.

The NLWIB will evaluate the proposals received based on the following criteria as described in the content of the Proposal Format and Content for the Youth Employment and Training Program for Lake County. (Section E.4). The maximum points that may be awarded is listed after each scoring criteria.

- 1) Executive Summary (5 points):
- 2) Program Design (40 points):
- 3) Budget Detail (25 points):
- 4) Organization Capability & Experience (20 points):
- 5) Outcome Measures (10 points):

BONUS POINTS

6) Leveraged Resources (5 or 7 points) See Section E.4.3.b in “Proposal Format & Content for the Youth Employment and Training Program for more information.

7) Demonstrated Knowledge of Local Community, Businesses & Youth Population (5 points) See section D.1 for more information.

8) Bonus Points for Direct Services to Youth The NLWIB hopes to see that submitted proposals will focus funding on direct services to youth, which can include training, work experience wages, stipends, clothing, certificate fees and other benefits that directly accrue to the youth. Points will be awarded according to the percentage of budget dedicated to direct youth services as follows:

- Direct youth services-25% to 35% of budget: 4 bonus points
- Direct youth services-over 35% of budget: 7 bonus points
- Direct youth services over 45%: 10 bonus points

2. Evaluation Procedure.

An evaluation committee will be appointed to review all proposals received, and discuss and score the responses to questions using the content as described in the RFP Proposal Format and Content. The evaluation committee may conduct a pre-award site visit, schedule oral interviews, and/or contact references to determine the capacity of any Respondent, and to assess the ability of the organization to deliver the proposed services. The evaluation committee will make award and funding recommendations to the Youth Council. The Youth Council will report out their recommendations to the Lake Standing Committee and provide recommendation for approval to the Workforce Investment Board Executive Committee and full Workforce Investment Board. If pre-

award site visits, oral presentations, and/or reference checks are required, the results will be factored into the final overall ratings and may be used to amend the scoring of the proposal. The final combined score will determine a final ranking of the Respondents.

The NLWIB and Napa County intends to award a contract to the Respondent who submits the proposal that is determined to be the most advantageous and the best value to the NLWIB, price and other factors considered, as determined by the NLWIB at its sole discretion. The proposal that provides the lowest cost proposal will not necessarily be selected as the best value to the NLWIB. However, budget costs will be an important factor in the determination of the successful proposal.

A Respondent may not be recommended for funding, regardless of the merits of the proposal submitted, if they have a history of contract non-compliance with the NLWIB or other funding source and/or poor past or current contract performance with the NLWIB or other funding source. The Respondent may be given a provisional award with the stipulation that special terms and conditions regarding the areas of concern will be a part of the contract.

Negotiations will be initiated with the highest ranked Respondent to determine the contract terms and conditions. The NLWIB retains the right to terminate negotiations with the highest ranked Respondent and open negotiations with the next highest ranked Respondent. The NLWIB reserves the right to reject or to seek modification of any offer if, at the NLWIB's sole discretion, the offer does not assist the system in meeting overall service and performance objectives. No award is final until a contract has been signed by both parties and the Napa County Board of Supervisors.

At any time during the evaluation process, the NLWIB may request "Best and Final" offers based upon the NLWIB's improved understanding of the offers or changed scope of work. Based on the initial proposals, further clarification and/or revision of proposals, and Best and Final offers, if requested, the evaluation committee will recommend the proposal that provides the best value to the NLWIB and Napa County. The NLWIB and Napa County may negotiate final pricing, scope of work and a contract form with the successful Respondent.

Because this proposal is negotiable, all pricing data shall remain confidential until after an award is made, and there shall be no public opening and reading of bids. Evaluation of the proposals is expected to be completed within 30 days after their receipt.

D. RFP – OTHER REQUIREMENTS

1. Local Vendor Preference Policy.

The programs being solicited are federally funded under the WIA and therefore no local vendor program or policy can be taken into consideration. However, additional points will be awarded to Respondent's that demonstrate a proven local understanding of the Lake County community, its businesses and youth population.

2. Professional Services Agreement.

The successful Respondent for the RFP will be expected to enter into a written Professional Services Agreement (PSA) (Exhibit 2) with the NLWIB and Napa County. The PSA will include the requirements to provide the services identified in the RFP and will incorporate all terms and conditions set forth in the RFP and may include other provisions deemed appropriate by the County Counsel. All provisions of the PSA must be in compliance with applicable county, state and federal laws, rules and regulations. The resulting PSA may include any written material made as part of the proposal. This material may include, but is not limited to, answers to questions contained in the RFP, letters, facsimile and product literature if applicable.

In order to contract with the NLWIB and Napa County to provide services for youth through the WIA Title I-B funding, the selected Respondent must:

- 1) Provide the Tax Identification Number proving legal authorization to conduct business in the State of California;
- 2) Provide a conflict of interest policy for staff;
- 3) Provide a Grievance procedure for customers/clients;
- 4) Provide documentation of current fiscal and compliance audits, as required by law;
- 5) Be an Affirmative Action/Equal Opportunity Employer. If selected for funding, agencies will be required to meet EEO requirements;
- 6) Comply with applicable state and federal requirements for the Clean Air Act, the Clean Water Act, and the Energy Conservation Act;
- 7) Have access to non-WIA funds sufficient to cover any disallowed costs that may be identified through the audit process;
- 8) Comply with requirements for lobbying, debarment, non-discrimination and drug-free workplace; and

9) Be in compliance with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA).

The proposal submitted in response to the RFP may be required to be included as part of the final PSA with the selected Respondent.

A sample PSA is attached hereto as Exhibit 2 and by this reference incorporated herein.

3. Insurance Requirements.

Respondents are directed to review the NLWIB's insurance requirements as detailed in the attached Professional Services Agreement (Exhibit 2 Paragraph 7) and are required to submit evidence of ability to provide insurance in the amounts and coverages as required in the PSA before the award of the contract. Respondents who are unable to meet all of the NLWIB's insurance requirements may submit with their proposal an alternative plan for obtaining insurance that will adequately mitigate the risks associated with providing the RFP services. Any alternative insurance coverage request is subject to review and approval by County Counsel and the Napa County Risk Management Officer. Failure to meet the Napa County insurance requirements (as determined by County Counsel and County Risk Management) may be sufficient reason for disqualification from the selection process.

4. Attachments.

Attached to the RFP are the following documents which are incorporated by reference into the RFP.

- Exhibit 1: Definition of Terms
- Exhibit 2: Professional Services Agreement (Sample)
- Exhibit 3: Statement of Compliance
- Exhibit 4: Budget Detail Worksheet Instructions
- Exhibit 5: Scope of Work
- Exhibit 6: Budget Detail Worksheet

E. PROPOSAL FORMAT AND CONTENT FOR THE YOUTH EMPLOYMENT & TRAINING PROGRAM

1. Format.

The proposal should be typed (12 point font) and submitted on an 8.5" x 11" paper with a single method of fastening. Charts and schedules may be included in 11" x 17" format. Respondents shall submit one (1) original and four (4) copies of the complete proposal. The original proposal must be clearly marked and contain original signatures and must be easily reproducible on a standard copying machine. Failure to clearly mark the original and provide original signatures may result in an application being found non-responsive and given no consideration. It is recommended that responses be submitted on paper that is made from at least 30% recycled content and printed on both sides of the page (duplex)

2. Letter of Transmittal.

The letter of transmittal shall be addressed to Bruce Wilson, Executive Director Napa-Lake Workforce Investment Board, 650 Imperial Way, Suite 100, Napa, CA 94559. The letter of transmittal must contain at a minimum the following:

- 1) Clearly noted title of the RFP that is being proposed;
- 2) Identification of the Respondent who will have authorization to commit to the contractual terms and conditions along with the name, title, address, telephone number, and email address of the contact person during the proposal evaluation phase;
- 3) Acknowledgment of receipt of all RFP addenda, if any;
- 4) A statement to the effect that the proposal shall remain valid for a period of not less than 180 days from the date of submittal;
- 5) Signature of person authorized to bind Respondent to the terms of the proposal; and
- 6) A statement to the effect that by signing the letter of transmittal, Respondent is attesting that all information submitted with the proposal is true and correct.

3. Scope of Work for the Youth Employment and Training Program.

The proposal should demonstrate the ability of the Respondent to satisfactorily operate and manage a Youth Employment and Training Program to provide the delivery of services and demonstrate competence in providing the scope of work identified in Exhibit "5" attached and incorporated here by reference.

4. Proposal Content.

The proposal shall also demonstrate the Respondent's ability to satisfy the requirements of the RFP as described below:

1) **Executive Summary (5 points).** The proposal should demonstrate:

- a) Overall responsiveness to the RFP. Responses must be neat, complete and fully address all of the technical requirements of the RFP, including costs, Respondent qualifications and references;
- b) The Respondent's understanding of the NLWIB's requirements as evidenced by the proposal submission;
- c) The Respondent's knowledge of the workforce needs of the local Lake community, businesses and the youth population;
- d) The Respondent's fiscal capability and planning experience;

2) **Program Design (40 points).** The program design should demonstrate how performance management principles would be incorporated in the program design and delivery of services. The design shall describe how the Respondent proposes to recruit, enroll, and serve eligible youth within Lake County.

- a) The program design must describe in detail the following:
 - The service delivery system that describes how services will be provided that demonstrate quality, innovative approaches;
 - The goals and objectives of the program, including performance levels;
 - The 10 required program elements and how they will effectively deliver a comprehensive youth program. Describe how and what program elements will be coordinated and linked with other agencies and services in the community;
 - Administrative policies to be followed;
 - The process for screening, documentation of eligibility, assessment and development of an Individual Service Strategy for WIA youth that assists them in meeting their goals;
 - Case management practices;
 - Job placement services;
 - How youth will learn, practice and demonstrate work maturity skills that are important to local employers;
 - The youth target group(s) to be served;

- How the agency will address barriers and needs of youth, including language, transportation, and any other identified issues to ensure that youth can be successful in the program;
 - Work to be performed by individuals and units, including assignment of responsibilities;
 - A participant flow description;
 - Monitoring arrangements including frequency and check points; and
 - Plan for meeting performance requirements.
- b) The statement must also describe the overall design and structure of the program. This information will include descriptions of:
- The methods and/or strategies that will be used for outreach and recruitment to attract target populations;
 - The extent to which the program is coordinated with other local youth programs;
 - The extent and quality of local partnerships involved in making contributions to the program including operational linkages;
 - Description of the referral process to other Partners and Community Resources;
 - The location(s) where the services will be delivered;
 - Outreach strategies to engage community partners, employers, stakeholders, and potential participants;
 - The approach used to provide orientation to the youth job seeker customer;
 - The extent to which the program design incorporates new and better strategies for serving youth under WIA, including, but are not limited to:
 - o New and better ways that services can be accessed by participants;
 - o New and better ways for organizations to work together; and
 - o The replication of best practices/effective strategies.

