Contract No. **K594759-02**

366-F1511

WORKFORCE INVESTMENT ACT OF 1998 CONTRACT FOR SERVICE PROVISION

1. PARTIES.

This Contract is by and between the Golden Sierra Job Training Agency ("GSJTA") and the County of El Dorado Health & Human Services Agency responsible for Community Action Agency Programs representing the El Dorado One Stop Operator Consortia ("CONTRACTOR").

2. PURPOSE.

The parties agree to enter into this Contract for the purpose of creating a One-Stop Operator Consortium as prescribed in the Workforce Investment Act of 1998 (WIA or Act) Section 121(d)(2)(A)(ii) to operate as a "single service delivery system under the WIA". This Contract enables the CONTRACTOR to continue WIA operations/activities during the term October 1, 2014 through May 31, 2016. The CONTRACTOR agrees to and certifies to the Workforce Investment Board (WIB) and the Governing Body that the requirements in Section 121(d) and Section 134(c) of the Act will be satisfied. The parties make the commitment to continue to maintain not only the basic provisions of WIA, but also to enact the basic guiding principles of California's One-Stop delivery system. These State Principles are as follows:

- Integrated: offering as many employment, training, and education services as possible for unified customer service;
- Comprehensive: offering its primary customers – employers and job, education, and training seekers – an array of useful information and wide and easy access to needed services;
- Customer Focused: providing a means for customers to judge the quality of these services in order to support informed choice; and
- Performance Based: identify clear outcomes and methods, including customer satisfaction, for measuring the agreed-upon outcomes.

3. REFERENCES:

All policies and procedures referenced in this contract are available online at www.goldensierra.com, www.doleta.gov , www.edd.gov or other appropriate government entity's website.

4. EXHIBITS.

This Contract consists of this page and the exhibits listed below.

Exhibit A – General Terms and Conditions
Exhibit B – Statement of Work
Exhibit C – Budget
Exhibit D – Performance Measures
Exhibit E – Intellectual Property Provisions
Exhibit F – Insurance Requirements
Exhibit G – Debt Collection Procedures
Exhibit H – Assurances and Certifications
Exhibit I – Confidentiality of Client Records
Exhibit J – WIA Complaints/Grievance Procedures

Exhibit K – Maintenance of Effort
Exhibit L – Certification Regarding Lobbying
Exhibit M – Non-Supplantation of Funds
Exhibit N – Innovative Year Round Youth Proposal
Exhibit O – Indirect Cost Rate (ICR) and Indirect Costs Applied

5. TERM.

This Contract begins on October 1, 2014, and ends on May 31, 2016, except when necessary and reasonable start-up or closeout activities are authorized elsewhere in this Contract or in writing by GSJTA.

Funding terms are as follows:
Adult & Dislocated Worker – October 1, 2014 – May 31, 2016
Youth – October 1, 2014 – May 31, 2016
Rapid Response – October 1, 2014 – June 30, 2015

6. FUND LEVELS

The funding for the CONTRACTOR shall be as follows, subject to final state allocations:

WIA Funding:	
Adult	$187,090
Adult transferred from DW	$115,844
Youth	
- In School*	$60,455
- Out-of-School*	$146,526
Dislocated Worker	$115,844
Rapid Response	$72,767
Total Contract award	$698,526
Funds retained for direct pay	$244,520

GSJTA may add additional funding to this contract during the specified term by issue of a contract modification notifying CONTRACTOR of the funding allocation to CONTRACTOR, the specific service to be provided and any requirements associated with the funding. Said contract modification(s) shall be incorporated herein and made by reference a part hereof.

*As per CONTRACTOR's Innovative Year Round Youth Proposal (Exhibit N), submitted and awarded to provide Innovative Year Round Youth Programs.

A. Payment and Reporting:

The Agency shall reimburse the CONTRACTOR for services performed under this Agreement. Each payment shall be made after timely presentation by the CONTRACTOR of an invoice, no later than **fifteen (15) calendar days** after the end of each month. Each invoice submitted shall be subject to review and approval by the Agency and must be substantiated by such detailed itemization as required by the Agency.

For services provided herein, GSJTA agrees to pay CONTRACTOR within forty five (45) days of receipt and approval of itemized invoice(s).

The CONTRACTOR is responsible for the allocation of expenditures based on the above funding streams and for insuring that funding limitations and WIA guidelines regarding program activities are adhered to.

B. Reimbursement of Operating Costs:
Upon mutual prior written agreement of the parties and submission of an invoice by GSJTA that is approved by Contractor, Contractor shall reimburse GSJTA, or allow GSJTA to withhold funds from sub-grant allotment, for expenses incurred by GSJTA on behalf of Contractor for operation of the WIA Program.

C. Disallowed Costs:
CONTRACTOR shall be liable for and will repay the GSJTA any amounts expended under this agreement found not to be in accordance with the WIA and the provisions of this agreement including, but not limited to, disallowed costs. Such repayment will be from funds (non-federal) other than those received under the WIA. See Office of Management and Budget Circular A-87, Attachment B, Item 6; WIA Directive WIAD05-14; WIA 185(f)(2); and Code of Federal Regulations 667.300.].

7. CONTRACT ADMINISTRATOR
The County officer or employee with responsibility for administering this contract is Lynda Webb, Program Manager, Health and Human Services Agency, or successor.

8. SIGNATURES.
This Contract may only be modified by a signed, written Contract modification document. No oral conversation shall be considered to be Contract modification. The parties agree to all Contract provisions, including this page and all exhibits, by signing below.

FOR GSJTA

Signature

Jason Buckingham, Executive Director

Typed Name and Title

FOR County of El Dorado
Health & Human Services Agency
Human Services Department
responsible for
Community Action Agency Programs

Signature 2-24-15

Brian Veerkamp, Chair
County of El Dorado Board of Supervisors
Typed Name and Title

ATTEST: James S. Mitrisin
Clerk of the Board of Supervisors

By _____
Kathryn Tyler, Deputy Clerk
2-24-15

EXHIBIT A

CONTRACT NO.: K594759-02

Number of Exhibit Pages: 1 through 18 Including Index

GENERAL TERMS AND CONDITIONS

INDEX

The following terms and conditions are contained in this Exhibit.

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1. NOTICES

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices, reports and payments shall be sent to the following individuals and addresses.

GSJTA	County of El Dorado Health & Human Services Agency responsible for Community Action Agency Programs
Jason Buckingham Executive Director 1919 Grass Valley Hwy, Suite 100 Auburn, CA 95603 (530) 823-4635	Lynda Webb Program Manager 3057 Briw Road, Suite A Placerville, CA 95667 (530) 642-7325

The individuals and addresses listed above may be changed by written notice to the parties.

2. FISCAL REQUIREMENTS

A. Payment Requests

All payment requests shall be submitted in accordance with Section 6 A. Continued or repeated failure by the CONTRACTOR to submit timely and/or complete invoices may result in suspension or termination of the Contract.

B. Payment Denial

GSJTA 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 GSJTA policy; c) recoupment of costs disallowed under this or a previous GSJTA contract; d) recoupment of amounts otherwise owed to GSJTA; e) failure to receive Federal funds, upon which funding for this Contract is based.

C. Funding Streams

All payments to CONTRACTOR shall be in accordance with Exhibit C, the Contract Budget. 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 GSJTA policies and procedures.

D. Travel & Per Diem Costs

CONTRACTOR shall not be reimbursed for any travel or per diem costs at rates that exceed those paid to GSJTA employees in accordance with GSJTA policy.

E. Fraud or Abuse Allegations

In the event of allegations of fraud or abuse, GSJTA 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 final disallowed cost resolution procedures.

F. Additional Funding

CONTRACTOR shall notify GSJTA, in writing, within ten (10) calendar days of receipt of any additional funding that materially affects the cost and/or quality of the service provided under this Contract. Upon receipt of such written notification, GSJTA, with approval of the Workforce Investment Board and Governing Body, may reduce payment to CONTRACTOR hereunder upon re-determination of the cost reasonableness of the services provided under this Contract.

G. Support of Salaries and Wages

Charges to the program for salaries and wages of CONTRACTOR's employees shall be based upon documented payrolls approved by a responsible official of CONTRACTOR. The distribution of salaries and wages must be supported by personnel activity reports as specified herein. Reports effecting the distribution of activity of each employee must be maintained for all staff members, professional and nonprofessional, whose compensation is charged, in whole or in part, directly to this agreement.

1) Invoices shall include a summary report, indicating amounts paid for salaries and wages, by employee.
2) This summary shall be supported by individual time records which are subject to monitoring by GSJTA, Federal and State regulations, and others as deemed appropriate.
3) Budget estimates do not qualify as support for charges to the program. All salary charges must represent actual, verifiable hours worked on this Contract.

3. DELIVERY OF SERVICES

CONTRACTOR agrees to deliver the quality and quantity of services as specified in Exhibit B, the Statement of Work. Any deviation from the Statement of Work must be approved in writing by GSJTA. Provider will ensure due diligence in managing fund streams included in this Contract, including the carrying out of the appropriate monitoring activities as defined in GSJTA monitoring policies and procedures and taking prompt corrective action to prevent violations of fund stream rules and regulations.

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, Governing Body and GSJTA policies and procedures applicable to each fund stream included in this Contract;
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;
5) GSJTA's WIA plan; and
6) Federal, State and GSJTA management information system (MIS) guidelines, manuals, policies and procedures.

B. Rules Changes

CONTRACTOR also understands and agrees that all statutes, regulations, rules, policies, procedures, cost circulars, and periodic publications referenced in § 4.A., above are subject to amendment or replacement during the life of this Contract. All such changes shall take effect upon their effective dates and shall become binding upon actual or constructive notice to CONTRACTOR. Constructive notice includes publication, mailing or distribution to CONTRACTOR or its project manager.

5. CONTRACT CHANGES

A. Unilateral Modification

This Contract may be unilaterally modified at any time by GSJTA as required by changes in Federal or State laws, regulations, or rules. CONTRACTOR must either accept the unilateral modification or may elect to give 30 day notice of Contract termination.

B. Bilateral Modification

This Contract may be bilaterally modified at any time by the execution of a written, signed contract modification requiring WIB and Governing Body approval.

C. Early Termination

This Contract may be terminated early in whole or in part for any of the following reasons.

1) Either party may terminate this Contract for convenience by giving 90 calendar days advance written notice to the other party in person or by certified mail. The 90-day period shall commence when notice is deposited with the post office or personally delivered;

2) Either party may terminate this Contract immediately for cause by giving written notice. Breach of any Contract provision shall constitute cause for termination;

3) if GSJTA fails to receive sufficient Federal or State funds to meet any or all of its contractual obligations due to fund reduction, suspension or termination or other causes, GSJTA shall have the right to immediately and unilaterally reduce or terminate all or part of this Contract;

4) GSJTA may terminate this Contract for cause if CONTRACTOR appears on the register of employers in contempt of court for violations of the National Labor Relations Act.

D. Early Termination Costs

If this Contract is terminated early, CONTRACTOR shall be entitled to allowable costs accrued prior to the date of termination, plus reasonable closeout costs approved by GSJTA.

E. Deobligation and Probation

GSJTA shall have the right to adopt and implement a fund deobligation and probation policy which may shift funds away from or place on probation a Provider who is under utilizing available funds, is failing to meet performance or reporting expectations, or is failing to achieve service levels as established in the Statement of Work.

Providers may voluntarily deobligate funds but are strongly encouraged to do so as early in the Contract year as possible. This will allow for the timely reallocation of funds to other Providers that need additional monies. Funds deobligated after December 15 will not reduce the amount of available funds used to calculate the required expenditure rates, thus subjecting CONTRACTOR to the conditions of the fund deobligation and probation policy as discussed in the above paragraph.

Should GSJTA's funding be reduced, GSJTA may, notwithstanding any other provision of this Contract, at any time with WIB and Governing Body approval,, deobligate or otherwise reduce or withdraw funds allocated to CONTRACTOR pursuant to this Contract or, with WIB and Governing Body approval, terminate this Contract. In the event of deobligation, GSJTA may unilaterally amend this Contract identifying the deobligation. GSJTA shall have no liability to CONTRACTOR based upon said deobligation or termination, specifically including, but not limited to, any liability for CONTRACTOR's consequential damages.

6. REMEDIES, BONDING AND INSURANCE

A. Indemnification

CONTRACTOR shall hold harmless and indemnify GSJTA, The agency Governing Body and the WIB, and their officers, agents and employees, from all liability arising in whole or in part from any wrongful acts or omissions of CONTRACTOR in the performance of this Contract. Indemnification shall include but not be limited to, reasonable attorney's fees, related administrative costs, court costs, other reasonable expenses, judgments, and reasonable settlement amounts. CONTRACTOR shall also hold harmless and indemnify GSJTA from any liability arising as a result of disallowance of contract funds.

B. Disallowed Costs

In the event of disallowed contract costs, CONTRACTOR agrees to share the reasonable costs of resulting litigation to which GSJTA is a party to the extent of its proportionate share of contested disallowed costs.

C. Notice of Claims

Notice shall be promptly submitted to GSJTA of any action or claim being brought against CONTRACTOR resulting from this Contract.

D. Bonding

Prior to initial disbursement of funds to CONTRACTOR, GSJTA must 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 GSJTA. Bonding may be waived for governmental entities.

Bonding Requirement Waived:

Contractor Initial: _____ GSJTA Initial: _____

E. Insurance

CONTRACTOR shall not commence work under this Contract until all required insurance and certificates of proof have been furnished to GSJTA. CONTRACTOR shall not allow any subcontractor or agent to commence work until similar insurance has been obtained. All required insurance shall be kept current throughout the term of the Contract. Required insurance includes:

1) General Liability Insurance: $1,000,000.00
2) Automobile Liability Insurance: $1,000,000.00
3) Workers Compensation: As required by law
4) Property Damage: In the event CONTRACTOR utilizes any real or personal property owned or tagged by GSJTA, CONTRACTOR shall insure property as follows:

   Real Property: For the full insurable replacement value against the hazards of fire, vandalism and malicious mischief, and other property-related losses;

   Personal Property: For the replacement cost against the hazards of fire, burglary, theft, vandalism and malicious mischief.

A self-insurance program may be accepted by GSJTA in lieu of insurance coverage.

7. CERTIFICATIONS

A. Legal Authority

CONTRACTOR certifies that it possesses the legal authority to execute this Contract and to perform required work.

B. Defective Pricing

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

C. Internal Controls

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

D. Sectarian Activities and Maintenance of Effort

CONTRACTOR assures and certifies that:

(a) This Contract does not provide for the advancement of, or aid to, any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state. There shall be no religious workshops, instruction or proselytic action as part of, or in connection with, the performance of this Contract.

(b) Clients shall not be employed on the construction, operations, or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place for religious worship.

(c) There will be no employment or training of clients in sectarian activities.

(d) No WIA funds shall be used to support any religious or anti-religious activity.

(e) All training and/or services shall be free of religious content and all materials shall be devoid of ecclesiastical or sectarian teaching.

(f) No WIA-funded client or employee may perform any activities which would benefit or be associated with any religious activity.

(g) The portion of any building utilized for WIA activities shall be separate and distinct from the remainder of the facility and shall be free of all sectarian influence or appearance including religious artifacts, symbols and paraphernalia.

(h) No religious activity shall be conducted within any portion of the building used for WIA training and/or services during any time that any W IA activity is being conducted or when WIA clients are present in the course of any WIA activity.

E. Independent Contractor

The parties to this Contract will be acting in an independent capacity and not as agents, employees, partners, joint venturers, or associates of each other. The employees or agents of one party shall not be deemed or construed to be the agent or employee of the other party for any purpose whatsoever.

F. Conduct Standards

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 Contract will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. Provider 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 must, perform reasonable due diligence to 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 Contract, will not be assigned to any part or phase of the activities conducted pursuant to this Contract 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 Contract, 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 and their subcontractors, a GSJTA-area elected official or a member of the WIB, 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 Contract. Supplies, materials, equipment or services purchased with contract funds will be used solely for purposes allowed under this Contract. No member of the WIB 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) The primary purpose of the intended GSJTA Wide Area Network (WAN) is for the exchange of information in order to promote and support WIA activities in an efficient and effective manner throughout the Golden Sierra Workforce Investment Area.

G. Citizenship and Work Status

CONTRACTOR shall fully comply with all laws regarding employment of aliens and others. All employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations including but not limited to, the Immigration Reform and Control Act of 1986, Public Law 99-603.

H. Selective Service

CONTRACTOR shall ensure that participants comply with Section 167(a)(5) of the Military Selective Service Act and other eligibility requirements applicable to the fund stream into which the participant is enrolled.

I. Confidentiality

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.

Sources of confidential participant information may include, but are not limited to, The County of El Dorado Community Action Agency and Public Housing Authority, 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. CONTRACTOR agrees to:

1) Keep all confidential participant information furnished by GSJTA 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 GSJTA 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;

2) 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. Return the confidential information promptly or destroy all copies of derivations of that confidential information when its use ends, utilizing an approved method of confidential destruction;

3) Ensure that all Provider staff requesting or receiving GSJTA and/or State confidential information date and sign a Confidentiality Statement. If CONTRACTOR enters into an agreement with a subcontractor, CONTRACTOR agrees to include these security and confidentiality provisions in the subcontract; and,

4) Designate a person responsible for information and data security and confidentiality, and immediately notify GSJTA, in writing, of any designee changes.

CONTRACTOR security and confidentiality designee is:

Name	Lynda Webb
Title	Program Manager
Address	3047 Briw Road, Placerville, CA 95667
Telephone No.	530-642-7325
Fax No.	530-626-9060

J. Training and Support Services Funding

CONTRACTOR shall require all participants to make maximum use of non-WIA resources for training and support services, and will report and make available to GSJTA all records relating to participant Pell applications and Pell grant fund receipt and distribution. No WIA training or support services costs shall be incurred without first utilizing other resources. Pell and WIA funds may be combined, so long as multiple fund sources do not duplicate payments for the same expense.

K. Drug Free Workplace

CONTRACTOR agrees to 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 8350(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 this Contract:
  - will receive a copy of CONTRACTOR's drug-free policy statement; and,
  - will agree to abide by the terms of CONTRACTOR's statement as a condition of employment on the Contract.

L. Child Support Compliance

In accordance with the Child Support Compliance Act, CONTRACTOR recognizes and acknowledges:

- 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
- 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).

M. Patents, Copyrights and Data Rights

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

GSJTA, State of California, and U.S. Department of Labor, shall have the right to patent any invention and copyright any written product or computer program. Upon written request, Provider shall transfer all pertinent information specifications and right, title and interest to the designated agency.

CONTRACTOR will retain a non-exclusive, royalty-free license on each subject invention, document, program or data to which GSJTA, 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.

Where GSJTA, 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, GSJTA, the 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.

N. Health and Safety

CONTRACTOR shall maintain appropriate standards for health and safety in work and training situations.

O. Clean Air/Clean Water

CONTRACTOR affirms that it is in compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15).

P. Debarment and Suspension Certification

By signing this Contract, CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that it will comply with regulations implementing Executive Order 12549, Debarment and Suspension, 29 C.F.R. Part 98.510, and that, to the best of CONTRACTOR's knowledge and belief, it and its principals:

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

2) have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

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

Q. Lobbying

CONTRACTOR assures and certifies to the lobbying restrictions which are codified in the DOL regulations at 29 CFR Part 93.

1) No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this Contract.

2) If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Contract, CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3) CONTRACTOR shall include the language of this certification in subcontracts over $100,000.

4) 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.

R. Coordination

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

S. Litigation Costs

CONTRACTOR agrees that Contract funds cannot be used to litigate against GSJTA or the WIB, or against the Federal, State, or County governments.

T. Nondiscrimination

The conduct of the parties to this agreement will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated thereunder and the provisions of WIA, Section 188. In addition:

1) During the performance of this agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, pregnancy disability and denial of family care leave, CONTRACTOR and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

2) CONTRACTOR assures that it is an Equal Opportunity Employer and complies with the Americans with Disabilities Act of 1990.

3) CONTRACTOR assures compliance with EO 11246 of September 24, 1967, “Equal Employment Opportunity”, as amended by EO 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60) as stated in 29 CFR Section 97.36(i)(3).

4) CONTRACTOR and its subcontractors shall comply with provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as it set forth in full.

5) CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

6) CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement.

7) Section 504 of the Rehabilitation Act

CONTRACTOR agrees to abide by the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise-qualified individual with a disability shall, by reason of his or her disability, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

U. Disputes and Grievances

CONTRACTOR will develop and maintain a system for the handling of grievances and complaints in accordance with the WIA, and guidelines issued by the State and GSJTA.

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 in accordance with GSJTA procedures.

Subject to the previous paragraphs, CONTRACTOR agrees to participate in and be bound by questioned and/or disallowed cost or grievance resolution decisions issued by GSJTA. Such procedures shall include an opportunity for a fair hearing upon request.

V. Public Statements and Marketing

CONTRACTOR shall indicate in any press release or statement to the public related to the program that it is funded by the Golden Sierra Workforce Investment Area. CONTRACTOR shall identify the WIB or its brand in all contract-funded marketing.

W. Unemployment Benefits

CONTRACTOR shall not place participants with employers improperly failing to provide Unemployment Insurance benefits.

