[NAME OF PROGRAM] Contract

Workforce Development Program

Contract Number [CONTACT NUMBER]

Contents

[1. Purpose and Program Goal 5](#_Toc135399910)

[2. Workforce Partnership Structure 5](#_Toc135399911)

[2.1. Policy Board 5](#_Toc135399912)

[2.2. Workforce Development Board 5](#_Toc135399913)

[3. Roles and Responsibilities 5](#_Toc135399914)

[4. Program Staffing Plan 6](#_Toc135399915)

[5. Program Performance and Impact Measures 6](#_Toc135399916)

[6. Program Design 6](#_Toc135399917)

[6.1. America’s Job Center of California (AJCC) & Youth Service Providers 6](#_Toc135399918)

[6.2. Meetings 6](#_Toc135399919)

[6.3. Contact Information 6](#_Toc135399920)

[6.4. Participant Tracking 6](#_Toc135399921)

[6.5. Business Engagement and Match Tracking 7](#_Toc135399922)

[7. Program Financial Requirements 7](#_Toc135399923)

[8. Program Scope of Work 7](#_Toc135399924)

[Subrecipient shall adhere to the program requirements outlined below, as well as additional requirements outlined in Attachment A. 7](#_Toc135399925)

[8.1. Program Eligibility 7](#_Toc135399926)

[8.2. Program Activities 7](#_Toc135399927)

[8.3. Program Enrollments 7](#_Toc135399928)

[8.4. Subsequent Carry-In Enrollments 8](#_Toc135399929)

[9. Term and Termination 8](#_Toc135399930)

[10. Funding 8](#_Toc135399931)

[10.1. Payment 9](#_Toc135399932)

[10.2. Suspension of Funding 10](#_Toc135399933)

[10.3. Accounting and Cash Management 10](#_Toc135399934)

[11. Audits 11](#_Toc135399935)

[11.1. Disallowed Costs 11](#_Toc135399936)

[12. Property 11](#_Toc135399937)

[13. Records 11](#_Toc135399938)

[14. Compliance 12](#_Toc135399939)

[15. Certification & Assurances 12](#_Toc135399940)

[15.1. Americans with Disabilities Act 12](#_Toc135399941)

[15.2. Sectarian Activities 12](#_Toc135399942)

[15.3. National Labor Relations Board 12](#_Toc135399943)

[15.4. Prior Findings 13](#_Toc135399944)

[15.5. Drug-Free Workplace Certification 13](#_Toc135399945)

[15.6. Child Support Compliance Act 13](#_Toc135399946)

[15.7. Debarment and Suspension Certification 14](#_Toc135399947)

[15.8. Lobbying Restrictions 14](#_Toc135399948)

[15.9. Priority Hiring Considerations 15](#_Toc135399949)

[15.10. Sweat Free Code of Conduct 15](#_Toc135399950)

[15.11. Salary and Bonus Limitations 15](#_Toc135399951)

[15.12. Federal Funding Accountability and Transparency Act (FFATA) 16](#_Toc135399952)

[15.13. Air or Water Pollution Violation. 16](#_Toc135399953)

[15.14. Clean Air Act 16](#_Toc135399954)

[15.15. Solid Waste Disposal Act 16](#_Toc135399955)

[15.16. Davis-Bacon Act 16](#_Toc135399956)

[15.17. Contract Work Hours and Safety Standards Act 16](#_Toc135399957)

[15.18. Telecommunications and Video Surveillance Services or Equipment 16](#_Toc135399958)

[16. Domestic Preferences for Procurements 17](#_Toc135399959)

[17. Standards of Conduct 17](#_Toc135399960)

[17.1. General Assurance 17](#_Toc135399961)

[17.2. Avoidance of Conflict of Economic Interest 17](#_Toc135399962)

[17.3. Coordination 18](#_Toc135399963)

[17.4. Subcontracting 18](#_Toc135399964)

[17.5. Grievances and Complaint System 18](#_Toc135399965)

[18. General Terms & Conditions 19](#_Toc135399966)

[18.1. Indemnification 19](#_Toc135399967)

[18.2. Confidentiality 19](#_Toc135399968)

[18.3. Insurance 20](#_Toc135399969)

[18.4. Intellectual Property 20](#_Toc135399970)

[18.5. Representations & Warranties 23](#_Toc135399971)

[18.6. Amendments 23](#_Toc135399972)

[18.7. Assignment 24](#_Toc135399973)

[18.8. Notice 24](#_Toc135399974)

[18.9. Conflict Resolution 24](#_Toc135399975)

[18.10. Law/Venue 25](#_Toc135399976)

[18.11. Privacy/Data Security 25](#_Toc135399977)

[18.12. Counterparts and Electronic Signatures 25](#_Toc135399978)

[18.13. Modifications 25](#_Toc135399979)

[18.14. Entire Agreement 26](#_Toc135399980)

[18.15. Unenforceable Provision 26](#_Toc135399981)

[18.16. Survival 26](#_Toc135399982)

[19. Attachments 27](#_Toc135399983)

[20. References 27](#_Toc135399984)

[Attachment A – Program Scope of Work (SOW) 28](#_Toc135399985)

[Staffing Plan 28](#_Toc135399986)

[Required Staffing 28](#_Toc135399987)

[Job Quality 29](#_Toc135399988)

[*Job Quality Requirements* 29](#_Toc135399989)

[**Staffing Plan Changes** 30](#_Toc135399990)

[*Attachment B – Program Requirements* 31](#_Toc135399991)

[Meetings, Trainings, and Reports 31](#_Toc135399992)

[**Quarterly Narrative Report** 31](#_Toc135399993)

[Finance Requirements 31](#_Toc135399994)

[Invoicing 31](#_Toc135399995)

[Payment Method 31](#_Toc135399996)

[Accounting and Record-Keeping Requirements 31](#_Toc135399997)

[Program Income 32](#_Toc135399998)

[Contract Budget 32](#_Toc135399999)

[Support (Administrative vs. Program Costs 32](#_Toc135400000)

[In-Kind and Cash Match 32](#_Toc135400001)

[Work Experience 33](#_Toc135400002)

[Participant Costs 33](#_Toc135400003)

This [NAME OF PROGRAM] Workforce Development Program Contract (Contract) is made by and between San Diego Workforce Partnership, Inc., a California nonprofit public benefit corporation (the Workforce Partnership), and [SUBRECIPIENT] (Subrecipient), a [TYPE OF CORPORATION] as of [DATE] (Effective Date) funded under the [ ], [Catalog of Federal Domestic Assistance (CFDA) #17.259]. Subrecipient will operate the Workforce Innovation and Opportunity Act (WIOA) [TYPE OF PROGRAM] (Program) in San Diego County.

**Recitals**

WHEREAS, the Workforce Partnership oversees the operation of the Program. The Program meets the needs of [DESCRIPTION OF CLIENTELE].