3) **Budget Detail (25 points).** The Respondent shall provide a budget narrative which includes a justification for each item listed on the line item budget and describe the reasonableness of the budget in achieving the proposed outcomes.

- a) **Budget Detail Worksheet.** Respondents must submit a line item budget using the budget detail worksheet. (Exhibit 6) Instructions for

completing this form are included in Exhibit 4. Final budgets are subject to negotiation with the selected provider.

b) **Leveraged Resources.** Demonstrate how WIA funding will be leveraged with other financial and non-financial resources to achieve the maximum benefit to customers. List leveraged resources that contribute to the delivery of the proposed program in the narrative. Include Budget Item (type of resource: training, wages, staff, operating, etc.), brief description, actual or estimated amount, and source that contributes to the delivery of the proposed program. Letters of commitment must be included from agencies/partners that will provide leveraged funds or resources.

NOTE: A monetary value must be assigned to any inkind/cash or match leveraged resource contribution and included in the budget as a line item amount in the leveraged resources column. Bonus points will be awarded to budgets that include leveraged resources using the following rating system.

- i. Budgets with 51% to 65% leveraged match eligible for 5 bonus points
- ii. Budgets with over 65% leveraged match eligible for 7 bonus points

d) **Bonus Points for Direct Services to Youth.** The NLWIB hopes to see that submitted proposals will focus funding on direct services to youth. Examples of “Youth Participant Costs” include training, work experience wages, stipends, clothing, certificate fees and other benefits that directly accrue to the youth. Points will be awarded according to the percentage of budget dedicated to direct youth services as follows:

- Direct youth services-25% to 35% of budget: 4 bonus points
- Direct youth services-over 35% of budget: 7 bonus points
- Direct youth services over 45%: 10 bonus points

TABLE 1: The sample budget below shows a youth program that is dedicating over 45% of the budget to direct youth participant costs and has a 51% match of leveraged resources. In this example, a total of 15 bonus points would be awarded.

Sample Budget for: Super Duper Youth Program	WIA Dollars	Non-WIA Leveraged Resources	Totals
Personnel - Staff salaries/benefits, Americorps staffing, etc.	\$17,900	\$9,129	\$27,029
Non-Personnel – Supplies, materials, copying, printing, equipment, office/facility rental, etc.	\$1,000	\$510	\$1,510
Youth Participant Costs – work experience wages, incentive payments, internships, support services, materials for youth workshops, training instructor wages, etc.	\$16,100	\$8,211	\$24,311
Totals	\$35,000	\$17,850	\$52,850

e) Fiscal Management Staff. Describe the training and experience of the staff that would be responsible for developing and operating the fiscal aspects of this program. Identify the name and contact information for the staff person who may be contacted for any questions regarding your budget submission.

4) Demonstrated Organizational Capability and Experience (20 points).
Describe the organization's experience in the proposed area of activity and its experience operating and overseeing a comparable youth workforce program. Specific examples of prior accomplishments and outcomes should be included.

a) Describe how program service delivery strategies align with planned program outcomes and NLWIB performance measures.

b) Describe your organization's capacity to manage state/federal grants and provide onsite monitoring of financial and other systems required to administer state/federal grants to ensure contract/program compliance.

c) Provide examples of other grants received, including amounts and duration.

d) Describe relevant qualifications of key administrative and direct service staff; previous work histories, and backgrounds. Attach resumes.

e) Describe your staff development and training plan to ensure a highly trained staff.

f) Describe demonstrated competency in the administration and operation of youth specific programs. Such competency may be demonstrated by the organization itself, by key administrative and operational staff in that organization, or through partnerships with other organizations that operate youth-specific programs;

g) Demonstrate the ability to address the unique needs of youth;

h) Describe demonstrated competency in the administration and operation of employment and training programs. Such competency may be demonstrated by the organization itself, by key administrative and operational staff in that organization, or through partnerships with other organizations that operate youth employment and training programs; and

i) Demonstrates the ability to effectively expand the program if additional funding is identified and becomes available.

5) **Outcome Measures (10 points)** The Respondent shall identify the specific elements that will lead to attainment of federal and state WIA performance measures. The narrative should clearly illustrate and describe how the program will result in outcomes required under the WIA Youth Performance Measures.

a) Respondents must design their programs to meet WIA youth performance measures, which emphasize the following areas of achievement:

Youth WIA Requirements at Section 136©	PROPOSED WIA Performance Measures for Prg Yr 2012/2013	FINAL WIA Performance Measures for Prg Yr 2012/2013
Placement in Employment or Education	67%	65%
Attainment of a Degree or Certificate	47%	61%
Literacy & Numeracy Gains	30%	40%

- b) Describe the quality of the proposed outcomes and the extent to which the Respondent proposes to exceed outcomes;
 - c) Clearly explain what the internal monitoring procedures and assessment tools will be;
 - d) Demonstrates an understanding of the work to be performed, the needs of the participants and the desired results;
 - e) Demonstrate the reasonableness of the level of investment in relation to the proposed outcomes; and
 - f) Describe the plan or process used to ensure ongoing as well as final program evaluation for participating youth.
- 6) **Statement of Compliance.** Respondent shall sign the “Statement of Compliance” certifying the information is correct. (Exhibit 3)
- 7) **References.** References may be used to evaluate the Respondent’s performance capabilities, reputation, reliability and service history as determined by reference checks and/or the NLWIB’s prior experience with the Respondent. Respondents shall provide a minimum of three (3) references for which their organization has provided services similar to those described in the RFP. Reference information shall include the name of the organization, contact person, title, address, phone number, and description of the services provided. The NLWIB reserves the right to contact references not provided in the proposal submittals.

Exhibit "1"
DEFINITION OF TERMS AS REFERENCED IN THE RFP

ADMINISTRATIVE COST: The portion of the budget associated with the overall management and administration of the proposed program and which is not directly related to the provision of services to participants.

AT-RISK OF DROPPING OUT OF SCHOOL: As determined by school district records, policies or personnel: a Youth who is experiencing a lack of academic success; a Youth who has a significant number of absences or erratic attendance, which result in the youth not benefiting from school; or youth who has behavior problems in school.

BASIC SKILLS DEFICIENT: With respect to an individual, the individual has English reading, writing, or computing skills at or below the 8th grade level on a generally accepted standardized test or a comparable score on a criterion referenced test.

IN-KIND CONTRIBUTION: Contributions provided by a provider of services from non-WIA sources to support a WIA training program at no cost to the County. In-kind contributions must be itemized in the proposal and contract budgets, and are subject to audit.

IN-SCHOOL YOUTH: Defined as either (i) those who are attending any school and have not received a secondary school diploma, or (ii) those who are attending post-secondary school and *are not basic skills deficient*.

JOB READINESS: Activities that prepare youth for work by assuring that they are familiar with general workplace expectations and exhibit work behaviors and attitudes necessary to compete successfully in the labor market. This may include life skills training.

LINKAGE: Any mechanism that connects or ties services together.

LWIA: The local workforce investment area served by the Napa-Lake Workforce Investment Board.

ORIENTATION: Information on available services provided by the WIA Youth Program.

OUT-OF-SCHOOL-YOUTH: An eligible youth is a school dropout, or who has received a secondary school diploma or its equivalent but, *is basic skills deficient, unemployed or underemployed*.

OUTREACH (RECRUITMENT): Activity involves the collection, publication, and dissemination of information on program services in the community and schools, and other areas where youth congregate.

PROVIDER OF SERVICES/SERVICE PROVIDER: An entity such as a CBO, an educational institution, or a commercial organization, which delivers services to WIA youth participants under contract with the NLWIB.

REFERRAL: Linkage with other agencies, organizations and training providers in order to meet the individual needs of all youth.

REQUEST FOR PROPOSAL (RFP): A solicitation procedure/document which makes the statement, “Here is what we wish to accomplish; how will you accomplish this and for how much?” In using an RFP, the awarding agency will award the contract by using proposal evaluation methods. This permits consideration of other factors, in addition to price.

SCHOOL DROPOUT: The term “school dropout” means an individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent. Youth enrolled in alternative schools are not school dropouts.

SCOPE 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.

SUPPORT SERVICES: Services that are necessary to enable an eligible youth for job search and/or training under WIA. Examples of supportive services are: transportation, counseling, special services and materials for individuals with disabilities, job coaches, child care, and other reasonable expenses required for participation in the training or work.

VIRTUAL ONE STOP (VOS): WorkforceNapa Virtual One Stop System is the regionally adopted web-based electronic case management system that will be fully utilized to maintain records and track participant registration and services provided to youth.

WORK EXPERIENCE: A short-term or part-time work assignment with a public or private non-profit employing agency for a participant who needs assistance in becoming accustomed to basic work requirements. It is designed to promote the development of good work habits and basic work skills for individuals with limited or no work histories.

WIA: The Workforce Investment Act of 1998, which replaced the Job Training Partnership Act.

WIB COMPREHENSIVE SERVICES FOR YOUTH: Youth employment and training programs under the WIA that provide comprehensive youth services for youth participants in relation to education, skills, work experience, and support that youth need to successfully transition to careers and productive adulthood and includes making available the 10 required elements of WIA.

WORKFORCE INVESTMENT BOARD: A local board is appointed by the Napa County Board of Supervisors in accordance with State criteria and in accordance with the Workforce Investment Act. This body sets policy for the workforce development system in this workforce area. The Board must have a majority business representation.