X. Staff Levels

CONTRACTOR agrees to maintain a consistent level of staffing for the programs in this contract. If maintaining the level of staffing is not possible, CONTRACTOR agrees to notify Golden Sierra of any significant staffing shortfall in order to reprogram funds from vacant staff positions for the benefit of program participants.

Y. Assignments and Subcontracts

CONTRACTOR agrees not to assign or subcontract any part or all of its interest in this Contract without prior written approval from GSJTA.

All applicable provisions and requirements of this Contract shall apply to any subcontracts or agreements. CONTRACTOR shall be held responsible for the performance of all subcontractors. Subcontracts must be in writing and a copy of each subcontract must be provided to GSJTA. This paragraph shall not require pre-approval of individual On-the-Job Training (OJT) Agreements, Work Experience (WEX) Agreements or training purchases from the WIA Eligible Training Providers' List (ETPL).

Z. 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.

AA. Intellectual Property Provisions

CONTRACTOR acknowledges that its rights and the rights of GSJTA regarding intellectual property acquired or created with funds provided pursuant to this Contract are specifically limited by the Intellectual Property Provisions of GSJTA's state sub-grant and, accordingly, CONTRACTOR shall comply with the Intellectual Property Provisions attached hereto as Exhibit E and incorporated herein by reference.

BB. Facilities

CONTRACTOR agrees to provide the services funded by this Contract in facilities that meet federal, state, and local safety and health laws and regulations, including, but not limited to, federal and state occupational safety and health laws and regulations and the California Safe Drinking Water and Toxic Enforcement Act of 1986, and to maintain said facilities in accordance with these laws and regulations.

CC. Kickbacks

No officer, agent, or employee of CONTRACTOR shall solicit or accept any favor or any financial interest from any supplier or potential supplier of goods or services under this Contract including any extension thereof.

DD. Fraud and Program Abuse

CONTRACTOR shall establish and implement appropriate internal program management procedures to prevent fraud, abuse and criminal activity. CONTRACTOR shall notify GSJTA within twenty-four (24) hours of any suspected or proven fraud, abuse or criminal acts involving WIA funds or WIA-funded activities.

EE. Immigration Reform and Control Act of 1986

CONTRACTOR assures that it shall be in compliance with the Immigration Reform and Control Act of 1986, specifically including, but not by way of limitation, the anti-discrimination provisions of Section 102, as well as requirements disqualifying certain legalized aliens from receiving benefits under this Contract for five (5) years from the date they were granted temporary resident status, even if they have been provided status according to Section 245A (amnesty or legalization) and 210A (replenishment workers) of the Immigration and Nationality Act, as amended.

FF. Non-Supplantation of Funds

Federal funds must be used to supplement existing funds and not replace (supplant) non-federal funds which have been appropriated for the same purpose. Grant funds may not be used to pay for program activities that eh recipient is already obligated to pay or has already funded. Grant funds must be used to increase the total amount of funds available to deliver program services. The rules governing supplanting also apply to funds used as match.

Supplanting may be a subject of post-award monitoring and audit. If there is a potential presence of supplanting, the grantee may be required to supply documentation that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

CONTRACTOR agrees to execute and provide to GSJTA a Certification of Non-Supplanting on the forms provided by GSJTA, attached hereto as Exhibit M and incorporated herein by reference.

GG. Protection of Human Subjects

CONTRACTOR shall comply with the provisions of applicable federal regulations, including but not limited to Executive Order 13627 dated September 25, 2012, which requires safeguarding the rights and welfare of human subjects who are involved in activities supported by federal program funds.

8. 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. In addition, WIA regulations require that the CONTRACTOR maintain a separate accounting system for all claims submitted under this Contract.

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 contract termination. Alternate allocation methods may be accepted upon approval of the Golden Sierra Administrative entity

Alternate allocation methods for Indirect Costs – Costs Applied as outlined in Exhibit O have been accepted.

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 shall be retained by CONTRACTOR to underwrite additional training or training related services for GSJTA approved programs. CONTRACTOR will be responsible for tracking contract revenues and expenditures separately for each fund stream in accordance with GSJTA policies and procedures.

D. Stand-In Funds

Allowable WIA costs which are paid using other fund sources may potentially qualify as stand-in costs. CONTRACTOR shall identify, document, and account for uncharged WIA costs. Such stand-in costs shall be reported to GSJTA on a quarterly basis.

E. Property

All property, finished or unfinished documents, data, studies and reports prepared or purchased by CONTRACTOR under this Contract will be disposed of in accordance with GSJTA directions. In addition, any tools and/or equipment furnished by GSJTA 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 GSJTA. Upon termination of this Contract, CONTRACTOR will immediately return tools and/or equipment to GSJTA or dispose of them in accordance with GSJTA's directions. CONTRACTOR agrees to maintain all equipment, including equipment supplied by GSJTA, in good working order for the duration of the Contract.

F. Lease of Property or Facility

All new leases of properties must be reviewed and approved by GSJTA prior to execution.

All lease agreements shall incorporate the following provisions. CONTRACTOR shall amend any current lease agreements to incorporate the following provisions:

All leases of property or facilities procured to house a GSJTA WIA program under this Agreement must contain a provision that allows GSJTA, at its sole option, to assume the lease for its remaining term, under the same terms and conditions then in effect, in the event that GSJTA terminates the CONTRACTOR's WIA Agreement or if the CONTRACTOR abandons the lease.

All leases of property or facilities procured to house a Golden Sierra Consortium WIA program under this Agreement must contain a provision that provides that any improvements made to the facility or property by the CONTRACTOR paid for with WIA funds that inure to the benefit of GSJTA, GSJTA may elect, at its sole option, to remove such improvements.

All new leases of property or facilities procured to house a Golden Sierra Consortium WIA program under this Agreement must contain the following provision:

> "Landlord acknowledges that Tenant's funding for this lease is in large part dependant upon receipt of certain state and federal funds by Tenant. Tenant may terminate this lease upon sixty (60) days notice if funds are not budgeted in any fiscal year for the leasehold of these premises."

Tenant (Capital) improvements to facility are not payable from funds provided under this Agreement. All leases must be approved by GSJTA and be on file with GSJTA before the release of cash.

CONTRACTOR shall not sublease, assign, or amend in any manner leases paid for with WIA funds without prior written approval of GSJTA, which shall not be unreasonably withheld.

CONTRACTOR shall advise GSJTA in writing when leasing through an asset management company. Any negotiated fees require prior GSJTA approval after review for reasonable cost.

CONTRACTOR Owned Facility--Depreciation Use Allowance

Reimbursement for the CONTRACTOR owned facilities shall be based upon OMB circulars A-87, A-102 and A-122, which shall remain applicable to WIA contracts unless a City or State directive has been issued that supersedes them.

G. Building Depreciation:

Building depreciation includes the costs of buildings and capital improvements through allowances for depreciation or other equivalent costs. Where the depreciation method is followed, adequate property records must be maintained, and a generally accepted method of computing depreciation shall be used. The computation of depreciation or use allowance must be based on acquisition cost and exclude the cost of land. The computation will exclude the cost of any portion of the building and improvements either donated or otherwise borne directly or indirectly by the State or Federal Government. If actual cost records have not been maintained, a reasonable estimate of the original acquisition cost may be used as the basis for the depreciation or use allowance, subject to GSJTA approval

H. Improvements of Real Property

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

I. Indirect Costs

Any indirect cost rates must be approved by a cognizant Federal agency.

Indirect Cost Rate (ICR) based on OMB 2CFR225 Appendix E. as outlined in Exhibit O has been accepted.

J. Contract Closeout

CONTRACTOR shall provide GSJTA with a complete closeout package within 30 calendar days after the termination of this Contract. Closeout packages must comply with GSJTA policies and procedures, and must follow the prescribed format. No additional claims for reimbursement will be accepted after submission of the closeout package

9. PROGRAM REPORTS, EVALUATIONS, MONITORING RECORDS AND FISCAL AUDITS

A. Reports

CONTRACTOR shall submit all MIS, performance and other reports required by GSJTA within 15 days, 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. Evaluations and Monitoring

GSJTA will conduct ongoing evaluation and monitoring of 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.

C. Submission of MIS Documents

CONTRACTOR agrees to submit copies of all participant application, registration/enrollment and exit forms and/or other documents deemed necessary by GSJTA within ten (10) business days of any such action.

D. Submission of Training Materials

CONTRACTOR agrees to submit upon request, copies of 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) GSJTA will aid Contractor by operating a participant data system (MIS) as prescribed by the state. This assistance will occur until such time that the Contractor is able to effectively operate a participant data system as prescribed by GSJTA and State requirements.

2) CONTRACTOR will retain all records pertinent to this Contract for a period of five years from the date of the final contract payment. If at the end of five years there is litigation or an audit involving those records, CONTRACTOR will retain the records until the resolution of such litigation or audit.

3) CONTRACTOR shall include these Record Retention 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.

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 GSJTA, and the Employment Development Department (EDD) auditors, investigators, monitors and their representatives at all times during the Contract period and for a period of four 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.

3) CONTRACTOR and/or auditors performing monitoring or audits of CONTRACTOR or its subcontractors will immediately report to GSJTA any incidents of fraud, abuse or other criminal activity in relation to this Contract, the WIA or its 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.

EXHIBIT B

CONTRACT NO.: K594759-02
Number of Exhibit Pages: 1 through 11 Including Index

STATEMENT OF WORK

INDEX

The following terms and conditions are contained in this Exhibit.

1. Counties
2. Programs
3. One-Stop Centers
4. Program Design
   A. Adults and Dislocated Workers
      1) Core Services
      2) Intensive Services
      3) Training Services
   B. Registration/Enrollment
   C. Priority of Service
   D. Individual Training Accounts (ITAs) and Eligible Training Provider List (ETPL)
   E. Youth
5. Program Requirements
   A. Individual Service Strategy
   B. Case Management
   C. Supportive Services
   D. Pell and Other Education Grants
   E. Non-Traditional Employment
   F. Follow-Up Services and Program Quality Evaluation
   G. Skill Training
      1) Classroom Training
      2) On-the-Job (OJT) Training
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   H. Work Experience (WEX)
6. Rapid Response
   A. Rapid Response and Natural Disasters
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7. Business Services
8. Discretionary and Other Special Programs
   A. High Risk Youth Program
   B. Support, Training and Reemployment/ Relocation Services (STARRS)
   C. Foster Care Youth Program
9. Performance Expectations
10. One-Stop Principles

1. COUNTIES

Services will be delivered within the following counties.

☒ El Dorado ☐ Alpine ☐ Placer

2. PROGRAMS

CONTRACTOR is subject to State, Federal and GSJTA rules, policies and procedures for the following program(s). Multiple boxes may be checked.

☒ WIA Title I-B Adult
☒ WIA Title I-B Youth
☒ WIA Title I-B Dislocated Workers
☒ WIA Title I-B Rapid Response
☐ Business Services

3. ONE-STOP CENTERS

CONTRACTOR must operate at least one comprehensive one-stop center that provides a full range of services throughout a given county as defined by WIA. The center must offer core, intensive and training services. The center must: (1) operate all twelve months of the year; (2) must be open at least eight hours per day, Monday through Friday exclusive of holidays; and (3) must include all fund streams covered by this Contract.

CONTRACTOR must also comply with the "One-Stop Principles" which is included in this Statement of work.

CONTRACTOR must establish written resource sharing agreements (RSAs) with other partners operating in El Dorado County in accordance with WIA requirements.

4. PROGRAM DESIGN

A. Adults and Dislocated Workers

Providers must offer access to a continuum of services for adults and dislocated workers. The services are organized into three levels: core, intensive and training.

1) Core Services

All adults (age 18 and over) and dislocated workers have access to core employment-related information and self-service tools without restrictions or additional eligibility requirements, assuming sufficient funds are available. These types of services include:

- Assistance for establishing eligibility
- Outreach, intake and may include worker profiling
- Initial assessment of skill levels, aptitudes, abilities, and support service needs
- Job search and placement assistance and may include career counseling
- Local labor market information, including open job orders and listings, and the information to contact employers
- Performance and program cost information on eligible training providers
- Information on One-Stop operator performance
- Information on supportive services

- Information on filing for Unemployment Insurance
- Assistance in establishing eligibility for welfare to work activities, financial aid assistance for training and education programs available in the local area (not funded under WIA)
- Follow-Up Services, including counseling, after they have entered employment

2) Intensive Services

Intensive services are provided when a determination is made that unemployed individuals would be unable to obtain employment after receiving core services, or when employed individuals are determined to be in need of these intensive services to obtain or retain employment that allows for self-sufficiency. These may include:

- Comprehensive and specialized assessment, including diagnostic testing and interviewing
- Development of Individual Service Strategy
- Group Counseling
- Individual Counseling & Career Planning
- Case Management
- Short-Term Pre-vocational Services
- Support Services
- Work Experience

3) Training Services

Training services are only available after a determination that the individual is unable to obtain or retain employment that leads to self-sufficiency through intensive services. These may include:

- Occupational Skills Training
- On-the-Job Training
- Workplace Training and Cooperative Education Programs
- Private Sector Training Programs
- Skill Upgrading and Retraining
- Entrepreneurial Training
- Job/Work Readiness Training
- Adult Education and literacy activities in combination with training
- Customized Training

B. Registration/Enrollment

Adults and dislocated workers who are primarily seeking information and do not seek direct, one-on-one staff assistance, do not need to be registered. However, when an individual seeks more than minimal assistance from staff in taking the next steps toward self-sufficient employment, then eligibility must be determined and the individual is enrolled at that point.

Registration/enrollment is also the point at which information that is used in performance measurement begins to be collected.

C. Priority of Service

CONTRACTOR must follow GSJTA's Priority of Service Policy for providing intensive and training services to Adult individuals under the WIA Title I-B Adult funding stream as applicable.

D. Individual Training Accounts (ITAs) and Eligible Training Provider List (ETPL)

Adults and Dislocated Workers who have been determined in need of training may access training with an ITA from an approved provider listed on the ETPL. Applications from training providers must be submitted to GSJTA and approved by the WIB prior to placing a participant at a training vendor. ITAs at a minimum will be used to pay for tuition to training providers for occupational and vocational skill training that leads to an identifiable occupation. ITAs may include payments for additional services such as, books, transportation, childcare and other supportive services determined by the WIB. CONTRACTOR must follow GSJTA's local policy(s) governing ITAs and ETPLs.

E. Youth

Must meet all criteria as outlined in Innovative Year Round Youth Proposal (Exhibit N) submitted and awarded.

5. PROGRAM REQUIREMENTS

A. Individual Service Strategy

The Individual Service Strategy (ISS) is an ongoing strategy jointly developed by the participant and the case manager that identifies the participant's employment goals, the appropriate achievement objectives, and the appropriate combination of services for the participant to achieve the employment goals.

The ISS shall be reviewed monthly to evaluate the progress of each participant in meeting the objectives of the service strategy including an evaluation of the participant's progress in acquiring skills and the adequacy of supportive services provided.

B. Case Management

Case management is a client centered approach to the delivery of services designed to prepare and coordinate comprehensive employment plans, such as service strategies, for participants to ensure access to necessary workforce investment activities and supportive services, using where feasible, computer-based technologies; and to provide job and career counseling during program participation and after job placement. Case management efforts will be documented at least once a month. CONTRACTOR agrees to ensure that CONTRACTOR and all subcontractors will maintain individual client case files, if applicable, and make these files available to and open for inspection by appropriate GSJTA, EDD, and federal DOL representatives.

C. Supportive Services

Supportive services may only be provided to individuals who are participating in core, intensive or training services and unable to obtain supportive services through other programs providing such services. Supportive services may only be provided when they are necessary to participate in WIA activities

Supportive services shall be reasonable and necessary for the individual to complete training and to obtain/retain permanent employment. Supportive services include but are not limited to: 1) transportation; 2) health care; 4) drug and alcohol abuse counseling and referral; 5) individual and family counseling; 6) special services and materials for individuals with disabilities; 7) job coaches; 8) child care and dependent care; 9) meals; 10) temporary shelter; and 11) financial counseling.

All supportive service payments will be CONTRACTOR's responsibility.

D. Pell and Other Education Grants

CONTRACTOR shall notify GSJTA in writing of the amounts and disposition of Higher Education Act (HEA) Title IV awards (Pell grants) and other types of financial aid to each WIA customer pursuant to WIA §134(d)(4), 20 CFR S663.320.

For WIA agreements where Pell Grants or other HEA awards are involved, CONTRACTOR shall document in the IEP its determination with the educational institution of the customer's training-related financial assistance needs and the proper mix of WIA and Pell Grant funds, since a Pell grant may be used for applicable living expenses as well as for tuition, fees, and books.

All WIA customers awarded a Pell grant shall execute an agreement on a form to be provided by GSJTA with the CONTRACTOR, which indicates the portion of the HEA grant to be applied to the cost of tuition, fees and books. This information shall be verified during program monitoring. A copy of this agreement shall be maintained in the customer's file. Customers shall not be required to apply for Pell Grants as a condition of participating in a WIA program.

A WIA customer may enroll in WIA-funded training while his/her application for a Pell Grant is pending, as long as CONTRACTOR has made arrangements with the training provider and the WIA customer regarding allocation of the Pell Grant, if it is subsequently awarded. In that case, the training provider must reimburse the contract or the WIA funds used to underwrite the training for the amount the Pell Grant covers. Reimbursement is not required from the portion of the Pell Grant assistance disbursed to the WIA customer for education-related expenses.

E. Non-Traditional Employment

Providers must offer non-traditional training, placement and job retention activities for women. Non-traditional employment is defined as:

"Occupations or field of work where individuals from one gender comprise less than 25 percent of the individuals employed in such occupation or field of work."

F. Follow-Up Services and Program Quality Evaluation

- The follow-up process shall ensure that participants continue in long-term, self-sufficient, unsubsidized employment.
- Follow-up should:
  - Offer continued placement or re-placement services, if necessary
  - Intervene as necessary to resolve potential or actual problems between the participant and the employer
  - Occur at least quarterly for the first twelve months after exit
  - Provide regular follow-up interviews.

The follow-up process will be used to evaluate and improve program quality. The data collected during the follow-up interviews will be used to assess the worth of WIA services and their effect upon the participant's ability to obtain and retain unsubsidized employment. A program's success will be evaluated from the time an individual attends the program information meeting until the follow-up process ends.

Follow-up interviews will also be used to measure 1) return on investment, 2) participant satisfaction with the services provided, and 3) employer satisfaction. The results will be used to determine whether and to what extent contracts are extended or continued from year to year.

G. Skill Training

All One-Stop Centers must offer classroom training, Work Experience (WEX) and On-the-Job (OJT) training and may offer customized training.

The best occupational skills training design integrates work, classroom training, and basic skills. What is taught in class is used on the job as soon as possible. Consider including both work and classroom training components in the program design, with as much emphasis on open entrance/open exit learning and concurrent activities as possible. Training should be flexible enough to respond to assessed trainee and labor market needs.

1) Classroom Training may be provided by CONTRACTOR or through other educational agencies. Classroom training provides instruction in vocational skills and may be coupled with work readiness and or basic skills instruction.

2) OJT is training by an employer that is provided to a paid participant while engaged in productive work in a job that:

   - Provides knowledge of skills essential to the full and adequate performance of the job
   - Provides reimbursement to the employer of up to 50% of the wage rate of the participant, for the extraordinary costs of providing the training and additional supervision related to the training and

- Is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.
- CONTRACTOR must not contract with an employer who has exhibited a pattern of failing to provide OJT participants with continued long-term employment with wages, benefits and working conditions that are equal to those provided to regular employees who have worked a similar length of time and are doing the same type of work.

3) Customized Training is training that is designed to meet the special requirements of an employer to employ, or in the case of an incumbent worker, continue to employ, an individual on successful completion of the training and for which the employer pays for not less than 50 percent of the cost of the training. **Customized Training may only be funded by the Adult and Dislocated Worker Programs.**

H. Work Experience (WEX)

WEX is a short-term or part-time work assignment at a public, private non-profit or private for profit work site to develop good work habits and acquaint the participant with basic work skills. There must be a job description and brief training outline for each work site. Participants in the activity must be paid at the same rate as similarly situated employees or trainees, but in no event less than the minimum wage. CONTRACTOR, or its GSJTA approved subcontractor will be responsible for the development of work sites, attendance documentation and payroll distribution. Providers should include the total amount of wage and benefit costs necessary for this activity in their budgets.

Providers must evaluate each participant's progress at least once during the training period. CONTRACTOR will utilize GSJTA's appropriate "report of visit" form.

A WEX assignment may be provided for Youth, Adults and Dislocated Workers.

6. RAPID RESPONSE

A. Rapid Response and Natural Disasters

CONTRACTOR must provide required Rapid Response activities as defined by TEGL/Directive through their Rapid Response fund stream. Rapid Response activities encompass a plan and delivery of services to enable dislocated workers to transition to new employment as quickly as possible, following either a permanent closure or mass layoff, or a natural or other disaster resulting in a mass job dislocation.

A Rapid Response team must be present in each county and must include EDD representatives and other Partner staff.

B. Allowable Activities and Business Services

CONTRACTOR must provide allowable Rapid Response activities to implement their local Business Services Plan through their Business Services fund stream. Allowable Rapid Response activities will improve the local areas to assist businesses in averting potential closures and layoffs.