WHEREAS, on [DATE], the Workforce Development Board (WDB) and on [DATE], San Diego Consortium Policy Board (Policy Board) approved the competitive procurement framework to secure Subrecipients for the operation of the Program;

WHEREAS, based upon the approved competitive procurement framework, on [DATE], Workforce Partnership issued a Request for Proposal (RFP) seeking Subrecipients for the operation of the Program for a term of one (1) year (Initial Term), with the option to extend the Contract term for up to four (4) additional one (1) year terms based on need, performance, and availability of funds;

WHEREAS, Subrecipient submitted a proposal (Original Proposal) attached as *Attachment E* in response to the RFP;

WHEREAS, Workforce Partnership oversaw the proposal evaluation process consisting of both a written evaluation of the Original Proposal and an oral interview with Subrecipient representatives;

WHEREAS, Workforce Partnership’s evaluation panel recommended to the WDB on [DATE], that Subrecipient be awarded the contract for operation of theProgram and the WDB accepted that recommendation;

WHEREAS, on [DATE], the Policy Board agreed with the evaluation panel and the WDB and recommended that Subrecipient be awarded the Contract for the operation of theProgram;

Purpose and Program Goal

Subrecipient acknowledges and agrees that the operation of the Program is part of an overall initiative of the [DOL] to encourage customer-centered, job-driven strategies, such as career pathways, business engagement systems, sector strategies, and work-based learning; and a commitment to high-quality services for all populations, including individuals with barriers to employment. Subrecipient shall operate the Program in a manner consistent with the overall concept of WIOA and in accordance with all the terms and conditions of this Contract.

Workforce Partnership Structure

Policy Board

The Policy Board is a five (5) member board made up of two (2) San Diego City Council members, two (2) County Supervisors, and one (1) business representative appointed by the United Way. The Policy Board oversees funding and program outcomes under WIOA. Additionally, the Policy Board approves members of the WDB, the fiscal and program year budget, and procurements and contracts of $100K or higher.

Workforce Development Board

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

Roles and Responsibilities

Workforce Partnership agrees to:

#### Oversee and evaluate the management and operations of the Program

#### Monitor Subrecipients performance, quality of service and cost effectiveness, and report such matters to the Policy and WDB Boards

#### Develop and provide technical assistance to Subrecipient’s staff

#### Inform Subrecipients of federal and state policies, procedures, and rules that may impact the operations of the Program, and give guidance as needed for the implementation of such policies, procedures, and rules

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

#### Oversee and enforce Subrecipient’s compliance with all rules, regulations and procedures issued by all funding sources

#### Provide a common logo for Program and guidance for its use

#### Establish and facilitate regularly scheduled meetings with Subrecipients; and

#### Develop and submit proposals for additional funds to enhance Program services.

Subrecipient agrees to:

* Manage, recruit and maintain administrative and management staff and systems necessary for the management and operation of the Program. 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 Workforce Partnership’s [Operations Manual](https://workforce.org/operations-manual). These administrative and management systems, policies and/or controls must meet Workforce Partnership standards
* Immediately advise Workforce Partnership of any changes to the administrative and management systems, policies and/or controls that may affect the program services, operation and/or performance of the Program
* Shall maintain or exceed all standards and services currently provided by the Program in coordination and cooperation with the Workforce Partnership.

Program Staffing Plan

Subrecipient shall employ sufficient staff to carry out the requirements of this Contract, as reflected in Attachment A. Subrecipient shall ensure staff positions funded by this Contract are reasonable and support the delivery of Program services described herein. Subrecipient shall provide to Workforce Partnership a Program Staffing Plan (Staffing Plan).

Program Performance and Impact Measures

Subrecipient must adhere to and meet the required Performance Measures and Performance Outcomes as detailed in Attachment B and corresponding policies and procedures outlined in the Workforce Partnership [Operations Manual](https://workforce.org/operations-manual).

Program Design

Subrecipient shall operate the Program in a manner that ensures that services are coordinated with entities within the Provider Network and shall share information regarding services including, but not limited to, making referrals and coordinating Program services. Subrecipient agrees that Workforce Partnership shall be entitled to impose on Subrecipient additional requirements with respect to partnerships and collaborations, as Workforce Partnership deems necessary.

America’s Job Center of California (AJCC) & Youth Service Providers

Subrecipient shall work in partnership with the Provider Network so as to provide a continuum of services that transitions youth into the adult service delivery system, a local implementation plan that is skill based and moves the AJCC client through a common set of value-added services designed to increase employability and the chances of retaining jobs and advancing in those jobs, as necessary. Additionally, AJCC’s must provide cross-referrals for young adults who may require more case management and intensive services, if eligible.

Meetings

Subrecipient shall send designated staff to attend and participate in all scheduled meetings and trainings for Provider Network Programs.

Contact Information

Subrecipient agrees to provide current contact information for the program including, but not limited to address, phone, email, program website, program description and appropriate contact person. Subrecipient agrees to have this information listed on the Workforce Partnership [website](http://www.workforce.org/).

Participant Tracking

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 seven (7) calendar days after the date of any individual activity. Workforce Partnership will conduct ongoing monitoring to evaluate Subrecipients use of CalJOBS. Subrecipient must adhere to the provisions and guidelines in the Workforce Partnership [Operations Manual](https://workforce.org/operations-manual/) Forms and Procedures Handbook and as it relates to participant tracking.

Business Engagement and Match Tracking

The system of record for all business services activities performed by the subrecipient will be the Partner Portal Salesforce Platform (Partner Portal), developed and maintained by Workforce Partnership. All business services activities, outreach, job postings, matches, and other relevant data input elements will be recorded by the Subrecipient in the Partner Portal within five (5) business days.

Failure to make good-faith efforts to use the system of record and follow operations manual guidelines may result in corrective action and potential Contract termination.

Workforce Partnership will be responsible for reporting to the California Employment Development Department business services metrics per the guidance in [WSIN19-06](https://edd.ca.gov/siteassets/files/jobs_and_training/pubs/wsin19-06.pdf) or any subsequent guidance or directives.

Program Financial Requirements

Subrecipient shall adhere to and follow financial parameters identified in *Attachment D,* in the Workforce Partnership [Operations Manual](https://workforce.org/operations-manual/) and all subsequent applicable operations issuances. These references are designed to provide financial guidance to the organizations that contract with Workforce Partnership, including the Subrecipient, and prescribe the uniform accounting procedures for the implementation of the provisions of federal job training programs, and other funding sources.

Program Scope of Work

Subrecipient shall adhere to the program requirements outlined below, as well as additional requirements outlined in Attachment A.

Program Eligibility

Subrecipient shall adhere to the program eligibility for the Contract provided in Workforce Partnership [Operations Manual](https://workforce.org/operations-manual/).

Program Activities

Subrecipient shall adhere to the program activities requirements for the Contract provided in Workforce Partnership [Operations Manual](https://workforce.org/operations-manual/).

Program Enrollments

Subrecipient will count carry-in enrollments (NUMBER OF ENROLLMENTS), enrolled prior to [DATE], including participants enrolled at [SUBRECIPEINT’S NAME], towards their required enrollment goal (ENROLLMENT GOAL) for the term ending [DATE]. As such, all carry-in and new participants will be combined and the subrecipient will be held accountable to all Contract and performance measures for all participants as referenced in Attachment B which will be reflected in the Program Summary Plan found in Attachment D.

