



CONTRA COSTA COUNTY EMPLOYMENT AND HUMAN SERVICES
WORKFORCE DEVELOPMENT BUREAU

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
TITLE I YOUTH PROGRAM SERVICES
REQUEST FOR PROPOSALS (RFP) 1174

The Workforce Development Board of Contra Costa County (WDBCCC) and Youth Committee (YC) are seeking proposals for the delivery of Workforce Innovation and Opportunity Act (WIOA) Title I Youth services in Contra Costa County.

Successful bidders will provide youth workforce development services, including the required WIOA youth program elements in an approach designed to enhance participants' essential employability skills and assist youth in pursuing and achieving their educational and career goals. The WDBCCC and YC are particularly interested in innovative approaches that leverage WIOA dollars (to expand both services and numbers of youth served), support Career Pathway approaches, and connect youth to education and training opportunities leading to careers in the board's targeted industry sectors and other in-demand occupations.

Please read this entire packet carefully.

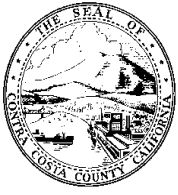
**Interested parties are invited to attend the
Recommended Bidders' Conference Webinar
scheduled for
Tuesday, January 5, 2021
Time: 1:00 pm to 3:00 pm**

Attendance at the Bidders' Conference Webinar is not required for a proposal to be considered. Agencies interested in attending the Bidders' Conference EHSD RFP 1174 Workforce Innovation and Opportunity Act (WIOA) Title I Youth Program Services Webinar may RSVP to Contractbid@ehsd.cccounty.us.

To submit a proposal, send an email to Contractbid@ehsd.cccounty.us with the Subject: RFP 1174 Bidder Request for Submission Instructions. In the body of the email, indicate the bidder's agency name, address, phone number, and email address. You will receive an email response within 24 hours of receipt. **Be sure to allow enough time to receive the instructions and meet the submission deadline of Tuesday, February 2, 2021 at 5:00 pm.**

Call the Employment and Human Services Department, Contracts Unit
at (925) 608-4969 with any questions about the process for this RFP.

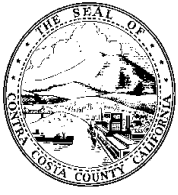
Thank you in advance for your effort in preparing your response.



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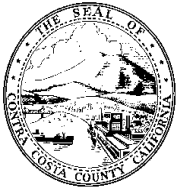
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SECTION 1: LEGAL NOTICE

REQUEST FOR PROPOSAL 1174

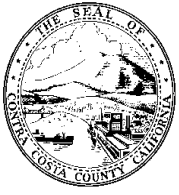
WORKFORCE DEVELOPMENT BUREAU

**WORKFORCE INNOVATION and OPPORTUNITY ACT (WIOA) TITLE I YOUTH PROGRAM
SERVICES**

The Contra Costa County Employment and Human Services Department (EHSD), Workforce Development Bureau (WDBCCC), announces the issuance of Request for Proposal (RFP) 1174, making available up to \$1,200,000.00 to solicit competitive proposal for the delivery of year-round youth program services under the Workforce Innovation and Opportunity Act (WIOA) in Contra Costa County. Successful bidders will provide youth workforce development services, including the required WIOA youth program elements in an approach designed to enhance participants' essential employability skills and assist youth in setting and pursuing educational and career goals. The Contra Costa County Workforce Development Board and Youth Committee are particularly interested in innovative approaches that leverage WIOA dollars (to expand both services and numbers of youth served), connect youth to education and training opportunities leading to careers in the board's targeted industry sectors, and support Career Pathway approaches in the County's K-12 and Community College Systems.

A Recommended Bidders' Conference Webinar is scheduled for Tuesday, January 5, 2021 from 1:00 pm – 3:00 pm. Attendance at the EHSD RFP 1174 Bidders' Conference Webinar is not required for a proposal to be considered. See the full RFP 1174 for Webinar registration instructions.

Bidder's proposals are due by 5:00 pm on Tuesday, February 2, 2021 without exception. For complete RFP details and submission requirements, access a copy of the RFP from the EHSD website: www.ehsd.org/rfps, by email: Contractbid@ehsd.cccounty.us, or by calling (925) 608-4969.



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SECTION 2: RFP 1174 TIMELINE

<u>Event/Location</u>	<u>Date</u>
RFP Published & Announced	Thursday, December 17, 2020
Recommended Bidders' Conference Webinar	Tuesday, January 5, 2021
Response to RFP Due	Tuesday, February 2, 2021
EHSD Compliance Evaluation	February 3 – 5, 2021
EHSD Fiscal Evaluation	February 8 – 19, 2021
WDBCCC Panel Review and Evaluation	February 22, 2021 – March 3, 2021
Local Board Youth Committee Recommendations	Tuesday, March 9, 2021
Local Board Executive Board Recommendations	Wednesday, April 14, 2021
Award Letter Sent	Thursday, April 15, 2021
Appeal Period (10 business days)	April 15 – 22, 2021
Contract Negotiation and Processing	April 23, 2021 – May 23, 2021
Board of Supervisors' Authorization	June 2021
Anticipated Contract Start Date	July 1, 2021

All dates are subject to change as deemed in the best interest of EHSD.