C. Reports

CONTRACTOR shall submit to GSJTA quarterly reports documenting the Rapid Response activities conducted in their county. The report shall be due the 20th day of the month following the end of each quarter.

CONTRACTOR shall be required to provide reports including the number of people served in intensive and training services and the performance of the Contract or as defined in Exhibit B, section 9 at each regularly scheduled WIB meeting. These reports must also include information regarding systems building efforts and partner recruitment.

7. BUSINESS SERVICES

The WIB intends to develop a comprehensive Business Service Policy which all Operator's will be required to follow.

8. DISCRETIONARY AND OTHER SPECIAL PROGRAMS

A. High Risk Youth Program

Provider will provide training, education and support services to eligible youth. Youth sub-groups targeted for service include foster youth, dropouts, limited English speakers, and out of school youth.

B. Support, Training and Reemployment/Relocation Services (STARRS)

Provider will provide core and intensive services to eligible dislocated workers. Training services may also be provided including but not limited to those listed in WIA section 134(d)(4)(D).

C. Foster Care Youth Program

Provider will provide core, intensive and training services to eligible foster care youth.

9. PERFORMANCE EXPECTATIONS

GSJTA is required to meet or exceed performance standards in order to receive continued funding. This requirement is passed on to all Operators and is a primary measurement of success and eligibility for continued funding. An explanation of the current WIA common measures are contained in Department of Labor (DOL) TEGL 17-05. These performance expectations will include meeting or exceeding the common measures when introduced in Program Year 2014-2015, and 2015-2016. In addition, CONTRACTOR must meet or exceed performance measures and numbers as proposed in the County of El Dorado Consortium Operator Plan and accepted by the WIB. Continuous improvement is a guiding principle of WIA and shall be defined in modifications to this Contract including specific numbers regarding performance measurement. See Exhibit D.

- CONTRACTOR and all subcontractors and collaborators shall comply with all procedures for customer satisfaction surveys of customers and businesses, as delineated in WIB/GSJTA policy, and any amendments thereto as they are developed.
- CONTRACTOR shall develop a system of customer comments for continuous improvement of customer services received from the CONTRACTOR, collaborators, and subcontractors. System shall incorporate customer advisory groups and surveys.
- CONTRACTOR shall designate a CQI team comprised of One-Stop Center and collaborator staff (Partner's) to coordinate and implement a program of continuous quality improvement, and provide information on this process as requested by GSJTA.

WIA Title I-B Adult Program

State and GSJTA Performance Standards

- Entered Employment Rate
- Employment Retention Rate
- Average Earnings

WIA Title I-B Youth (14-21) Program

State and GSJTA Performance Standards

- Placement in Employment or Education
- Attainment of a Degree or Certificate
- Literacy and Numeracy Gains

WIA Title I-B Dislocated Workers Program

State and GSJTA Performance Standards

- Entered Employment Rate
- Employment Retention Rate
- Average Earnings

10. ONE-STOP PRINCIPLES

Providers are responsible and accountable to GSJTA for the following One-Stop principles:

- Customer Access: The One-Stop must provide a threshold level of service to all job, education and training seekers and employers. Client access to these services should be available through multiple entry points – both physical and electronic.
- Mandatory Partners: At a minimum, the One-Stop must include the programs and activities as outlined in Section 121 of the WIA.
- At least one One-Stop Career center operated by CONTRACTOR must be operated as a "Comprehensive" service center.
- Core Services: Specified core services must be available for both employers and job, education and training seekers. Other services may be included based on local needs. All services should be customer-focused, convenient and easy for customers to access and use. There should be an emphasis on self-service and group activities for most clients, realizing that individual staff assistance will be required for some customers.

- Customer Choice: Clients will be provided sufficient information to enable them to exercise an informed choice in regard to services they wish to pursue and how those services will be delivered.
- Service Integration: Services and information must be integrated. A One-Stop should not simply be a collocation of partners. A plan should be in place which identifies processes and procedures which promote integration (e.g., staff cross-training, common forms/practices, shared case management).
- Community Support: The plan must have the support of local elected officials.
- Complaint Procedures - CONTRACTOR shall adopt GSJTA WIA Complaint Procedures. CONTRACTOR shall designate an Equal Opportunity (EO)/Complaints staff person who will be responsible for administering the CONTRACTOR's complaint procedures and ensuring all EO/nondiscrimination provisions required under 29 CFR, Part 37. CONTRACTOR shall be responsible for adhering to all time frames noted in the complaint procedure. Failure to do so will, in and of itself, constitute a grievable issue.
- CONTRACTOR shall obtain a copy of all subcontractors' complaint procedures, which must meet the requirements of GSJTA's WIA complaint process. Subcontractors that do not have their own complaint procedures may adopt GSJTA's complaint procedures. It is the responsibility of the CONTRACTOR to ensure that such procedures are in place and to require that its subcontractors follow the procedures.
- CONTRACTOR shall require that it be notified within 24 hours of receipt of all WIA complaints that have been filed with a collaborator/subcontractor, eligible training provider, and customized training, On-the-Job Training and Work site training contractors. CONTRACTOR shall be responsible for Level One review and processing of complaints pursuant to the requirements of GSJTA Complaint Procedures. It is the responsibility of the CONTRACTOR to ensure that all collaborators have complaint procedures in place and monitor such procedures to ensure that they are followed by the collaborators and subcontractors.
- CONTRACTOR shall be responsible for compiling and maintaining a log of all complaints filed against them, their collaborators, and their subcontractors, and shall provide those log records upon request by GSJTA. CONTRACTOR is required to maintain, in the complainant's file and in a central log, copies of all correspondence relating to complaints that have been resolved at the CONTRACTOR level including the disposition or settlement of the complaint and the terms of that settlement.
- CONTRACTOR shall be responsible for notifying GSJTA, EO/Compliance Unit within 24 hours of receipt of any complaint including allegation of discrimination and/or sexual harassment.
- Universal access – All One-Stop career centers operated under this agreement will follow WIA accepted policies and procedures as they relate to serving persons with disabilities.
- All Facilities shall have TTY-TDD line access and be in compliance with the Americans with Disabilities Act (ADA) 42 USC 12101 *et seq*. and all applicable regulations, the California Building Standards Code (Title 24) and City Directive 02-37.

- Identifiable: The physical One-Stop may have an identifying name which is distinctive to the partnership as a whole, but must identify each respective partner. The WIB intends to establish a regional brand for all One-Stop Centers (full service) and satellites. CONTRACTOR is responsible for fully implementing WIB policy(s) concerning branding including relation and size of any identifying names relative to the WIB adopted brand name for all One-Stop Centers. Any and all published marketing materials developed by the Contractor or its sub-contractors for any provision of services funded under this contract shall include identification of the Golden Sierra Workforce Investment Board as the funding agent in whole or in part for the marketed activities.
- Signage: Any and all signage at a One-Stop Center and/or satellite shall conform to WIB marketing and branding policy(s)/ guidelines as they are developed
- Performance Driven: The One-Stop must be committed to meeting outcome measures and quality assurance requirements as defined in this agreement.
- Electronic Infrastructure: It is the intention of the WIB to develop a policy outlining an integrated electronic infrastructure, which all providers will be required to follow for the sharing of information, data, job leads, job seekers and any other information which supports a system-wide approach to delivering services to businesses and job seekers. Who will purchase any new equipment required?

At all times, the One-Stop must provide an electronic infrastructure to ensure that their customers will have easy access to various types of high quality information. The provision of core, intensive and training services should be technology-based whenever possible. The electronic infrastructure should focus on the following:

1) An open systems architecture;
2) Increasing connectivity between partners at the local level and the state;
3) Increasing the hardware/software capacity at the local level
4) Developing local applications when those applications are unique to the individual One-Stop; and
5) Collaborating with state entities in application development where products have statewide application.

EXHIBIT C

CONTRACT NO.: K594759-02

Number of Exhibit Pages: 1 through 2

BUDGET

Line Item				*Budget*		
	Adult CFDA 17.258	AD/DW CFDA 17.278	DW CFDA 17.278	Youth-ISY CFDA 17.259	Youth-OSY CFDA 17.259	Rapid Response CFDA 17.278
Staff Salaries & Benefits	**$158,560**	**$97,995**	**$97,995**	**$38,900**	**$90,766**	**$72,767**
• Staff Salaries-Program • Staff Benefits-Program				$31,984 Leverage	$74,630 Leverage	
Indirect-Administration	**$18,699**	**$11,556**	**$11,556**	**$4,095**	**$9,554**	**$0**
• Staff Salaries-Admin** • Staff Benefits-Admin** • Indirect Costs-Costs Applied**						**n/a**
Indirect-Program	**$9,831**	**$6,293**	**$6,293**	**$10,610**	**$26,406**	**$0**
• Advertising (Brochures, etc) • Communications – Telephone • Equipment – Computers • Equipment – non computer • Employee Training • Fixed Assets (over $5,000) • Maintenance Bldgs & Improvements • Maintenance - Janitorial • Membership/Publications • Office Supplies • Rents/Leases • Travel/Mileage • Utilities						
Direct-Program / Other	**$0**	**$0**	**$0**	**$6,850**	**$19,800**	**$0**
• Client Supportive Services • Subcontracted Services • WEX Wages • WEX Benefits						
Direct-Program / Training	**$0**	**$0**	**$0**			
• Direct Training Contracts						
TOTAL CONTRACT AWARD	**$187,090**	**$115,844**	**$115,844**	**$60,455**	**$146,526**	**$72,767**
FUNDS RETAINED FOR DIRECT PAY						
– **ADMIN**	**$18,150**	**$11,000**	**$11,000**	**$4,950**	**$9,900**	**$0**
– **DIRECT SERVICES**	**$61,882**	**$38,245**	**$38,244**	**$16,490**	**$34,659**	**$0**
TOTAL ALLOCATION	**$267,122**	**$165,089**	**$165,088**	**$81,895**	**$191,085**	**$72,767**

Funding: K594759; CFDA: 17.258, 17.259 & 17.278

*** Direct Program Other and Direct Program Training are combined for Youth programs.**

**** Indirect Administration costs are applied to actual program staff salaries; unspent funds may be spent in other categories without a budget modification.**

1. PROGRAM COST LIMITS

The Total WIA Budget limits on program costs may not be exceeded. Line item changes within each funding source may be made upon approval from GSJTA if within established ratios of indirect to direct costs as mutually agreed upon by the parties.

WIA Training expenditures must comply with EDD WSD14-1 "WIA Training and Expenditure requirement". The purpose of this directive is to provide guidance for implementing Workforce Investment Act (WIA) training expenditure requirements imposed by Senate Bill (SB) 734.

2. PROFIT

Profit is only available for commercial, for-profit organizations. The amount of profit is negotiated and tied to performance.

3. LOW EXPENDITURE RATES

Cumulative total obligation and expenditures will be evaluated on the following basis.

- Adult & Dislocated Worker – December 31, 2015
- Youth – December 31, 2015
- Rapid Response – June 30, 2015

CONTRACTOR agrees that if cumulative Direct Program total obligations and expenditures are less than 80% per funding stream at the defined evaluation date, the unspent funds will be recaptured as agreed upon at the October 23, 2014, WIB Executive & Finance Committee meeting; in addition to a negotiation program allowance.

Only obligations, as they appear on the Direct Training Leverage Report, that have a fully executed contract/agreement will be considered in meeting the 80%. Obligations will be verified by providing cover and signature pages of said contracts/agreements not later than defined evaluation date.

Additionally, CONTRACTOR agrees that if cumulative total expenditures are less than 100% of the total funds available at the completion of the defined contract term per funding source, remaining unspent funds will be subject to recapture and redistribution to other providers.

Exhibit D

El Dorado Consortium Performance Measures

	2012-2013 Local-Actual	2013-2014 Local-Actual	2014-2015 Local-Actual
ADULTS			
Entered Employment Rate	70.5%	72.5%	70.5%
Employment Retention Rate	80%	85%	82%
Average Earnings	$15,000	$16,750	$17,500
DISLOCATED WORKERS			
Entered Employment Rate	71%	67%	72%
Employment Retention Rate	85%	87.5%	84.5%
Average Earnings	$16,000	$17,900	$18,950
YOUTH 14-21			
Placement in Employment or Education	72%	57%	63.5%
Attainment of a Degree or Certificate	60%	48%	64%
Literacy and Numeracy Gaines	54%	30%	48%

All performance will be based on actual local negotiated levels once available.

EXHIBIT E

INTELLECTUAL PROPERTY PROVISIONS

1. FEDERAL FUNDING

In any agreement funded in whole or in part by the federal government, Golden Sierra Job Training Agency may acquire and maintain the Intellectual Property rights, title and ownership, which result directly or indirectly from the Agreement, except as provided in 37 Code of Federal Regulations part 4014.14. However, pursuant to 29 CFR section 97.34 the federal government shall have a royalty-free, non-exclusive, irrevocable, paid–up license throughout the worlds in any manner for governmental purposes and to have and permit others to do so.

2. OWNERSHIP

(a) Except where Golden Sierra Job Training Agency has agreed in signed writing to accept a license, Golden Sierra shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from or reduced to practice by CONTRACTOR or Golden Sierra which result directly or indirectly from this Agreement.

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

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

(c) In the performance of this Agreement, CONTRACTOR may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, CONTRACTOR may access and utilize certain of Golden Sierra's Intellectual Property in existence prior to the effective date of this Sub-grant. Except as otherwise set forth herein, CONTRACTOR shall not use any of Golden Sierra's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of Golden Sierra. Except as otherwise set forth herein, neither the CONTRACTOR nor Golden Sierra shall give any ownership interest in or rights to its Intellectual Property to the other Party. If during the term of this Agreement, CONTRACTOR accesses any third-party Intellectual Property that is licensed to Golden Sierra, CONTRACTOR agrees to abide by all license and confidentiality restrictions applicable to Golden Sierra in the third-party's license agreement.

(d) CONTRACTOR agrees to cooperate with Golden Sierra in establishing or maintaining Golden Sierra's exclusive rights in the Intellectual Property, and in assuring Golden Sierra's sole rights against third parties with respect to the Intellectual Property. If the CONTRACTOR enters in any agreements or subcontracts with other parties in order to perform this Agreement, CONTRACTOR shall require the terms of the agreement(s) to include all Intellectual Property provisions of **paragraphs one through nine**. Such terms must include, but are not limited to, the CONTRACTOR assigning and agreeing to assign to Golden Sierra all rights, title and interest in Intellectual Property made, conceived derived from, or reduced to practice by the CONTRACTOR or Golden Sierra and which result directly or indirectly from this Agreement or any contract.

(e) CONTRACTOR further agrees to assist and cooperate with Golden Sierra in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce Golden Sierra's Intellectual Property rights and interests.

3. RETAINED RIGHTS/LICENSE RIGHTS

(a) Except for Intellectual Property made, conceived, derived from or reduced to practice by CONTRACTOR or Golden Sierra and which result directly or indirectly from this Agreement, CONTRACTOR shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. CONTRACTOR hereby grants to Golden Sierra, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute and dispose of CONTRACTOR's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Sub-grant, unless CONTRACTOR assigns all rights, titles and interest in the Intellectual Property as set forth herein.

(b) Nothing in this provision shall restrict, limit, or otherwise prevent CONTRACTOR from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Sub-grant, provided that CONTRACTOR's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of Golden Sierra or third party, or result in a breach or default of any provisions of **paragraph one through nine** or result in a breach of any provisions of law relating to confidentiality.

4. COPYRIGHT

(a) CONTRACTOR agrees that for purposes of copyright law, all works (as defined in Ownership, Section 2, paragraph (b)1.)) of authorship made by or on behalf of CONTRACTOR in connection with CONTRACTOR's performance of this Agreement shall be deemed "works made for hire." CONTRACTOR further agrees that the work of each person utilized by CONTRACTOR in connection with the performance of this Agreement will be "work made for hire," whether that person is an employee of CONTRACTOR or that person has entered into an agreement with CONTRACTOR to perform the work. CONTRACTOR shall enter into a written agreement with any such person that: (I) all work performed for CONTRACTOR shall be deemed a "work made for hire" under the Copyright Act and (II) that person shall assign all right, title and interest to Golden Sierra to any work product made, conceived, derived from, or reduced to practice by CONTRACTOR and which result directly or indirectly from this Agreement.

(b) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from or reduced to practice by CONTRACTOR or Golden Sierra and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from Golden Sierra.

5. PATENT RIGHTS

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

6. THIRD-PARTY INTELLECTUAL PROPERTY

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

7. WARRANTIES

(a) CONTRACTOR represents and warrants that:

1) It has and will secure all rights and licenses necessary for its performance of this Agreement.

2) Neither CONTRACTOR's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by CONTRACTOR.

3) Neither CONTRACTOR's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

4) It has secured and will secure all rights and licenses necessary for Intellectual Property including, not limited to, consents, waivers or releases from all authors.

5) Of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

6) It has not granted and shall not grant to any person or entity and right that would or might derogate, encumber, or interfere with any of the rights granted to Golden Sierra in this Agreement.

7) It has appropriate systems and controls in place to ensure that WIA funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

8) It has no knowledge of any outstanding claims, licenses or other charges liens, or encumbrances of any kind or nature whatsoever that could affect in any way CONTRACTOR's performance of this Agreement.

(b) GOLDEN SIERRA MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

8. INTELLECTUAL PROPERTY INDEMNITY

(a) CONTRACTOR shall indemnity, defend and hold harmless Golden Sierra and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities my be subject, whether or not CONTRACTOR is a party to any pending or threatened litigation, which arise out of or are related to (i)the incorrectness or breach of any of the representations, warranties, covenants or agreements of CONTRACTOR pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of Golden Sierra's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or Golden Sierra and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the date of this Sub-grant. Golden Sierra reserves the right to participate in and/or control, at CONTRACTOR's expense, any such infringement action brought against Golden Sierra.

(b) Should any Intellectual Property licensed by the CONTRACTOR to Golden Sierra under this Agreement become the subject of an Intellectual Property infringement claim, CONTRACTOR will exercise its authority reasonable and in good faith to preserve Golden Sierra's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to Golden Sierra. Golden Sierra shall have the right to monitor and appear through its own counsel (at CONTRACTOR's expense) in any such claim or action. In the defense or settlement of the claim, CONTRACTOR may obtain the right for Golden Sierra to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, Golden Sierra may be entitled to a refund of all monies paid under this Agreement, without restrictions or limitation of any other rights and remedies available at law or in equity.

(c) CONTRACTOR agrees that damages alone would be inadequate to compensate Golden Sierra for breach of any term of this Intellectual Property provisions of **paragraphs one through nine** by CONTRACTOR. CONTRACTOR acknowledges Golden Sierra would suffer irreparable harm in the event of such breach and agrees Golden Sierra shall be entitled to obtain equitable relief, without restriction or limitation of any other rights and remedies available at law or in equity.

9. SURVIVAL

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

EXHIBIT F

INSURANCE REQUIREMENTS

1. INSURANCE

CONTRACTOR shall file with Golden Sierra a Certificate of Insurance, with companies acceptable to Golden Sierra, with a Best's Rating of no less than A:VII showing the following coverage.

A. Workers' Compensation and Employer's Liability Insurance

1) Workers' Compensation Insurance shall be provided, as required, by any applicable law or regulation. Employer's Liability Insurance shall be provided in amounts not less than five hundred thousand dollars ($500,000) each accident for bodily injury by accident, five hundred thousand dollars ($500,000) policy limit for bodily injury by disease, and five hundred thousand dollars ($500,000) each employee for bodily injury by disease.

2) If there is an exposure of injury to CONTRACTOR employees under the U. S. Longshoremen and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

3) Each Workers' Compensation policy shall be endorsed with the following specific language:

> Cancellation Notice "This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to Golden Sierra Job Training Agency."

4) CONTRACTOR shall require all sub-CONTRACTOR to maintain adequate Workers' Compensation Insurance. Certificates of Workers' Compensation shall be filed forthwith with Golden Sierra upon demand.

B. General Liability Insurance

1) Comprehensive General Liability or Commercial General Liability insurance shall be provided covering all operations by, or on behalf of CONTRACTOR, covering bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement.

2) One of the following forms is required:

a) Comprehensive General Liability;

b) Commercial General Liability (Occurrence); or

c) Commercial General Liability (Claims Made).

3) If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

a) One million dollars ($1,000,000) each occurrence;

b) One million dollars ($1,000,000) aggregate;

4) If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

a) The limits of liability shall not be less than:

i) One million dollars ($1,000,000) each occurrence (combined single limit for bodily injury and property damage);

ii) One million dollars ($1,000,000) for Products-Completed Operations;

iii) One million dollars ($1,000,000) General Aggregate.

b) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately to this contract, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars ($2,000,000).

5) Special Claims Made Policy From Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of Golden Sierra, which consent, if given, shall be subject to the following conditions:

a) The limits of liability shall not be less than:

i) One million dollars ($1,000,000) each occurrence (combined single limit for bodily injury and property damage);

ii) One million dollars ($1,000,000) aggregate for Products-Completed Operations;

iii) One million dollars ($1,000,000) General Aggregate.

b) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

C. Endorsements

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

1) "The Governing Body of Golden Sierra Job Training Agency, its officers, agents, employees and volunteers, are to be covered as additional insured for all liability arising out of operations, or on behalf of, the named insured in the performance of this Agreement."