Subsequent Carry-In Enrollments

Additional (over) enrollments beyond the original required amount of [NUMBER] per program year may be counted towards subsequent program terms and will be applied on the Attachment D. Additionally, unmet (under) enrollments in the current program term will carry into the subsequent program term and the subrecipient will apply those additional unmet enrollment goal numbers to the next Program Operating Plan.

Term and Termination

The term of this Contract shall commence on [DATE] and terminate on [DATE] (Original Term).

This Contract is subject to early termination by reason of:

* 1. Termination on Occurrence of Stated Events. This Contract will terminate automatically on the occurrence of any of the following events:
* Bankruptcy or insolvency of either Party
* Sale of Subrecipient’s business
* Death of Subrecipient if Subrecipient is an individual.
	1. Termination Due to Unavailability of Funds. When funds are not appropriated or otherwise made available by Workforce Partnership to support continuation of this Contract, this Contract shall be cancelled as of the effective date set forth in the termination notice and Subrecipient shall be reimbursed for the reasonable value of any nonrecurring cost incurred but not yet recovered under this Contract.
	2. Termination for Convenience. Workforce Partnership may terminate this Contract, in whole or in part, by giving Subrecipient thirty (30) days written notice. If the Contract is for supplies and is terminated, Subrecipient shall be compensated in accordance with its auditable costs to point or notification of termination.
	3. Termination for Breach. If either Party defaults in the performance of this Contract or materially breaches any of its provisions, the non-breaching Party may immediately terminate this Contract if such default is not cured by the breaching party within ten (10) business days after receipt of written notice specifying the default. Termination will take effect immediately upon receipt of notice by the breaching party. For the purposes of this section, material breach of this Contract includes, but is not limited to, the following:
* Workforce Partnership’s failure to pay Subrecipient compensation due within sixty (60) days after Workforce Partnership’s receipt of written demand for payment
* Subrecipient’s failure to complete the Services specified herein
* Subrecipients failure to comply with monitoring findings regarding its financial controls, as determined by Workforce Partnership.

Funding

It is mutually understood between the parties that this Contract may have been written before ascertaining the availability of congressional and legislative appropriation of funds, this is for the mutual benefit of both parties, to avoid program and fiscal delays that would occur if the Contract were executed after that determination was made.

This Contract is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate state fiscal years covered by this Contract for the purposes of this program and (2) sufficient funds available to the state by the United States Government for the fiscal years covered by this Contract for the purposes of this program. In addition, this Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statue enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this Contract in any manner.

At the expiration of the term of this Contract or upon termination prior to the expiration of this Contract as provided in section 9 of this Contract, funds not obligated for the purpose of this Contract will be immediately remitted to the Workforce Partnership, and no longer available to the Subrecipient.

Workforce Partnership retains the right at its sole discretion to suspend financial assistance, in whole or in part; to protect the integrity of the funds, to ensure proper operation of the program, or for any other reason Workforce Partnership deems appropriate, provided that the Subrecipient is given prompt notice and the opportunity for an informal review of Workforce Partnership's decision. The Director or designee will perform this informal review and will issue the final administrative decision within 60 Days of receiving the written request for review. Failure on the part of Subrecipient or a Subrecipient’s Subcontractor to comply with the provisions of this Contract, or with the WIOA or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.

Payment

It is expressly understood by the parties to this Contract that the total compensation to be paid to Subrecipient shall not in any event exceed the amount indicated on the Contract Title Page. No expenditure of Contract funds shall be made, or obligation incurred in excess of the amount authorized by any budget account title except as provided in this Contract.

Payments to Subrecipients will be made in the form of reimbursements of Subrecipient’s costs incurred during the preceding month.

Subrecipient shall be reimbursed for administrative costs in proportion to program expenditure and any significant deviation from the operating budget may subject the Subrecipient to possible suspension of funding. Workforce Partnership may elect not to honor a particular payment request under this Contract if:

* Subrecipient, with or without knowledge, made any misrepresentation of a substantial and material nature with respect to any information furnished to Workforce Partnership.
* Litigation is pending with respect to the performance by Subrecipient of any of its duties or obligations hereunder which may jeopardize or adversely affect the understanding of or the carrying out of this project, including any court action or proceeding involving the Federal Bankruptcy Code (U.S.C. Title 11).
* Subrecipient is in default under this Contract, or if Subrecipient has failed to materially comply with any provision.
* Subrecipient shall not have submitted the required statement and reports on the dates prescribed by Workforce Partnership.

Suspension of Funding

Funds may be suspended in whole or in part for cause prior to or in lieu of Contract termination. Cause shall include, but is not limited to, the following:

* Failure to comply in any respect with any of the terms or conditions of this Contract.
* Any violation of applicable state, local, or federal regulations or Workforce Partnership guidelines.
* Submittal of reports to Workforce Partnership that are incorrect in any substantial and material respect.
* The grant to Workforce Partnership for this program is terminated or suspended.
* The Subrecipient is unable or unwilling to accept any additional conditions that may be required by law, by executive order, by regulations, or by other policy announced by the grantor or Workforce Partnership.

Upon suspension of Contract funding, Subrecipient agrees not to expend any funds related to or connected with the area of conflict from which Workforce Partnership has determined that suspension of Contract funding is necessary.

It is understood and agreed that subrecipient shall submit to Workforce Partnership a Contract closeout package in accordance with the procedures delineated in the [Operations Manual](https://workforce.org/operations-manual/). Failure to submit said package shall result in the withholding of any final payment due under this Contract and/or payments or advances requested under other Workforce Partnership-funded contracts until such time as Workforce Partnership receives Subrecipient’s closeout package for this Contract.

Accounting and Cash Management

Subrecipient will comply with controls, record keeping and fund accounting procedure requirements of WIOA, federal and state regulations and directives to ensure the proper disbursal of, and accounting for, program funds paid to the Subrecipient and disbursed by the Subrecipient, under this Contract.

Income (including interest income) generated because of the receipt of WIOA activities, will be utilized in accordance with policy and procedures established by the Workforce Partnership. Subrecipient will account for any such generated income separately.

Subrecipient shall not be required to maintain a separate bank account but shall separately account for WIOA funds on deposit. All funding under this Contract, will be made by check or wire transfer payable to the Subrecipient for deposit in Subrecipient's bank account or city and county governmental bank accounts. To provide for the necessary and proper internal controls, funds should be withdrawn and disbursed by no less than two representatives of the Subrecipient. The Workforce Partnership will have a lien upon any balance of WIOA funds in these accounts, which will take priority over all other liens or claims.

Audits

The Subrecipient will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. All governmental and non-profit organizations must follow the audit requirements (single audit or program-specific audit requirement) of Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900.

The Subrecipient and/or auditors performing monitoring or audits of the Subrecipient, or its sub-contracting service providers will immediately report to the Workforce Partnership any incidents of fraud, abuse, or other criminal activity in relation to this Contract, the WIOA, or its regulations.