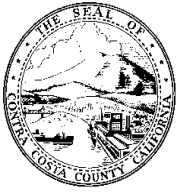
Contact (RFP Process only): EHSD Contracts Unit
Contact Phone: (925) 608-4969 Contact Fax: (925) 608-4956
Contact Email: Contractbid@ehsd.cccounty.us
Bidders' Conference Webinar: Tuesday, January 5, 2021 1:00 pm – 3:00 pm

To attend Bidders' Conference via RFP 1174 Workforce Innovation and Opportunity Act (WIOA) Title I Youth Program Services Webinar:

Please register for EHSD RFP 1174 Bidders' Conference at the following address:

<https://attendee.gotowebinar.com/register/2745595295121462286>.

After registering, you will receive a confirmation email containing information about joining the webinar.



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Please have a copy of the RFP with you when joining the webinar.

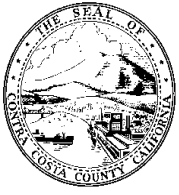
All attendees will be in listen mode only.

You can register at any time. On the registration approval, you can test your system in advance. You will need a sound enabled PC to hear the discussion. All questions will be entered via the keyboard.

If you have problems logging in, please contact the support page at www.gotowebinar.com.

If you have not used a GoToMeeting or GoToWebinar before, access this 4-1/2 minute YouTube video that can help guide you: <https://www.youtube.com/watch?v=IQ3Xwwgbd8Y&t=5s>.

Remember to use your computer audio for access during the webinar.



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SECTION 3: REQUEST FOR PROPOSALS INTRODUCTION

3.1 Solicitation

The purpose of this Request for Proposals (RFP) is to identify and fund organizations to provide a full array of career development services to youth and young adults per the Workforce Innovation and Opportunity Act (WIOA) Title I Youth program. The Workforce Development Board of Contra Costa County (WDBCCC) intends to procure qualified service providers for one-year term contracts, with the option to extend the agreement(s) for two additional one year periods based on need, performance, and funding availability. The initial period of performance will be July 1, 2021 through June 30, 2022.

This RFP provides Respondents with the requirements necessary to submit a responsive proposal inclusive of background information, a description of desired services, proposal guidelines and format, and the contractor selection process. Proposals that do not follow RFP specifications will be determined non-responsive and will not be considered for funding.

All proposals must be comprehensive and address the full scope of services or demonstrate a partnership with other agencies that together, will deliver the full scope of services required by this RFP.

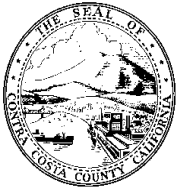
3.2 Qualified Bidders

Eligible Respondents are organizations that on their own, or in formalized partnership with other organizations, have adequate administrative controls and personnel to provide comprehensive youth services operated under the provisions of WIOA. This includes:

- Public organizations,
- Corporations,
- Non-profit organizations,
- For-profit organizations,
- and/or a collaboration of these organizations.

Respondents who do not currently operate in the East Bay region must demonstrate the knowledge and capacity to respond to the needs of Contra Costa County's youth/young adults.

WIOA fund management and performance outcomes are rigorous and regularly monitored by the WDBCCC. The WDBCCC recognizes that smaller community-based organizations may not have the capacity to manage WIOA funding but have distinct expertise in working with a specific target population. In these and other instances, the WDBCCC encourages potential



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bidders to consider partnering with other organizations in the community that can enhance administrative capacity and oversight.

Should a consortium or collaboration of organizations respond to this RFP, the proposal must clearly demonstrate that all contractual responsibility (i.e. administration, coordination, implementation and performance) rests solely with one legal entity and that the proposed arrangement would enable the Respondent to provide timely, efficient, and quality services.

Respondents must have:

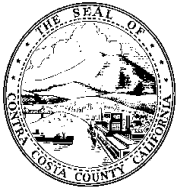
- Documented success providing services that are the same or similar to those requested in this RFP to WIOA eligible youth or similar high-risk youth/young adult populations (homeless, individuals who are basic skills deficient, returning citizens, people with disabilities, current and former foster youth, and people without a high school diploma or equivalent and English language learners, and low-income youth with documented barriers to employment);
- Demonstrated experience collaborating and coordinating program services with other community organizations;
- Demonstrated capacity to operate and administer federally funded youth programs, including submission of appropriate financial and participant reports.

The selected service provider(s) will provide linkages between workforce development, education, social services, other youth serving organizations, and the business community. This intentional linking of WIOA-funded services with other funding streams creates a more cost effective and cohesive system that maximizes services, minimizes duplication, and improves interagency communication and service coordination.