2) "The insurance provided by the CONTRACTOR, including any excess liability or umbrella form coverage, is primary coverage to Golden Sierra with respect to any insurance or self-insurance programs maintained by the Agency, and no insurance held or owned by the Agency shall be called upon to contribute to a loss."

3) "This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to Golden Sierra.

D. Automobile Liability Insurance

1) Automobile Liability insurance shall be provided covering bodily injury and property damage in an amount no less than one million dollars ($1,000,000) combined single limit for each occurrence.

2) Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

2. INDEMNITY

CONTRACTOR hereby agrees to protect, defend, indemnify and hold Golden Sierra free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees and all other expenses incurred by the Agency arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of Golden Sierra) and without limitation by enumeration, all other claims, or demands of every character occurring, or in any way incident to, in connection with or arising directly or indirectly out of this contract or agreement. CONTRACTOR agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of the CONTRACTOR. CONTRACTOR also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or Golden Sierra or to enlarge, in any way, the CONTRACTOR's liability but is intended solely to provide for indemnification of Golden Sierra from liability for damages or injuries to third persons or property arising from CONTRACTOR's performance pursuant to this contract or agreement.

EXHIBIT G

DEBT COLLECTION PROCEDURES

Effective 7/1/02

When a debt is established at the CONTRACTOR level as a result of an audit, a monitoring finding, an investigation, or other means, aggressive action will be taken to collect the debt.

These debt collection procedures outline action to be taken by Golden Sierra.

Golden Sierra Job Training Agency's Liability

As the recipient of WIA funds, Golden Sierra will be held liable for all funds received from Golden Sierra by its CONTRACTORs found not to have been expended in accordance with applicable laws and regulations. In order to help assure that Golden Sierra will be granted a waiver of liability for the disallowed costs incurred by a CONTRACTOR, Golden Sierra will:

a. Adhere to a system for the award and monitoring of contracts with CONTRACTORs which includes standards for ensuring accountability;
b. Enter into written contracts which establish clear goals;
c. Act with due diligence to monitor the implementation of the CONTRACTOR's contract, including monitoring and auditing;
d. Take prompt and appropriate corrective action, including debt collection, upon becoming aware of any evidence of a violation of the Act or regulations under the Act by the contractor.

CONTRACTOR Liability

The CONTRACTOR assumes liability for its actions under its contracts with Golden Sierra. If the Federal Government, the State of California, Golden Sierra or any other legally authorized entity, demands repayment of funds as a result of the CONTRACTOR or its delegate agency's violation of laws, regulations or contract provisions, the CONTRACTOR will repay to Golden Sierra the amount of funds directly related to the violation, including the actual cost of recovery.

1. Golden Sierra will normally follow a three-stage process to establish that a debt exists.

   a. Questioned costs – Golden Sierra will question a cost when, in Golden Sierra's opinion, the cost is in violation of applicable Federal and State statutes or regulations, or Golden Sierra policies or contract stipulations, and/or the cost is not properly supported by documentation. Golden Sierra will inform the CONTRACTOR in writing of the questioned cost, and allow the CONTRACTOR a maximum of 30 days for corrective action or appeal to Golden Sierra.
   b. Disallowed Costs – If the CONTRACTOR has not corrected and/or successfully appealed the questioned cost within the time allotted, Golden Sierra will inform the CONTRACTOR, in writing, that the cost is disallowed, and request a repayment or appeal to Golden Sierra within 30 days. The notice will also contain possible sanctions and options available, if any, for repayment.
   c. Debt – A disallowed cost that has not been corrected or successfully appealed within the time allotted will be considered a debt, and Golden Sierra will implement the debt collection procedures specified below.

2. After the time allowed for appeals has lapsed or after a decision that established a debt is rendered following an appeal, a written notification will be issued to the CONTRACTOR by Golden Sierra establishing a final debt. The notice will include:

   a. An invoice issued by Golden Sierra;
   b. Notification of the date the debt will be considered delinquent;
   c. Possible sanctions if the debt is not repaid (including being barred from further finding pursuant to CUIC Section 15061 (b);
   d. The rate at which interest will be charged, if applicable; and
   e. Options available, if any, for repayment.

3. A 30- and 60- day notice will be sent to the CONTRACTOR if payment has not been received or a satisfactory alternative repayment plan has not been negotiated.

4. When a debt is still outstanding after 90 days, a determination on a course of action will be made by Golden Sierra, or the appropriate committee, to use another method or collection. In making this determination, the following factors will be considered:

   a. The amount of the debt;
   b. Cost of further debt collection;
   c. The amount collected to date; and
   d. The probable success of pursuing further action to collect the debt.

5. Cash is the required method of repayment where there is a misexpenditure of funds due to willful disregard of the requirements of the Act, gross negligence, incidents of fraud, malfeasance, misapplication of funds, illegal acts or irregularities or failure to observe accepted standards of administration under WIA Section 184.

   a. Generally <u>cash payments</u> will be made in a lump sum in accordance with the policies and procedures described in WIA Directive D01-5 within 30 calendar days of the date on which the debt was established as final.

   b. <u>Cash installment repayments</u> may be used as a rare, last resort instance when debt collection efforts are impeded by an inability to pay the full debt amount in a lump sum.

      i. Installment repayment agreements will usually be of short duration, from three to 12 months, with a maximum of 36 months (the duration is to be negotiated based on size of the debt and the debtor's ability to pay).

      ii. Installment repayment agreements must be approved by WIA's Compliance Resolution Division (CRD). Requests must include documentary evidence of the debtor's current financial position and a certified statement by the debtor's chief executive officer describing:

         1) All efforts to acquire sufficient non-federal funds to liquidate the debt; and

         2) The proposed repayment plan, including the amount, schedule and source of payments.

         The proposed repayment agreement must include a provision rendering the agreement null and void and the balance due and immediately payable 30 calendar days after a missed scheduled payment.

iii. Make checks submitted as cash repayments payable to EDD and send them, within ten-calendar days of receipt by the LWIA to:

Employment Development Department
Compliance Review Division, MIC 22M
P.O. Box 826880
Sacramento, CA 94280-0001

To insure proper credit, payments must include the Grant Number, the Program Year, the Title and Cost Category, and, when applicable, the Incident Report Number associated with the debt for which payment is being made.

c. Adjustment in Payment: Under this method an agreement may be entered into with the CONTRACTOR whereby the grant is reduced by the amount of the debt while the program is maintained at an undiminished cost level supported by nonfederal contributions.

d. Withholding: This repayment method will involve Golden Sierra withholding amounts owed the CONTRACTOR for past services of other considerations already provided in satisfaction of the debt owed.

e. Stand-in costs: The CONTRACTOR must identify allowable costs associated with the contract during the contract period, but not charged to the contract and substitute those costs for the disallowed costs, thus erasing the debt. Such costs are subject to audit. Documentation must be maintained when such agreements are made.

f. Services in Lieu of Cash: This method involves a repayment agreement with the contractor whereby additional contractor services, above those originally agreed to with Golden Sierra, paid through nonfederal funds are negotiated. When it becomes clear that a CONTRACTOR cannot repay through any other repayment method, an agreement of this nature may be negotiated. This method requires a written agreement signed by both parties with conditions regarding the type of funds to be used, documentation subject to audit, a description of the services rendered, and a time limitations.

6. An accounts receivable will be set up on Golden Sierra's General Ledger with manual controls in the Fiscal Department to account for all debt collection cases and accomplishments related thereto. (This record must be maintained permanently and available for State and Federal review).

7. When there is a misexpenditure of funds, copies of local final audit determinations must be provided to CRD. These copies must be provided regardless of the final determination with respect to the suspected or apparent fraud, mismanagement, or abuse. The EDD may then either concur with the local audit determination or initiate its own determination process, which will supersede the local determination.
8. As soon as it becomes apparent to Golden Sierra that the CONTRACTOR cannot or will not repay a debt, within a reasonable amount of time, Golden Sierra will begin negotiations with the grantor agency (WID/DOL) for a waiver of Golden Sierra's liability from the debt. The waiver of Golden Sierra's liability to the Grantor Agency will not necessarily lead to a waiver for the CONTRACTOR's liability to Golden Sierra.

9. The following sanctions include a range of options available to Golden Sierra for minimizing the occurrence and/or repetition of questioned or disallowed costs or debts with a CONTRACTOR:

   a. Failure by the CONTRACTOR to appropriately respond to a notice or questioned or disallowed costs, or a notice of debt may result in contract termination and/or withholding of funds.

b. In emergency situations, if Golden Sierra determines it necessary to protect the integrity of the funds or to ensure the proper operations of the program, Golden Sierra may immediately terminate or suspend financial assistance, in whole or in part if the CONTRACTOR is given prompt notice and the opportunity for a subsequent hearing by Golden Sierra, within 30 days after such termination or suspension.
c. Sanctions may include specific reporting requirements, increased service levels, reduced costs per client, or more stringent performance requirements, and/or the development and implementation of specific policies and procedures by the CONTRACTOR as a condition of contract continuations.
d. Golden Sierra may pursue litigation to recapture disallowed costs or debts incurred by the CONTRACTOR.

10. Protests and Appeals-

a. Questioned Costs - The CONTRACTORs must appeal the questioned cost to Golden Sierra in the time allotted in the notice of Questioned Costs. If the CONTRACTOR is dissatisfied with the outcome of a verbal appeal, he/she may put their appeal in writing, specifying the costs questioned by Golden Sierra, and the CONTRACTOR's reasons for disagreement, including relevant documentation to support the CONTRACTOR's contentions.

b. Disallowed Costs - If Golden Sierra denies the CONTRACTOR's appeal, Golden Sierra will notify the CONTRACTOR, in writing, specifying the reasons why, including relevant documentation to support Golden Sierra's contentions. The notice will also specify sanctions that may be imposed and the CONTRACTOR's right to appeal, in writing, within 30 days of receipt of the notice to Golden Sierra.

c. Debts - Once a debt has been established, Golden Sierra will notify the CONTRACTOR, in writing, of the amount due, the repayment method, time frames for repayment, and sanctions that have or may be imposed. The CONTRACTOR may appeal any or all of these criteria to Golden Sierra. The appeal must be submitted to Golden Sierra within 30 days of the CONTRACTOR's receipt of initial notice of debt, contain specific objections and alternatives proposed by the CONTRACTOR, and relevant supporting documentation.

d. Golden Sierra's Governing Body – Golden Sierra will present the written notices sent to the CONTRACTOR, the CONTRACTOR's written appeal, and relevant supporting documentation to Golden Sierra's Governing Body, with copies of the same to the CONTRACTOR. Golden Sierra's Governing Body will review the material and listen to a verbal presentation by the CONTRACTOR and Golden Sierra. The decision of Golden Sierra's Governing Body will be final.

EXHIBIT H

ASSURANCES AND CERTIFICATIONS

I. GENERAL ASSURANCES

A. CONTRACTOR assures that it will fully comply with the requirements of the Workforce Investment Act (WIA) and any state statues implementing the WIA (State Statutes), or as those laws may be amended, all federal and state regulations issued pursuant to those Acts, the Governor's policies and procedures issued pursuant to WIA and State Statutes.

B. CONTRACTOR, in operating a program funded under the WIA, assures that: (1) it will administer such program in full compliance with safeguards against fraud and abuse as set forth in WIA and the regulations promulgated thereunder; and (2) no portion of its WIA program will in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any individual on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIA Title I financially-assisted program or activity.

C. 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 any favoritism, questionable or improper conduct. This contract will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. CONTRACTOR, its officers, directors, executive staff and employees, in administering the contract, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or desire for personal gain.

D. Officers, directors, 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 this contract, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for CONTRACTOR to conduct business with a friend or associate of an officer, director, executive or employee of CONTRACTOR, an elected official in the area or a member of the Workforce Investment Board, a permanent record of the transaction shall be retained.

E. As a condition to the award of financial assistance under WIA from the Department of Labor, CONTRACTOR assures, with respect to operation of the WIA-funded program or activity and all agreements or arrangements to carry out the WIA-funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Investment Act of 1998 (WIA), as amended including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 29 CFR Part 37. The United States has the right to seek judicial enforcement of this assurance.

F. CONTRACTOR assures that it will designate an Equal Opportunity Officer or designate an appropriate individual responsible for adoption and publication of complaint procedures as required by federal regulations, 29 CFR Part 37 and that it will provide the following notice, in the manner required by 29 CFR §37.31, to applicants, eligible applicants, clients, applicants for employment, employees and members of the public, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with CONTRACTOR:

Equal Opportunity is the Law

It is against the law for this recipient of federal financial assistance to discriminate on the following basis:

- ✓ Against any individual in the United States, on the basis of race, color, religion, sec, national origin, age, disability, political affiliation or belief; and

- ✓ Against any beneficiary of programs financially assisted under Title 1 of the Workforce Investment Act of 1998 (WIA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIA Title I financially-assisted program or activity.

The recipient must not discriminate in any of the following areas: 1) deciding who will be admitted, or have access, to any WIA Title I financially-assisted program or activity; 2) providing opportunities in, or treating any person with regard to, such a program or activity; or 3) making employment decisions in the administration of, or in connection with, such a program or activity.

What to Do if You Believe You Have Experienced Discrimination

If you think that you have been subjected to discrimination under a WIA Title I financially-assisted program or activity, you may file a complaint within 1870 days fro the date of the alleged violation with either the recipient's Equal Opportunity Officer (or the person whom the recipient has designated for this purpose), or the Director, Civil Rights Center (CRC), U.S. Department of Labor, 200 Constitution Avenue N.W., Room N-4125, Washington, DC 20210. If you file your complaint with the recipient, you must wait either until the recipie4ent issues a written Notice of Final Action or until 90 days have passed (whichever is sooner), before filing with the CRC (see address above). If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you do not have to wait for the recipient to issue that notice before filing a complaint with CRC. However, you must file your CRC complaint within 30 days of the 90 day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient). If the recipient does give you a written Notice of Final Action on your complaint but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.

II. ADDITIONAL ASSURANCES

CONTRACTOR hereby assures and certifies that it will comply with applicable laws, regulations, policies, guidelines, and requirements, including OMB Circulars Nos. A-95 and A-102, 45 CRF Part 74, and 45 CFR Part 92, and with applicable federal cost principles contained in OMB Circulars Nos. A-21, A-87, and A-122 as they relate to the acceptance and use of federal funds for this federally-funded project. CONTRACTOR also assures and certifies, with respect to the contract, that:

A. If CONTRACTOR is a corporation it is registered with the Secretary of State of the State of California.

B. It possesses legal authority to administer the funds; that a resolution, motion, or similar action has been duly adopted or passed as an official act of CONTRACTOR's governing body (i.e., Board of Directors), authorizing the execution and acceptance of this contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of CONTRACTOT to act in connection with the contract and to provide such additional information as may be required.

C. It will comply with Title VII of the Civil Rights Act of 1964, as amended, and the California Fair Employment and Housing Act (FEHA), (Government Code §§12900 et seq.), as amended, which provide that no person shall, on the ground of race, color, sex, age, religion, national origin, ancestry, physical disability, medical condition or marital status, be excluded from participation, in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity or which CONTRACTOR receives federal or state financial assistance.

D. It will comply with Title VII of the Civil Rights Act of 1964, as amended, and the California Fair Employment and Housing Act (FEHA), as amended, prohibiting employment discrimination where (1) the primary purpose of the funding is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the funded activity.

E. It will comply with provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and any amendments thereto, (42 U.S.C. §§4601 et seq.) which provides for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs or activities.

F. It will comply, as applicable, with provisions of the Hatch Act, and any amendments thereto, (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

G. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, and any amendments thereto, (29 U.S.C. §§201 et seq.) as they apply to employees of institutions of higher education, hospitals, and other nonprofit organizations as defined in these regulations.

H. No funds received pursuant to this Contract will be used to assist, promote, or deter union organizing.

I. It will give GSJTA, the U.S. Department of Labor, the U.S. Comptroller General, and the State of California, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the CONTRACT, including the records of subcontractors performing under the CONTRACT.

J. It will comply with all requirements imposed by the U.S. Department of Labor, the State of California, and/or GSJTA concerning special requirements of law, program requirements and other administrative requirements.

K. It will ensure, pursuant to Executive Order 11738, and any amendments thereto, that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project funded under the CONTRACT with GSJTA and are not listed on the Environmental Protection Agency's (EPA) Listing of Violating Facilities and that it will notify GSJTA of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

L. It will assist the U.S. Department of Labor in its compliance with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. §470), Executive Order 11593, or as those Acts or regulations may be amended, by: (a) consulting with the State Historic Preservation Officer on the conduct of investigations as necessary to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR §800.8) by CONTRACTOR's activity, and notify the U.S. Department of Labor of the existence of any such properties, and by (b) complying with any requirements established by the U.S. Department of Labor to avoid or mitigate adverse effects upon such properties.

M. It will comply, to the extent applicable, with all the requirements of Section 114 of the Federal Clean Air Act (42 U.S.C. §7414) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. §1318), and any amendments thereto, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Clean Air Act and Clean Water Act, respectively, and all regulations and guidelines issued thereunder.

N. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, and any amendments thereto, (42 U.S.C. §4012(a)) which requires the purchase of flood insurance, in communities where such insurance is available, as a condition for the receipt of any federal financial assistance for acquisition or construction purposes with respect to insurable property within an area that has been identified by the Secretary of the U.S. Department of Housing and Urban Development as an area having special flood hazards. The term "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

O. It will comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12101 et seq.) and Section 504 of the Rehabilitation Act of 1973, and any amendments thereto, (29 U.S.C. §794), and with all requirements imposed by the Equal Employment Opportunity Commission and by the U.S. Department of Labor pursuant to the regulations of the U.S. Department of Health and Human Services (45 CRF Part 85) promulgated under the foregoing statutes. CONTRACTOR agrees that, in accordance with the foregoing requirements, no otherwise-qualified handicapped person by reason of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance, and assures that it will take any measure necessary to effectuate this agreement.

P. It will comply, to the extent applicable, with Title IX of the Education Amendments of 1972, and any amendments thereto, (20 U.S.C. §§1681 et seq.) which provides that no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal financial assistance.

Q. It will include for activities funded under any contract with GSJTA the equal employment opportunity clause prescribed by Executive Order 11246, as amended, and will require that its subcontractors include the clause in all contracts or subcontracts which have or are expected to have an aggregate value within a 12 month period exceeding $10,000, in accordance with U.S. Department of Labor regulations.

R. It will comply with standards for environmental quality control that may be prescribed pursuant to responsibilities of the federal government under the National Environmental Policy Act of 1969, and any amendments thereto, (42 U.S.C §§4321 et seq.) and Executive Order 11514, and any amendments thereto.

S. It will comply with all applicable laws, regulations, Governor and GSJTA policies and procedures regarding the release of client identities and information. It further assures that it will:

1. Keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
2. Provide written instructions to all of its employees with access to information provided by the other party of the confidential nature of the information and of the penalties for unauthorized use or disclosure found in section 1798.55 of the Civil Code, section 502 of the Penal Code, section 2111 of the Unemployment Insurance Code, section 10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.
3. Where appropriate, store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
4. Promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved, method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to GSJTA or the State.
5. Include these data and security and confidentiality requirements in any agreements with a third party to provide WIA services. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.
6. Designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and promptly notify GSJTA of any changes in that designation.
7. If CONTRACTOR enters into an agreement with a subcontractors to provide WIA program services, CONTRACTOR agrees to include these date security and confidentiality provisions in the agreement with the subcontractor.

T. Clean Air and Clean Water Assurance and Certification

If the CONTRACT is in excess of $100,000 or if the facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. §§7401 et seq.) or the Federal Water Pollution Control Act (33 U.S.C. §§1251 et seq.) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, CONTRACTOR assures and certifies that: (1) no facility to be utilized in the performance of the CONTRACT has been listed on the EPA List of Violating Facilities; (2) it will promptly notify GSJTA immediately upon the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the CONTRACT is under consideration to be listed on the EPA List of Violating Facilities; and, (3) it will include substantially this assurance, including this third part, in every non-exempt contract or subcontract.

III. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C.§§ 327-333)

CONTRACTOR assures and certifies that it will comply with the provisions of the Contract Work Hours and Safety Standards Act as further set forth below:

A. Overtime Requirements

No CONTRACTOR or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his or her basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.

B. Violation; liability for unpaid wages; liquidated damages

In the event of any violation of the clause set forth in subparagraph (A), CONTRACTOR and any subcontractor responsible therefor shall be liable to any affected employee for his or her unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in subparagraph (A), in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (A).

C. Withholding for unpaid wages and liquidated damages

The U. S. Department of Labor may withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (B).

D. Subcontracts

CONTRACTOR shall insert in any subcontracts the clause set forth in subparagraphs (A), (B), and (C) of this paragraph and also a clause requiring the subcontractors to includes these clauses in any lower-tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

E. Records

CONTRACTOR shall maintain payroll records containing the information specified in 29 CFR §516.2(a). Such records shall be preserved for four (4) years from the completion of the Contract.

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EXHIBIT I

POLICY ON CONFIDENTIALITY OF CLIENT RECORDS

It is the policy of GSJTA to ensure confidentiality of all client records and to assure compliance with the Information Practices Act of 1977 and the Federal Privacy Act of 1974, amended. In order to implement this Policy, this statement outlines the standards which must be followed by all GSJTA employees, as well as all staff and Board Members of all GSJTA-funded programs.