Disallowed Costs

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

Property

All property, whether finished or unfinished documents, data, studies, and reports prepared or purchased by the Subrecipient under this Contract, will be disposed of in accordance with the direction of the Workforce Partnership. In addition, any tools and/or equipment furnished to the Subrecipient by the Workforce Partnership and/or purchased by the Subrecipient with funds pursuant to this Contract will be limited to use within the activities outlined in this Contract and will remain the property of the United States Government, State of California and/or the Workforce Partnership. Upon termination of this Contract, Subrecipient will immediately return such tools and/or equipment to the Workforce Partnership or dispose of them in accordance with the direction of the Workforce Partnership.

Records

If participants are served under this Contract, the Subrecipient will establish a participant data system as prescribed by the Workforce Partnership.

Subrecipient will retain all records pertinent to this Contract for a period of four (4) years from the date of final payment of this Contract. If, at the end of four years, there is anticipated litigation, active litigation, an administrative proceeding, an investigation, or an audit involving those records, the Subrecipient will retain the records until the resolution of such litigation, proceeding, investigation, or audit. Refer to Uniform Guidance, Subpart D, Part 200.334-200.338.

The Workforce Partnership and/or the DOL, or their designee (refer to Uniform Guidance, Subpart F, Part 200.500-200.520) will have access to and right to examine, monitor and audit all records, documents, conditions, and activities related to programs funded by this Contract. For purposes of this section, "access to" means that the Subrecipient shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this Contract. The Subrecipient shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the Contract. Subrecipient's performance under the terms and conditions herein specified will be subject to an evaluation by the Workforce Partnership of the adequacy of the services performed, timeliness of response, and a general impression of the competency of the Subrecipient and its staff.

Compliance

In performance of this Contract, Subrecipient will fully comply with:

* The provisions of the WIOA, the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule at 2 Code of Federal Regulations (CFR) Chapter I and Chapter II, Part 200, et al (here after referred to as Uniform Guidance 2 CFR Part 200) and the Department of Labor's (DOL) exceptions at 2 CFR Chapter II, Part 2900, et al. (here after referred to as DOL Exceptions 2 CFR Part 2900) and all regulations, legislation, directives, policies, procedures and amendments issued pursuant thereto.
* All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement the WIOA.
* The provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to DOL job training programs.
* Subrecipient will ensure diligence in managing programs under this Contract, including performing appropriate monitoring activities and taking prompt corrective action against known violations of the WIOA. Subrecipient agrees to conform to the provisions of the WIOA and the contract requirements as referenced in Uniform Guidance 2 CFR Part 200, Appendix II, and DOL Exceptions 2 CFR Part 2900, Appendix II to Part 200.

Certification & Assurances

Except as otherwise indicated, the following certifications and provisions apply to all Subrecipients.

Americans with Disabilities Act

The Subrecipient agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which, prohibits discrimination based on disability, as well as all applicable regulations and guidelines issued pursuant to ADA. (42 U.S.C.12101 et seq).

Sectarian Activities

The Subrecipient certifies that this Contract does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital, or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.

National Labor Relations Board

The Subrecipient (if not a public entity), by signing this Contract, does swear under penalty of perjury, that no more than one final unappeasable finding of contempt of court by a federal court has been issued against the Subrecipient within the immediately preceding two-year period because of Subrecipient's failure to comply with an order of a federal court, which orders the Subrecipient to comply with an order of the National Labor Relations Board (PCC10296).

Prior Findings

Subrecipient, by signing this Contract, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous agreement or contract with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.

Drug-Free Workplace Certification

By signing this Contract, the Subrecipient hereby certifies under penalty of perjury, under the laws of the State of California, that the Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

* 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.
* Establish a Drug-Free Awareness Program as required to inform employees about:
	+ - the dangers of drug abuse in the workplace.
		- the person's or organization's policy of maintaining a drug-free workplace.
		- any available counseling, rehabilitation, and employee assistance programs; and
		- penalties that may be imposed upon employees for drug abuse violations.
* Every employee who works on this Contract will:
* receive a copy of the company's drug-free policy statement; and
* agree to abide by the terms of the company’s statement as a condition of employment on the Contract; and
* notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after the conviction.
* Notify the Workforce Partnership within 10 days after receiving notice of a criminal drug statute conviction from an employee or otherwise receiving actual notice of a conviction.
* Impose a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section 8104 of this title.
* Make a good faith effort to continue to maintain a drug-free workplace through implementation the above subparagraphs.

Child Support Compliance Act

 In accordance with the Child Support Compliance Act, the Subrecipient 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 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).

Debarment and Suspension Certification

By signing this Contract, the Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that the Subrecipient will comply with regulations implementing Executive Order 12549 and 12689, Debarment and Suspension, Uniform Guidance 2 CFR Part 200, Appendix II that the prospective participant (i.e., grantee), to the best of its knowledge and belief, that it and its principals:

* Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
* Have not within a three-year period preceding this Contract 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.
* Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Section 2 of this certification.
* Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause of default. Where the Subrecipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Contract.

 Lobbying Restrictions

By signing this Contract, the Subrecipient hereby assures and certifies to the lobbying restrictions which are codified in the DOL regulations at Uniform Guidance 2 CFR Part 200, Appendix II and DOL Exceptions 2 CFR 2900.

* No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
* If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this Contract, the undersigned shall complete and submit Standard Form LLL (Rev. 7-97), "Disclosure of Lobbying Activities" form in accordance with its instructions.
* The undersigned shall require that the language of the lobbying restrictions be included in the award documents for agreement transactions over $100,000 (per OMB) at all tiers (including subgrant agreements, contracts, and subcontracts, under grants, loan, or cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
* This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering this transaction imposed by the Byrd Anti- Lobbying Amendment (31 U.S.C. 1352). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

Priority Hiring Considerations

If this Contract includes services in excess of $200,000, the Subrecipient shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Section Code 11200 in accordance with Public Contract Code § 10353.

Sweat Free Code of Conduct

All Subrecipients contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the state pursuant to the Contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Subrecipient further declares under penalty of perjury that they adhere to the Sweat Free Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov,](http://www.dir.ca.gov/) and Public Contract Code Section 6108.

The Subrecipient agrees to cooperate fully in providing reasonable access to the Subrecipients' records, documents, agents or employees, or premises if reasonably required by authorized officials of the Workforce Partnership, the Department of Industrial Relations, or the Department of Justice to determine the Subrecipients' compliance with the requirements under paragraph a of the Sweat Free Code of Conduct.

Salary and Bonus Limitations

In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006, shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in Uniform Guidance 2 CFR Part 200 and the DOL Exceptions 2 CFR Part 2900. The incurrence of costs and receiving reimbursement for these costs under this award certifies that your organization has read the above special condition and complies.

Federal Funding Accountability and Transparency Act (FFATA)

As required by the FFATA, recipients of federal awards are required to report sub-award and executive compensation information. By signing this Contract, the Subrecipient hereby assures and certifies to comply with the provisions of FFATA, which includes requirements referenced in Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900.

