

## **Insert Type of Agreement Agreement**

### **Contract Contract #**

This Insert Type of Agreement Agreement (“Insert Type of Agreement Agreement”) is made by and between San Diego Workforce Partnership, Inc., a California nonprofit public benefit corporation (“SDWP”), and Legal Name of Contractor, a Type of Corporation (“Contractor”), as of Insert date (“Effective Date”).

### **RECITALS**

- A. WHEREAS, SDWP oversees Insert general description of program this contract pertains to;
- B. WHEREAS, on Insert date the Workforce Investment Board (“WIB”) and on Insert date San Diego Consortium Policy Board (“Policy Board”) approved Insert name of procurement;
- C. WHEREAS, based upon the approved Insert name of procurement, on Insert date SDWP issued a Insert type of procurement seeking Insert services requested for a term of Insert term length with the option to extend the contract term for up to Insert years ex. four (4) additional one-year periods based on need, performance, and availability of funds;
- D. WHEREAS, Contractor submitted a proposal (“Contractor’s Original Proposal”) in response to the RFP;
- E. WHEREAS, SDWP oversaw the proposal evaluation process consisting of both a written evaluation of Contractor’s Original Proposal if applicable include the following: and an oral interview of Contractor representatives;
- F. WHEREAS, SDWP’s evaluation panel recommended to the WIB that Contractor be awarded the contract for Insert services requested and the WIB accepted that recommendation;
- G. WHEREAS, on Insert date the Policy Board agreed with the evaluation panel and the WIB and recommended that Contractor be awarded the contract for a term of Insert term length and directed SDWP staff to negotiate and award the contract; and
- H. WHEREAS, SDWP and Contractor wish to document such Insert term length contract as provided herein; Press enter for additional Recitals, otherwise delete

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Insert Type of Agreement Contract, and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SDWP and Contractor agree as follows:

1. Recitals Part of Agreement. Recitals A through Insert letter, above, are true and correct and are incorporated into this Insert Type of Agreement Contract by this reference as though fully set forth at this place in the Insert Type of Agreement Contract.

2. Term of Insert Type of Agreement Contract. The term of this Insert Type of Agreement Contract shall commence on Insert date and terminate on Insert date (the “Term”).

3. Purpose and Program Goal. SDWP and Contractor have entered into this Insert Type of Agreement Contract for Insert services requested. Contractor acknowledges and agrees to Insert number of enrollments, sector/ industry, etc..

If applicable keep this paragraph, otherwise delete: From time-to-time, SDWP procures grants and/or receives funding for special projects and initiatives that Contractors will be required to deliver additional services.

4. Location. This Insert Type of Agreement Contract is for the Insert services requested located at Insert Address Of Location (“Insert type of program Location”).

5. Documents Incorporated into This Insert Type of Agreement Contract By Reference: The documents referred to in subparagraphs 5.1 through Insert number from below below, (“Incorporated Documents”), are incorporated into this Insert Type of Agreement Contract by this reference as though fully set forth at this place in the Insert Type of Agreement Contract. By their signatures below, SDWP and Contractor certify that they have carefully read and understand all such Incorporated Documents and agree that they shall adhere to, follow, and operate in accordance with each and every provision of such Incorporated Documents. SDWP reserves the right to revise this contract and any or all of the Incorporated Documents as needed.

5.1 All local, state, and federal, ordinances, statutes, rules, regulations, Office of Budget Management Circulars, and interpretive materials including California State Employment Development Department (“EDD”) and USDOL rules, regulations, and policies.

5.2 The San Diego Workforce Partnership Operations Manual dated Insert date and subsequent issuances and revisions thereto located on-line at <http://workforce.org/operations-manual> (“SDWP Operations Manual”);

5.3 Attachment A – The San Diego Workforce Partnership Contract General Provisions dated Insert date (“General Provisions”);

5.4 Attachment B – The San Diego Workforce Partnership Miscellaneous Provisions dated Insert date (“Miscellaneous Provisions”);

5.5 Attachment C – (“Communications Agreement”);

5.6 Attachment D – (“Contractor’s Original Proposal”);

5.7 Attachment E – (“Insert Title of Attachment”);

- 5.8 Attachment F – (“Insert Title of Attachment”);
- 5.9 Attachment G – (“Insert Title of Attachment”);
- 5.10 Attachment H – (“Insert Title of Attachment”);
- 5.11 Attachment I – (“Insert Title of Attachment”);
- 5.12 Attachment J– (“Insert Title of Attachment”);

6. Termination of Insert Type of Agreement Contract. This Insert Type of Agreement Contract is subject to early termination by reason of:

6.1 Default in the performance of this Insert Type of Agreement Contract by either Contractor or SDWP;

6.2 Material breach of any of the provisions of this Insert Type of Agreement Contract by either Contractor or SDWP;

6.3 For other reasons detailed in the General Provisions including, without limitation:

6.3.1 Suspension of Funding;

6.3.2 Termination for Default;

6.3.3 Termination on Occurrence of Stated Events;

6.3.4 Termination Due to Unavailability of Funds; and

6.3.5 Termination for Convenience

7. Compliance with Law/ Legislation – Possible Changes. Contractor agrees to comply with all local, state, and federal, ordinances, statutes, rules, regulations, Office of Management and Budget (“OMB”) Circulars, and interpretive materials including California State Employment Development Department (“EDD”) and United States Department of Labor (“USDOL”) rules, regulations, and policies. In addition, Contractor is responsible for complying with all rules and regulations (as they exist and as they are amended from time to time) of all SDWP funding sources, including but not limited to the Workforce Investment Act (“WIA”), local, state, and federal agencies.

Congress is currently considering the reauthorization of the WIA. The terms and conditions of this Contract are subject to change, and may change, based upon (i) such legislation, (ii) additions, modifications, or revisions to federal and/or state laws, regulations, requirements, procedures, or interpretive materials which may affect the workforce development system, (iii) USDOL regulations and procedures, (iv) EDD regulations and procedures, and (v) the adoption

by SDWP's governing board of local direction and procedures. Contractor agrees to remain informed of the WIA and its regulations and requirements.

8. SDWP Structure. Under the leadership of SDWP's governing board ("Corporate Board"), the WIB, and the Policy Board, SDWP is responsible for the fiscal and programmatic administration of employment and training funds for the City of San Diego and the County of San Diego under a Joint Powers Agreement ("JPA").

8.1 Policy Board. The Policy Board is a five-member board made up of two San Diego City Council members, two County Supervisors, and one Business Representative appointed by the United Way. The Policy Board oversees funding and policy development under WIA. The Policy Board appoints the members of the WIB.

8.2 Workforce Investment Board. The WIB shares responsibility with the Policy Board for overseeing funding and policy development under WIA. The WIB is particularly focused on identifying labor market needs in the San Diego region and developing effective and innovative workforce solutions. The WIB has the responsibility to oversee and evaluate the Insert Type of Agreement Contract. As such, the WIB is committed to the highest quality of services, achievement of high performing workforce development programs, customer satisfaction, and continuous improvement.

8.3 Adult Programs Committee. The Adult Programs Committee ("Committee") is a sub-committee of the WIB, which is responsible for oversight of adult and dislocated worker ("Adult and Dislocated Worker") programs.

8.4 Youth Council. The youth council ("Youth Council") is a sub-committee of the WIB, which is responsible for oversight of youth programs. The Youth Council oversees the operations and performance of the WIA Youth Programs Network.

8.5 Corporate Board. The Corporate Board is responsible for the oversight of all fiscal activities of SDWP and manages the administrative affairs of the Policy Board and the WIB. The Corporate Board is focused on building a skilled workforce, leveraging resources, and developing innovative strategies to ensure continued regional prosperity beyond WIA resources.

9. Roles and Responsibilities of SDWP. SDWP agrees to:

9.1 Oversee and evaluate the management and operations of all programs funded by SDWP;

9.2 Allocate WIA and/or other workforce funds;

9.3 Monitor Contractors' performance, quality of service, and cost effectiveness, and report such matters to the Corporate Board, the Policy Board, and the WIB;

9.4 Develop and provide technical assistance to Contractor's staff;

9.5 Inform Contractors of federal and state policies, procedures, and rules that may impact the operations of the program(s), and give guidance as needed for the implementation of such policies, procedures, and rules;

9.6 Prepare grant plans and/or modifications as required for all funding sources;

9.7 Oversee and enforce Contractor's compliance with all rules, regulations, and procedures issued by all funding sources;

9.8 Maintain local data management system for use by Contractor, with linkage to the State of California's reporting system;

9.9 Establish and facilitate regularly scheduled meetings with the contractors; and

9.10 Develop and submit proposals for additional funds to enhance workforce development program services. Press enter for additional Roles, otherwise delete

10. Operational Provisions. Contractor shall develop and maintain administrative and management staff and systems necessary and appropriate for Insert Type of Agreement Contract. Such systems include, without limitation, accounting controls, personnel standards, evaluation procedures, staff training and development as well as other policies that are necessary to operate the program including those specified in the SDWP Operations Manual as may be modified and amended from time to time. These administrative and management systems, policies and/or controls must, in SDWP's sole discretion, meet SDWP standards. Contractor shall immediately advise SDWP of any changes to the administrative and management systems, policies and/or controls as referenced in Attachment D- Contractor's Original Proposal or that may affect the program services, operation and/or performance of the program.

Contractor shall maintain or exceed all products and services currently provided through this Insert Type of Agreement Contract and at all times shall emphasize coordination and cooperation with SDWP.