Exhibit "2"
NAPA COUNTY AGREEMENT NO.
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this _____, by and between the COUNTY OF NAPA, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and _____, a California corporation organized under the laws of the State of California., whose mailing address is _____, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, the Napa County Board of Supervisors serves as the Elected Chief Official for the Napa-Lake Local Workforce Investment Area; and

WHEREAS, COUNTY is the subgrantee of WIA funding from the State of California for the Counties of Napa and Lake and, with the agreement of the Napa-Lake Workforce Investment Board, now wishes to retain CONTRACTOR to provide _____; and

WHEREAS, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein.

TERMS

NOW, THEREFORE, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the terms and conditions set forth herein:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on _____, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Termination for Convenience) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this Agreement may be renewed for up to 3 additional years upon mutual agreement of the parties and the concurrence of the Napa-Lake Workforce Investment Board. Either party shall give the other party written notice of intention to renew, or

not to renew, no less than ninety (90) days prior to the expiration of the term of this Agreement. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30. COUNTY authorizes the COUNTY's Local Workforce Investment Area Administrator ("LWIA Administrator"), with the concurrence of the Napa-Lake Workforce Investment Board ("Napa-Lake WIB"), to determine whether this Agreement shall be renewed, or not, and to provide the written notice of the intention to renew or not to renew on behalf of COUNTY.

2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A", attached hereto and incorporated by reference herein.

3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR the fees set forth in Exhibit "B", attached and incorporated by reference as if set forth herein.

(b) Maximum Amount. Notwithstanding subparagraphs (a), the maximum payments under this Agreement shall be a total of \$_____ for the services provided however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.

4. **Method of Payment.**

(a) All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. CONTRACTOR shall submit an estimate of each month's invoice no later than the 5th of each month. CONTRACTOR shall submit actual invoices not more often than monthly to COUNTY's Director of the Napa-Lake WIB, who after review and approval as to form and content, shall submit the invoice to the Napa County Auditor no later than fifteen (15) calendar days following receipt for processing for payment.

(b) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be maintained on file with the Clerk of COUNTY's Board of Supervisors at all times during the term of this Agreement in a form satisfactory to the Napa County Auditor. Such proof shall include, but need

not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager. This workers' compensation insurance shall cover all employees of CONTRACTOR and all participants enrolled in WIA work experience programs provided by CONTRACTOR under this Agreement.

(b) Liability insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an

A.M. Best rating of A: VII or better, or equivalent self-insurance:

1. General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

2. Professional Liability. [Reserved]

3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000) combined single limit per occurrence.

(c) Fidelity Bond. Prior to initial disbursement of funds to CONTRACTOR, COUNTY shall receive a statement from CONTRACTOR or its insurer assuring that all persons receiving and/or disbursing funds are covered by a fidelity bond in an amount equal to the maximum contract funds that CONTRACTOR can have on hand. If the bond is cancelled or reduced, CONTRACTOR shall immediately notify COUNTY.

(d) Certificates. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Health and Human Services Agency Contract Analyst prior to commencement of performance of any of CONTRACTOR's duties; shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in 7(b)(1) and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3), CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then

the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request of COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(e) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

8. Hold Harmless/Defense/Indemnification.

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property or for losses including, but not limited to, disallowances for payments or recoupment of WIA funds or lost WIA funding or penalties, fines or assessments for CONTRACTOR's failure to comply with the Workforce Investment Act or related federal and state regulations, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege,

attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph 8, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

(c) Obligations Relating to Criminal Background Checks.

1. CONTRACTOR shall investigate by all lawful means, including but not limited to obtaining information from official government sources as the result of taking fingerprints, the criminal background of each and all of its officers, agents, employees, interns, and volunteers, however denominated (hereafter, "employees"), who will have direct personal contact with, or provide direct personal services to, third persons in the performance of this contract. Depending upon the information acquired by its investigation, CONTRACTOR shall not allow any of its employees to have personal contact with, or provide direct personal services to, third persons where it may reasonably be concluded as a result of its investigation that an employee should not have such contact or provide such service. Nothing herein requires CONTRACTOR to investigate the criminal background of an employee who is currently licensed by the State of California and whose license requires a criminal background investigation.

2. Notwithstanding anything to the contrary in (a) or (b), CONTRACTOR shall defend and indemnify COUNTY and its officers, agents and employees from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of CONTRACTOR to conduct the criminal background investigation described in this subparagraph (c) or from the failure of CONTRACTOR after the investigation to reasonably disallow an employee from having such personal contact or providing such direct personal service.

9. Termination for Cause.

(a) If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving, except as otherwise provided in subparagraph 9(b), thirty (30) days written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). COUNTY hereby authorizes the Napa County Executive Officer or designee thereof, with the concurrence of the Napa-Lake WIB, to make all decisions and take all actions required under this Paragraph 9 to terminate this Agreement on behalf of COUNTY for cause.

(b) COUNTY may unilaterally terminate all or part of this Agreement for cause if COUNTY fails to receive sufficient federal or state funds to meet any or all of its contractual obligations due to fund reduction, suspension or termination by giving five (5) days written notice to CONTRACTOR in the manner set forth in Paragraph 13 (Notices).

(c) COUNTY may terminate this Agreement for cause if CONTRACTOR appears on the register of employers in contempt of court for violations of the National Labor Relations Act.

(d) Termination for Non-Compliance. COUNTY has the right to terminate this Agreement based on non-performance or for expenditures of less than 80% at fourth quarter for each separate allocation of adult, dislocated worker and youth formula funds.

10. Other Termination. This Agreement may be terminated by either party for any reason and at any time by giving no less than ninety (90) days written notice of such termination to the other party and specifying the effective date thereof; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination. COUNTY hereby authorizes the Napa County Executive Officer or designee thereof, with the concurrence of the Napa-Lake WIB, to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for the convenience of COUNTY.

11. Disposition of, Title to and Payment for Work upon Expiration or Termination.

(a) Upon expiration or termination of this Agreement, if and to the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(b) Upon expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall

be entitled to claim or apply for the copyright or patent thereof.

(c) Notwithstanding the provisions set forth in subparagraph (b) above, if the services involve development or improvement of previously patented inventions or previously copyrighted software, upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(d) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

12. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY

CONTRACTOR

Teresa Zimny
Deputy Director /Self Sufficiency
Health and Human Services

650 Imperial Way, Ste.101
Napa, CA 94559

14. **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment" revised effective August 23, 2005.

(c) County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991.

(d) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

15. **Confidentiality.**

(a) Confidential information is defined as all information disclosed to CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of COUNTY, expressed through its LWIA Administrator. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to COUNTY

all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Notwithstanding anything to the contrary in this Agreement, CONTRACTOR must comply with the Confidentiality Requirements imposed by the California Employment Development Department ("EDD") upon COUNTY and its subcontractors, including CONTRACTOR, as set forth in Paragraph 20 of the then current WIA subgrant agreement between COUNTY and EDD, and as subsequently amended, which is hereby incorporated by reference into this Agreement. The WIA subgrant agreement is on file with the Clerk of the COUNTY Board of Supervisors and the COUNTY Self Sufficiency Division of the Health and Human Services Agency ("HHSA") and can also be found online at: <http://www.countyofnapa.org> (EDD Agreement).

(c) CONTRACTOR agrees to maintain the confidentiality of participant information. Information shall be divulged to agencies having responsibilities for monitoring or evaluating contract services and performances and to governmental authorities to the extent necessary for proper contract administration.

1. Sources of confidential participant information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, 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. Confidential information is not open to the public and requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

2. CONTRACTOR agrees to:

(i) Keep all confidential participant information furnished by COUNTY and/or the state in the strictest confidence, and make the information available to its own employees only on a "need-to-know" basis. Instruct all employees with access to COUNTY and/or state information regarding the confidential nature of the information and the sanctions against unauthorized use of disclosures found in the California Civil Code §1798.55, the Penal Code § 502, the California Unemployment Insurance Code § 2111, and the Welfare and Institution Code, § 10850;

(ii) Store and process confidential information in electronic format, in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal, or other means. Store hard copy confidential participant data in locked cabinets. Return any confidential information promptly or destroy all copies of derivations of that confidential information when its use ends, utilizing an approved method of confidential destruction;

(iii) Ensure that all CONTRACTOR staff requesting or receiving COUNTY and/or state confidential information date and sign a confidentiality

statement.

(d) CONTRACTOR shall designate an individual responsible for overall security and confidentiality of its data and information systems. CONTRACTOR shall immediately notify COUNTY in writing of any changes in that designation. CONTRACTOR's security and confidentiality designee is:

Name/Title _____
Address _____
City/State/Zip _____
Phone _____
Fax _____
Email _____

(e) Protection of Personally Identifiable Information and Protected Health Information.

1. To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR.

2. CONTRACTOR shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 15.

3. CONTRACTOR agrees to notify COUNTY immediately of any unauthorized access to or disclosure of Protected Information that it becomes aware of.

4. CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of COUNTY's Protected Information, or its unauthorized access to or disclosure of COUNTY's Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

(f) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party,

CONTRACTOR shall include the provisions of this Paragraph 15 in all such subcontracts as obligations of the subcontractor.

16. No Assignments or Subcontracts.

(a) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by its LWIA Administrator.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph 16 shall be viewed as a material breach of this Agreement.

(c) CONTRACTOR is a One-Stop Operator as defined under 20 Code of Federal Regulations Section 662.400, and as amended.

(d) CONTRACTOR is a “subrecipient” as defined under 29 Code of Federal Register Section 99.105, and as amended, and refers to a non-federal entity that expends federal awards received from a pass-through entity (e.g. COUNTY) to carry out federal programs such as the Workforce Investment Act and includes an entity with characteristics as defined under 29 Code of Federal Register Section 99.210(b), and as amended. For purposes of this Agreement, “subrecipient” includes CONTRACTOR, as a One-Stop Operator as defined under the Workforce Investment Act and its implementing regulations. A subrecipient also includes any subcontractor of CONTRACTOR who is retained to deliver the workforce investment services and programs under this Agreement.