3.3 Estimated Funding

The WDBCCC anticipates awarding up to \$1,200,000 in WIOA youth funding through this RFP for delivery of program services from July 1, 2021 through June 30, 2022. Stated dollar amounts are based on projected availability of funding and are subject to change. The WDBCCC may increase or decrease funding at any time, based on funding availability, policy requirements and WDBCCC priorities.

Respondents may submit a single proposal to serve in-school youth (ISY) or out-of-school youth (OSY) or both.



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To align with WIOA expenditure requirements, the WBDCCC will focus 75% of its youth allocation on services to out-of-school youth.

WIOA also requires a minimum of 20% of youth funds be spent on work-based learning. This includes paid or unpaid work experience, summer employment, pre-apprenticeship, internships, job shadows and on-the-job training. To ensure the WDBCCC meets this requirement, contracts resulting from this RFP will establish a minimum expenditure threshold for work experience. Proposals that demonstrate robust work-experience components are a priority for the WDBCCC and the Youth Committee.

Proposed expenditures must be for activities and services that are reasonable, necessary, and allowable. The selected service providers must be knowledgeable of the allowable costs for this funding stream in order to avoid the potential for disallowed costs. WIOA funds shall not be used to purchase real property, construct buildings, or build the infrastructure of contractors beyond immediate program needs.

If additional funding from any source becomes available, WDBCC may, at its discretion, incorporate the additional funding into existing contracts or by consideration of proposals not initially funded under this RFP.

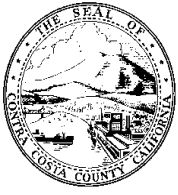
Awarded bidders will be required to enter into a Standard County Contract for said services.

WIOA funds are federal funds and are passed through from the United States (US) Department of Labor (DOL) and the California Employment Development Department (EDD), which will be billable monthly, in arrears. EHSD will award a sub-award standard contract to the selected organization that will include the Federal Subaward Conditions, included as Appendix 12.3 for reference. The county intends to initially award one-year contracts (July 1, 2021 through June 30, 2022), with the possibility of renewal for up to two additional years, based upon funding available and satisfactory performance.

Legal Authorities – Program Requirements, Standards and Guidance:

All services and activities are to be provided in accordance with all applicable federal, state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to the following:

1. In accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, non-federal entities that expend financial assistance of \$750,000 or more in federal awards will have a single or a program-specific audit conducted for that year. Non-federal entities that expend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted



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in 2 CFR Part 200.503. In accordance with the provisions of Subpart F-Audit Requirements, under 45 CFR Part 75.500, non-federal entities that expend financial assistance of \$750,000 or more in federal awards will have a single or a program-specific audit conducted for that year. Non-federal entities that expend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 45 CFR Part 75.500.

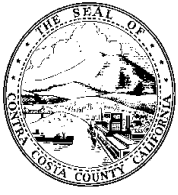
2. For regulations, guidelines, and literature, refer to 45 CFR Part 75.
3. The Contractor shall expend all funds received hereunder in accordance with the Agreement.
4. The *sub-recipient* shall maintain accounting records for funds received under the terms and conditions of the Agreement. These records shall be separate from those for any other funds administered by the *sub-recipient*, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards [2 CFR Part 200] [45 CFR Part 75].

The Contractor/Subrecipient shall meet the following standards for Compliance:

- a. The provisions of the Workforce Innovation and Opportunity Act (WIOA), (29 U.S.C. §§ 3101- 3361 (2014), WIOA Final Regulations, and all legislation, regulations, directives, policies, procedures and amendments issued pursuant thereto.
- b. All state legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement WIOA.
- c. Title 2, Code of Federal Regulations (C.F.R.) Part 200 (Office of Management and Budget Guidance) [OMB Guidance].
- d. Title 2, C.F.R. Part 2900 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) [Uniform Requirements].
- e. The provisions of the Jobs for Veterans Act (Pub. L. No. 107-288) as the law applies to Department of Labor (DOL) job training programs.
- f. Sub-recipient will ensure diligence in managing programs under this sub-grant agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of WIOA.

3.4 Service Delivery Areas

It is the intent of the WDBCCC and the YC to focus investments on high poverty areas and/or areas of Contra Costa in which assets and resources are scarce. The WDBCCC anticipates



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issuing contracts for services for the Contra Costa County Local Workforce Development Area (LWDA), which includes all of Contra Costa County except for the City of Richmond. Special consideration will be given for proposals that serve the most under-resourced communities.

The Workforce Development Board of Contra Costa County (Local Board) Local Workforce Development Area (LWDA) includes the following communities and additional unincorporated areas of Contra Costa County:

West Contra Costa County is defined as Crockett, El Cerrito, Hercules, Rodeo, San Pablo, Pinole and unincorporated areas of Richmond, excluding the City of Richmond.