Air or Water Pollution Violation.

Under the State laws, the Subrecipient shall not be:

* In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district.
* Subject to cease-and-desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
* Finally determined to be in violation of provisions of federal law relating to air or water pollution.

Clean Air Act

Subrecipient must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q).

Solid Waste Disposal Act

Subrecipients must comply with Section 6002 of the Solid Waste Act and 40 CFR Part 247 for items in excess of $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000.

Davis-Bacon Act

Subrecipients must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and U.S.C. 3141-3148) for prime construction contracts in excess of $2,000.

Contract Work Hours and Safety Standards Act

Subrecipients must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) for contracts in excess of $100,000 that involve employment of mechanics or laborers.

Telecommunications and Video Surveillance Services or Equipment

Subrecipients are prohibited from obligating or expending funds to:

* Procure or obtain.
* Extend or renew a contract to procure or obtain, or
* Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
* For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
* Telecommunications or video surveillance services provided by such entities or using such equipment.
* Telecommunications or video surveillance equipment or services produced or
* provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, Subrecipient should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

Standards of Conduct

The following standards apply to all Subrecipients:

General Assurance

Every reasonable course of action will be taken by the Subrecipient in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Contract will be administered in an impartial manner, free from efforts to gain personal, financial, or political gain. The Subrecipient agrees to conform to the nondiscrimination requirements as referenced in WIOA, Section 188, and those outlined in this Contract.

Avoidance of Conflict of Economic Interest

 An executive or employee of the Subrecipient, an elected official in the area, or a member of the Consortium Policy Board and the Workforce Development Board that provides oversight and funding direction to Workforce Partnership, will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by the Subrecipient or Workforce Partnership: Supplies, materials, equipment or services purchased with Contract funds will be used solely for purposes allowed under this Contract. No member of the Local Board will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.

Coordination

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

Subrecipient will consult with the appropriate labor organizations and/or employer representatives in the design, operation, or modification of the programs under this Contract.

Subcontracting

Any of the work or services specified in this Contract that will be performed other than by the Subrecipient will be evidenced by a written agreement (“Subcontract”) specifying the terms and conditions of such performance and will require approval of Workforce Partnership prior to execution, and prior to any work or services being performed.

The Subrecipient must ensure that Subcontractors comply with the same standards that they are held to in this Contract and other contractual requirements.

The Subrecipient will maintain and adhere to an appropriate system, consistent with federal, state and local law, for the award and monitoring of Subcontracts, to ensure they contain acceptable standards for insuring accountability.

The Subrecipient’s system for awarding contracts will contain safeguards to ensure that the Subrecipient does not Subcontract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

Grievances and Complaint System

Subrecipient will establish and maintain a grievance and complaint procedure in compliance with Workforce Partnership [Operations Manual](https://workforce.org/operations-manual/) that follows the Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, federal regulations and state and local statues, regulations, and policy.

*EEO Contact Information*

|  |  |
| --- | --- |
| **Workforce Partnership**Molly DishmanEqual Opportunity Officer/Grievance OfficerSan Diego Workforce Partnership, Inc.9246 Lightwave, Suite 210San Diego, CA 92123(619) 228-2900 | **EDD** Attention: Compliance Resolution Unit Compliance Review Division, MIC 22-MEmployment Development Department PO Box 826880Sacramento, CA 94280-0001 |
| **OIG**Office of Inspector General Complaints Analysis Office200 Constitution Avenue, N.W., Room S-20210 Washington, D.C. 20210oig.dol.gov/hotlinecontact.htmPhone: (800) 347-3756 |

General Terms & Conditions

Indemnification

The following provision applies only if the Subrecipient is a governmental entity:

Pursuant to the provision of Section 895.4 of the California Government Code, Subrecipient agrees to indemnify and hold Workforce Partnership harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the Subrecipient.

The following provision applies only if the Subrecipient is a non-governmental entity:

Performance of this Contract and all work or obligations covered by and arising out of this Contract shall be at the risk of Subrecipient exclusively. To the fullest extent permitted by law, Subrecipient shall, with respect to all work or obligations covered by or arising out of this Contract, or the performance thereof, indemnify, hold harmless and defend Workforce Partnership, Policy Board, the WDB, the City of San Diego, and the County of San Diego, and each of its officers, partners, joint venture partners, representatives and/or employees from and against any and all allegations, losses, claims, actions, demands, damages, liabilities, or expenses (including costs, expenses and attorneys’ fees), arising directly or indirectly from this Contract, or the performance thereof, except to the extent that the matter in question has been caused by Workforce Partnership’s sole gross negligence or sole willful misconduct.

Confidentiality

The State of California and the Subrecipient will exchange various kinds of information pursuant to this Contract. That information may include data, applications, program files, and databases. This data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the EDD, the California Department of Social Services, the California Department of Education, the California Department of Corrections and Rehabilitation, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs.

The Workforce Partnership and Subrecipient agree that:

* Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need- to-know" basis.
* Subrecipient agrees that information obtained under this Contract will not be reproduced, published, sold or released in its original form nor in any other form for any purpose other than those specifically identified in this Contract.
* Aggregate Summaries: All reports and/or publications developed by the Subrecipient based on data obtained under this Contract shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
* Publication: Prior to publication, Subrecipient shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded to protect confidentiality.
* Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
* Subrecipients agree that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.
* When each party provides its employees with access to confidential information, written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information 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, must also be provided.
* Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
* Each party shall promptly return to the other party confidential information when its use ends or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
* If the Workforce Partnership or Subrecipient enters a contract with a third party to provide WIOA services, the Workforce Partnership or Subrecipient agrees to include these confidentiality requirements in the contract with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, Subrecipient(s), service providers, or employees.
* Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation.

Insurance

Subrecipient, at Subrecipient’s sole cost and expense, shall obtain and maintain in effect during the Term of this Contract, a commercial general liability insurance policy, naming San Diego Workforce Partnership, the City of San Diego, and the County of San Diego as additional insured, protecting against any and all claims for injury to persons or property, protecting against assumed or contractual liability under this Contract, and covering negligent acts and omissions of Subrecipient and Subrecipient Parties, with such policy to be in the minimum amount of One Million Dollars ($1,000,000.00) per occurrence, and with an aggregate limit of at least Two Million Dollars ($2,000,000.00). Subrecipient shall provide Workforce Partnership a certificate evidencing such insurance.

Intellectual Property

*Federal Funding*. In any contract or agreement funded in whole or in part by the federal government, Workforce Partnership may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the Contract, except as provided in 37 CFR Part 401.14. However, pursuant to 37 CFR Part 401.14(b), Uniform Guidance 2 CFR Part 200, and DOL Exceptions 2 CFR Part 2900, the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

For purposes of these Intellectual Property provisions, the following definitions apply:

“Intellectual Property” means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by Subrecipient or Workforce Partnership, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction. “Works” means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

*Ownership.* Except where Workforce Partnership has agreed in a signed writing to accept a license, Workforce Partnership 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 Subrecipient or Workforce Partnership and which resulted directly or indirectly from this Contact.