Client records, for purposes of this Policy, are defined to be those records concerning individual clients that GSJTA or the Program Operator is required to prepare, maintain, or submit pursuant to governmental regulations and, where applicable, a Program Operator Agreement with GSJTA, and the information contained therein.

Program Operator, for purposes of this Policy, is defined to include all agencies that are operating programs who are recipients of GSJTA funding, whether as a subgrantee, contractor, delegate agency or other recipient.

OWNERSHIP

All client records are the property of GSJTA and shall revert to GSJTA at the termination of a Program Operator's funding. Program Operators are only the custodians of client records and shall ensure the confidentiality of the records in their possession on behalf of GSJTA. Retention of all records, including client records, is controlled by various federal and state laws and regulations, as well as GSJTA policies, subcontracts and sub-grants. Nothing herein shall be interpreted as requiring retention of client records by GSJTA or a Program Operator beyond the time period specified in any controlling statute, regulation, subcontract or sub-grant.

ACCESS

1) Those persons that may have possession of client records include only:

   a) Specific program staff designated by the Program Operator; and
   b) Those persons designated by GSJTA.

2) The only persons who may review the client records, in addition to those specified in 1), are GSJTA-authorized public and/or private auditors.

3) Access by any persons to client records shall be in a manner consistent with governmental regulations and, where applicable, the terms of the Program Operator Agreement between GSJTA and the Program Operator.

4) Unless otherwise specifically provided for in this policy, or mandated by state or federal law or administrative regulations, no other person, group, agency, or institution shall have access to client records.

DISSEMINATION OF INFORMATION

Neither GSJTA employees nor any Program Operator shall disseminate any information derived from client records, without prior written approval from GSJTA, except in the following instances:

a) Delivery of records to GSJTA pursuant to the terms of the Program Operator Agreement or to comply with the rules, regulations, and conditions established by the federal or state government and/or the GSJTA Governing Body;

b) Delivery to an entity specifically designated in a release of information form signed by the subject client authorizing such dissemination. In cases where the subject client is a minor (i.e., Head Start enrollees) the release of information must be signed by the minor's parent or guardian; or

c) Upon request of authorized GSJTA auditors and staff.

CLIENT ACCESS TO HIS/HER OWN RECORDS

I. All clients shall have an absolute right, which may not be abridged in any manner whatsoever, to review and obtain copies of his/her own records.

II. The client may request to review his/her records at any reasonable time, during normal working hours and that requests shall be granted without exception. If the client wishes a copy of his/her records, a copy of such records shall be provided within five (5) working days after the request, upon payment of an optional fee not to exceed twenty-five cents ($0.25) per page.

III. For any records in the possession of GSJTA, a client must communicate in writing, his/her request to review his/her records. Such a request shall be granted within five (5) working days at a reasonable time during working hours. If a client wishes a copy of his/her records, such request shall be communicated in writing and such requests shall be granted within five (5) working days at a cost not to exceed twenty-five ($0.25) per page.

IV. If a client believes there is an error in his/her records, such client shall be allowed to indicate the error and to request, in writing, a change in the record, and any such request shall be inserted into the records maintained by the Program Operator and GSJTA, and the change made if the records are inaccurate.

REQUEST FOR RECORDS UNDER THE PUBLIC RECORDS ACT AND/OR THE FEDERAL FREEDOM OF INFORMATION ACT

Generally, information regarding personnel data on program clients is confidential and cannot be released by either GSJTA staff or a Program Operator.

With respect to client information concerning clients who are TANF recipients (which would include all CalWORKs recipients, all Refugee Targeted Assistance clients and certain welfare referral clients of other GSJTA programs), all client information is absolutely confidential and cannot be disclosed to any individual pursuant to Welfare and Institutions Code Section 10850.

Both the Public Records Act and the Freedom of Information Act preclude disclosure of personnel information and similar information unless the need for the information clearly outweighs the individual right to privacy. In such situations, a determination must be made on a case-by-case basis whether the disclosure of the information would constitute an unwarranted invasion so personal privacy. Thus, a blanket decision to never release any client records, in order to protect all of the clients' privacy, would be erroneous. Also, generally speaking, it is probably appropriate, upon request, to disclose the name, position and salary of a client, unless the client is a welfare recipient, as noted above. Although, as further noted above, each case generally suggested that before any information other than the name, position and salary of a client is released, that an attempt should be make to obtain the permission of the client for the release of the information. Protection of the client's right to privacy is significantly important enough to consider the client's right to confidentiality in the information prior to disclosing it to third parties.

Because a decision not to release information requested pursuant to the Freedom of Information and Public Records Acts can be challenged in court, it is appropriate to obtain legal advice with respect to a request for any information in which the client has

a right to privacy. Thus, GSJTA staff should bring to the attention of the Executive Director any requests for such information and Program Operators are encouraged to seek independent legal advice before responding to such requests.

SUBPOENA OF RECORDS

When any GSJTA employee or any Program Operator is served with a subpoena requesting information regarding a client, the following procedures should be followed:

1. Forward immediate written notice (see attachment) to the client or the client's attorney of record stating that a subpoena has been served and will be complied with within the appropriate time, unless a court order is served upon the agency prior to that date, ordering the agency not to release the information. All Golden Sierra Job Training Agency employees and all Program Operators shall also notify the Golden Sierra Job Training Agency Executive Director immediately after receiving a subpoena.
2. If no court order is served within the period set forth, the subpoena should be complied with by either forwarding the records requested or, if necessary, making a personal appearance pursuant to the subpoena in order to provide the records.
3. If at any time a GSJTA employee or a Program Operator has concerns regarding a subpoena, or if the subpoena has not provided adequate time for notification of the client, the GSJTA Executive Director should be contacted prior to any action being taken.
4. Any Program Operator or individual served with a subpoena is entitled to compensation for the costs of providing these records. Payment may be requested in advance for release of records or a statement may be forwarded with the records. A fee should be set in accordance with fees charged any individual requesting documents or records.

Each Program Operator should designate one or more individuals as "Custodian of the Records", to be responsible for compliance with subpoena requests. If a subpoena is personally served upon the Custodian of the Records, this Custodian should be instructed to immediately request witness fees from the process server. All funds become the property of the Program Operator served.

DOCUMENTATION FOR REQUEST OF INFORMATION

GSJTA and all Program Operators should maintain a current file on all requests for information regarding program clients. Each request should be documented.

1. Documentation should include what information was requested, by whom, for what reason and what information was provided.
2. Documentation should also be made for information that was denied.

It is the responsibility of all GSJTA employees and all program operators to ensure that this policy is followed. Any deviation is grounds for disciplinary action against an employee and termination of any applicable program operator agreement.

Date: _____

To: _____

Dear, _____ :

Please be advised that on _____*[date]*_____ , the _____*[name of GSJTA-funded program]*_____

was served with a subpoena from _____*[party serving the subpoena]*_____ in the

matter of _____*[case name]*_____ requesting that the records of

_____*[client name]*_____ be produced.

(Here recite language from the subpoena identifying records sought.)

This letter serves to notify you that unless the undersigned is served with a court order quashing the subpoena, or otherwise prohibiting production of the above documents, all materials will be forwarded pursuant to the subpoena on _____*[date]*_____.

Sincerely,

_____
Custodian of the Records for
[Name of GSJTA-funded Agency]

EXHIBIT J

CLIENT COMPLAINT PROCEDURES

Participation in _____'s program does not create an entitlement to services and nothing shall be construed to establish a private right for any services described or recommended by _____. However, if you believe that your rights as a client have been violated in any of the ways described below, the following two procedures describe how complaints will be handled:

A. If your complaint alleges: 1) a violation of the Workforce Investment Act - Title I, regulations governing the Act, the grant agreement or any sub-agreement; 2) discrimination on the basis of race, color, religion, sex, national origin, age, handicap (disability), political affiliation or belief, you should use the following procedures:

1. Discuss your complaint with the Site Manager of the office where you are registered.
2. If you feel your complaint is not resolved satisfactorily, you may file a written complaint on an official _____ Complaint Form (official Complaint Forms may be obtained at _____.
3. An investigation of the allegations will then be conducted by _____.
4. If not settled informally, a hearing will be held.
5. The Hearing Officer will issue the final determination of _____ along with the right of appeal.

B. If your complaint alleges a violation of the terms and conditions of employment or training, you should use the procedures of your employer or training provider. The complaint procedures of your employer or training provider should be given to you at the time you begin employment or training. If your employer or training provider does not have a complaint procedure, you may use procedure A, above.

The Department of Labor (DOL)/Office of Inspector General (OIG) has established a hotline telephone number for employees and the public to notify DOL/OIG of suspected fraud, or waste in DOL-funded programs. The hotline may be accessed by dialing 1-800-347-3756.

The hotline will allow individuals to report incidents anonymously and avoid the fear of reprisal. The information being provided via the hotline should be as specific as possible, enabling the DOL/OIG to identify, investigate, and take corrective action, thereby ensuring the integrity of DOL-funded programs. The hotline is not to be used for resolving employee grievances, Equal Employment Opportunity complaints, labor disputes, or other personal concerns.

I certify that I have been notified, in writing, of the complaint procedures of _____. I further certify that I have been informed that certain employers and/or training providers may require drug testing prior to participation.

Should you have any questions concerning the complaint procedures of _____, call the Complaints/EEO Officer, _____, at (_____) _____-_____.

_____ _____

Signature Date

EXHIBIT K

MAINTENANCE OF EFFORT

In the performance of this Contract, CONTRACTOR AGREES and certifies that:

a) No currently-employed worker shall be displaced by a client (including partial displacement, such as a reduction in the hours of non-overtime work, wages or employment benefits).

b) CONTRACTOR shall consult with the appropriate labor organizations and/or employer representatives in the design, operation or modification of the programs under this Contract. CONTRACTOR's program shall not impair existing employer or labor organization concurs in writing with respect to any elements of the proposed activities which affect such agreement, or either such party fails to respond to written notification requesting its concurrence within thirty (30) calendar days of receipt thereof.

c) No client shall be employed or job opening filled (1) when any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated the employment of any regular employee without cause created by hiring a client whose wages are subsidized under this Contract.

d) No Jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

EXHIBIT L

GOLDEN SIERRA JOB TRAINING AGENCY
- Certification Regarding Lobbying -

Certification for Contracts, Grants, Loans and Cooperative Agreements over $100,000

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

e) 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

f) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.

g) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants 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 certificate shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Signature

Brian Veerkamp, Chair
Name and Title of Authorized Representative

County of El Dorado Board of Supervisors
Organization Name

2-24-15
Date

ATTEST: James S. Mitrisin
Clerk of the Board of Supervisors

By Kathryn Tyler
Kathryn Tyler, Deputy Clerk

2-24-15

EXHIBIT M

CERTIFICATE OF NON-SUPPLANTING

It is necessary to provide assurance that sub-grant funds will not be used to supplant or replace funds that would normally be available or appropriated for the same purpose. The certificate is to be signed by the applicant agency's fiscal officer.

Supplanting Definition: Supplanting is considered the reduction of state or local funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity. Federal funds must be used to supplement existing state or local funds for program activities and may not replace state or local funds that have been appropriated or allocated for the same purpose. Additionally, federal funding may not replace state or local funding that is required by law. In those instances where a question of supplanting arises, the applicant or grantee may be required to substantiate that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

CERTIFICATION In acceptance with the provisions of the Workforce Investment Act of 1998; Public Law 105-220 August 7, 1998; and OMB Circular 133; the applicant hereby certifies that federal funds will not be used to supplant or replace funds or other resources that would otherwise have been made available for this project.

Signature

2-24-15
Date

Brian Veerkamp, Chair
County of El Dorado, Board of Supervisors

ATTEST: James S. Mitrisin
Clerk of the Board of Supervisors

By _____
Kathryn Tyler, Deputy Clerk
2-24-15

EXHIBIT N

INNOVATIVE YEAR-ROUND YOUTH PROGRAMS
SPECIAL CONDITIONS

CONTRACTOR has entered into an agreement to provide youth services as allowed under Title I of the Workforce Investment Act of 1998, as defined in Exhibit N (Proposal for El Dorado County) incorporated herein by reference. Program parameters will include:

Length of Program: 20-months

Type of Youth Served: In-School & Out-of-School Youth

Counties Served: El Dorado County

Type of Services: Tutoring, Study Skills training; Summer Employment Opportunities; Paid and Unpaid Work Experience; Leadership Development Opportunities; Supportive Services; Follow-up Services; and Comprehensive Guidance and Counseling.

Program Details Exhibit N - Pages 2-16

Number Served: In-School Youth – 13
Out-of-School Youth – 30

CONTRACTOR agrees that if cumulative expenditures are less than 100% of the total funds available at the completion the last quarter (May 31, 2016), remaining unspent funds will be subject to recapture and redistribution to other providers.

CONTRACTOR further agrees to adhere to all of the provisions, definitions, administrative regulations, policies and procedures and performance measures contained in the Request-for-Proposals for Innovative Year-Round Youth Programs, PY 2011-2012, published by GSJTA, incorporated herein by reference.

Non-WIA eligible youth cannot be served under this Contract.

	Proposal		Award	
	Amount	Enrollments/ Served*	Amount	Enrollments/ Served*
In-School Youth	$95,953	15	$81,895	13
Out-of-School Youth	$213,576	34	$191,085	30
Total	$309,529	49	$272,980	43

* In accordance with RFP response 2.b & 3

'11 MAY 6 PM3:34

ATTACHMENT I

PROPOSAL COVER SHEET

(1) Agency/Institution Submitting Proposal El Dorado County Department of Human Services	
(2) Project Title Workforce Investment Act Youth Services Program	
(3) Project Director (Name, Title, Address, Telephone, Fax, e-mail) Daniel Nielson, Director 3057 Briw Road, Suite A, Placerville, CA 95667 530-642-7275 Fax 530-626-9060 daniel.nielson@edcgov.us	**(4) Site Coordinator** (Name, Title, Address, Telephone, Fax, e-mail **Grant Period** Debbie Stack, Program Manager 3047 Briw Road, Placerville, CA 95667 530-642-7325 Fax 530-626-9060 debbie.stack@edcgov.us
(5) Financial Officer (Name, Title, Address, Telephone) Lynda Webb, Chief Fiscal Officer 3057 Briw Road, Suite A Placerville, CA 95667 530-642-7279 Fax 530-626-9060 lynda.webb@edcgov.us	**(6) Program Period** 7/1/11 through 6/30/12 **(7) Amount of Funds Requested** $309,529.00 **(8) Official Authorized to Sign for Proposal / Contractor** Daniel Nielson Signature Director of Human Services 5-4-2011 Title Date

Proof of Authority from Governing Board

The above-named organization (proposer) accepts responsibility for the program described in this Proposal. The proposer agrees to the program and the funding terms and conditions of the GSWIB staff. It is agreed that any liability arising out of the performance of this Contract, including civil court actions for damages, shall be the responsibility of the recipient and the authorizing agency. The GSWIB staff disclaims responsibility of any such liability.

Written authorization from the governing board in support of this program is included with this Proposal Cover Sheet.

Certification of Authority

The person executing this certificate on behalf of the Proposer affirmatively represents that s/he has the requisite legal authority to do so on behalf of Proposer. Both the person executing this proposal on behalf of the Proposer and Proposer understand that the GSWIB staff is relying on this representation in receiving and considering this proposal.

Funding amounts and enrollments have been adjusted as outlined in N-1

PROJECT NARRATIVE

1. Problem Statement

In its effort to support youth, El Dorado County has identified three problem areas in which to concentrate its efforts. Each of the problems focuses on a different target group or area. The proposal intends to address the needs of youth while working within the established WIA Mandated Performance Measures (Common Measures).

First, many youth seeking WIA services at the Connections – One Stops are basic skills deficient in reading, math or both. With deficient skills, youth are not able to compete in the job market with the same success as those who possess an appropriate level of skills. Providing tutoring, study skills training and instruction to assist youth in completing their education has been difficult. Based on data from the two previous program years, 45% of youth who seek WIA assistance and take the CASAS test score at the basic skills deficient level.

Second, there are limited local providers in El Dorado County who are qualified to provide occupational skills training; therefore; youth are forced to travel to other counties to receive this training. With the budget cuts that state colleges are currently facing, some of the traditional community college offerings are being greatly scaled back, resulting in yet fewer options to youth. The situation in South Lake Tahoe (SLT) is even more difficult, with no local providers available and the local community college not being on the Eligible Training Provider List. Participants must use online courses, or travel off the mountain to Nevada or the Sacramento area. Oftentimes transportation is a significant issue as youth don't have reliable vehicles, they live in remote areas where public transportation is not available, or the main roads, especially in the winter months, are closed. When public transportation is available, the fee is expensive for youth. A bus pass in SLT costs $70 per month and serves the local area only. In the Placerville area the bus pass is $60 for adults and $30 for students.

Third, paid/unpaid work experience (WEX) opportunities on a year-round basis are also limited. While there has been an improvement in the number of businesses who are willing to assist youth through the work experience program, long delays still exist between the time a youth is eligible for a WEX position and the time a job is developed. In some instances, youth have become discouraged at the delay. SLT has no year-round high demand industries. The downturn in the economy has had a negative effect on tourism and hospitality in the South Lake Tahoe area as well.

2. Plan and Implementation

a. El Dorado County experiences unique challenges in providing services to youth in relation to the WIA Elements and Common Measures. Our goal for all of the objectives is to develop the work/career potential that will prepare youth to effectively compete in the global economy.

Problem Youth coming to WIA are presenting as basic skills deficient in reading, math or both.

Elements Tutoring, Study Skills; Summer Employment opportunities; Paid and unpaid work experience; Leadership Development Opportunities; Comprehensive Guidance and Counseling; Supportive Services; Follow-up Services

Objective/Goal **Literary and Numeracy Gains**

Activities Services may include tutoring, study skills training, and instruction to out-of-school youth through organizations such the El Dorado County Office of Education Adult Education Services, DHS staff, private and small group tutoring and workshops. Training is designed to lead to completion of secondary school, including dropout prevention strategies. Monetary incentives will be offered for improving basic skills by one or more education functioning levels. An appraisal, pre-test, and post-test will be given to determine literacy/numeracy gains.

Timeline Activities are ongoing.

Problem Limited local providers to provide occupational skills training;
Lack of prepared employers for paid/unpaid work experience opportunities

Elements Tutoring, Study Skills; Summer Employment opportunities; Paid and unpaid work experience; Leadership Development Opportunities; Comprehensive Guidance and Counseling; Supportive Services; Follow-up Services

Objective/Goal **Placement in Unsubsidized Employment or Education;**
Attainment of a degree or certificate

Activities Post-secondary education, advanced training, or occupational skills training will be provided through continued partnerships with the community colleges, local businesses, and local government, which lead to unsubsidized employment. Leadership development will be provided through partnerships with organizations such as the SLT Boys & Girls Club, City of SLT Parks & Recreation Department, Mt. Tallac High School, South Tahoe High School, Tahoe Youth and Family Services, and the El Dorado County Youth Commission along with opportunities to serve on the local WIB Youth Council, El Dorado County and local businesses targeting the healthcare field, green & clean, hospitality and tourism industries. Occupational skills training will be provided by the United States Department of Agriculture (USDA) Forestry Service, Regional Occupational Programs (ROP), California Conservation Corps (CCC), AmeriCorps and the Job Corps. Workshops will continue to be presented giving further educational and employment options to youth. Employment readiness workshops focusing on workplace success topics such as resume writing, interviewing, and conflict resolution will continue to be presented by WIA case managers in conjunction with Crossroads Diversified Services. The leadership skills training, work experience, occupation skills training, education, will assist in the youth obtaining unsubsidized employment or education.

Timeline Activities are ongoing

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b. The characteristics of the target group to be served include youth aged 17 – 21. In-school youth will have at least high school senior status and are at risk of dropping out or expect to receive a high school diploma or equivalent by the end of the three quarters after the exit quarter. Out-of-school youth may be high school dropouts or those who have received a secondary school diploma or its equivalent and who may be basic skills deficient. Understanding the unique challenges facing foster youth, El Dorado County has made a dedicated effort to tailor services to address the specific barriers of this group. Both

in-school and out-of-school youth will be economically disadvantaged and have at least one barrier to employment training as determined by WIA regulations. El Dorado County anticipates serving 15 in-school and 34 out-of-school youth per year, which may include new and continuing participants. Funds are necessary to continue to serve ongoing participants with case management, supportive services, counseling and guidance. These numbers are based on an allocation of $309,529. This calculation is also based on the acceptance of our proposed budget calculation which includes allocating 38% of the budget for direct client services. Any altering of the budget will impact the number of clients who can be served.

c. The target area is El Dorado County which is made up of 1,805 miles and has a population of approximately of 178,447. The County has several remote areas and spans hundreds of miles of varied elevation – from 200 feet at the edge of the Sacramento Valley to nearly 11,000 feet in the Sierra Nevada peaks. The main industries in El Dorado County are hospitality and tourism, healthcare, professional services, government, natural resource management (green and clean), and education. The unemployment rate for the County is 13.1%, which is above the state of California rate. Of particular interest is the SLT area, which is located at the east end of the county and separated from the rest of the County by the Sierra Nevada Mountains. The population of SLT is 23,896 with an unemployment rate of 17.7%. The main route connecting SLT to the other County communities is Highway 50, which winds through rugged terrain and is sometimes closed in the winter.

d. Service Implementation: El Dorado County experiences unique challenges in providing services to youth in relation to the WIA elements and Common Measures. Our goal for all of the objectives is to develop the work/career potential that will prepare youth to effectively compete in the global economy.