Central Contra Costa County is defined as Concord, Clayton, Martinez, Walnut Creek, Alamo, Danville, Pleasant Hill, Lafayette, Moraga, Orinda and San Ramon.

East Contra Costa County is defined as Bay Point, Antioch, Brentwood, Byron, Discovery Bay, Pittsburg, Oakley and additional unincorporated areas within Eastern Contra Costa County.

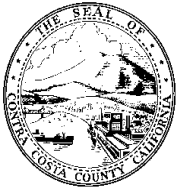
Respondents may propose to provide services on a countywide basis or for any of the sub-county regions described above.

3.5 Bidders' Conference

A recommended Bidders' Conference for prospective bidders will be held on Tuesday, January 5, 2021, from 1:00 pm to 3:00 pm via the EHSD RFP 1174 Workforce Innovation and Opportunity Act (WIOA) Title I Youth Program Services Webinar.

The purpose of the Bidders' Conference is to clarify the contents of this RFP and the RFP process. Such clarifications may aid potential bidders in deciding whether to submit proposals. It is not intended to provide technical assistance to individual bidders on how to prepare their proposal responses. **Interested bidders are requested to RSVP via email to Contractbid@ehsd.cccounty.us.**

Questions formulated prior to the Bidders' Conference can be submitted to wdbccc@ehsd.cccounty.us and will be answered at the Bidders' Conference. All questions and answers submitted prior to and at the Bidders' Conference will be provided via email to all attendees and posted on the WDBCCC website at www.wdbccc.com. **No programmatic questions will be responded to after the close of the Bidders' Conference.** After the close of the Bidders' Conference, **all questions regarding the RFP process should be sent to Contractbid@ehsd.cccounty.us.**



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3.6 Ex Parte Communication / Conflict of Interest

EHSD will enforce the prohibition on *ex parte* communication during this RFP process. The *ex parte* communication restricts RFP bidders from contacting members of WDBCCC and the sub-committees of the Local Board. Under no circumstances may an individual who is part of the RFP evaluation committee collaborate or provide information regarding this RFP to any bidder.

Conflict of Interest - In order to ensure a free and open competition that avoids any conflict of interest or unfair advantage, real or apparent, WDBCCC procurement policy regarding code of conduct will be strictly followed. The policy, as it relates to eligible individuals/organizations states: "Any individual who develops specifications, Request for Proposals, evaluates or makes recommendations on such proposal(s), or participates in any manner in the procurement of goods or services with WIOA funds shall NOT be eligible to compete in the procurement."

3.7 Right to Amend or Cancel

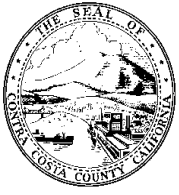
EHSD reserves the right to delay, amend, or cancel all or any part of this RFP at any time without prior notice. EHSD also reserves the right to modify the RFP process and timeline as is deemed necessary. This RFP does not commit EHSD to accept any proposal, nor is EHSD responsible for any costs incurred by bidders in the preparation of responses to this RFP.

EHSD reserves the right to reject any or all proposals, to accept or reject any or all items in a proposal and to award contracts in whole or in part as is deemed to be in the best interest of EHSD.

3.8 Restriction and Disclosure

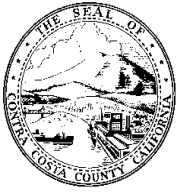
Any information deemed confidential or proprietary by the bidder must be clearly marked and identified by the bidder as such, and include an explanation of why such information is exempt from disclosure under applicable law. Such clearly marked and identified confidential or proprietary information will be protected and treated with confidentiality only to the extent permitted by law. Information not protected from disclosure by law will be considered a public record.

Proposals will be received, maintained, and may be disclosed to the public consistent with the California Public Records Act and the Freedom of Information Act. Proposals will be exempt from disclosure until the evaluation and selection process has been completed. Bidders should be aware that EHSD is required by law to make its records available for public inspection and copying, with certain exceptions (see California Public Records Act, California Government Code Section 6250 et seq. and the Freedom of Information Act - 5 U.S.C. Sec. 552).



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EHSD will not notify bidders of requests for release of information or that EHSD released data unless EHSD receives a request for information previously marked and identified by bidder as confidential or proprietary. If EHSD receives a request for release of such previously marked and identified confidential or proprietary information, EHSD will notify the bidder of such request to allow the bidder to challenge such request consistent with applicable law.



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SECTION 4: BACKGROUND

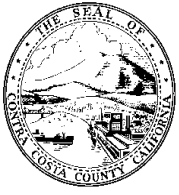
4.1 Workforce Development Board (Local Board) and Youth Committee (YC) Overview

The Workforce Development Board of Contra Costa County (Local Board) is a 25-member board comprised of executives and other leaders from private industry, economic development, education, labor, community-based organizations, and public agencies. Appointed by the Contra Costa County Board of Supervisors, members of the Local Board are charged with shaping and strengthening local and regional workforce development efforts, and aligning assets and resources to support the enhancement of a competitive workforce. The Local Board supports workforce development activities that increase individuals' earnings and are responsive to business' needs.