(e) All applicable provisions and requirements of this Agreement shall apply to any subcontracts or agreements and shall be included as part of all subcontracts or agreements it enters into with subrecipients or lower tier subrecipients. CONTRACTOR shall be held responsible for the performance of all subcontractors/subrecipients. Subcontracts must be in writing and a copy of each subcontract must be provided to COUNTY.

(f) This paragraph shall not require pre-approval of individual On-the-Job Training (OJT) agreements or training purchases from the WIA Eligible Training Providers’ List (ETPL).

17. Amendment/Modification.

(a) Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, by the Department Director (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed \$10,000), or by COUNTY's Purchasing Agent (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed the maximum aggregate amount for Purchasing Agent contracts as specified by Napa County Code section 2.36.040 (G)) or by COUNTY's Board of Supervisors (in all other instances), in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by "Exhibit A." Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

(b) Notwithstanding anything to the contrary in (a), this Agreement may be unilaterally modified by COUNTY upon written notice to CONTRACTOR under the following circumstances:

1. There is a decrease in state or federal funding needed for this Agreement;
2. There is a no-cost extension of the end date of the Agreement as authorized by a state or federal funding source; or
3. There is a change in state/federal law or regulation requiring a change in a provision of this Agreement.

(c) The Department Director is delegated the authority to modify this Agreement in accordance with subparagraph (b), but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to modify this Agreement under subparagraph (b).

18. Interpretation; Venue.

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for

arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

19. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination.

1. CONTRACTOR shall comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the Workforce Investment Act of 1998, which prohibits discrimination against all individual on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries under WIA on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or for participation in any WIA Title I financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, and as amended, which prohibits discrimination on the basis of race, color and national origin;
- Section 504 of the Rehabilitation Act of 1973, and as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, and as amended, which prohibits discrimination on the basis of age;
- Title IX of the Education Amendments of 1972, and as amended, which prohibits discrimination on the basis of sex in educational programs.

2. Equal Employment Opportunity. CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). By executing this Agreement, CONTRACTOR also assures that it will fully comply with the nondiscrimination and equal employment opportunity provisions of WIA and other federal nondiscrimination requirements referenced in 29 Code of Federal Regulations Part 37 and all other regulations implementing the laws listed therein.

3. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), political affiliation nor belief, nor shall they discriminate unlawfully against any employee or applicant for employment

because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment.

4. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Child Support Compliance. In accordance with the Child Support Compliance Act, CONTRACT 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 Family Code; and

2. that to the best of its knowledge, CONTRACTOR 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).

(d) State Requirements Relating to Patents or Copyrights.

1. Notwithstanding anything to the contrary in this Agreement, pursuant to 29 CFR 97.36(i)(8) and (9), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the State of California Employment Development Department (EDD) with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging in activities of CONTRACTOR under this Agreement the County, U.S. Department of Labor, and the State of California shall have royalty-free, non-exclusive and irrevocable right to reproduce, publish and otherwise use, and to authorize others to use, the work for government purposes.

2. CONTRACTOR must comply with the Intellectual Property Provisions imposed by the California Employment Development Department ("EDD") upon COUNTY and its subcontractors, including CONTRACTOR, as set forth in Paragraph 19 of the then current WIA subgrant agreement between COUNTY and EDD, and as subsequently amended. The current WIA subgrant agreement, and as amended, is hereby incorporated by reference into this Agreement. The WIA subgrant agreement is on file with the Clerk of the COUNTY Board of Supervisors and the COUNTY Self Sufficiency Division of Health and Human Services Agency ("HHSA") and can also be found online at: <http://www.countyofnapa.org> (EDD Agreement).

3. CONTRACTOR shall further adhere to the following provisions:

(i) CONTRACTOR shall disclose to COUNTY any invention, written product, computer program developed or data assembled as a result of performance of work under this Agreement within sixty (60) days of invention, development or assembly.

(ii) The U.S. Department of Labor shall have the right to patent any invention and copyright any written product or computer program (29 CFR 97.34). Upon written request, CONTRACTOR shall transfer all pertinent information specifications and right, title and interest to the designated agency.

(iii) CONTRACTOR will retain a non-exclusive, royalty-free license on each subject invention, document, program or data to which COUNTY, State or Department of Labor obtains title, except if CONTRACTOR fails to disclose such invention, document, program, or data. The license is transferable by CONTRACTOR only with the approval of the agency obtaining title, except when transferred to the successor of CONTRACTOR.

(iv) Where COUNTY, State and U.S. Department of Labor decline to request the transfer of rights, CONTRACTOR shall retain the entire right, title and interest to each subject invention, document, program or data. In such event, COUNTY, State and U.S. Department of Labor shall have a non-exclusive, non-transferable, irrevocable, paid up license to use subject invention, document, program, or data throughout the world.

(e) Drug-Free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq. and 29 CFR Part 98) and will provide a drug-free workplace. See Exhibit D, attached hereto and incorporated by reference herein.

(f) Certification Regarding, Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions.

1. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). See Exhibit E, attached hereto and incorporated by reference herein.

2. By signing this Agreement, CONTRACTOR certifies under penalty of perjury under the laws of the State of California that CONTRACTOR will comply with regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98.510, that CONTRACTOR, and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; and
- Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property; and
- 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 this subparagraph 19(f)(2); and
- Have not within a three year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause of default.

(g) Certification Regarding Lobbying.

1. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (the Byrd-Anti Lobbying Amendment). CONTRACTOR certifies under penalty of perjury under the laws of the State of California that no funds will be used for lobbying (as prohibited under the Byrd-Anti

Lobbying Amendment) [pursuant to 20 CFR 667.200(e) and 29 CFR 93.110]. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. See Exhibit F, attached hereto and incorporated by reference herein.

2. Failure to comply with all lobbying certifications and requirements may result in suspension of payments or contract termination, or both. CONTRACTOR may be ineligible for award of future contracts if any of the following has occurred: (1) false information on the certifications, or (2) failing to carry out the certification requirements set forth in subparagraph 19(g).

(h) Clean Air and Clean Water Acts. By signing this Agreement, CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that CONTRACTOR and any subcontractor to this Agreement will comply with the requirements of Section 306 of the Clean Air Act (42 U.S.C. 1857(h)) and Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15) [pursuant to 29 CFR 97.36(i)(12)].

(i) Energy Policy and Conservation Act. By signing this Agreement, CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that CONTRACTOR or any subcontractor to this Agreement will comply with the requirements of the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat. 871, 42 U.S.C. 6201 et seq.).

(j) AARA. To the extent this Agreement is funded with funds appropriated pursuant to the American Recovery and Reinvestment Act of 2009 ("ARRA"; Public Law 111-5), CONTRACTOR shall comply with the following requirements as applicable:

1. Whistleblower Protection. CONTRACTOR shall promptly refer to the Office of Inspector General any credible evidence that a principal, employee, agent, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds. (ARRA Sec. 1553)

2. Wage Rate Requirements. Subject to further clarification issued by the Office of Management and Budget and notwithstanding any other provision of law and in a manner consistent with other provisions of the ARRA, all laborers and mechanics employed by CONTRACTOR and its subcontractors on projects funded directly by or assisted in whole or in part by and through COUNTY's Workforce Investment Act Program Subgrant with the State of California, Employment Development Department, shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the U.S. Secretary of Labor in accordance with subchapter IV of Chapter 31 of Title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall

have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of Title 40, United States Code.

3. Buy American – Use of American Iron, Steel, and Manufactured Goods. None of the funds appropriated or otherwise made available by the ARRA may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States. See ARRA Section 1605 – Buy American Requirements.

(k) Selective Service. CONTRACTOR shall comply with United States Department of Labor, Training and Employment Guidance Letter No. 8-98, and with United States Employment and Training Administration, Training and Employment Guidance Letter No. 5-03, and as they are amended, to ensure compliance with the Military Selective Service Act for eligible participants and CONTRACTOR shall further comply with other eligibility requirements applicable to the funds for programs in which participants are enrolled.

(l) 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 subrecipient of such funds 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 OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds. See Training and Employment Guidance Letter number 5-06 for further clarification. The incurrence of costs and receiving of reimbursement for these costs under this Agreement certifies that CONTRACTOR has read and acknowledged these conditions and is in compliance with them.

(m) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 19 in all such subcontracts as obligations of the subcontractor.

20. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR’s failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or

other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement. The parties further warrant that the signatories to this Agreement are authorized to execute this Agreement on behalf of their respective parties and that any action necessary to bind such party has been taken by that party prior to entering into this Agreement.

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless the Director of Health and Human Services has determined in writing that CONTRACTOR, although holding

a “designated” position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY’s Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

(c) Code of Conduct Final Regulations 667.200(a)(4). CONTRACTOR acknowledges and expressly agrees to comply with the following restrictions during the term of this Agreement:

1. A state Board (WIB) member or a Local Board (WIB) member or a Youth Council member must neither cast a vote on, nor participate in any decision-making capacity, on the provision of services by such member (or any organization which that member directly represents), nor on any matter which would provide any direct financial benefit to that member or a member of his immediate family.

2. Neither membership on such State Board, Local Board, or Youth Council nor the receipt of WIA funds to provide training and related services, by themselves, violates these conflict of interest provisions.

(d) CONTRACTOR will further abide by the following provisions:

1. Every reasonable course of action will be taken by CONTRACTOR in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. CONTRACTOR agrees to conform to the nondiscrimination requirements in WIA, Section 188.

2. CONTRACTOR agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, and all applicable federal and state laws and regulations, guidelines, and interpretations issued pursuant to the ADA.

3. CONTRACTOR will insure that any of its employees who were formerly employed by the State of California in a position that could have enabled such individuals to impact policy regarding or implementation of activities covered by this Agreement, will not be assigned to any part or phase of the activities conducted pursuant to this Agreement for a period of not less than two years following the termination of such state employment.

4. No relative by blood, adoption or marriage of any executive or employee of CONTRACTOR will receive favorable treatment when considered for enrollment in programs provided by, or employment with, CONTRACTOR.