Activities which will be common to all the objectives are:

Outreach and Recruitment

Youth WEX participants who work in both Connections – One Stop locations provide WIA information to peers through many avenues. Youth are recruited through community activities, schools and peers. WIA Case Managers will assist recruits in completing the application. WIA information is provided by means of brochures and flyers, to students at the local high schools and alternative schools, and the El Dorado Hills Vision Coalition. Youth WEX participants are currently employed to work in both Connections – One Stop locations, as well as to serve on the WIB Youth Council. Their feedback is sought on ideas for reaching peers and making the Connections – One Stop friendlier towards youth. Informational programs will continue to be presented to local schools (including the administrators, counseling staff, and student councils), and DHS staff, including social workers, CalWORKs staff. Staff will work closely with the Independent Learning Program (ILP) and El Dorado County Office of Education to make foster youth and those foster youth who are aging out of the system aware of services available to them. Staff will participate in the Generation Green Club at South Tahoe High School. Youth program staff and youth work experience program participants (WEX) will continue to be represented on local youth committees and commissions.

Case Management

Case Managers will determine eligibility and enroll clients in the program. An Individual Service Strategy (ISS) will be developed with each participant to determine appropriate goals, activities, and services which support the Common Measures. Ongoing adult mentoring, support, and counseling to participants will be provided. Agreements will be completed with employers participating in the WEX program. Worksite visits, to ensure program compliance, will be conducted. Case Managers will complete and process payments to employers of WEX participants; set up IR's and process payments for tuition. Supportive services and follow-up services to youth who exit from the program, as required by WIA, will be coordinated.

The Case Manager will present an overview of the services available to the participant. An initial assessment (with assessment tools such as the Comprehensive Adult Student Assessment Systems (CASAS), the Eureka, VOS Assessments', etc.) will be conducted to measure the educational functioning level and level of need. Case Managers will input information into the Virtual One Stop (VOS) system to fulfill WIA requirements and determine eligibility. Supervisors will perform the second review of information for accuracy, completeness and eligibility. A verification that all participants have registered for the Connections – One Stop will be made.

Program Services

The following are program services/elements ***currently*** provided by the El Dorado County DHS, which will continue:

- Offer *basic skills/remedial education assistance* at the Connections – One Stop through individual and group *tutoring* sessions, on-line skills development websites, and by referring youth to the El Dorado County Office of Education Adult Education Services for GED preparation services, and GED testing. Refer youth to high school tutoring services, WIA workshops, and CASAS workshops provided by the Connections – One Stop Career Center.
- Provide *monetary incentives*, *supportive services* for youth who complete *occupational skills* certificates, high school diplomas, or GED's and post secondary degrees.
- Encourage *youth involvement* in organizations which have youth advisory boards to develop *leadership skills* and provide age-appropriate input.
- Open the Connections – One Stop at least one night per month for youth, and partner with the ILP Program to provide youth-oriented workshops.
- Continue to have *direct youth input* into our partnership with Crossroads Diversified Services in offering *age appropriate workshops* including; resume writing, interviewing, cover letter preparation, alternative job opportunities such as

CCC, Job Corps and AmeriCorps. Partner with California Human Development to continue to provide computer classes in Spanish.

New program services will include:

- Partner with local community colleges to develop *paid and unpaid work experience opportunities.*
- Partner with organizations, such as SLT Boys & Girls Club, Tahoe Youth and Family, Parks & Recreation Department, CCC, and California Human Development to provide *tutoring, mentoring, and leadership development services.*
- Provide workshops to the parents of foster youth to encourage awareness of educational and employment opportunities available to them.

Supportive Services

Supportive services will be provided as necessary and case management will be on-going throughout the program. Ancillary items, such as clothing, transportation, books, etc., will be reimbursed or purchased to assist youth with their activities, as authorized under Title 1 of the WIA and consistent with the provisions of the Act.

Cost Per Participant

Historically, the average cost per participant has been approximately $2,373. As we expand our partnerships with businesses outside the County realm for work experience opportunities, we expect the average cost per participant to rise. Costs vary depending on the personal circumstances of each participant, consistent with the provision of the LWIB policy.

Responsible End Date of Completion

The end date of each participant will be determined on a case-by-case basis. When determined suitable, an exit strategy will be developed which will determine an appropriate time for exit. Follow-up will continue for three quarters, which could include supportive

services to encourage completion of common measures. Youth exit upon completion of main program goals; including occupational skills training, work readiness skills, and basic skills goals, attainment of a high school diploma, GED or enrollment in a separate training or employment.

e. **Administrative and Staffing Plan**

The El Dorado County WIA Program Manager will assume ultimate programmatic oversight. She will plan, organize and direct the staff. The Program Manager has responsibility for staff selection, training and discipline, if necessary. As part of the ongoing staff development, additional trainings covering cultural competencies and ADA awareness will be provided. Youth WEX participants are currently serving in both Connections – One Stop locations, as well as on the WIB Youth Council. Their feedback is sought on ideas for reaching peers and making the Connections – One Stop friendlier towards youth.

See Attachment VIII for job descriptions/resumes of all key personnel and Administrative and Staffing Plan

f. **The organizational chart** is included in Attachment XII.

g. El Dorado County does not anticipate requiring any additional staff due to the award of this grant.

h. El Dorado County does not intend to **subcontract** out any of the proposed services.

i. **Administrative and Fiscal Capacity**

El Dorado County DHS has successfully delivered Workforce Investment Act (WIA) Title I-B (Adult, Dislocated Worker and Youth) programs in El Dorado and Alpine Counties since July 1, 2006. Through the delivery of the WIA program for the last five years DHS has accumulated the required knowledge for the data collection, data entry into the VOS system, and preparation of required WIA documents. Data collection and entry is overseen by the Program Manager, Analyst, Employment & Training Supervisors and Lead Worker assigned to the WIA program. Since May 2010, DHS has administered the Management Information System for all WIA programs for El Dorado and Alpine counties.

Federal and State Laws and Regulations governing the administration of DHS programs contain specific confidentiality requirements. DHS, as a public agency with access to protected health information (PHI) and personal identifiable information (PII) is required by law to safeguard client information. Client information is only accessed by employees as needed to provide services. All employees are required to sign a Department Confidentiality Statement at the time of hire and breach of client confidentiality is grounds for disciplinary action and/or dismissal.

All WIA claims, invoices, obligations and contracts are approved by the Case Manager, Supervisor and Program Manager. Department Director approval is required for items over $500. The DHS Accounting Unit prepares claims for submission to the Auditor/Controller's Office for payment. The El Dorado County Auditor/Controller's Office reviews all claims for payment and handles the payroll function for all County departments. A DHS Fiscal Assistant gathers department payroll information for submission to the Auditor/Controller's Office. The DHS Accountant II assigned to the preparation and submission of monthly WIA invoices to Golden Sierra for reimbursement, is fully trained on the subject and has been doing so since July 2006. A recent federal audit of DHS program had no findings for the Workforce Investment Act programs.

The Program Manager and Analysts are responsible for preparing any finding responses and implementing any required corrective actions. The following DHS employees are responsible for either WIA administrative or fiscal activities:

Administrative	**Fiscal**
Debbie Stack, Program Manager	Karen Coleman, Sr. Staff Services Analyst
Patti Barton, Staff Services Analyst II	Diane Waibel, Accountant II

3. Program Performance Measures and Outcomes

The total number to be served is 15 in-school youth and 34 out-of-school youth per contract year (in accordance with the formula presented in part 2B of the project narrative), which may include new and continuing participants. Funds are necessary to continue to serve ongoing participants with case management, supportive services, counseling and guidance. An exact number of youth to be served in each outcome is not assigned as the needs and goals of incoming youth are varied. Also, many youth complete more than one outcome, creating an overlap.

Activities or Services		Tutoring; study skills training; and instruction to out-of-school youth through organizations such the El Dorado County Office of Education Adult Education Services, DHS staff, private and small group tutoring and workshops. Monetary incentives will be offered for improving basic skills in one or more education functioning levels. An appraisal, pre-test, and post-test will be given to determine literacy/numeracy gains.
Outcomes		**Placement in Unsubsidized Employment or Education** – In-school and Out-of-school youth.
Measurement Tool/Verification		***Education:*** Case manager will obtain a current school schedule, grade report or transcript to verify education/training type and dates. Case manager will verify training program is one of the following: post-secondary, advanced training or occupational skills training. ***Employment:*** Case manager will obtain paycheck stub showing dates worked or obtain telephone verifications from employer. To verify military placement, case manager will obtain written verification from the military. All data will be input into VOS system and verifications will be kept on file. Data will be reported to Golden Sierra through VOS reporting tools.
Performance Indicators	Program Performance Measures	Same as the WIA Mandated Performance Measures/Common Measures.
	WIA Mandated Performance Measures	Of the qualified participants, at least 69% (or current negotiated rate) of the enrolled youth will be employed or enrolled in post-secondary education, advanced training, or occupational skills training or the military, in the first quarter after exit.

Activities or Services		Tutoring; study skills training; and instruction to out-of-school youth through organizations such the El Dorado County Office of Education Adult Education Services, DHS staff, private and small group tutoring and workshops. Monetary incentives will be offered for improving basic skills in one or more education functioning levels. An appraisal, pre-test, and post-test will be given to determine literacy/numeracy gains.
Outcomes		**Attainment of a Degree or Certificate** – In-school and Out-of-school youth.
Measurement Tool/Verification		Case manager will obtain a copy of one of the following types of certificates/degrees: high school diploma, transcripts, GED, post-secondary degree and other approved certificates as outline in WIA common measures. All data will be input into VOS system and verifications will be kept on file. Data will be reported to Golden Sierra through VOS reporting tools.
Performance Indicators	Program Performance Measures	Same as the WIA Mandated Performance Measures/Common Measures.
	WIA Mandated Performance Measures	Of the qualified participants, at least 61% (or current negotiated rate) of the enrolled youth will attain a high school diploma/GED or occupational certificate or post-secondary degree by the end of the 3rd quarter after exit.

Activities or Services		Services may include tutoring, study skills training, and instruction to out-of-school youth through organizations such the El Dorado County Office of Education Adult Education Services, DHS staff, private and small group tutoring and workshops. Training is designed to lead to completion of secondary school, including dropout prevention strategies. Monetary incentives will be offered for improving basic skills by one or more education functioning levels. An appraisal, pre-test, and post-test will be given to determine literacy/numeracy gains.
Outcomes		**Literacy and Numeracy Gains** – Out-of-school youth who are basic skills deficient
Measurement Tool/Verification		Gains will be measured by using the CASAS testing tool. Each client will take an appraisal, a pre-test within 60 days of enrollment and a post-test, if necessary. Type of test given, dates tests are administered and results will be tracked and documented in the VOS system and the case file. All data will be input into VOS system and verifications will be kept on file. Data will be reported to Golden Sierra through VOS reporting tools.
Performance Indicators	Program Performance Measures	Same as the WIA Mandated Performance Measures/Common Measures.
	WIA Mandated Performance Measures	At least 40% (or current negotiated rate) of out-of-school youth who are basic skills deficient will increase one or more educational functioning levels (determined at time of exit).

Project Budget

1. Budget Narrative

a. How the project's proposed budget supports the stated objectives in the project;

- **Objective: Literary and Numeracy Gains**

Supportive Service funds have been budgeted to pay for services that support Literacy and Numeracy. Supportive Services funds can pay for tutoring, study skills training, and instruction, and include funds for monetary incentives to be offered for obtaining a high school diploma /GED or occupational skills certificate. The analyst, a former school teacher, also provides direct tutoring to youth client.

- **Objective: Placement in Unsubsidized Employment or Education**

The staffing budget includes three youth case managers (indirectly subsidized by CalWORKs), a percentage of time for their supervisors (directly subsidized) and less for a manager. Two youth have been employed in part time WEX positions to assist in each of the Connections – One Stop locations and to provide input as to how to best provide for the needs of local youth. They serve on various boards including the WIB Youth Council. In addition, an analyst has been partially funded to provide outreach to local community colleges, local businesses, and local government in order to increase unsubsidized employment opportunities and occupational skills training for youth, specifically targeting new technologies, *green and clean industries, healthcare, and the hospitality and tourism industry.*

- **Objective: Attainment of Degree or Certificate**

Supportive Service funds have been budgeted to pay for services that support the attainment or a degree or certificate, including ROP. Individual Referral (IR) plans supports training opportunities for eligible youth participants. The dedicated youth staff hours will also increase our ability to continue efforts that keep the Connections - One Stop Resource room open for youth centered evenings and to develop partnerships with local organizations and the business community to develop a mentorship program which encourages *leadership development.*

b. How funds are allocated to minimize administrative costs and support direct services to participants;

CalWORKs funds are used to subsidize WIA youth operations and staff. CalWORKs funds help operate the Connections - One Stop Career Centers. This assistance enables WIA staff to spend more time directly working with their clients, performing community outreach, and providing strong case management.

c. The duties of staff, including qualifications or education level necessary to the assignment;

For specific qualifications or education level necessary to the job assignment, see Attachment VIII.

d. How project-funded staff duties and time commitments support the proposed objectives and activities;

The staff duties will meet the proposed objectives and activities through continued involvement and outreach with local youth service organizations, the Youth Council, partnerships with local government agencies, the educational and business community. Case Managers will be available to provide counseling, assistance, and guidance to participants so they might meet their program goals and become successful in personal and career opportunities.

e. Proposed staff commitment/percentage of time to other efforts, in addition to this project;

There are three case managers working with the youth program. Each is funded to work 75% of their time on youth programs. South Lake Tahoe has 1 case manger, the remaining 25% of her time is used to work with the adult program. One of the Placerville case managers is also the WIA lead worker. The remaining 25% of her time is spent on quality control, as well as assisting with adult program. The remaining case manager is flexibly funded to meet the needs of the adult and youth programs. CalWORKs staff is used to cover the additional Connections - One Stop shifts, so that the WIA youth case managers have more time to devote to the youth participants.

f. Any unusual expenditure

El Dorado County does not propose to make any unusual expenditures.

g. Identify all proposed subcontracts

El Dorado County does not propose to sub-contract out the youth services.

2. **Budget Form**

Data from the Virtual One-Stop System (VOS) show that since July 2009, El Dorado County (EDC) has provided services for 53% of the youth served under the Golden Sierra Job Training Agency umbrella. Golden Sierra served 28% of the youth total while Crossroads Diversified Services served 19%. As a result of that data, EDC is requesting 40% of the youth allocation received by Golden Sierra. EDC has taken a leadership role in providing youth services; EDC has been the driving force behind addressing VOS systems issues as they relate to youth; Common Measures Training; and the training of other Golden Sierra sub-contractors on WIA youth programs. Based on the current projected youth allocation of $773,823, EDC is requesting $309,529. As the allocation changes, so would the request.

3. **Organizational Chart and Job Descriptions -** See Attachment VIII and Attachment XII

4. **Formalized Agreements -** See Attachment XIII

5. **Program Costs -** El Dorado County expects to use 12% of the awarded youth funds to pay for indirect program costs such as travel, office supplies, training materials, telephone, postage, facility rental and other consumable items.

6. **Administrative costs -** El Dorado County will use no more than 5% of the grant funds for administrative salary and benefits costs.

7. **Participant costs** - The average participant cost for the past 2 years has been $2,373. These costs include supportive services, participant supplies, stipends, work experience salaries, tuition, fees, and other supports necessary to support the youth participant to meet their goals objectives and complete their activities.

8. **In-Kind/Leveraged funds -** WIA has partnered with the CalWORKs program, EDD, California Human Development, Crossroads, Folsom Lake College and the Public Housing Agency. The combined in-kind staffing contributions to the WIA youth program in EDC will be $120,888. The Independent Living Program has provided staffing and meals for youth to support WIA youth meetings and recruitment efforts.

9. Prohibited Expense Items - El Dorado County will not use any WIA funds to purchase or support the prohibited items, fees, dues, or services.

TOTAL BUDGET REQUEST

Contractor Name: El Dorado County Department of Human Services

Proposed Contract Amount: $309,529.00 (***column 1***)

		Column 1 WIA Youth Program Year	Column 2 NON-WIA Funds Cash & In-kind	Total
A.	In-School Youth	$95,953.00	$37,475.00	$133,428.00
B.	Out-of-School Youth	$213,576.00	$83,413.00	$296,989.00
TOTAL		$309,529.00	$120,888.00	$430,417.00

Column 1 must equal the total contract period (7/1/09 - 6/30/10). Column 2 must be equal to or greater than 25% of Column 1. The total is equal to the sum of Columns 1 & 2.

		Column 1 WIA Youth Program Year	*Column 2* NON-WIA Funds Cash & In-kind	Total
A.	Staff Salaries and Benefits	$152,751.00	$120,888.00	$273,639.00
B.	Staff Travel/Trianing/Meetings	$2,538.00		$2,538.00
C.	Recruitment, Advertising, Outreach	$2,477.00		$2,477.00
D.	*Subcontracts/Formal Agreements	$0.00		$0.00
E.	Office Supplies/Postage/Janitorial	$5,386.00		$5,386.00
F.	Telephone/Internet	$6,222.00		$6,222.00
G.	Rent	$31,170.00		$31,170.00
H.	Utilities	$5,571.00		$5,571.00
I.	Insurance			$0.00
J.	**Equipment Purchases	$0.00		$0.00
K.	**Equipment Rent/Lease	$0.00		$0.00
L.	Equipment Maintenance			$0.00
M.	Acctg, Audit or Annual Statement			$0.00
N.	Contracted Services (including training)	$0.00		$0.00
O.	Indirect Costs	$6,067.00		$6,067.00
P.	Printing, Reporduations (Instructional Mtrl)			$0.00
Q.	Training Materials, Class Supplies, Books			$0.00
R.	Participant Wages	$54,415.00		$54,415.00
S.	Participant Stipends	$0.00		$0.00
T.	Supportive Services	$36,462.00		$36,462.00
U.	Other (List)			$0.00
	Maintenance - Janitorial	$3,684.00		$3,684.00
	Employee Training	$774.00		$774.00
	Direct Training - Client Contracts	$2,012.00		$2,012.00
				$0.00
				$0.00
TOTAL EXPENDITURES		$309,529.00	$120,888.00	$430,417.00

* Subcontract must have prior approval from WIB staff

** Any equipment rent/lease/purchase over $500 must have prior approval from WIB staff

Description of Cash Funds

Describe Source of Cash Funding	Amount

Funding amounts and enrollments have been adjusted as outlined in N-1

EXHIBIT O

Requirements for Indirect Cost Rate

Monitoring of the ICR will require the following information to be submitted electronically to the Chief Fiscal Officer and WIB Analyst.

Annually and on an ongoing basis the Chief Fiscal Officer for El Dorado County HHS division will provide the following information:

1.) Copy of approved ICR proposal by the County Auditor Controller and the proposals supporting documentation.
2.) Copies of communications with the State of California Department of Social Services for each fiscal year's ICR being applied to county claims. Currently it is our understanding that the procedures being followed are as required in County Fiscal Letter (CFL) 00/01-74, dated April 30, 2001 *(Attachment 1)*.
3.) Notification of changes or audit findings as they relate to the application of the ICR within El Dorado County Health and Human Services Agency to state claims for HHS programs.

Requirements for Indirect Costs – Costs Applied

It has been communicated to us that these charges are not part of the County A-87 Costs nor are they part of the County's Cost Allocation Plan (CAP).

These costs are defined within the County's Recommended Budget. Documentation provided in *(Attachment 2)* which defines the types of costs that could appear in this category. When expenses are charged to this line item for reimbursement all originating documentation will be submitted with the monthly invoices for review before reimbursement is approved.

OMB 2CRF225 Appendix E – Section D.1.b *(Attachment 3)*

STATE OF CALIFORNIA – HEALTH AND HUMAN SERVICES AGENCY GRAY DAVIS, Governor

DEPARTMENT OF SOCIAL SERVICES
744 P Street, Sacramento, CA 95814

April 30, 2001

COUNTY FISCAL LETTER (CFL) No. 00/01-74

TO: COUNTY WELFARE DIRECTORS
COUNTY FISCAL OFFICERS
COUNTY AUDITOR CONTROLLERS
COUNTY PROBATION OFFICERS

SUBJECT: REVISED INSTRUCTIONS FOR THE SUPPORT STAFF TIME REPORTING PLAN (SSTRP) FOR COUNTY WELFARE DEPARTMENT (CWD) CLERICAL AND ADMINISTRATIVE STAFF

Reference: CFL No. 93/94-29 dated February 18, 1994; CFL No. 95/96-06, dated August 4, 1995; CFL No. 98/99-17 dated June 23, 1999

The purpose of this letter is to inform counties of the revised procedures that have been developed for the SSTRP. These instructions revise those issued in CFL No. 93/94-29 for all counties and those instructions issued in CFL No. 98/99-17 for counties submitting multiple County Expense Claims (CEC). The revisions below will be effective with the 2001/02 Fiscal Year (FY). These instructions also comply with federal requirements that costs be allocated equitably.