The vision of the Local Board is to promote the economic prosperity of the region it serves, characterized by economic opportunity, business growth, abundant high-quality jobs and healthy communities. The Local Board works towards the realization of this vision by building a workforce development network that includes strategic partnerships with a wide range of organizations and businesses, the use of industry sector strategies, leveraging of investments to increase impact, a data-driven approach that includes using economic intelligence in decision-making, and shared accountability for results.

The Local Board, in partnership with the Contra Costa Board of Supervisors, adopted a Strategic Plan for 2017 - 2020, which guides the actions of the Local Board, and articulates the priorities established for its investments. Applicants should align their proposals to the plan's goals, objectives and strategies. The Strategic Plan can be accessed at, <https://www.wdbccc.com/policies-agendas/> and selecting "View WDBCCC Local Plan and Modifications."

As a standing sub-committee to the Local Board, the Youth Committee (YC) provides expertise that assists the WDB with planning, operational and other issues relating to the provision of services to youth/young adults. The YC and Local Board envision a comprehensive system, with a full range of services and opportunities that integrates the themes of youth development with workforce development and holds youth, including disconnected youth, at the center of that vision.



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4.2. Workforce Innovation and Opportunity Act

Services requested under this RFP are governed by the Workforce Innovation and Opportunity Act (WIOA) enacted July 2014. Guidance and information on the implementation of WIOA can be found on the Department of Labor's (DOL) website: <https://www.doleta.gov/wioa/>. Respondents are encouraged to familiarize themselves with the regulations and guidance issued by the DOL.

WIOA focuses on serving out-of-school youth ages 16-24, work-based learning, and career pathways; and reflects DOL's commitment to "providing high-quality services for disconnected youth and young adults; beginning with career exploration and guidance; continuing support for educational attainment; opportunities for skills training in in-demand industries and occupations; and culminating with a good job along a career pathway or enrollment in post-secondary education."



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SECTION 5: PROGRAM DESCRIPTION

5.1 General

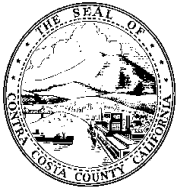
Strategies to reach and engage vulnerable young people must be a priority. Proposals must address how services will increase the number of youth/young adults productively engaged in the workforce. Activities proposed should help youth/young adults obtain employment, re-engage in school, prepare for postsecondary education and/or connect to industry-focused education and training programs.

The WDBCCC and YC are particularly concerned with equity issues that have only been exacerbated by the COVID-19 pandemic. Proposals are highly encouraged to address how service-delivery will promote economic opportunity for the most vulnerable populations and address issues such as access to technology and digital literacy. Proposals should provide examples of the respondent's ability to pivot and modify service delivery to accommodate Covid-19 safety measures. Provision of Personal Protective Equipment, social distancing and virtual service delivery components are just some of the strategies that may be used in providing the WIOA required services.

5.2 WIOA Youth Program Design Requirements

WIOA funds allocated to youth service providers shall be used for the following program design areas. Respondents must describe each of these components in their proposals.

1. ***Outreach, Recruitment, Orientation:*** Outreach and recruitment includes identifying potentially eligible youth and providing an orientation informing youth of the full array of services (WIOA and non-WIOA) available and how to access these services.
2. ***Intake and Eligibility Determination:*** The Service Provider will be responsible for determining WIOA Youth program eligibility. Individuals found not to be eligible for WIOA services should be connected with organizations/services that are more appropriate.
3. ***Objective Assessment (OA) and Referral:*** OA acts as the foundation for goal-setting. (i.e. educational, employment, credential attainment, etc.). Each eligible youth must receive an OA that includes a review of: basic skills, education, work history, occupational skills, employability, interests, aptitudes, developmental needs, supportive service needs and strengths for the purpose of identifying appropriate services and career pathways and informing the individual service strategy.



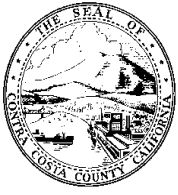
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4. ***Individual Service Strategy (ISS)***: The ISS is a written plan of action that identifies age-appropriate short and long-term goals that include career pathways, education and employment goals, and service needs. The ISS must directly link activities and services to one or more indicators of performance.

5.3 WIOA 14 Youth Program Elements

Programs must be able to provide access to each of the fourteen (14) WIOA youth program elements either directly or through collaboration with other organizations or through referral. Services accessed by a WIOA youth participant will depend upon the needs and goals identified by the participant and case manager as documented in the participant's ISS. Proposals should outline how each of the program elements will be made available to youth that need them.