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

Subrecipient agrees to cooperate with Workforce Partnership in establishing or maintaining Workforce Partnership’s exclusive rights in the Intellectual Property, and in assuring Workforce Partnership’s sole rights against third parties with respect to the Intellectual Property. If the Subrecipient enters into any agreements or Subcontracts with other parties to perform terms of this Contract, Subrecipient shall require the terms of such agreement(s) to include all Intellectual Property provisions contained in the Contract. Such terms must include, but are not limited to, the Subrecipient assigning and agreeing to assign to Workforce Partnership all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the Subrecipient, and any subcontractor to the Subrecipient or Workforce Partnership and which result directly or indirectly from this Contract or any subcontract. This provision does not apply to agreements or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 662.700-730.

Except for Intellectual Property made, conceived, derived from, or reduced to practice by Subrecipient or Workforce Partnership and which result directly or indirectly from this Contract, Subrecipient shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Contract.

Subrecipient hereby grants to Workforce Partnership, 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 Subrecipient's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this agreement, unless Subrecipient assigns all rights, title and interest in the Intellectual Property to Workforce Partnership as set forth herein.

Nothing in this provision shall restrict, limit, or otherwise prevent Subrecipient from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Contract, provided that Subrecipient's user does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of Workforce Partnership or third party, or result in a breach or default of any provisions of the Contract or result in a breach of any provisions of law relating to confidentiality.

All Works of authorship made by or on behalf of Subrecipient in connection with Subrecipient's performance of this Contract shall be deemed "works made for hire." Subrecipient further agrees that the work of each person utilized by Subrecipient in connection with the performance of this Contract will be a "work made for hire," whether that person is an employee of Subrecipient or that person has entered into an agreement with Subrecipient to perform the work for pay or as a volunteer. Subrecipient shall enter into a written agreement with any such person that: (i) all work performed for Subrecipient shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to Workforce Partnership to any work product made, conceived, derived from or reduced to practice by Subrecipient or Workforce Partnership and which result directly or indirectly from this agreement.

*Patent Rights*. With respect to inventions (refer to Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900, made by Subrecipient in the performance of this Contract, which did not result from research and development specifically included in the scope of work, Subrecipient hereby grants to Workforce Partnership a license for devices or material incorporating, or made through the use of such inventions. If such inventions resulted from research and development work specifically included within the Contract’s scope of work, then Subrecipient agrees to assign to Workforce Partnership, without addition compensation, all its right, title, and interest in and to such invention(s) and to assist Workforce Partnership in securing United States and foreign patents with respect thereto.

Representations & Warranties

Subrecipient represents and warrants that:

* It has secured and will secure all rights and licenses necessary for its performance of this Contract including all Intellectual Property rights such as, but not limited to, consents, waivers or release from all authors.
* Neither Subrecipient's performance of this Contract, nor the exercise by either party of the rights granted in this Contract, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subrecipient or Workforce Partnership and which result directly or indirectly from this Contract will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by Subrecipient.
* It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to Workforce Partnership in this Contract.
* It has appropriate systems and controls in place to ensure that state and federal funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
* 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 Subrecipients performance of this Contract.

Workforce Partnership MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS CONTRACT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE NOW EXISTING OR SUBSEQUENTLY ISSUED.

Amendments

This Contract may be unilaterally modified by the Workforce Partnership under the following circumstances:

* There is an increase or decrease in federal or state funding levels.
* A modification to the Contract is required to implement an adjustment to a Subrecipient’s plan.
* Funds awarded to the Subrecipient have not been expended in accordance with the schedule included in the approved Subrecipient's plan. After consultation with the Subrecipient, the Workforce Partnership has determined that funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner consistent with state and federal law, regulations and policies, reverting to the Workforce Partnership.
* There is a change in local, state, or federal law or regulation requiring a change in the provisions of this Contract.
* An amendment is required to change the Subrecipients' name as listed on this Contract. Upon receipt of legal documentation of the name change Workforce Partnership will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of amendment.

Except as provided above, this Contract may be amended only in writing by both parties.

Assignment

[Neither](https://www.lawinsider.com/clause/assignment) this Contract nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties. Subject to the preceding sentence, this Contract will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Notice

All notices, demands and requests contemplated hereunder by either party to the other shall be in writing, and shall be delivered by U.S. mail postage prepaid, registered, or certified, return receipt requested, or any nationally recognized overnight courier with signature required, to the following address:

|  |  |
| --- | --- |
| **Workforce Partnership** | **CONTRACTOR** |
| Attn: [EXECUTIVE LEAD NAME]  | Attn: [CONTACT NAME] |
| [EXECUTIVE LEAD’S TITLE] | [CONTACT TITLE] |
| San Diego Workforce Partnership, Inc. | [CONTRACTOR’S LEGAL NAME] |
| 9246 Lightwave Avenue, Suite 210 | [ADDRESS] |
| San Diego, CA 92123 | [CITY, STATE, ZIP] |

Such other address or to such other person as may be designated by notice given during the term hereof by one party to the other. Any notice given in accordance with these provisions shall be deemed given and received by the addressee three (3) days after mailing.

Conflict Resolution

Subrecipient will cooperate in the resolution of any conflict with the DOL that may occur from the activities funded under this Contract.

In the event of a dispute between the Workforce Partnership and the Subrecipient over any part of this Contract, the dispute may be submitted to non-binding arbitration upon the consent of both the Workforce Partnership and the Subrecipient. The fee for the non-binding arbitration will be allocated to the parties equally. An election for non-binding arbitration pursuant to this provision will not preclude either party from pursuing any remedy for relief otherwise available.

Law/Venue

This Contract will be governed by and construed in accordance with the laws of the state of California. If either party institutes legal suit or action for enforcement of any obligations contained herein, the venue of such suit or action shall be in San Diego, California.

Privacy/Data Security

The Subrecipient shall notify Workforce Partnership of any actual or attempted information security incidents, within 24 hours of initial detection. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, destruction, or unauthorized access, use, modification, or disclosure of information assets.

The Subrecipient shall cooperate with the Workforce Partnership in any investigation involving security incidents. The system, application, or device affected by an information security incident involved in the administration of the Program shall be immediately removed from operation and shall remain removed from operation until correction and mitigation measures are applied. If the Subrecipient learns of a breach in the security of the system which contains Program data obtained under this agreement, then the Subrecipient must provide notification to individuals pursuant to Civil Code Section 1798.82.

The Subrecipient shall manage and control access to information (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Contract including, but not limited to, security measures to protect data, systems, and workstations from unauthorized access and malicious activity.

At no time will confidential data obtained pursuant to this Contract be placed on a mobile device, or on any form of removable electronic storage media unless the data Has been fully encrypted.

If the Workforce Partnership or Subrecipient enters into a contract with a third party to provide WIOA services, the Workforce Partnership or Subrecipient agrees to include these data and security requirements in the contract with that third party.