5. Executives and employees of CONTRACTOR will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates.

6. An executive or employee of CONTRACTOR, or a member of CONTRACTOR's 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 this Agreement. Supplies, materials, equipment or services purchased with contract funds will be used solely for purposes allowed under this Agreement. No member of CONTRACTOR's 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.

7. CONTRACTOR shall provide the measures necessary to monitor and prevent any illegal/unethical activity, including unauthorized access to other systems from their Local Area Network (LAN). CONTRACTOR agrees to exercise due diligence in the protection of COUNTY's Wide Area Network (WAN) and its internal and external connections by the use of firewalls and anti-virus software for its servers and clients. It is the CONTRACTOR's responsibility to ensure that any new software, hardware or services implemented will not adversely affect COUNTY's WAN. Furthermore, CONTRACTOR will abide by all security and technology standards and processes of the COUNTY when accessing COUNTY technology resources.

24. **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude COUNTY from publishing or otherwise distributing applications and information regarding COUNTY job openings where such publication or distribution is directed to the public generally.

25. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

26. **Attorney's Fees.**

(a) In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action; provided, however, in the event of disallowed costs, funds or payments under this Agreement, CONTRACTOR agrees to share the reasonable costs of resulting litigation to which COUNTY is a party to the extent of its proportionate share of contested disallowed costs, funds or payments.

(b) CONTRACTOR agrees that funds it receives pursuant to this Agreement cannot be used to litigate against COUNTY or the Napa-Lake Workforce Investment

Board, or against any federal, state or county governments.

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

28. **Incident Reporting**

(a) CONTRACTOR shall comply with the provisions of the Workforce Investment Act Directive regarding Incident Reporting, issued on September 10, 2002, by the Employment Development Department of the State of California, which is incorporated by reference herein. A copy of the Directive is on file with COUNTY at its Training and Employment Center (Health and Human Services Agency) and North Bay Employment Connection (County Executive Office), and the Directive may also be accessible online at <http://www.edd.ca.gov/wiad02-3.pdf> . Failure to comply with the provisions of the Directive shall be deemed a material breach of this Agreement.

(b) CONTRACTOR shall establish the procedures required by the Directive referenced in subparagraph (a) above and shall provide COUNTY with a copy of same for its review and approval prior to the provision of services.

29. **Special Terms and Conditions.** CONTRACTOR shall further adhere to the Special Terms and Conditions set forth in Exhibit "C", attached and incorporated by reference as if set forth herein.

30. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

By_____

By_____

"CONTRACTOR"

COUNTY OF NAPA, a political subdivision of
the State of California

By_____

, Chair of the Board of
Supervisors

"COUNTY"

NAPA WORKFORCE INVESTMENT BOARD
APPROVED

By: _____
Mary Ann Mancuso, Chair

ATTEST: GLADYS I. COIL,
Clerk of the Board of Supervisors

APPROVED BY THE NAPA COUNTY
BOARD OF SUPERVISORS:

By _____

Date: _____

Processed by:

Deputy Clerk of the Board

APPROVED AS TO FORM: _____
_____, Napa County Counsel

By: _____ (E-Signature)

Date: _____

EXHIBIT "C"
SPECIAL TERMS AND CONDITIONS

1. PAYMENTS.

A. Excess Costs

All payments to CONTRACTOR shall be in accordance with Exhibit "B", Compensation and Expense Reimbursement. Separate fund stream budgets may not be exceeded except after execution of a contract modification. Cost categories and line item costs within a fund stream may be exceeded, but only in accordance with COUNTY policies and procedures.

B. Payment Requests

All invoices shall be submitted in a timely manner. Invoices are due to COUNTY by the 15th day of the following month of the invoice in accordance with COUNTY policies and procedures governing reimbursements. COUNTY has the right to require submission of supporting documentation, including invoices and proof of payment, prior to processing CONTRACTOR's reimbursement request.

C. Payment Denial

COUNTY has the right to deny all or a portion of any payment request based upon any of the following: a) failure to comply with any contract provision, all of which are deemed to be material; b) failure to comply with any Workforce Investment Board (WIB) or COUNTY policy; c) recoupment of costs disallowed under this or a previous COUNTY contract; d) recoupment of amounts otherwise owed to COUNTY; e) failure to receive Federal funds, upon which funding for this Agreement is based.

D. Fraud or Abuse Allegations

Information and complaints involving criminal fraud, waste, abuse or other criminal activity must be reported immediately to COUNTY in accordance with the County's Self Sufficiency/Health and Human Services Incident Reporting Policy.

In the event of allegations of fraud, waste, or abuse, COUNTY reserves the right to withhold contract payments in whole or in part until a determination on the

merits of the allegation is made. Such a determination shall not supersede or replace the County's final disallowed cost resolution procedures.

E. **Limitations Affecting Payment**

CONTRACTOR shall perform services and provide such documentation as required by all applicable state and federal laws, rules, and regulations, and as described in Exhibit "A", Scope of Work. Other limitations affecting contract payments may include, but are not limited to:

- 1) CONTRACTOR shall provide documentation supporting its services and claims as required by COUNTY at any time in order for COUNTY to substantiate its claims for payment. CONTRACTOR shall provide required documentation irrespective of whether payment for such claims has already been made.
- 2) COUNTY may elect to immediately suspend, in whole or in part, payments to CONTRACTOR for failure by CONTRACTOR to provide documentation required by COUNTY. If CONTRACTOR fails to provide required documentation within a reasonable timeframe of the request, COUNTY may deny payment on such claims. In addition, if CONTRACTOR fails to provide documentation within a reasonable timeframe and such delay precludes COUNTY from claiming to state and federal funding sources, COUNTY shall deny payment on such claims. CONTRACTOR and COUNTY understand that reasonable timeframe is not defined by state and federal claiming deadlines.
- 3) CONTRACTOR shall substantiate its claims for payment by providing documentation evidencing that, at minimum, its services and claims meet all applicable state and federal funding requirements. CONTRACTOR understands that state and federal funding may be used, in whole or in part, to pay CONTRACTOR; for purposes of substantiating its claims for payment, CONTRACTOR assumes that state and federal funding is used in whole. If CONTRACTOR fails to substantiate its claims within a reasonable timeframe, COUNTY may deny payment on such claims. In addition, if CONTRACTOR fails to substantiate its claims within a reasonable timeframe and such delay precludes COUNTY from claiming to state and federal funding sources, COUNTY shall deny payment on such claims. CONTRACTOR and

COUNTY understand that reasonable timeframe is not defined by state and federal claiming deadlines.

- 4) Failure of CONTRACTOR to comply with the provisions of this Paragraph E, or with all applicable state and federal laws, rules, regulations and funding requirements, may result in immediate suspension and/or denial of all payments.
- 5) CONTRACTOR's services, documentation, and claims are subject to audits conducted by COUNTY, the State of California, Federal Government, or other auditors. CONTRACTOR shall maintain and provide required documentation (including, but not limited to, accounting and program records, service delivery records, and all substantiating source material) related to staff time and program expenditures charged to the funding source) upon request. Such request may be made of CONTRACTOR up to seven years after payments for services have been made, or longer if otherwise required by state and federal laws, rules and regulations. If the audit is retrospective and payments for services have already been made, any resulting audit exemptions, disallowances, recoupment, and lost revenues shall be repaid to COUNTY.
- 6) CONTRACTOR shall make COUNTY whole for audit exemptions, disallowances, recoupment, and lost revenues discovered through any of the audits under this Paragraph E, including, but not limited to, CONTRACTOR's errors or omissions.
- 7) To the extent CONTRACTOR shall make COUNTY whole under this Paragraph E, for audit exemptions, disallowances, recoupment, and lost revenues, COUNTY may offset against amounts otherwise owed to CONTRACTOR for payments for past services, offset against payments for future services for which CONTRACTOR provides, or demand immediate repayment without offset.
- 8) CONTRACTOR shall generate any corrective action plans, performance improvement plans, or other related plans, required by COUNTY, the State of California, Federal Government, or other auditors, in order to assure that all relevant state and federal funding requirements are satisfied.
- 9) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all

applicable state and federal program requirements including, but not limited to, any penalties or fines, which may be assessed under a federal or state False Claims Act provision or a False Statements.

F. Deobligation and Probation

COUNTY shall have the right to adopt and implement a fund deobligation process which may shift funds away from CONTRACTOR if COUNTY determines CONTRACTOR is underutilizing available funds, failing to meet performance expectations, or is failing to achieve service levels as established in Exhibit "A", Scope of Work.

G. Defective Pricing

If any cost or price under this Agreement is significantly increased or decreased as a result of defective data submitted by CONTRACTOR, COUNTY reserves the right to renegotiate the Agreement or to disallow and collect funds obtained by CONTRACTOR due to false or negligently submitted pricing data.

2. DELIVERY OF SERVICES.

CONTRACTOR agrees to deliver the quality and quantity of services as specified in Exhibit "A", Scope of Work. Any deviation from the Scope of Work shall be approved in writing by COUNTY. CONTRACTOR will ensure due diligence in managing fund streams included in this Agreement, including the carrying out of the appropriate monitoring activities and taking prompt corrective action to prevent violations of fund stream rules and regulations.

3. COORDINATION.

CONTRACTOR will, to the maximum extent feasible, coordinate with all partners and appropriate programs and activities supported under this Agreement with other programs under the WIA, including the Wagner-Peyser Act, Title 38 of the United States Code, and other employment and training programs at the state and local level.

4. COMPLIANCE.

A. The Rules

CONTRACTOR shall fully comply with all applicable federal, state and local laws, regulations, rules, policies and procedures, including but not limited to:

- 1) The WIA, including amendments thereto, and implementing federal regulations;
- 2) State of California statutes, rules, regulations, directives, policies and procedures implementing the WIA;
- 3) WIB and COUNTY policies and procedures applicable to each fund stream included in this contract, including, but not limited to, the following Self Sufficiency Division/HHSA policies and procedures:
 - Reasonable Accommodation, Reasonable Modifications, & Auxillary Aids and Services to Persons with Disabilities
 - Grievance and Complaint Procedures
 - Limited English Proficiency Protocol
 - Selective Service
 - WIA & ARRA Procurement
 - Contract Program Monitoring
 - Incident Reporting
 - WIA Procedures for Property
 - WIA Quality Assurance Program Review
- 4) Federal OMB circulars and applicable state fiscal policies and procedures, which currently include but are not limited to A-87, A-102, A-110, A-122, A-128, A-133, A-21, as amended, and 41 CFR Part 1.15, Subpart 1-15.2; 29 CFR Part 99;
- 5) COUNTY's WIA plan;
- 6) Federal, state and County management information system (MIS) guidelines, manuals, policies and procedures; and
- 7) County's Conflict of Interest Code.