1. ***Tutoring, Study Skills Training, Instruction, and Dropout Prevention*** activities that lead to completion of a high school diploma or recognized equivalent.
2. ***Alternative Secondary School and Dropout Recovery Services*** assist youth who have struggled in traditional secondary education or who have dropped out of school.
3. ***Paid and Unpaid Work Experience*** is a structured learning experience in a workplace and provides opportunities for career exploration and skill development; the work experience definition includes summer employment, pre-apprenticeship, internships, job shadows and on-the-job training opportunities.
4. ***Occupational Skills Training*** is an organized program of study that provides specific skills and leads to proficiency in an occupational field.
5. ***Education Offered Concurrently with Workforce Preparation*** is an integrated education and training model combining workforce preparation, basic academic skills, and occupational skills.
6. ***Leadership Development Opportunities*** encourage responsibility, confidence, employability, self-determination, and other positive social behaviors.
7. ***Supportive Services*** enable an individual to participate in WIOA activities. Examples include assistance with transportation, books, work-clothing, tools, childcare, legal aid services and other supports. Service providers should establish linkages with entities that can provide non-WIOA funded supportive services.
8. ***Adult Mentoring*** is a formal relationship between a youth and an adult mentor with structured activities where the mentor offers guidance, support, and encouragement.
9. ***Follow-up Services*** are provided following program exit to help ensure youth succeed in employment or education.
10. ***Comprehensive Guidance and Counseling*** provides individualized counseling to participants, including drug/alcohol and mental health counseling.



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11. **Financial Literacy Education** provides youth with the knowledge and skills they need to achieve long-term financial stability.
12. **Entrepreneurial Skills Training** provides the basics of starting and operating a small business and develops entrepreneurial skills.
13. **Services that Provide Labor Market Information** offer employment and labor market information about in-demand industry sectors or occupations.
14. **Postsecondary Preparation and Transition Activities** that help youth prepare for and transition to postsecondary education and training.

5.4 Additional Program Expectations

1. Industry Focus:

The WDBCC and the East Bay Regional Planning Unit (EPRPU) focus on helping build work readiness and career preparation in priority sectors in which job growth is predicted to be much greater than average:

- Advanced Manufacturing,
- Health and Life Sciences,
- Construction/Energy/Engineering,
- Information Communications Technology including Digital Media,
- and Transportation and Logistics.

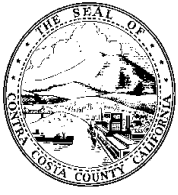
Additionally, the Youth Committee recognizes that good jobs may be found in all sectors and that the following have shown promise for youth/young adults in Contra Costa County:

- Automotive,
- Education,
- and Public Sector/Government.

Respondents may identify additional priority sectors in their proposals, but should make the case for their inclusion. Proposals will be evaluated on the quality of connections and level of collaboration with industry.

2. Physical and Programmatic Accessibility

WIOA Section 188 prohibits discrimination on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including LEP), age, disability, political affiliation or belief, or for beneficiaries, applicants, and participants only, on the basis of citizenship status or participation in a WIOA Title I-financially assisted program or activity.



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All WIOA Title I-financially assisted programs and activities must be programmatically accessible. This includes providing reasonable accommodations for individuals with disabilities, making reasonable modifications to policies, practices, and procedures, administering programs in the most integrated setting appropriate, communicating with persons with disabilities as effectively as with others, and providing appropriate auxiliary aids or services, including assistive technology devices and services, where necessary to afford individuals with disabilities an equal opportunity to participate in, and enjoy the benefits of, the program or activity.

For the full requirements, see the Employment Development Department (EDD) Workforce Services Directive 17-01 ([WSD17-01](#)): Nondiscrimination and Equal Opportunity Procedures.

3. Regional Partnerships

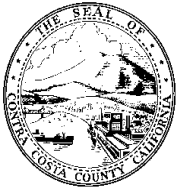
The WDBCC works to align local and regional resources in order to increase access, reduce duplication, close service gaps and promote collaboration. Service Providers are expected to demonstrate strong partnerships within the community and broader workforce systems such as:

- America's Job Centers of California (AJCCs),
- Higher education institutions,
- K-12 schools,
- CalWorks,
- Adult education,
- Juvenile and adult justice systems,
- Housing programs,
- Community based organizations,
- Vocational rehabilitation programs,
- Employers and other organizations possessing expertise and resources relevant to the needs of the youth/young adult population.

The WDBCC is an active participant in multiple regional initiatives including East Bay Slingshot and Earn & Learn. Bidders are encouraged to describe commitments to this regional work, and to demonstrate understanding of and/or involvement in regional initiatives.

5.5 WIOA Youth Eligibility Requirements

Participants served with WIOA youth funds must meet eligibility requirements established by the law. If proposing to serve both in-school and out-of-school youth, be specific about the



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differences in strategy, service delivery, and service components used to address the needs of these two populations.