Counterparts and Electronic Signatures

This Contract may be executed in one or more counterparts, and counterparts may be executed by electronic transmission (including by email) or other electronic means, each of which will be deemed an original, but all of which together constitute one and the same instrument.

If this Contract involves a corporate party, the Subrecipient must be represented by two individuals as follows: (A) one from the Subrecipient’s “Operational Group” (Chair of the board, President or a Vice-president) and (B) one from the corporation’s “Financial Group” (Secretary, Chief financial officer or an Assistant treasurer). See California Corporations Code, section 313.

Modifications

If determined necessary by Workforce Partnership, or requested by Subrecipient and approved by Workforce Partnership, Contract modifications shall be executed in accordance with Workforce Partnership [Operations Manual](https://workforce.org/operations-manual/).

Entire Agreement

This Contract contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise and any other agreement between the parties hereto. This Contract is not intended to and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the Workforce Partnership and the Subrecipient.

Unenforceable Provision

 In the event that any provision of this Contract is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Contract have force and effect and shall not be affected hereby.

Survival

The provisions set for herein shall survive any termination or expiration of this Contract or any project schedule.

IN WITNESS WHEREOF, the Workforce Partnership and Subrecipient have duly executed this Contract as of the Effective Date.

SAN DIEGO WORKFORCE PARTNERSHIP, INC.

A California nonprofit public benefit corporation

|  |  |  |  |
| --- | --- | --- | --- |
| By: |  |  |  |
| Name: |  |  | Date |
| Title: |  |  |  |

[SUBRECIPEINT'S LEGAL NAME]

A [INSERT TYPE OF CORPORATION]

[TIN]

|  |  |  |  |
| --- | --- | --- | --- |
| By: |  |  |  |
| Name: | [CONTACT NAME] |  | Date |
| Title: | [TITLE OF CONTACT] |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| By: |  |  |  |
| Name: | [CONTACT NAME] |  | Date |
| Title: | [TITLE OF CONTACT] |  |  |

Attachments

Subrecipient shall reference the following attachments as they relate to the Contract:

* Attachment A - Program Scope of Work

#### Attachment B - Program Requirements

#### Attachment C – Program and Contractual Performance Measures

#### Attachment D - Finance Requirements (D1. Budget & D2. Budget Narrative)

#### Attachment E - Program Design Summary

#### Attachment F – Subrecipient Original Proposal

References

#### [Workforce Partnership Operations Manual](http://workforce.org/operations-manual)

<https://workforce.org/jobquality/>

Attachment A – Program Scope of Work (SOW)

Staffing Plan

Subrecipient shall 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. Subrecipient shall meet the needs of the community by hiring staff that are culturally competent and who reflect the makeup of the Program’s client base. Subrecipient shall ensure that bilingual staff is available for clients.

Required Staffing

Subrecipient, at minimum, must staff the program with the following required positions:

***Career Navigator*** **(Minimum 100% FTE)** - The Career Navigator will provide case management for youth participants to facilitate the growth and development, participation in core program activities, and support achievement of performance outcomes. The Career Navigator will work in partnership with the Peer and Adult mentors and the Business Service Representative to provide a supportive and comprehensive case management strategy. Responsibilities will include, but are not limited to:

* Assisting with eligibility, registration, orientation, assessments, and Program goals.
* Coordinating core program activities (WIOA Tracks) to prepare youth for postsecondary education opportunities, academic and occupational training, and/or employment.
* Coordinating/Co-Coordinating Universal Services and Basic and Essential Skills Trainings (BEST)
* Case management documentation.
* Coordinating follow up services and documentation of performance outcomes.
* ISY Career Navigator, if applicable, would build relationships and create referral strategies with secondary and post-secondary institutions.

***Peer Mentor (Minimum 50% FTE)*** - The Peer Mentor will be an age-appropriate (18-24) young adult that will provide support, motivation, and guidance to the Youth participants from recruitment through follow up. The Peer Mentor should be one of the first interactions during outreach, recruitment, eligibility and registration. Peer Mentors should also be involved in conducting assessments and working in partnership with the Career Navigator, Adult Mentor, and Business Service Representative to

coordinate and follow up on status of Youth goals. Peer Mentors can be paid staff or community volunteers. It is highly recommended that Peer Mentors be current, follow-up or past participants and/or community members with similar lived experiences.

***Eligibility, Compliance, and CalJOBS Specialist (Minimum 25% FTE)*** - The specialist should be the main staff assigned to conduct and verify eligibility in Workforce eFile, conduct internal monitoring and ensure compliance with the Workforce Partnership [Operations Manual](https://workforce.org/operations-manual/), understand CalJOBS system requirements, run CalJOBS reports and verify CalJOBS performance data. This person would also be the first point of contact for coordinating trainings with the Workforce Partnership, data change requests, and additional programmatic requirements in partnership with the Career Navigator and the Program Manager.

***Business Service Representative (BSR) (Minimum 50% FTE)*** - Business Service Representatives’ primary functions are to engage industries and employers with both the program and participants and to coordinate all work-related activities. BSRs will secure internships, job shadow opportunities, employer driven occupational skills trainings, apprenticeships, work experience, and job placements. The BSR will work with the Adult and Peer Mentors and the Career Navigator as part of a comprehensive case management system. The BSR will coordinate the employer driven performance outcomes of effectiveness in serving employers and retention with the same employer. They will also act as the main liaison for the Partner Portal system requirements. BSR staff will partner with the Workforce Partnership’s Business Services Department as part of a business services collaborative to delineate roles.

## Job Quality

Subrecipient represents that its employment practices consistently provide Quality Jobs for each regular employee providing services under this Contract. A “Quality Job” is a job that contributes to household stability through reliable, predictable earnings which provide a pathway to self-sufficiency; working conditions that are safe, free from discrimination and harassment, and welcoming of workers’ concerns and ideas for improvement; opportunities to learn, grow and advance either within the organization or the field; and a set of support systems, benefits and options that align with the needs of a worker’s life circumstances and career goals. Subrecipient agrees to provide sufficient documentation to substantiate such practices (for example, an employee handbook or payroll records) upon request. Additionally, the Subrecipient must meet the minimum living wage requirements for all staff as reflected in Attachment D.

### *Job Quality Requirements*

At minimum, all Quality Jobs must include the following:

###### Living Wage. Compensation which allows an individual to afford adequate shelter, food, and other necessities for their geographic area. For the current period of performance specified in this Contract, a living wage is $20.82 per hour (or equivalent salary). Living wage is based on a series of economic indicators which fluctuate over time. In the past, annual living wage increases have ranged from -2 to 10%. Subrecipient must indicate any assumptions related to living wage in your financial narrative as part of your budget submission. At the sole discretion of Workforce Partnership, Subrecipient may be granted a waiver of the Living Wage requirement for a transitional period of up to one (1) year. Waivers must be documented in writing.

###### Safe Working Conditions. Work environments free from undue physical hazards, and from discrimination and harassment.

###### Appropriate Classification. An employee’s status as a Subrecipient or employee, and as exempt or non-exempt from overtime requirements, is consistent with the employee’s actual relationship to Subrecipient.