B. Rule Changes

CONTRACTOR also understands and agrees that all statutes, regulations, rules, policies, procedures, cost circulars, and periodic publications referenced in Paragraph 4.A. above are subject to amendment or replacement during the life of this Agreement. All such changes shall take effect upon their effective dates and shall become binding upon actual or constructive notice to CONTRACTOR. Constructive notice includes, but is not limited to, publications, mailings or distributions to CONTRACTOR from the California Employment Development Department and United States Department of Labor.

5. INTERNAL CONTROLS.

CONTRACTOR will administer its programs with safeguards, including proper internal controls, necessary to reasonably prevent fraud and abuse.

6. RELIGIOUS ACTIVITIES.

CONTRACTOR agrees not to advance or aid any religious sect, church or creed, or sectarian purpose, nor to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatever, as specified by Article XVI, Section 5 of the California Constitution, regarding separation of church and state.

7. DISPUTES AND GRIEVANCES.

A. Disputes with Participants

CONTRACTOR will develop and maintain a system for the handling of grievances and complaints in accordance with the WIA, federal regulations and state laws and regulation and COUNTY policies and procedures.

B. Disputes between the Parties

In any dispute, both parties agree to informally discuss and attempt to resolve issues in a joint meeting. In the event that informal discussion fails to resolve disputed issues, either party may request formal resolution. CONTRACTOR agrees to participate in and be bound by questioned and/or disallowed cost or grievance resolution decisions issued by COUNTY.

8. PUBLIC STATEMENTS AND OUTREACH.

CONTRACTOR shall indicate in any press release or statement to the public related to the program that it is funded in whole or in part by COUNTY and the Napa-Lake WIB. CONTRACTOR shall identify the WIB and include the nondiscrimination taglines – *“This program or activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.”* in all contract-funded outreach. Failure to comply may result in disallowed costs.

9. UNEMPLOYMENT BENEFITS.

CONTRACTOR shall not place participants with employers improperly failing to provide unemployment insurance benefits.

10. STAFF LEVELS.

CONTRACTOR agrees to maintain a consistent level of staffing for the programs in this Agreement in accordance with the staffing levels proposed in the Budget.

11. LABOR ORGANIZATIONS.

CONTRACTOR will consult with the appropriate labor organizations and/or employer representatives in the design, operation or modification of the programs under this Agreement. No funds under this contract will be used to assist, promote, or deter union organizing.

12. ACCOUNTING AND PROPERTY PROVISIONS.

A. Generally Accepted Accounting Principles

CONTRACTOR must establish and continually maintain an adequate accounting system in accordance with generally accepted accounting principles and standards as required by federal, state and local laws, regulations, and policies.

B. Cost Allocation Plan

A Cost Allocation Plan (CAP) will be required to support the distribution of any joint costs attributable to program activities. All costs included in the CAP will be supported by accounting records which will substantiate the propriety of charges. Budget allocations alone are not adequate allocation documentation. CONTRACTOR will retain on file documentation supporting the methodology utilized to determine the reasonableness of allocated costs. Failure to comply may result in no payment, or a partial or reduced payment, until CONTRACTOR is in compliance. In addition, failure to comply may result in termination of this Agreement.

C. **Program Income**

Program income means income received by CONTRACTOR which has been generated by contract supported activity, or earned as a result of the contract. For a public or private non-profit entity, all revenues in excess of costs for each separate program are to be treated as program income. These funds may be retained by CONTRACTOR to underwrite additional training or training related services for COUNTY approved programs. CONTRACTOR will be responsible for tracking contract revenues and expenditures separately for each fund stream in accordance with COUNTY policies and procedures. CONTRACTOR shall report program income to COUNTY.

D. **Property**

All property, finished or unfinished documents, data, studies and reports prepared or purchased by CONTRACTOR under this Agreement will be disposed of in accordance with COUNTY directions. In addition, any tools and/or equipment furnished by COUNTY or purchased by CONTRACTOR with contract funds, will be used for activities outlined in this contract and will remain the property of the United States Government, the State of California and/or COUNTY. Upon termination of this contract, CONTRACTOR will immediately return tools and/or equipment to COUNTY or dispose of them in accordance with COUNTY's directions regardless of cost. CONTRACTOR will conduct an annual inventory of property and provide documentation for the inventory as requested by COUNTY.

E. **Improvements of Real Property**

All improvements of real property paid for with WIA funds require advance, written COUNTY approval.

F. **Indirect Costs**

Any indirect cost rates must be approved by COUNTY.

G. **Grant Closeout**

Upon request, CONTRACTOR shall provide COUNTY with all information and documentation COUNTY deems necessary to complete the closeout of a grant and to ensure compliance with requirements under

WIA, its regulations, and state laws and regulations implementing WIA. CONTRACTOR shall provide the requested information within thirty (30) days after the termination of the grant.

H. **Contract Closeout**

Upon request of COUNTY, CONTRACTOR shall provide COUNTY within thirty (30) days after the termination of this Agreement with all information and documentation that COUNTY deems necessary to complete closeout of this Agreement and to ensure COUNTY is able to fulfill its obligations pursuant to WIA, its regulations, and state laws and regulations implementing WIA, including fiscal, program, audit and reporting requirements.

13. **REPORTS, MONITORING AND AUDITS.**

A. **Reports**

CONTRACTOR shall submit all financial and other reports required by COUNTY, and shall provide access to staff and copies of all records and data necessary to verify or clarify information requested or provided in such reports.

B. **Monitoring**

COUNTY will conduct ongoing evaluation and monitoring of the CONTRACTOR's program. Evaluation and monitoring will include, but may not be limited to, contract compliance and effectiveness of the program contracted for. CONTRACTOR shall adequately monitor its own program and shall establish sufficient internal controls necessary to safeguard against non-compliance, fraud or abuse, and to regularly assess and evaluate program effectiveness. Desk reviews may be conducted on all funding sources at COUNTY's discretion on a quarterly basis for contractual compliance with expenditure levels, participant numbers, and performance. A written resolution/corrective action may be required.

C. **MIS Documents**

CONTRACTOR agrees to submit or data enter into applicable MIS systems, including the Job Training Automation (JTA) system and Virtual One Stop (VOS) system. This includes submitting or data entering adult and dislocated worker participant application, registration/enrollment and

exit forms and/or other documents required by COUNTY within ten (10) days of any such action. All youth MIS forms such as applications, enrollments, youth test scores forms and exit forms must be submitted to COUNTY within ten (10) days of any such action for data entry.

D. **Submission of Training Materials**

CONTRACTOR agrees to submit upon request, copies of participant training agreements, outlines and materials. CONTRACTOR agrees that training curricula and materials will be considered part of the ongoing assessment, evaluation, inspection, monitoring, and auditing of this contract and the attainment of contract goals.

E. **Record Retention**

- 1) CONTRACTOR will retain all records pertinent to this contract for a period of seven years from the date of the final contract payment. If at the end of seven years there is litigation or an audit involving those records, CONTRACTOR will retain the records until the resolution of such litigation or audit.
- 2) CONTRACTOR shall include these record retention provisions in all subcontracts issued by it in connection with this Agreement, including the requirement that the same be inserted into any lower tier subcontracts.
- 3) Prior to the destruction of any records, CONTRACTOR must submit a written request to carry out the destruction of records to:

Teresa Zimny
Deputy Director/LWIA Administrator
Self Sufficiency Division
Health and Human Services Agency – Napa County
650 Imperial Way, Ste. 101
Napa CA 94559

Upon receipt of written authorization from the LWIA Administrator, records may be destroyed or surrendered to COUNTY.

F. **Audit Rights and Requirements**

- 1) CONTRACTOR is responsible for obtaining and financing an independent audit in compliance with federal and state rules and

procedures. All governmental and non-profit organizations must follow the audit requirements of OMB Circular A-133 (29 CFR 97.26 and 29 CFR 95.26).

- 2) CONTRACTOR shall allow the independent auditor or monitor of COUNTY, the Employment Development Department (EDD) and the Department of Labor auditors, investigators, monitors and their representatives at all times during the contract period and for a period of seven years thereafter, to have access to all related records and financial statements and to individuals with knowledge of the records and financial statements as may be necessary to ensure compliance with the WIA statute, regulations, and directives (29 CFR 97.36(i)(10)).
- 3) CONTRACTOR and/or auditors performing monitoring or audits of CONTRACTOR or its subcontractors will immediately report to COUNTY any incidents of fraud, abuse or other criminal activity in relation to this contract, the WIA or their regulations.
- 4) CONTRACTOR shall include these audit rights and requirements provisions in all subcontracts issued by it in connection with this contract, including the requirement that the same be inserted into any lower tier subcontracts.
- 5) Audits are due to COUNTY by March 31st of the following year. Failure to comply could result in interruption of cash draws or reimbursements.

G. **Memorandums of Understanding (MOUs)**

CONTRACTOR must negotiate Memorandums of Understanding (MOUs) with all mandated One Stop Partners as required.

H. **Incident Reporting**

- 1) CONTRACTOR shall comply with the provisions of the Workforce Investment Act Directive regarding Incident Reporting, issued on September 10, 2002, by the Employment Development Department of the State of California, which is incorporated by reference herein. A copy of the Directive is on file with COUNTY at its Self Sufficiency Division of the Health and Human Services Agency.

Failure to comply with the provisions of the Directive shall be deemed a material breach of this Agreement.