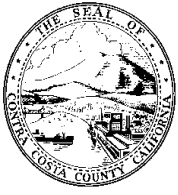
1. Definition of an eligible *out-of-school youth (OSY)* is:

- a. Not attending Any School (except as listed below)
 - WIOA Title II Adult Education
 - Youth Build
 - Job Corps
 - Non K-12 funded high school equivalency programs
 - Non K-12 funded dropout reengagement programs; and
- b. Age 16 through age 24 at the time of enrollment; and
- c. One or more of the following:
 - A school dropout, within age of compulsory attendance, but has not attended for at least the most recent complete school year calendar quarter
 - A recipient of a secondary school diploma, or its recognized equivalent, who is low-income and either basic skills deficient or an English language learner
 - An individual subject to the juvenile or adult justice system
 - A homeless individual, a homeless child or youth, a runaway
 - An individual in foster care or who has aged out of the foster care system
 - An individual who is pregnant or parenting
 - An individual with a disability

2. Definition of an eligible *in-school youth (ISY)* is:

- a. Attending any school (including high school, post-secondary, except as noted in the OSY definition)
- b. Age of 16 through age 21 at time of enrollment
- c. Low income
- d. Meeting one or more of the following:
 - Basic Skills deficient
 - English language learner
 - Subject to the justice system
 - Homeless/Runaway
 - In Foster Care or aged out of the Foster Care system
 - Pregnant or Parenting
 - An individual with a disability

5.6 Program Management and WIOA Performance



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The WDBCCC is seeking highly accountable programs with a history of meeting performance standards that are the same or similar to those identified below. Service Providers will be required to demonstrate how their programs are able to help all WIOA-enrolled youth achieve the outcomes measured by WIOA.

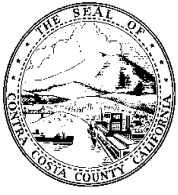
WIOA Youth Performance Measures

Performance Measure	Definition
Placement in employment, education, or training	The percentage of participants who are in employment, education, or training during the 2 nd quarter after program exit.
Placement in employment, education, or training	The percentage of participants who are in employment, education, or training during the 4th quarter after program exit.
Earnings after entry into unsubsidized employment	The median earnings of participants who are in employment during the 2 nd quarter after program exit.
Credential Attainment Rate	The percentage of participants enrolled in an education or training program who obtain an industry-recognized credential during participation or within 1 year after program exit. (Participants who obtain a high school diploma, HiSET, or GED must also gain employment, enroll in advanced training, or enroll in post-secondary)
Measurable skills gains	Percentage of participants in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains defined as, documented academic, technical, occupational or other forms of progress towards such a credential or employment.

Respondents should complete the Table of Proposed Performance (Attachment D) to propose the number of enrollments, attainments, placements and exits from July 1, 2021 – June 30, 2022.

5.7 Tracking Requirements

Service Providers must utilize EDD's CalJOBS data management system for maintaining electronic participant files that meet the specifications of the WDBCCC. These records are a focal point for accountability to funding and include the entry of individual participant data such as eligibility determination and documentation, demographics, participant activities, case notes, outcomes and follow-up data. Proposals should highlight experience with electronic case files, data tracking and outcome reporting.



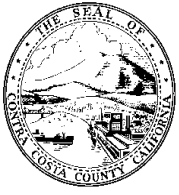
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SECTION 6: REQUIRED PROPOSAL FORMAT

The bidder requirements in this section are mandatory. The proposal must clearly demonstrate the bidder's ability to provide the requested services. The RFP provides information regarding the format in which proposals should be submitted, the requirements that must be met to be eligible for consideration, the bidder's responsibilities, and the documents that must be included. Failure to comply with the required proposal format may deem a proposal as nonresponsive. The County reserves the right to waive any nonmaterial variation.

6.1 General Submittal Requirements

- A. All bidders must submit one (1) proposal package electronically. Send an email to Contractbid@ehsd.cccounty.us with the Subject: RFP 1174 Bidder Request for Submission Instructions. In the body of the email, indicate the bidder's agency name, address, phone number, and email address. You will receive an email response within 24 hours of receipt. **Be sure to allow enough time to receive the instructions and meet the submission deadline of Tuesday, February 2, 2021 at 5:00 pm.**
- B. Any proposal received after the deadline will be rejected. Postmarks and faxed submissions are not acceptable.
- C. Submit one (1) copy of the organization's most recent audited financial statements. If not available, a review or compilation of the financial statements prepared by a Certified Public Accountant (CPA) must be submitted in lieu of audited financial statements. A copy of the latest filed tax return must be submitted if a review or compilation of the financial statements prepared by a CPA is not available.
- D. If the organization is subject to the Single Audit requirements set forth in the Code of Federal Regulations, Title 2, Part 200, Subpart F, a copy the organization's most recent Single Audit must be submitted.
- E. Proposals and required attachments must be submitted as specified and must be signed by officials authorized to bind the bidder's organization to the provisions of the RFP.
- F. Programmatic responses must be clear and in the order in which they appear on the Proposal Checklist. Proposals must set forth accurate and complete information as required in this RFP. Unclear, incomplete, and/or inaccurate documentation may



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not be considered for contract award. Falsification of any information may result in disqualification.