10.1 Staffing Plan. Contractor shall provide sufficient staff to carry out the purposes of this Insert Type of Agreement Contract. Contractor shall ensure staff positions funded by this Insert Type of Agreement Contract are reasonable and support the delivery of program services described in this Insert Type of Agreement Contract. Contractor shall prepare and present to SDWP a staffing plan ("Program Staffing Plan"). Any changes to the Program Staffing Plan, which occurs as a result of dismissal, departure or in response to corrective action, should be addressed quickly to avoid disruption of program services. Contractor shall notify SDWP within two weeks of any program staff vacancy or any staffing changes that could affect the delivery of program services, operation of the program and/or performance.

Contractor's Program Staffing Plan shall include, at a minimum, the following: Specify whether staff is part time or full time employee.

The approved staffing level is reflected in Attachment Insert Attachment letter– Budget Documents. Changes to Contractor’s Program Staffing Plan, as reflected in the original budget to modify the staffing level, is to be reflected in subsequent mutually agreed contract modification(s).

Contractor shall continue to operate under the philosophy of leveraging funds from partners to sustain operations, and maximize the number of personnel serving clients while reducing non-personnel costs to those which are essential. Contractor shall meet the needs of the community by hiring staff that are culturally competent and who reflect the makeup of the Center’s client base. Contractor shall ensure that bilingual staff are available for clients. Contractor shall make a commitment to hire skilled professionals who work well with the demographic base in their region.

10.2 Performance Measures and Standards. Contractor shall adhere to and meet the required performance measures and performance outcomes as detailed in Insert Title of Performance Attachment attached hereto as Attachment X.

10.3 Reports. Contractor shall prepare, provide, and submit to SDWP all applicable documents and reports described in SDWP Operations Manual, as may be revised from time to time, and any additional documentation as required by SDWP.

10.4 Contract Monitoring. Contract monitoring is a regular, systematic review of programmatic and fiscal activities, administrative systems, and management practices to determine if they are appropriate, effective and in compliance with the terms of this Insert Type of Agreement Contract, WIA rules and regulations, USDOL and State EDD directives, and SDWP policies and procedures. Monitors identify and analyze problems found through compliance review and performance review, provide technical assistance during their on-site monitoring visit, issue recommendations for corrective action in their monitoring report and follow-up on the recommendations to ensure that corrective action occurs. Contractor shall adhere to and follow monitoring parameters identified in the SDWP Operations Manual Chapter VIII, Monitoring, as may be revised from time to time, and all subsequent applicable operations issuances. Chapter VIII and subsequent issuances are designed to provide monitoring guidance to the organizations that contract with SDWP including Contractor.

10.5 Partnerships and Collaborations.

10.5.1 *Governance.* The Governing Board for the Contractor is Any Committee, Board, or Advisory Group shall be defined here.

10.5.2 *Meetings* Contractor shall meet with Insert meeting requirements.

10.5.3 *Trainings* Contractor shall attend all required trainings as requested by SDWP.

10.5.4 *Collaborations.* Contractor shall form partnerships and collaborations Insert collaborations required.

10.5.5 *Special Projects*. SDWP contracts with other entities to provide services using WIA formula funds or funds awarded to SDWP through a competitive grant process. Contractor will be required to work collaboratively with such other providers to ensure the timely delivery of quality services to clients.

10.6 Neutral Brokering. Contractor shall conduct services in a manner that ensures that job seekers and business customers receive neutral, objective and impartial referrals to service providers. Contractor shall make such referrals in a manner that does not result in the reality or the perception of any bias in favor of a particular service provider or providers. Contractor agrees that SDWP shall be entitled to impose on Contractor such additional requirements with respect to neutral brokering as SDWP deems necessary in order to ensure the absolute neutrality, objectivity, and impartiality of Contractor in referrals and the absence of the reality or perception of any bias in referrals.

### 10.7 Technical Operational Requirements

10.7.1 *Client Tracking*. Contractor and partners shall utilize the Customer Information Services Reporting System (“CISRS”) until deployment of the new statewide California Workforce Services Network (“CWSN”). Entry of individual participant data such as eligibility determination, demographics, activities, case notes, and outcomes data is required. Timely data collection is required and must be entered within three (3) days after the date of any individual activity. SDWP will conduct ongoing monitoring to evaluate Contractor’s use of the CISRS or CWSN, as the case may be. Failure to comply with required use of the CISRS and CWSN may result in corrective action and may result in the termination of this One-Stop Contract. SDWP will provide Contractor with technical assistance on CISRS and CWSN.

11. Financial Provisions. Contractor shall adhere to and follow financial parameters identified in the SDWP Operations Manual Chapter VI, Financial Management, as may be revised from time to time, and all subsequent applicable operations issuances. Chapter VI and subsequent issuances are designed to provide operational financial guidance to the organizations that contract with SDWP, including Contractor, and prescribe the uniform accounting procedures for the implementation of the provisions of federal job training programs, and other funding sources.