- 2) CONTRACTOR shall establish the procedures required by the Directive referenced in subparagraph H1) above and shall provide COUNTY with a copy of same for its review and approval prior to the provision of services.
- 3) **Incident Reporting to County.** CONTRACTOR detecting the presence or appearance of fraud, abuse or other criminal activity involving WIA-funded activities shall submit a written report using the COUNTY Incident Report Form. *(Reference: Self Sufficiency/HHSA COUNTY Policy & Procedure, Incident Reporting)* CONTRACTOR must obtain sufficient information to provide a clear, concise report of each incident, but submission of an incident report should not be delayed even if all facts are not readily available, facts subsequently developed are to be forwarded in a supplemental report. Reports and supplemental report must be submitted using the COUNTY Incident Report Form, within twenty-four (24) hours of discovery or receipt of information regarding fraud, abuse, or criminal activity to the LWIA Administrator.

I. **Training of CONTRACTOR**

Upon request of COUNTY, CONTRACTOR and its staff shall participate in training provided by COUNTY relating to program, compliance and fiscal operations and activities under this Agreement.

EXHIBIT "D"
WORKFORCE INVESTMENT ACT DRUG-FREE WORKPLACE CERTIFICATION

Drug-Free Workplace Certification: By signing this subgrant/contract, the subgrantee/contractor hereby certifies under penalty of perjury under the laws of the State of California that the subgrantee or contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq. and 29 CFR Part 98) and will provide a drug-free workplace by taking the following actions:

- Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- Establish a Drug-Free Awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - 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
 - penalties that may be imposed upon employees for drug abuse violations.
- Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed subgrant/contract:
 - will receive a copy of the company's drug-free policy statement; and,
 - will agree to abide by the terms of the company's statement as a condition of employment on the subgrant/contract.

EXHIBIT "E"
NAPA-LAKE LOCAL WORKFORCE INVESTMENT AREA ADMINISTRATION

650 Imperial Way, Suite 101
Napa, CA 94559

*Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions*

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION**

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

Name and Title of Authorized Representative:

Signature

Date

Instructions for Certification

1. *The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.*
2. *The prospective recipient of federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.*
3. *The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.*
4. *The prospective recipient of federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.*
5. *The prospective recipient of federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, Voluntary Exclusion and Lower Tier Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.*
6. *A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.*
7. *Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith, the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.*
8. *Except for transaction authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.*

EXHIBIT "F"
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

Authorized Signature

Exhibit "3"
STATEMENT OF COMPLIANCE

As the authorized signatory official for: _____
Submitting Entity/Organization

I hereby certify:

- that the above-named proposer is legally authorized to submit this proposal requesting funding under the Workforce Investment Act (the legal signatory for the organization applying); and
- that the above-named proposer does hereby agree to execute all work related to this proposal in accordance with the Workforce Investment Act, U.S. Department of Labor, State of California Employment Development Department Directives, Napa-Lake County Workforce Investment Board (NLWIB) policies and guidelines, and other administrative requirements issued by the Governor of the State of California. The Respondent shall notify the NLWIB within 30 calendar days after issuance of any amended directives if it cannot so comply with the amendments; and
- that the above-named proposer will ensure special efforts to prevent fraud and other program abuses, such as but not limited to, deceitful practices, intentional misconduct, willful misrepresentation and improper conduct which may or may not be fraudulent in nature; and
- that the contents of the proposal are truthful and accurate and the above named proposer agrees to comply with the policies stated in this proposal; and
- that this proposal represents a firm request subject only to mutually agreeable negotiations; and
- that the above-named proposer is in agreement that the NLWIB reserves the right to accept or reject any proposal for funding; and
- that the above-named proposer has not been debarred or suspended from receiving federal grants, contracts, or assistance; and

- that the above-named proposer waives any right to claims against the members and staff of the Napa-Lake Workforce Investment Board and of Napa County in their individual and collective capabilities.

Authorized Representative Signature

Date

Print Name/Title

Exhibit "4"
BUDGET DETAIL WORKSHEET INSTRUCTIONS
FOR THE
YOUTH EMPLOYMENT AND TRAINING PROGRAM

The Budget Detail Worksheet summarizes each cost category. All costs related to the program activities described in the program design must be included on the Budget Detail worksheet. The narrative descriptions must include the type of cost and a formula detailing how the cost was derived.

The various costs should be allocated by category. Providers are required to assign a monetary value to any in kind/cash or match leveraged resource contributions and indicate them on this form. Note: Leveraged resources budget detail is not required, only the line item amount, and must correspond to the amounts and types of support documented by Letters of Commitment, Memorandums of Understanding or other grant award documents submitted in the proposal program design.

The following categories should be used:

- * Personnel Costs
- * Participant Costs
- * Equipment
- * Contractual Services
- * Infrastructure/Operating Costs
- * Indirect Costs
- * Other Costs

Budget Category Definitions and Instructions for Budget Worksheet and Narrative

Instructions below detail definitions for each budget category and instructions for the Budget Detail Worksheet and Narratives.

1. Personnel Costs.

Personnel Costs Budget Detail Worksheet: Staff salaries and associated fringe benefits necessary for direct service delivery. This category does not include subcontracted professional services or staffing. These costs should be allocated to the contractual services category and detailed/described in the line item for each cost. While staff performing administrative functions is allowable, positions that are fiscal, managerial or administrative in nature should be allocated to the indirect costs or infrastructure/operating costs category (see below). Please note positions related to fundraising are not allowable under WIA. Staff dedicated to client tracking/reporting can either be directly included in the personnel category or allocated to the indirect or operating/infrastructure categories below.

Personnel Costs Budget Narrative: List each individual position by title, percentage (%) of full time equivalent (FTE) or anticipated amount of time to be charged to this program x the annual salary x fringe = total.

2. Participant Costs.

Participants Costs Budget Detail Worksheet: Costs directly related to individual participants such as subsidized wages, supportive services (e.g. bus passes, childcare), participant payments (e.g. stipends, incentives), participant supplies (e.g. items/equipment consumable by participants or which become their personal property), tools or clothing related to employment or training, and participant tuition and fees incurred to achieve program objectives.

Participant Costs Budget Narrative: List each type of item with a unit cost x number of units = total. Number of units should be related to the number of individuals that will receive the item.

3. Equipment.

Equipment Costs Budget Detail Worksheet: Non-consumable, depreciable equipment necessary for the in the program. Examples are: computers, printers, fax machines, and office furniture. Equipment leases should also be listed here.

Equipment Budget Narrative: For each type of equipment to be purchased, list the number of items and the unit cost for each item. Please note that any item with a unit cost of \$1000 or more will require prior written approval by the NLWIB.

4. Contractual Services.

Contractual Services Costs Budget Detail Worksheet: Costs related to services contracted to an outside organization or company necessary and related to direct service to clients. Costs related to the purchase of goods or services from a general supplier, vendor transactions or part of general operating costs should not be included in this category and instead should be listed under Infrastructure/Operating costs category.

Contractual Services Budget Narrative: Any sub-contractors should also be included in the proposal narrative along with their responsibility and role. Detail name of contractor x the cost = total.

5. Infrastructure/Operating Costs Detail.

Infrastructure/Operating Costs Detail: General costs to run the program, including building rental, facilities maintenance, utilities, phones, general consumable materials and supplies, Internet, staff travel and training, insurance, audits, etc., and other costs related to supporting and maintaining organizational infrastructure. Professional services purchased from vendors (as opposed to subcontractors) are included in this category. Costs related to technology needed to fulfill requirements can be included as part of your budget and will be reviewed for cost effectiveness and reasonableness.

Infrastructure/Operating Costs Budget Narrative: As applicable, for each item list the number of items x the unit cost for each item = total. An alternate method of calculation, such as cost per unit of item (e.g. month or annual cost) or per staff would also be acceptable.

6. Indirect Costs.

Indirect Costs Budget Detail Worksheet: If used this rate should include audit, payroll and other costs of program support such as general costs that cannot be directly identified as a cost to any specific program, but are equitably allocated to all the programs that the organization operates and therefore should not also be listed in Infrastructure /Operating Costs Category. Note: This category may only be used by organizations with an Indirect Cost Rate approved by an authorized federal or state agency. A copy of the Indirect Cost Rate Proposal approved by the cognizant federal agency must be attached.

Exhibit "5"
SCOPE OF WORK
YOUTH EMPLOYMENT AND TRAINING PROGRAM

This RFP is for the design, development and administration of a youth service system. This system will provide programs that assist youth to become life-long learners with the necessary skills to prepare youth to make a successful transition to adulthood, to obtain long-term academic and employment success and to provide a means to develop the potential of youth as citizens, employees and leaders in the community. This youth program will assist at-risk youth ages 14-21 in achieving major educational attainment, skills development and/or employment through a focus on intensive year round programming; an emphasis on long-term outcomes; the delivery of the ten required program elements; and increased connections to employer and labor market information.

For purposes of this scope of work, the Respondent that has been awarded the Youth Employment and Training Program will herein be referred to as the "Provider".

1. General Responsibilities of the Provider:

- 1) Contract with the NLWIB and comply with all terms and conditions of the agreement for the delivery of services;
- 2) Work under the direction of, and in cooperation with NLWIB staff;
- 3) Meet regularly with NLWIB staff to ensure that expectations are communicated, issues are resolved, and that program implementation and effective coordination are occurring;
- 4) Support the NLWIB in all policy-making decisions for WIA-funded youth activities in Lake County;
- 5) Provide fiscal, operational, and performance reports as required by the NLWIB; and
- 6) Implement a continuous improvement process.

2. Required Program Elements. The following 10 elements must be made available to every WIA youth participant; however referrals can be made to other resources to fulfill this requirement. The most effective programs are those that connect these elements through a collaboration of community resources.

- 1) **Tutoring, study skills training, and instruction** that lead to the completion of secondary school and include dropout-prevention strategies and basic skills

instruction. This will include instructional services that assist out-of-school youth to show gains in Literacy and Numeracy under the WIA Youth Performance Measures (please refer to Section 5 – Outcome Measures in this scope of work)

2) **Alternative secondary school** services that include referral services and development of linkages to community resources;

3) **Summer employment opportunities** that are directly linked to academic and occupational learning. WIA moves the workforce development system away from short term interventions, instead emphasizing the long-term development of young people;

4) **Paid or unpaid work experience** which is structured opportunities that occur in the workplace for a specific period, connect with individual plans of service, and support goal achievement. Paid and unpaid work experience opportunities may include internships, job shadowing, and short term employment.