###### Stable Schedule. Employees with variable working hours receive their schedules no less than two (2) weeks in advance of the working period described in the schedule. Employees without a variable schedule have clear, documented regular working hours, and receive no less than two (2) weeks’ advance notice for extended working days.

###### Human Resources Infrastructure. Employees have access to human resources representative(s) who develop, communicate, and enforce policies and procedures that ensure job quality standards are met.

For more information on the job quality framework and its indicators, please reference <https://workforce.org/jobquality/>.

### **Staffing Plan Changes**

Any changes to the Program Staffing Plan, which occurs as a result of dismissal, departure, and/or in response to corrective action, should be addressed quickly to avoid disruption of Program services. Subrecipient shall notify Workforce Partnership within two (2) weeks of any Program staff vacancy or any staffing changes that could affect the delivery or operation of the Program services and/or performance. Any staffing changes should also be noted on monthly and/or quarterly reports, as requested by Workforce Partnership.

Change(s) to 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) or Amendment(s).

*Attachment B – Program Requirements*

## Meetings, Trainings, and Reports

Subrecipient shall prepare, provide and submit to Workforce Partnership all applicable documents and reports described in Workforce Partnership [Operations Manual](https://workforce.org/operations-manual/) and any additional documentation as required by Workforce Partnership. Additionally, subrecipients shall send designated staff to attend and participate in all scheduled meetings and trainings for WIOA Youth Programs, including trainings and technical assistance offered by the Workforce Partnership and EDD. Failure to submit accurate and timely reports to Workforce Partnership or frequent absences at scheduled meetings and trainings may subject Subrecipient to possible Corrective Action as outlined in the Workforce Partnership [Operations Manual](https://workforce.org/operations-manual/) and current Operations’ Issuances.

### **Quarterly Narrative Report**

Subrecipient shall be required to submit a Quarterly Program Narrative Report (QNR) documenting progress and/or obstacles and provide additional requests for technical assistance. Workforce Partnership staff will include assistance provided and any internal or external monitoring, noting trends in observations and/or findings.

**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 Contract, WIOA rules and regulations, DOL and EDD directives, and Workforce Partnership 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. Subrecipient shall adhere to and follow monitoring parameters identified in the Workforce Partnership [Operations Manual](https://workforce.org/operations-manual/) and all subsequent applicable operations issuances. Subsequent issuances are designed to provide monitoring guidance to the organizations that contract with Workforce Partnership including Subrecipient.

Finance Requirements

The following Program finance requirements must be met and maintained:

## Invoicing

Subrecipient shall invoice as stipulated in the Workforce Partnership [Operations Manual](https://workforce.org/operations-manual/). Workforce Partnership reserves the right to question any invoice cost with regard to applicable federal, state, or local regulations or for overall reasonableness.

## Payment Method

Payment under this Contract is a cost reimbursement method. Subrecipient shall be reimbursed for all approved allowable, allocable, and necessary costs incurred for program-related expenses as itemized in Attachment D-1.

## Accounting and Record-Keeping Requirements

Subrecipient shall comply with Workforce Partnership’s accounting and record keeping requirements as referenced in Workforce Partnership [Operations Manual](https://workforce.org/operations-manual/). Subrecipient shall adhere to record retention requirements as specified in [2 CFR 200.333](https://www.govinfo.gov/content/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-sec200-333.pdf).

## Program Income

Subrecipient shall comply with the stipulation referenced in Workforce Partnership [Operations Manual](https://workforce.org/operations-manual/), regarding reporting of Program income and obtaining Workforce Partnership approval for the planned use of Program income. Program income funds must be returned to Workforce Partnership within thirty (30) days of the end of the Contract, unless Subrecipient meets all requirements for retention.

## Contract Budget

The budget documents identified in the Attachment D-2, outline Subrecipients best estimate of total costs by funding source to be incurred for the Program year. Workforce Partnership will monitor actual expenditures in accordance with the expenditure plan and the individual budgeted line items outlined in the Budget Documents. Workforce Partnership reserves the right to question any deviation from the expenditure plan and require Subrecipient to justify billed expenses, revise its budget or resubmit its invoice with identified adjustments in accordance with Workforce Partnership [Operations Manual](https://workforce.org/operations-manual/).

In addition, Workforce Partnership will monitor Subrecipients on a monthly and/or quarterly basis to ensure Subrecipients are managing expenditures. Workforce Partnership reserves the right to de-obligate funds from Subrecipients budget that falls below 80% planned expenditures threshold or for failure to meet actual minimum spend requirements outlined in the contract and monitored in *Attachment B* as part of overall performance management.

## Support (Administrative vs. Program Costs

Subrecipient may not exceed the cap of 20% on administrative costs. Subrecipient agrees to comply with this rule when classifying budget costs as administrative or program costs Workforce Partnership encourages Subrecipient to use in-kind or other revenue streams other than WIOA funding to pay for administrative costs.

## In-Kind and Cash Match

In order to efficiently use WIOA funds and deliver program services to residents and businesses within San Diego County, it is important to leverage a wide range of public and private resources to support program services. For more information on cost sharing or matching, refer to [2 CFR part 200](https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1) and [2900](https://www.ecfr.gov/current/title-2/subtitle-B/chapter-XXIX/part-2900).

Subrecipients are required to provide a 25% in-kind or cash match for their total

participant expenses and a 10% in-kind or cash match of the total Contract amount on Attachment D. In-kind and cash match resources can support any budget item as long as it supports program activities.

Cash match is defined as a contribution of funds made available to the Subrecipient

to be used specifically for program activities. Subrecipients are required to assign a monetary value to any in-kind contributions.

Examples of in-kind resources include but are not limited to:

* Staff time from lead and/or partner agencies (directly related to jobseeker or business customers).
* Facilities/Infrastructure (where services are provided).
* Participant expenses (e.g., internship/work experience wages, incentives, supportive services, tuition, books, fees, tools, or clothing for employment)
* Equipment (directly related to services to jobseeker or business customers).
* Outreach and/or media support.

These in-kind or cash match resources must directly support the proposed program activities and should be documented with a Letter of Commitment, Memorandum of Understanding (MOU), or other documentation. The documentation of in-kind or cash-match resources will include agreed-upon details of support, that includes the amount to be lent or the services or supplies to be provided, the terms and goals of the agreement, and each parties roles and responsibilities in the agreement.

## Work Experience

Subrecipients are required to allocate and spend a minimum of 25% of the total Contract amount on work experience as outlined on *Attachment D*. Work experience expenses must be clearly allocated on the budget and invoiced as work experience for federal tracking purposes. Allowable expenses related to work experience can be found in the Operations Manual – Chapter 4, Part 2.

## Participant Costs

Subrecipients are required to allocate and spend a minimum of 10% of the total Contract amount on direct participant costs as outlined on *Attachment D*. Participant costs include expenses directly related to program participation, including but not limited to: wages paid for work experiences, OJTs and/or internships, supportive services, incentives, and stipends. Participant related costs must be supported with a related service activity code in CalJOBS.