This letter consists of the following:

I. Time Frames for Submission of Plans
II. Submission and Review of the SSTRP
III. SSTRP Revisions
IV. Development of the SSTRP
V. Nonwelfare Program Activities
VI. General Administrative Support
VII. Functional Support
VIII. Items Applicable to Both General Administrative and Functional Support
IX. Identification of Clerical and Administrative Staff
X. Treatment of Higher-Level Administrators
XI. Electronic Data Processing (EDP) and Staff Development
XII. Eighteen Small Counties

To supplement the instructions contained in this letter, the following attachments are provided.

Attachment A	General Administrative Units Support Staff Time Report, DFA 7
Attachment B	Functional Support Units Support Staff Time Report, DFA 7
Attachment C	Support Staff Time Reporting Plan Certification
Attachment D	Glossary of Terms

I. Time Frames for Submission of Plans

Previously, counties were required to submit a revised SSTRP one month prior to the quarter in which the change would occur. Counties will now be required to submit a yearly SSTRP by August 1st for that fiscal year. For example, the 2001/02 SSTRP must be submitted to CDSS by August 1, 2001.

II. Submission and Review of the SSTRP

The SSTRP and any revisions must be submitted to the Fiscal Policy Bureau (FPB) by August 1, 2001, for the FY 2001/02, at the following address:

California Department of Social Services
Fiscal Policy Bureau
744 P Street, MS 8-100
Sacramento, CA 95814

The SSTRP will be reviewed by the county analyst for completeness. FPB will then review and acknowledge receipt of the SSTRP within 30 days of receiving the plan.

<u>It is important to note that the FPB review of an SSTRP constitutes an acknowledgement of a CWD's method to accumulating costs for distribution under the cost allocation plan (CAP), and does not imply that the FPB has approved the organizational structure of the CWD.</u>

III. SSTRP Revisions

Revisions to the SSTRP should be kept current and on file within the County Welfare Department (CWD) for submission and review if requested. If the CWD undergoes a major reorganization during the year at the department or division level, a new SSTRP must be submitted to CDSS within 30 days of the reorganization. The new SSTRP will remain in effect for the remainder of that fiscal year.

IV. Development of the SSTRP

The SSTRP is based on the expected CWD organizational structure and staffing levels effective for the specified fiscal year. Each SSTRP submitted will include the following information:

1. A signed certification by the CWD Director attesting to the accuracy in the development and use of the SSTRP.

2. An organizational chart for the entire CWD, based on reporting lines, which identifies:

    a. Each managerial position and each unit in the CWD, including casework staff, clerical and administrative staff, electronic data processing (EDP) support units and staff development units.

    b. The classification and quantity of positions within each unit.

    c. Whether the unit is considered to be General Administrative or Functional Support.

    d. If a super/umbrella agency structure exists within the CWD organizational structure, indicate all staff/units considered to be part of the agency.

3. An activity description for each unit identifying:

    a. The overall responsibility or primary purpose of the unit.

    b. The activities performed by clerical and administrative support staff within each unit in general terms (this does not imply job duty statements for each position).

4. Time Reporting Requirements – A statement for each unit identifying whether the clerical and administrative staff in each unit will either time study or time certify their activities, and to which benefiting level, i.e., generic, function, or direct-to-program (be specific when identifying which function and program).

V. Nonwelfare Program Activities

Nonwelfare program activities are funded from sources other than the CDSS and in which casework and/or support staff perform activities in support of the nonwelfare

program. For these types of programs, the narrative must address how their administrative costs are identified. For each program, the narrative must include:

1. A description or identification of the nonwelfare program or activity being performed.

2. The type of staff performing the activity: (i.e., caseworkers or support staff only)

   a. If performed by caseworkers, identify the program being charged. For example, the CWD administers the Public Guardian Program. These are staff performing casework activities that are time studied on the Generic Time Study form or recorded by the Random Moment Time Study. The narrative would specify that the caseworkers report Public Guardian activities to the Nonwelfare Programs-either EDP or Non EDP program codes. The support staff costs are allocated to that program code through the casework time study hours on the CEC. The support staff would identify their time based on SSTRP guidelines and an indirect cost rate (ICR) would not be used.

   b. If only support staff are performing the nonwelfare activity, specify that the staff time study to Nonwelfare Support on the Support Staff Time Report (DFA 7). Identify the type of ICR that will be applied to the salary and benefits of the support staff (the predetermined rate calculated by CDSS or an ICR developed by the CWD).

      In some cases the CWD Director may be supporting nonwelfare programs and it is not feasible for the Director to maintain a continuous time study. The county may choose to allocate the salary and benefits of the Director between welfare and nonwelfare using the number of staff (full time equivalents) in the welfare and nonwelfare programs. The ICR would then be applied to the nonwelfare portion of the salary and benefits.

VI. General Administrative Support

General Administrative units are those units assigned to a CWD administrative organization that perform activities typically having departmentwide benefit, e.g., fiscal, statistical reporting, personnel, etc. For these units, the following requirements apply:

1. When the unit activities performed by staff have departmentwide benefit and cannot be identified to the function level, the staff in the unit will be certified as Generic.

2. When the unit activities performed by staff have departmentwide benefit, but some staff can identify time to specific functions, the staff in the unit may be certified as Generic as in 1., above, or the staff in the unit may time study their activities between Generic and the benefiting function(s). Each benefiting function must be identified. All other units performing similar activities will then be required to report time to the same level.

3. When the unit activities performed by staff specifically benefit only one function, the staff in the unit will certify to that function. The unit may not certify to Generic. Any unit performing similar activities will be required to identify time to the benefiting function level through time study or certification as specified in 2., above.

4. When the unit activities performed by staff benefit more than one function, the staff may time certify to a multi-function pool.

5. As stated in CFL No. 95/96-06, support and casework staff who perform administrative activities for welfare programs record time directly to the program benefited. Remaining support time is recorded to generic. The restriction that support staff cannot record hours to programs that have no caseworker hours no longer applies.

<u>All General Administrative units performing similar activities must identify their time to the same benefiting level for consistency purposes.</u>

VII. Functional Support

Functional support units are those units organizationally assigned to support one or more of the functions (Social Services, CalWORKs, Child Care, Other Public Welfare, Nonwelfare, or Generic). For these units, the following requirements apply:

1. When the unit activities performed by staff benefit only one function, the staff in the unit will certify their time to that one function. At the CWD's option, the staff in the unit may time study their activities directly to the programs within this function, provided staff in units performing similar activities time study to the program level as well. If the CWD opts to time study staff to the program level, each benefiting program must be identified.

2. Each CWD must determine if it is possible to time study when activities

performed within the unit benefit more than one function. If it is possible to time study, the CWD must then determine if it is both reasonable and expected to yield accurate results. If it is not practical to time study, the staff may be certified to a multifunctional pool or generic if all functions benefit.

3. Staff who support multi-function caseworkers must include all applicable functions when identifying their time.

<u>All units within a function performing similar activities must identify their time to the same benefiting level for consistency purposes.</u>

VIII. Items Applicable to Both General Administrative and Functional Support

1. All staff within one unit must either time study or time certify, as appropriate. In instances where the support staff are able to directly identify the program to which they are working, it is appropriate to time study their salary and benefits to the program level.

2. In lieu of utilizing time certification procedures, CWDs may opt to time study CWD clerical and administrative staff to the appropriate benefiting level, provided the requirements stated above for General Administrative and Functional Support units are adhered to.

3. First-line supervisors time spent supervising their unit will be prorated based on the time reported by the unit staff. If staff time certify, then the supervisor may also time certify.

4. Second-line supervisors and above with responsibility for General Administrative units, either exclusively or in combination with Functional Support units, may certify their time as generic, provided their activities benefit all functions.

5. Second-line supervisors and above with responsibility for Functional Support units in multiple functions may certify their time to a multi-functional pool.

6. Second-line supervisors and above with responsibility for either General Administrative or Functional Support units who prorate time based on unit activities must do so based on the activities of all units, including those with casework staff.

IX. Identification of Clerical and Administrative Staff

The following is a list of those support staff as identified on the CEC and the types of costs captured under each level. Designation of staff as administrative and clerical for the SSTRP is not necessary, however time studies will continue to use the appropriate designation.

General

Salaries and benefits of full-time or part-time generic staff (i.e., Director, Deputy Directors, administrative professionals, supervisors, managers, clerical or other similar staff) who perform activities that have departmentwide benefit.

General/Direct-to-Program Costs

Salaries and benefits of generic staff (i.e., administrative professionals, supervisors, manager, or other similar staff) who are assigned on a less than full-time basis to perform activities on behalf of a specific program.

Direct-to-Function Costs-Program Administration

Salaries and benefits of full-time or part-time administrative professionals, supervisors, managers, or other similar staff who oversee or are otherwise responsible to support a particular function(s) but are unable to identify time to specific programs. Staff would time study to the appropriate function.

Direct-to-Program Costs-Program Administration

Salaries and benefits of full-time or part-time CWD administrative professionals, supervisors, managers, or other similar staff who oversee or are otherwise responsible to support line staff for specific programs. Examples may include first and second line supervisors of program units/section, program managers, and program specialists.

Direct-to-Function Costs-Clerical

Salaries and benefits of full-time or part-time clerical staff who perform clerical activities for caseworker staff responsible for a specific function(s). Staff would time study or certify to the appropriate function.

Direct-to-Program Costs-Clerical

Salaries and benefits of full-time or part-time clerical staff who perform clerical activities in direct support of caseworker staff assigned to specific programs. Staff would time study to the appropriate program.

X. Treatment of Higher-Level Administrators

Due to the integration of duties at high levels, and on an individual basis, second-line administrators and above can identify time as generic only if their activities have departmentwide benefit. However, counties may choose to designate all administrators above a specified level to generic; this will ensure that costs are distributed equitably.

XI. EDP and Staff Development

In counties that use the mid-month time study, CWD staff performing EDP and/or staff development activities are required to maintain continuous time records throughout the entire quarter. A mid-month time study would not identify costs equitably because the activities and benefiting programs change throughout the quarter. In counties which use the 22 random days, these staff time study only on 22 random days. In either case, counties will be required to specify which benefiting level the staff will report to generic (departmentwide), function (one or more functions), or directly to specific programs.

XII. Eighteen Small Counties

Generally, staffing is limited within the eighteen small counties, and because of that limitation all staff typically assist in every aspect of the CWD. Therefore, the eighteen small counties may report as generic or may develop an SSTRP in accordance with the guidelines set forth in this CFL if they decide to report to a level other than generic.

Alpine	Inyo	San Benito
Amador	Lassen	Sierra
Calaveras	Mariposa	Siskiyou
Colusa	Modoc	Tehama
Del Norte	Mono	Trinity
Glenn	Plumas	Tuolumne

If a county does not operate under an SSTRP, caseworkers are required to time study, but clerical and administrative staff time study only in the following situations:

1. Support staff who provide direct service delivery to recipients, i.e., transportation of clients or Food Stamp Issuance activities, record time to Direct Service Delivery on the DFA 7. The time recorded is then calculated into the salary and benefits and claimed under the Direct

Service Delivery program identifier number (PIN) for that program on the CEC. The remaining allocable time is recorded as Generic.

2. Support staff who perform activities for welfare programs that have no casework hours recorded during the fiscal year record time directly to the program benefited. The time recorded is then calculated into the salary and benefits and claimed under the program on the CEC. The remaining allocable time is recorded as Generic.

3. Clerical and administrative staff who perform activities in support of staff development record time as Staff Development Support on the DFA 7. The time recorded is then calculated into the salary and benefits and claimed to Staff Development - Personal Services/Operating Costs on the CEC. The remaining allocable time is recorded as Generic. Salaries and benefits of trainers and first-line supervisors performing specific training activities either full or part-time are claimed to staff development. Second-line supervisors who are training personnel and assigned full-time to staff development are claimed as a staff development cost. If not assigned full-time to staff development, the salaries and benefits are claimed as a generic allocable support staff cost.

4. Support staff performing activities in support of EDP record time to EDP support on the DFA 7. The time recorded is then calculated into the salary and benefits and claimed to EDP - Personal Services/Operating Costs on the CEC. The remaining allocable time is recorded as Generic.

5. The requirements regarding nonwelfare activities also apply to the eighteen small counties.

The eighteen small counties should be aware that any changes in the claiming of clerical and administrative salaries and benefits resulting from exercising this option must be absorbed within the allocation developed through the fiscal year budgeting process.

If you have any questions regarding this letter or your individual SSTRP, please contact your Fiscal Policy Bureau analyst at (916) 657-3440.

Original Document Signed by
MARY JANE ARCHER on 4/30/01

MARY JANE ARCHER, Chief
Fiscal Systems and Accounting Branch

Attachments

Support Staff Time Reporting Plan (SSTRP)
General Administrative Units
Support Staff Time Report, DFA 7

Definition: Those units which are assigned to a CWD administrative organization and which perform activities typically having departmentwide benefit.

Examples: Personnel, accounting, budgeting, contracting, administrative services, purchasing, statistical reporting, word processing.

UNIT ACTIVITIES PERFORMED BY INDIVIDUALS HAVING DEPARTMENTWIDE BENEFIT MAY TIME CERTIFY TO THE GENERIC FUNCTION.

Description of Unit Activities	Certification and Time Reporting Plan Criteria	
	Single Function (Benefits only one function)	Multi-Function (Benefits more than one function)
A. Unit activities performed by individuals have departmentwide benefit, but some individuals can identify time to specific functions.	1A. Individuals in unit may time study between generic and function, provided all units performing similar activities identify time between generic and function.	2A. Individual in unit may time study between generic and function(s), provided all units performing similar activities identify time between generic and function(s).
B. Unit activities do not have departmentwide benefit but can be identified to a multi-function pool.	1B. Not applicable.	2B. Individuals may certify to a multi-function pool.
C. Unit activities performed specifically benefit only one function.	1C. Unit will be certified to the single function. Units performing similar activities must be treated consistently when identifying costs to the function level.	2C. Not applicable.
D. First-line supervisors in general administrative units, exclusively, or in combination with functional support units.	1D. First-line supervisors will: 1) certify to the single function if staff also certify, or 2) prorate time based on unit activities if staff time study.	2D. First-line supervisors will: 1) certify as generic if staff certify, or 2) prorate time base on unit activities if staff time study.
E. Second-line supervisors and above in general administrative units or in combination with functional support units.	1E and 2E. For units which benefit both generic and one or more function, the supervisor/manager and secretary may: 1) certify as generic, only if benefit all functions or if all 2nd line supervisors and above certify to generic. 2) prorate time based on unit activities, or 3) time study activities between generic and the function(s).	

All General Administrative units performing similar activities must identify their time to the same benefiting level.

Support Staff Time Reporting Plan (SSTRP)
Functional Support Units
Support Staff Time Report, DFA 7

Definition: Those units which are organizationally assigned to support one or more of the functions.

Examples: Program unit clerks, public reception, program specialists, district managers.

Individuals in units with multi-function benefit may not report time to the program level.

UNIT ACTIVITIES PERFORMED BY INDIVIDUALS HAVING DEPARTMENTWIDE BENEFIT MAY TIME CERTIFY TO THE GENERIC FUNCTION.

Description of Unit Activities	Certification and Time Reporting Criteria	
	Single Function (Benefits only one function)	Multi-Function (Benefits more than one function)
A. Unit activities performed by individuals benefit only one function.	1A. Unit will certify to the single function. At county option the individuals in the unit may time study to programs within this one function only.	2A. Not applicable.
B. Unit activities performed by individuals benefit more than one function.	1B. Not applicable.	2B. If it is practical to time study, individuals in the unit will time study between benefiting functions. If it is not practical to time study, benefiting functions will be identified and salaries will be certified to a multi-function pool or generic if benefits all functions.
C. First-line supervisors of single function units or units benefiting more than one function.	1C. First-line supervisors will: 1) certify time to the single function if staff certify, or 2) time study if staff time study.	2C. First-line supervisors will: 1) certify time to a multi-function pool if staff certify, or 2) prorate time based on unit activities if staff time study.
D. Second-line supervisors and above of units in one function only or units benefiting more than one function.	1D. The supervisor/manager and secretary will: 1) certify to the single function, or 2) time study if staff time study.	2D. The supervisor/manager will: 1) certify time to a multi-function pool; or generic if benefits all functions; 2) prorate time based on unit activities; or 3) time study activities between functions.

All units within a function performing similar activities must identify their time to the same benefiting level.

Attachment C

Support Staff Time Reporting Plan (SSTRP)
Certification

I hereby certify that the information contained in the attached SSTRP for use beginning July 1, _____(year) is prepared in accordance with the instructions issued by the California Department of Social Services (CDSS). I further certify that : a) the SSTRP will be used for the distribution of clerical and administrative staff salaries to the benefiting welfare programs; b) the SSTRP is based on the organizational structure, responsibilities, and activities of this Department effective July 1, _____ (year); and c) units performing similar activities are reporting time to the same benefiting level as required. If changes occur in the SSTRP, the CDSS will be notified as required and appropriate steps will be taken to ensure an accurate and equitable distribution of costs to the benefiting welfare programs.

_____ _____
(Signature) (Date)

Glossary of Terms

Administrative Support Staff
County Welfare Department (CWD) staff who perform administrative activities which are not in direct support of caseworkers. This includes clerical staff in support of this group.

Allocation
Distribution of a cost pool to the particular program(s) benefiting from that cost pool.

Clerical Support Staff
CWD staff who are predominately in direct support of casework staff.

Cost Allocation Plan (CAP)
The narrative description of the methods and procedures used to identify, accumulate, and allocate the CWD administrative costs to the benefiting functions and programs. Federal approval is required.

Cost Pool
A grouping of costs, i.e., a pool, center, category or area established for the accumulation of costs. In the California CWD CAP, the cost pools are:

1. Caseworker Costs
2. Support Staff Costs
3. Support Operating Costs
4. EDP Costs
5. Staff Development Costs
6. Direct Costs

Function
An intermediate cost pool that segregates costs of administering programs that have similar objectives. In the California CWD CAP the functions are:

1. Social Services
2. CalWORKs
3. Other Public Welfare
4. Child Care
5. Nonwelfare
6. Generic

Functional Support
Units which are organizationally assigned to support one or more of the functions.

General Administrative Unit
Units assigned to a CWD administrative organization that perform activities typically having departmentwide benefit.

Generic
A category of activities performed for departmentwide benefit.

Multi-function
A category of activities performed for the benefiting of two to five functions. Can be represented in many combinations, e.g., Social Service/CalWORKs, Social Services/Child Care, CalWORKs/Child Care, Social Services/CalWORKs/Child Care, etc.

Program
The individual programs administered by the CWD designed to provide assistance or services to eligible clients, i.e., CalWORKs Eligibility.

Single Function
A category of activities that are performed for and benefit only one of the functions.

Support Staff Time Reporting Plan
The plan developed by the CWD specifies the level to which clerical and administrative support staff will time study or time certify.

Time Certification
The process of recording total hours worked (allocable hours) to be allocated to benefiting levels based on caseworker hours. Nonallocable time only is recorded on a daily basis while total allocable time is recorded at the end of the month.

Time Study
The process of recording time spent on individual worker's activities each day of the time study period. A time study occurs during the mid-month of each quarter or on a continuous basis, when required.

Unit
A group of workers organized under a first-line supervisor and performing related activities.

GENERAL DEFINITION OF DIRECT BILLINGS FOR INTERNAL SERVICE CHARGES

Annual County charges from servicing departments (such as Information Services, Auditor-Controller, Human Resources), reimbursing costs incurred in the provision of internal County services to the departments receiving the services.

For servicing organizations, the reimbursement is reflected as Intra-Fund Transfers offsetting their Gross Appropriation (from General Fund departments) or as Revenue from non-General Fund departments). Services provided by these departments include computer support, telephone services and insurance.

Revenues from direct billings offset charges included in the County's Cost Allocation Plan.

AUDITOR-CONTROLLER

Responsibilities of the Auditor-Controller include: pre-audits and payment of claims made by the County for goods and services; property control for County government fixed assets; accounting for and issuance of payroll to County employees; maintenance of revenue and expenditure accounts for all units of County government and special districts; financial control over fund balances and property tax collections; field audits for special districts; development and implementation of accounting systems; technical assistance in budget preparation; preparation of the A-87 Cost Allocation Plan and other special budgetary information; preparation of claims for State-mandated costs (SB90); assistance in development of long-range financial planning.

Internal Service Revenue is generated in the Financial Reporting section for accounting and audit services provided to special districts and other agencies and to departments.

TREASURER/TAX COLLECTOR

The Treasurer-Tax Collector's Department administers the treasury and collection of property taxes, including secured, unsecured, and supplemental taxes. The Department is also responsible for the Transient Occupancy Tax program and the Business License Program. The Department is responsible for accounting for over one billion dollars deposited annually to the treasury. The Department is responsible for accounting for over one billion dollars deposited annually to the treasury. Based on historical data and current events, the Treasury anticipates the short term cash flow needs of the County, schools, and other outside agencies. In addition, the Department is responsible for the accounting and internal controls over same.

Internal Service Revenue is generated from the costs of the Assessor and Treasurer-Tax Collector Departments.

HUMAN RESOURCES

The Human Resources Division supports employee and department success through organizational and employee development. The mission of the Risk Management Division is to provide proactive risk management solutions that will safeguard citizens and employees, and strengthen and preserve the viability and economic stability of our County.