11.1 Invoicing. Contractor shall invoice as stipulated in the SDWP Operations Manual, Chapter VI, Financial Management, as may be revised from time to time. SDWP reserves the right to question any cost submitted on an invoice with regard to applicable federal, state, or local regulations or for overall reasonableness.

11.2 Payment Method. Payment under this Insert Type of Agreement Contract is a cost reimbursement method. Contractor shall be reimbursed for all approved allowable, allocable, and necessary costs incurred for program-related expenses as itemized in the Insert Type of Agreement Contract budget.

11.3 Subcontracts. All subcontracts shall adhere to guidelines under the SDWP Contract General Provisions, Section 42.0 Subcontracting.

11.4 Accounting and Record Keeping Requirements. Contractor shall comply with SDWP's accounting and record keeping requirements as referenced in SDWP Operations Manual Chapter VI, Financial Management, as may be revised from time to time.

11.5 Program Income. Contractor shall comply with the stipulation referenced in SDWP Operations Manual Chapter VI, Financial Management, as may be revised from time to time, regarding reporting of program income and obtaining SDWP approval for the planned use of program income. Program income funds must be returned to SDWP within 30 days of the end of each contract, including this Insert Type of Agreement Contract, unless the Contractor meets all requirements for retention.

11.6 Contract Modifications. If determined necessary by SDWP, or requested by Contractor and approved by SDWP, contract modifications shall be executed in accordance with SDWP Operations Manual Chapter II, Contract Administration, as may be revised from time to time.

11.7 Program Support vs. Program Costs. Contractor may not exceed the cap of Insert percentage ex. five percent (5%) on program support costs. Contractor agrees to comply with this rule when classifying budget costs as program support or program costs. SDWP encourages Contractor to use in-kind or other revenue streams other than WIA funding to pay for program support costs.

11.8 Records Keeping. Contractor shall adhere to record retention requirements as specified in 29 CFR 97.42 or 29 CFR 95.53.

11.9 Budget Attachment. The budget documents identified in the Contract Budget Documents attached hereto as Attachment Insert Attachment letter, outline Contractor's best estimate of total costs by funding source to be incurred for PY Insert program year. SDWP will monitor actual expenditures in accordance with the expenditure plan and the individual budgeted line items outlined in the Budget Documents. SDWP reserves the right to question any deviation from the expenditure plan and require Contractor to justify billed expenses, revise its budget or resubmit its invoice with identified adjustments in accordance with SDWP Operations Manual, Chapter II, Contract Administration, as may be revised from time to time.

In addition, SDWP will monitor Contractors on a monthly and/or quarterly basis to ensure Contractors are managing expenditures. SDWP reserves the right to de-obligate funds from Contractor's budget that fall below eighty percent (80%) of planned expenditures.

11.12 Revenue Generation. Should Contractor implement a revenue-generating plan, the following items shall be addressed in such plan:

11.12.1 Contractor shall not charge a fee for any service that the local Workforce Investment Area is required to perform free of charge under WIA or Wagner-Peyser legislation. Any fee-for-service plans that capitalize on job-seeker activities or services that fall outside of the scope of current legislation (by type or degree of service) are allowable;



11.12.2 Coordination with relevant partners is required for any job-seeker fee-for-service proposal submitted. Contractor must describe how it has designed its revenue-generating strategies in collaboration with affected partners;

11.12.3 Contractor must demonstrate a need for the job-seeker/business services for which it will be charging a fee and provide projections for total revenues generated through its strategies;

11.12.4 Contractor is required to outline its methodology for determining the price of its revenue generating activities. This methodology should address the calculation of cost per service provided (incorporating all related overhead costs) and competitor pricing for similar services; and

11.12.5 SDWP will negotiate profit based on guidelines outlined in chapter six of the Operations Manual. The negotiated profit is indicated in Attachment Insert Attachment letter-Contract Budget Documents.

12. Program Scope of Work. Contractor shall adhere to Attachment D- Contractor's Original Proposal .

12.1 Insert Scope of Work.

13. Attachments. Contractor shall reference the following attachments as they relate to the Statement and Scope of Work:

Attachment A- Contract General Provisions;

Attachment B- Miscellaneous Provisions;

Attachment C- Communications Agreement;

Attachment D- Contractor's Original Proposal;

Attachment E – Insert Title of Attachment;

Attachment F – Insert Title of Attachment;

Attachment G – Insert Title of Attachment;

Attachment H – Insert Title of Attachment;

Attachment I – Insert Title of Attachment;

Attachment J– Insert Title of Attachment;

[END]

(Signatures of SDWP and Contractor on Title Page)

SAMPLE