5) Occupational skills training including apprenticeship programs.

6) **Leadership development opportunities** including community service and peer-centered activities encouraging responsibility and other positive social behaviors. Leadership activities should take place during non-school hours, may be coordinated with local schools or other existing leadership opportunities, and may include:

- o Exposure to post-secondary educational opportunities.
- o Peer mentoring and peer tutoring.
- o Organizational and team work training.
- o Service learning projects.
- o Involvement with local non-profit boards looking for youth participation, including the Youth Council.
- o Training in decision-making and prioritizing.
- o Citizenship training in areas such as life skills, budgeting, parenting, appropriate work behavior, and social responsibility, including the importance of preventing out-of-wedlock pregnancies.
- o Training in positive social behavior, including positive attitude development, and self-esteem building, cultural diversity, work simulation activities, and other soft skills development.

7) **Supportive services** to reduce the barriers to success in school and work, including referrals to other agencies in the community to assist youth with specific needs. Supportive services may include:

- o Linkage to social, medical and housing services, education assistance, and other needed services.

- o Assistance with uniforms, appropriate work attire, and work-related tool costs.
- o Assistance with transportation costs, including bus passes to ensure youth are able to participate in work experience opportunities.

8) **Mentoring** to match youth with adults who have similar interests and backgrounds and will continue the relationship for a minimum of twelve months. Work-based mentoring may take place in conjunction with a job or internship activity. Mentoring may begin before the youth exits the program and continue beyond exit and can be part of the required follow-up services;

9) **Mandatory follow-up services** for 12 months after the completion of participation. All WIA youth participants must receive follow-up services for a minimum of twelve months after exiting the Youth Employment & Training program. Follow-up services must consist of case management services combined with other services, depending on the individual needs of the youth. Examples of follow-up services include:

- o Leadership development and supportive services, as described above.
- o Work-related peer-support groups.
- o Periodically scheduled group or individual meetings to discuss educational and career goals.
- o Assistance in obtaining or retaining jobs, career development, and in pursuing further educational opportunities.
- o Monthly contact including but not limited to phone calls, emails, and in-person visits.
- o Regular contact with a youth's employer, and assistance in addressing work-related problems.
- o Adult mentoring.
- o Tutoring or school-based study groups.
- o Any other appropriate activities necessary to support the participant.

10. **Comprehensive guidance and counseling** which may include drug and alcohol abuse counseling and referral, as appropriate.

3. **Target Population to be Served.** For purposes of this RFP, a youth is defined as an individual who:

- 1) Is age 14-21 (Note: Youth 18-21 may also be serviced through the WIA Title I-B Adult Program;
- 2) Is low income; and
- 3) Is within one or more of the following categories;
 - o Low basic skills;

- o School dropout (A “Dropout” is defined as an individual no longer attending any school, including an alternative school);
- o Homeless, runaway, or foster child;
- o Pregnant or parenting youth;
- o Offender; or
- o Needs additional assistance to complete an educational program or secure and retain employment.

4. **Other Program Components.** It is expected that proven “best practices” will be incorporated in the delivery of the following program components.

- 1) **Outreach and Recruitment:** Providers have the primary responsibility for conducting outreach and recruitment to identify program participants.
- 2) **Intake Screening and Eligibility:** Under the WIA legislation, all youth must meet eligibility criteria as defined in the “Target Population” section of this RFP. Providers will screen applicants for suitability for program participation. Certification of eligibility for any WIA-funded programs must be completed prior to enrollment. Providers will complete a fully documented eligibility determination packet. Certification includes income determination. The NLWIB Staff will provide final approval of WIA eligibility before any services are provided to youth participants. The NLWIB has the sole authority to approve final eligibility of applicants under relevant laws and regulations. Provider must enter all data in the WFN VOS data system prior to final eligibility approval.
- 3) **Orientation:** All participants must receive information on the full services that are available to youth.
- 4) **Assessment:** Each participant shall be provided with an objective assessment of his/her academic, employment skills, and supportive service needs. This includes a review of educational skill levels, occupational skills, prior work experience, employability, interests, aptitudes, and supportive service needs. Where appropriate, recent assessments can be used in lieu of additional assessment. The goal is to accurately evaluate the youth in order to develop an appropriate service strategy to meet his/her individual needs.

WIA youth must be tested for basic skills within 30 days of the enrollment date or provide documentation that testing occurred no more than six months prior to enrollment; and pre-test for Literacy and Numeracy skill level no later than 60 days after the youth’s initial enrollment date.

- 5) **Individual Service Strategy (ISS):** An individualized, written plan of long and short-term goals to address each WIA participant's unique needs and barriers as identified in the objective assessment (that includes needed educational, employment related and personal support services) must be developed and maintained for each participant. The plan should specify a delivery method to meet those needs or overcome the barriers identified. The level of services needed by a participant will determine the program elements to be included in the ISS. The plan should be used to track services to be delivered and/or coordinated by the program and should be regularly reviewed and updated as changes occur.
- 6) **Referral to Services:** Providers are strongly encouraged to link and share information with other youth-serving agencies, organizations and training providers in order to meet the individual needs of all youth.
- 7) **Coordination with One-Stop System:** The One-Stop system provides workforce development services to adults. NLWIB youth Providers will be expected to engage in partnerships to provide resources and services to youth. Specifically, programs should provide for a seamless transition to the One-Stop system.
- 8) **Academic Requirements:** The target population to be served includes youth who has low basic skills, defined as below 8th grade level. All programs must provide academic services to assist in skill gains for basic skills deficient youth. Assessment instruments must be utilized to show skill level gains. The following are examples of strategies that may help youth attain academic skills:
- a) Instruction leading to high school diploma or GED;
 - b) Basic skills instruction leading to grade or skill level increase, including English as a Second Language;
 - c) Preparation for entry into post-secondary education;
 - d) Project-Based Learning with learning objectives tied to academic competencies;
 - e) Community and Service Learning; and
 - f) Tutoring and/or Study Skills leading to educational success and ultimate school completion.
- 9) **Employer Connections:** Employer connections are essential to the success of an employment program. Providers shall create meaningful employer connections that will result in placements in employment or continuing education as well as exposure to the world of work with resultant measurable skill increases.

Career development experiences should demonstrate meaningful employer involvement. These may be described as structured, supervised, contextual world-of-work experiences, with documented learning outcomes. Work-based learning experiences are those that take place in the context of actual work environments, link to learning outcomes, are developed with employer input, align with industry-specific skill standards and competencies, and are based upon labor market information.

Employment-related activities can include subsidized or unsubsidized work experiences; internships; job shadows; exposure to various aspects of industry; job search assistance, placement and retention; project-based learning; career mentoring; service learning; occupational skill training; and employment opportunities directly linked to academic and/or occupational goals.

10) **Best Practices:** National research identifies the following elements of effective practice and the Provider is encouraged to exemplify the following principles in the delivery of services to youth: relationships that maintain continuity of contact with caring adults; strong connections to employers; a variety of contextual educational options for skill/competency gains or academic learning through practical application; opportunities for leadership and decision-making; positive peer support; opportunities for post-secondary education; opportunities for meaningful service to others; and follow-up support over a sustained period. In addition, the Youth Council will continuously research, analyze and possibly adopt new best practices throughout the contract period. It is expected that the selected Provider will work very closely with the NLWIB/Youth Council in the implementation of such practices.

5. **Performance Outcomes:** The selected service provider will be expected to meet the **WIA Youth Performance Measures for WIA youth**. WIA measures are fully explained below. These performance measures are subject to change based on guidance received from the California Employment Development Department. The WIA Youth Performance Measures and levels of expected engagement are:

1) **Placement in employment or education**

Of those who are not in post-secondary education, employment, or the military at the date of participation:

Measures the percentage of all youth participants who are engaged in one of the following activities in the first quarter after exiting the program:

- Employment
- Military

- Post-secondary Education
- Advanced Training/Occupational Skills Training

2) **Attainment of a Degree or Certificate**

Of those enrolled in education (at the date of participation or at any point during the program):

Measures the percentage of all youth participants who are enrolled in any organized program of study and receive a diploma or certificate by the end of the third quarter after exiting the program.

3) **Literacy and Numeracy Gains**

Of those out-of-school youth who are basic skills deficient (in-school youth are excluded):

Measures the percentage of basic skills deficient out-of-school youth who increased one or more educational functioning levels* within one year of youth program participation. * Each educational functioning level is equivalent to 2 grade levels.

Pre-tests must be administered no later than 60 days after the youth's first program service.

Post-tests must occur within one year of program participation.

The following table should be used to form the development of the performance plans.

Youth WIA Requirements at Section 136©	PROPOSED WIA Performance Measures for Prg Yr 2012/2013	FINAL WIA Performance Measures for Prg Yr 2012/2013
Placement in Employment or Education	67%	65%
Attainment of a Degree or Certificate	47%	61%
Literacy & Numeracy Gains	30%	40%

Exhibit "6"
BUDGET DETAIL WORKSHEET
YOUTH TRAINING AND EMPLOYMENT PROGRAM

	Funds Requested	Leveraged Resources	TOTAL BUDGET
PERSONNEL COSTS			
Salaries	\$	\$	\$
Total Salaries	\$	\$	\$
Fringe Benefit Cost	\$	\$	\$
Fringe Benefit Rate			
Total Personnel Costs	\$	\$	\$
PARTICIPANT COSTS			
Total Participants Costs	\$	\$	\$
EQUIPMENT PURCHASE COSTS			
Total Equipment Purchase Costs	\$	\$	\$
CONTRACTUAL SERVICE COSTS			
Total Contractual Service Costs	\$	\$	\$
INFRASTRUCTURE/OPERATING COSTS			
Total Infrastructure/Operating Costs	\$	\$	\$
INDIRECT COSTS			
Indirect Costs (applied based on Cost Agreement)	\$	\$	\$
Indirect Cost Base			
TOTAL OTHER COSTS	\$	\$	\$
TOTAL BUDGET	\$	\$	\$