Responsible for business support functions including response to all public and departmental inquiries; processing and verifying all payroll/personnel changes; maintaining official personnel files; developing and modifying personnel policies and systems; maintaining and revising official position allocation lists, salary tables, classification descriptions; and developing and revising Countywide Human Resources programs and policies.

Administration of all employee disability management programs such as workers' compensation, sick leave, long term disability (LTD), life insurance, Family & Medical Leave Act (FMLA), California Family Rights Act (CFRA), and CalPERS disability retirements. Early return to work is promoted through a modified work program, reasonable accommodation in accordance with the Americans with Disabilities Act (ADA), and coordination with employees on medical leaves, and their respective department supervisors and managers.

Risk Management - Responsible for administrative and business support functions to include the preparation and monitoring of the department's budget, accounting operations, payroll, purchasing and contract coordination, computer services and support. Respond to public and departmental contacts.

Liability Programs - Liability management focuses on identifying El Dorado County's exposure to accidental losses, analyzing the risk factors associated with those losses, identifying trends in losses and managing their reduction. This program also coordinates procurement of insurance such as excess insurance, airport liability, medical malpractice, property, and other types of risk transfer.

Program elements include contract review, insurance, risk transfer, pre-employment medicals, fitness-for-duty exams, ergonomics, employee safety, and violence prevention. The Liability Program, which includes Loss Control and Operations Support, is funded by revenues from cost applied charges to the departments.

Workers Compensation & Medical Leave Management - Administration of all employee disability management programs such as workers' compensation, sick leave, long term disability (LTD), life insurance, Family & Medical Leave Act (FMLA), California Family Rights Act (CFRA), and CalPERS disability retirements. Early return to work is promoted through a modified work program, reasonable accommodation in accordance with the Americans with Disabilities Act (ADA), and coordination with employees on medical leaves, and their respective department supervisors and managers.

Revenues to fund the Liability Programs, Medical Leave Program, and the Employee Benefits programs are generated through cost-applied charges to departments, employee payroll deductions, and payments from retirees.

INFORMATION TECHNOLOGIES

This department provides for complete life cycle application development, support and maintenance, and database design on multi-tiered platforms. This function also provides business processing analysis and project management services, and County-wide training for Google Apps (G-mail, Calendar, Documents), Adobe and Microsoft applications. This section will play a significant role in the future implementation of updated countywide systems which will include Financial, Payroll, and Human Resources Management. The department also provides support for the design and maintenance of the County-wide Web presence as well as support for most departmental Web sites.

Revenues to fund Information Technologies are generated through cost-applied charges.

CHIEF ADMINISTRATIVE OFFICE

The Chief Administrative Office exercises overall responsibility for the coordination of County department activities to ensure the sound and effective management of County government, pursuant to Board policy and the adopted budget.

Central Stores: Provides mail and courier service to County departments and operates the County's warehouse and surplus property programs.

Mail Support: Provides mail and courier service to County departments and operates the County's warehouse and surplus property programs.

Facilities: The Chief Administrative Office has assumed the facilities functions previously performed by the Department of Transportation. These functions include buildings and grounds maintenance, custodial and facilities capital projects.

The Chief Administrative Office has assumed the facilities functions previously performed by the Department of Transportation. These functions include buildings and grounds maintenance, custodial and facilities capital projects.

Revenues to fund Chief Administrative Office activities are generated through cost-applied charges.

Appendix D to Part 225—Public Assistance Cost Allocation Plans

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A. *General.* Federally-financed programs administered by State public assistance agencies are funded predominately by the Department of Health and Human Services (HHS). In support of its stewardship requirements, HHS has published requirements for the development, documentation, submission, negotiation, and approval of public assistance cost allocation plans in Subpart E of 45 CFR part 95. All administrative costs (direct and indirect) are normally charged to Federal awards by implementing the public assistance cost allocation plan. This appendix extends these requirements to all Federal agencies whose programs are administered by a State public assistance agency. Major federally-financed programs typically administered by State public assistance agencies include: Temporary Assistance to Needy Families (TANF), Medicaid, Food Stamps, Child Support Enforcement, Adoption Assistance and Foster Care, and Social Services Block Grant.

B. *Definitions.*

1. ''State public assistance agency'' means a State agency administering or supervising the administration of one or more public assistance programs operated by the State as identified in Subpart E of 45 CFR part 95. For the purpose of this appendix, these programs include all programs administered by the State public assistance agency.

2. ''State public assistance agency costs'' means all costs incurred by, or allocable to, the State public assistance agency, except expenditures for financial assistance, medical vendor payments, food stamps, and payments for services and goods provided directly to program recipients.

C. *Policy.* State public assistance agencies will develop, document and implement, and the Federal Government will review, negotiate, and approve, public assistance cost allocation plans in accordance with Subpart E of 45 CFR part 95. The plan will include all programs administered by the State public assistance agency. Where a letter of approval or disapproval is transmitted to a State public assistance agency in accordance with Subpart E, the letter will apply to all Federal agencies and programs. The remaining sections of this appendix (except for the requirement for certification) summarize the provisions of Subpart E of 45 CFR part 95.

D. *Submission, Documentation, and Approval of Public Assistance Cost Allocation Plans.*

1. State public assistance agencies are required to promptly submit amendments to the cost allocation plan to HHS for review and approval.

2. Under the coordination process outlined in subsection E, affected Federal agencies will review all new plans and plan amendments and provide comments, as appropriate, to HHS. The effective date of the plan or plan amendment will be the first day of the quarter following the submission of the plan or amendment, unless another date is specifically approved by HHS. HHS, as the cognizant agency acting on behalf of all affected Federal agencies, will, as necessary, conduct negotiations with the State public assistance agency and will inform the State agency of the action taken on the plan or plan amendment.

E. *Review of Implementation of Approved Plans.*

1. Since public assistance cost allocation plans are of a narrative nature, the review during the plan approval process consists of evaluating the appropriateness of the proposed groupings of costs (cost centers) and the related allocation bases. As such, the Federal Government needs some assurance that the cost allocation plan has been implemented as approved. This is accomplished by reviews by the funding agencies, single audits, or audits conducted by the cognizant audit agency.

2. Where inappropriate charges affecting more than one funding agency are identified, the cognizant HHS cost negotiation office will be advised and will take the lead in resolving the issue(s) as provided for in Subpart E of 45 CFR part 95.

3. If a dispute arises in the negotiation of a plan or from a disallowance involving two or more funding agencies, the dispute shall be resolved in accordance with the appeals procedures set out in 45 CFR part 75. Disputes involving only one funding agency will be resolved in accordance with the funding agency's appeal process.

4. To the extent that problems are encountered among the Federal agencies and/or governmental units in connection with the negotiation and approval process, the Office of Management and Budget will lend assistance, as required, to resolve such problems in a timely manner.

F. *Unallowable Costs.* Claims developed under approved cost allocation plans will be based on allowable costs as identified in 2 CFR part 225. Where unallowable costs have been claimed and reimbursed, they will be refunded to the program that reimbursed the unallowable cost using one of the following methods: a cash refund, offset to a subsequent claim, or credits to the amounts charged to individual awards.

Appendix E to Part 225—State and Local Indirect Cost Rate Proposals

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A. *General.*

1. Indirect costs are those that have been incurred for common or joint purposes. These costs benefit more than one cost objective and cannot be readily identified with a particular final cost objective without effort disproportionate to the results achieved. After direct costs have been determined and assigned directly to Federal awards and other activities as appropriate, indirect costs are those remaining to be allocated to benefitted cost objectives. A cost may not be allocated to a Federal award as an indirect cost if any other cost incurred for the same purpose, in like circumstances, has been assigned to a Federal award as a direct cost.

2. Indirect costs include the indirect costs originating in each department or agency of the governmental unit carrying out Federal awards and the costs of central governmental services distributed through the central service cost allocation plan (as described in Appendix C to this part) and not otherwise treated as direct costs.

3. Indirect costs are normally charged to Federal awards by the use of an indirect cost rate. A separate indirect cost rate(s) is usually necessary for each department or agency of the governmental unit claiming indirect costs under Federal awards. Guidelines and illustrations of indirect cost proposals are provided in a brochure published by the Department of Health and Human Services entitled ''A Guide for State and Local Government Agencies: Cost Principles and Procedures for Establishing Cost Allocation Plans and Indirect Cost Rates for Grants and Contracts with the Federal Government.'' A copy of this brochure may be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20401.

4. Because of the diverse characteristics and accounting practices of governmental units, the types of costs which may be classified as indirect costs cannot be specified in all situations. However, typical examples of indirect costs may include certain State/local-wide central service costs, general administration of the grantee department or agency, accounting and personnel services performed within the grantee department or agency, depreciation

or use allowances on buildings and equipment, the costs of operating and maintaining facilities, etc.

5. This appendix does not apply to State public assistance agencies. These agencies should refer instead to Appendix D to this part.

B. *Definitions.*

1. ''Indirect cost rate proposal'' means the documentation prepared by a governmental unit or subdivision thereof to substantiate its request for the establishment of an indirect cost rate.

2. ''Indirect cost rate'' is a device for determining in a reasonable manner the proportion of indirect costs each program should bear. It is the ratio (expressed as a percentage) of the indirect costs to a direct cost base.

3. ''Indirect cost pool'' is the accumulated costs that jointly benefit two or more programs or other cost objectives.

4. ''Base'' means the accumulated direct costs (normally either total direct salaries and wages or total direct costs exclusive of any extraordinary or distorting expenditures) used to distribute indirect costs to individual Federal awards. The direct cost base selected should result in each award bearing a fair share of the indirect costs in reasonable relation to the benefits received from the costs.

5. ''Predetermined rate'' means an indirect cost rate, applicable to a specified current or future period, usually the governmental unit's fiscal year. This rate is based on an estimate of the costs to be incurred during the period. Except under very unusual circumstances, a predetermined rate is not subject to adjustment. (Because of legal constraints, predetermined rates are not permitted for Federal contracts; they may, however, be used for grants or cooperative agreements.) Predetermined rates may not be used by governmental units that have not submitted and negotiated the rate with the cognizant agency. In view of the potential advantages offered by this procedure, negotiation of predetermined rates for indirect costs for a period of two to four years should be the norm in those situations where the cost experience and other pertinent facts available are deemed sufficient to enable the parties involved to reach an informed judgment as to the probable level of indirect costs during the ensuing accounting periods.

6. ''Fixed rate'' means an indirect cost rate which has the same characteristics as a predetermined rate, except that the difference between the estimated costs and the actual, allowable costs of the period covered by the rate is carried forward as an adjustment to the rate computation of a subsequent period.

7. ''Provisional rate'' means a temporary indirect cost rate applicable to a specified period which is used for funding, interim reimbursement, and reporting indirect costs on Federal awards pending the establishment of a ''final'' rate for that period.

8. ''Final rate'' means an indirect cost rate applicable to a specified past period which is based on the actual allowable costs of the period. A final audited rate is not subject to adjustment.

9. ''Base period'' for the allocation of indirect costs is the period in which such costs are incurred and accumulated for allocation to activities performed in that period. The base period normally should coincide with the governmental unit's fiscal year, but in any event, shall be so selected as to avoid inequities in the allocation of costs.

C. *Allocation of Indirect Costs and Determination of Indirect Cost Rates.*

1. General.

a. Where a governmental unit's department or agency has only one major function, or where all its major functions benefit from the indirect costs to approximately the same degree, the allocation of indirect costs and the computation of an indirect cost rate may be accomplished through simplified allocation procedures as described in subsection 2 of this appendix.

b. Where a governmental unit's department or agency has several major functions which benefit from its indirect costs in varying degrees, the allocation of indirect costs may require the accumulation of such costs into separate cost groupings which then are allocated individually to benefitted functions by means of a base which best measures the relative degree of benefit. The indirect costs allocated to each function are then distributed to individual awards and other activities included in that function by means of an indirect cost rate(s).

c. Specific methods for allocating indirect costs and computing indirect cost rates along with the conditions under which each method should be used are described in subsections 2, 3 and 4 of this appendix.

2. Simplified method.

a. Where a grantee agency's major functions benefit from its indirect costs to approximately the same degree, the allocation of indirect costs may be accomplished by classifying the grantee agency's total costs for the base period as either direct or indirect, and dividing the total allowable indirect costs (net of applicable credits) by an equitable distribution base. The result of this process is an indirect cost rate which is used to distribute indirect costs to individual Federal awards. The rate should be expressed as the percentage which the total amount of allowable indirect costs bears to the base selected. This method should also be used where a governmental unit's department or agency has only one major function encompassing a number of individual projects or activities, and may be used where the level of Federal awards to that department or agency is relatively small.

b. Both the direct costs and the indirect costs shall exclude capital expenditures and unallowable costs. However, unallowable costs must be included in the direct costs if they represent activities to which indirect costs are properly allocable.

c. The distribution base may be total direct costs (excluding capital expenditures and other distorting items, such as pass-through funds, major subcontracts, etc.), direct salaries and wages, or another base which results in an equitable distribution.

3. Multiple allocation base method.

a. Where a grantee agency's indirect costs benefit its major functions in varying degrees, such costs shall be accumulated into separate cost groupings. Each grouping shall then be allocated individually to benefitted functions by means of a base which best measures the relative benefits.

b. The cost groupings should be established so as to permit the allocation of each grouping on the basis of benefits provided to the major functions. Each grouping should constitute a pool of expenses that are of like character in terms of the functions they benefit and in terms of the allocation base which best measures the relative benefits provided to each function. The number of separate groupings should be held within practical limits, taking into consideration the materiality of the amounts involved and the degree of precision needed.

c. Actual conditions must be taken into account in selecting the base to be used in allocating the expenses in each grouping to benefitted functions. When an allocation can be made by assignment of a cost grouping directly to the function benefitted, the allocation shall be made in that manner. When the expenses in a grouping are more general in nature, the allocation should be made through the use of a selected base which produces results that are equitable to both the Federal Government and the governmental unit. In general, any cost element or related factor associated with the governmental unit's activities is potentially adaptable for use as an allocation base provided that: it can readily be expressed in terms of dollars or other quantitative measures (total direct costs, direct salaries and wages, staff hours applied, square feet used, hours of usage, number of documents processed, population served, and the like), and it is common to the benefitted functions during the base period.

d. Except where a special indirect cost rate(s) is required in accordance with subsection 4, the separate groupings of indirect costs allocated to each major function shall be aggregated and treated as a common pool for that function. The costs in the common pool shall then be distributed to individual Federal awards included in that function by use of a single indirect cost rate.

e. The distribution base used in computing the indirect cost rate for each function may be total direct costs (excluding capital expenditures and other distorting items such as pass-through funds, major subcontracts, etc.), direct salaries and wages, or another base which results in an equitable distribution. An indirect cost rate should be developed for each separate indirect cost pool developed. The rate in each case should be stated as the percentage relationship between the particular indirect cost pool and the distribution base identified with that pool.

4. Special indirect cost rates.

a. In some instances, a single indirect cost rate for all activities of a grantee department or agency or for each major function of the agency may not be appropriate. It may not take into account those different factors which may substantially affect the indirect costs applicable to a particular program or group of programs. The factors may include the physical location of the work, the level of administrative support required, the nature of the facilities or other resources

employed, the organizational arrangements used, or any combination thereof. When a particular award is carried out in an environment which appears to generate a significantly different level of indirect costs, provisions should be made for a separate indirect cost pool applicable to that award. The separate indirect cost pool should be developed during the course of the regular allocation process, and the separate indirect cost rate resulting therefrom should be used, provided that: the rate differs significantly from the rate which would have been developed under subsections 2. and 3. of this appendix, and the award to which the rate would apply is material in amount.

b. Although 2 CFR part 225 adopts the concept of the full allocation of indirect costs, there are some Federal statutes which restrict the reimbursement of certain indirect costs. Where such restrictions exist, it may be necessary to develop a special rate for the affected award. Where a ''restricted rate'' is required, the procedure for developing a non-restricted rate will be used except for the additional step of the elimination from the indirect cost pool those costs for which the law prohibits reimbursement.

D. *Submission and Documentation of Proposals.*

1. Submission of indirect cost rate proposals.

a. All departments or agencies of the governmental unit desiring to claim indirect costs under Federal awards must prepare an indirect cost rate proposal and related documentation to support those costs. The proposal and related documentation must be retained for audit in accordance with the records retention requirements contained in the Common Rule.

b. A governmental unit for which a cognizant agency assignment has been specifically designated must submit its indirect cost rate proposal to its cognizant agency. The Office of Management and Budget (OMB) will periodically publish lists of governmental units identifying the appropriate Federal cognizant agencies. The cognizant agency for all governmental units or agencies not identified by OMB will be determined based on the Federal agency providing the largest amount of Federal funds. In these cases, a governmental unit must develop an indirect cost proposal in accordance with the requirements of 2 CFR 225 and maintain the proposal and related supporting documentation for audit. These governmental units are not required to submit their proposals unless they are specifically requested to do so by the cognizant agency. Where a local government only receives funds as a sub-recipient, the primary recipient will be responsible for negotiating and/or monitoring the sub-recipient's plan.

c. Each Indian tribal government desiring reimbursement of indirect costs must submit its indirect cost proposal to the Department of the Interior (its cognizant Federal agency).

d. Indirect cost proposals must be developed (and, when required, submitted) within six months after the close of the governmental unit's fiscal year, unless an exception is approved by the cognizant Federal agency. If the proposed central service cost allocation plan for the same period has not been approved by that time, the indirect cost proposal may be prepared including an amount for central services that is based on the latest federally-approved central service cost allocation plan. The difference between these central service amounts and the amounts ultimately approved will be compensated for by an adjustment in a subsequent period.

2. Documentation of proposals. The following shall be included with each indirect cost proposal:

a. The rates proposed, including subsidiary work sheets and other relevant data, cross referenced and reconciled to the financial data noted in subsection b of this appendix. Allocated central service costs will be supported by the summary table included in the approved central service cost allocation plan. This summary table is not required to be submitted with the indirect cost proposal if the central service cost allocation plan for the same fiscal year has been approved by the cognizant agency and is available to the funding agency.

b. A copy of the financial data (financial statements, comprehensive annual financial report, executive budgets, accounting reports, etc.) upon which the rate is based. Adjustments resulting from the use of unaudited data will be recognized, where appropriate, by the Federal cognizant agency in a subsequent proposal.

c. The approximate amount of direct base costs incurred under Federal awards. These costs should be broken out between salaries and wages and other direct costs.

d. A chart showing the organizational structure of the agency during the period for which the proposal applies, along with a functional statement(s) noting the duties and/or responsibilities of all units that comprise the agency. (Once this is submitted, only revisions need be submitted with subsequent proposals.)

3. Required certification. Each indirect cost rate proposal shall be accompanied by a certification in the following form:

Certificate of Indirect Costs

This is to certify that I have reviewed the indirect cost rate proposal submitted herewith and to the best of my knowledge and belief:

(1) All costs included in this proposal [identify date] to establish billing or final indirect costs rates for [identify period covered by rate] are allowable in accordance with the requirements of the Federal award(s) to which they apply and 2 CFR part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A–87). Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.

(2) All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently and the Federal Government will be notified of any accounting changes that would affect the predetermined rate.

I declare that the foregoing is true and correct.

Governmental Unit: _____

Signature: _____

Name of Official: _____

Title: _____

Date of Execution: _____

E. *Negotiation and Approval of Rates.*

1. Indirect cost rates will be reviewed, negotiated, and approved by the cognizant Federal agency on a timely basis. Once a rate has been agreed upon, it will be accepted and used by all Federal agencies unless prohibited or limited by statute. Where a Federal funding agency has reason to believe that special operating factors affecting its awards necessitate special indirect cost rates, the funding agency will, prior to the time the rates are negotiated, notify the cognizant Federal agency.

2. The use of predetermined rates, if allowed, is encouraged where the cognizant agency has reasonable assurance based on past experience and reliable projection of the grantee agency's costs, that the rate is not likely to exceed a rate based on actual costs. Long-term agreements utilizing predetermined rates extending over two or more years are encouraged, where appropriate.

3. The results of each negotiation shall be formalized in a written agreement between the cognizant agency and the governmental unit. This agreement will be subject to re-opening if the agreement is subsequently found to violate a statute, or the information upon which the plan was negotiated is later found to be materially incomplete or inaccurate. The agreed upon rates shall be made available to all Federal agencies for their use.

4. Refunds shall be made if proposals are later found to have included costs that are unallowable as specified by law or regulation, as identified in Appendix B to this part, or by the terms and conditions of Federal awards, or are unallowable because they are clearly not allocable to Federal awards. These adjustments or refunds will be made regardless of the type of rate negotiated (predetermined, final, fixed, or provisional).

F. *Other Policies.*

1. Fringe benefit rates. If overall fringe benefit rates are not approved for the governmental unit as part of the central service cost allocation plan, these rates will be reviewed, negotiated and approved for individual grantee agencies during the indirect cost negotiation process. In these cases, a proposed fringe benefit rate computation should accompany the indirect cost proposal. If fringe benefit rates are not used at the grantee agency level (*i.e.*, the agency specifically identifies fringe benefit costs to individual employees), the governmental unit should so advise the cognizant agency.

2. Billed services provided by the grantee agency. In some cases, governmental units provide and bill for services similar to those covered by central service cost allocation plans (*e.g.*, computer centers). Where this