- G. Proposals received are considered the property of EHSD and will not be returned.
- H. All costs of proposal preparation shall be borne by the bidder. EHSD shall not be liable for any pre-contractual expenses incurred by bidders in the preparation and/or submission of the proposals. Proposals shall not include any such expenses as part of the proposed budget.

6.2 Formatting Requirements

- A. All narrative materials are to be single-spaced on 8 1/2" X 11" white paper, single-sided print, with no less than 1" margins all around and using no less than 12-point font.
- B. Proposals should be without expensive artwork, unusual printing, or other materials not requested or essential to the utility and clarity of the proposal. Information on evaluation criteria and weight factors are included in this RFP packet.
- C. Number all proposal pages consecutively with each section identified by an appropriate number.
- D. All information in the proposal package must be presented in the order outlined in the Proposal Checklist and numbered sequentially (excluding the Fiscal Attachments). Refer to Section 10: Proposal Checklist.

6.3 Required Documents and Page Limits

Respondents must limit proposal narrative to 16 pages, not including the required attachments and forms. Please keep narratives as concise as possible while providing the information requested. Any pages exceeding the stated limits will be removed before the proposals are distributed for evaluation.

The proposal must include the following documents and completed forms:

- Title Page – (see Form A) – 2 pages
- Terms and Conditions – (see Form B) – 1 Page
- Proposal Checklist/Table of Contents (see Form C) – 1 page
- **Proposal Narrative is limited to 16 pages**
 - Executive Summary



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- Organization Description and Qualifications
- Program Design
- Program Components
- Past Performance
- Measures and Results
- Required Attachment: Table of Proposed Performance (see Form D) – 1 page
- Required Attachment: Client Flow Chart
- Budget Summary, Narrative, and Budget Detail (see Form E) - no page limit

The proposal must have the following Fiscal documents attached:

- 1 copy of bidder's IRS 501(c)(3) determination letter attached to original proposal copy (if agency is a non-profit organization).
- 1 copy of bidder's manual of fiscal procedures and policies, if available, attached to original proposal copy (Reference Section 5.4.III.B.2.c).
- 1 copy of bidder's last audited financial statement attached to original proposal copy. (Reference Section 5.1.C for alternate submission requirements if audited financial statements are not available.)
- 1 copy of current agency budget with revenues and expenses indicated.

6.4 Title Page, Proposal Checklist / Table of Contents and Executive Summary (5 points)

A. Proposal Title Page (Form A)

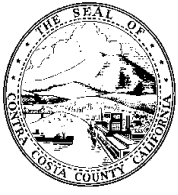
1. This must be the first page and is the top sheet of the proposal. Do not use any other cover sheet. The Proposal Title Page (Form A), with original signatures in blue ink of the bidder's Board of Directors' President and Executive Director, must be attached to the original proposal and marked "Original".

B. Terms and Conditions (Form B)

1. Terms and Conditions (Form B) with original signature in blue ink of an individual authorized by the Agency to submit the proposal.

C. Table of Contents (Form C)

1. The Proposal Checklist (Form C) may serve as the Table of Contents with the addition of proposal page numbers. The Proposal Checklist is included as Section 10 of this RFP. The Proposal Checklist sequence must be followed in assembling the completed proposal.



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D. Executive Summary of the Proposal.

1. Briefly describe your proposed program, including specific target expected outcomes, amount of funds requested, and the key features of your program. Identify any partners with whom you will collaborate and offer key components of the program design.

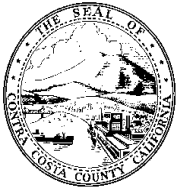
6.5 Organization Description and Qualifications (10 points)

- A. Provide an overview of the lead organization, including: primary location of the organization, type of organization (for-profit, nonprofit, etc.), size of the organization, organizational chart, years in business, history of organization, mission and vision, major services, and any other relevant information.
- B. Provide evidence of the organization's ability to successfully perform the services described in this RFP, including descriptions of past projects completed with a similar scope of work and previous experience with WIOA programs.
- C. Describe the organization's knowledge, expertise, and experience working with out-of-school youth/young adult and/or in-school youth.
- D. Describe your organization's experience in working as part of a collaborative effort to provide connected and leveraged services. Describe your organization's role in the collaborative and any parallels to the proposed organizational structure.
- E. Describe the organization's ability to collect, track and report financial and participant data.
- F. Provide a narrative addressing a staffing plan that includes position descriptions and qualifications. Job descriptions may be included in the Addendums as shown in Section 10: PROPOSAL CHECKLIST.

6.6 Program Design (25 points)

A. Target Population, Recruitment, and Enrollment

1. Identify the service area(s) you are targeting. Include demographic, social, academic and other elements to demonstrate your working knowledge of the populations and communities you propose to serve. Respondents may propose to provide services on a county-wide basis or for any of the sub-county regions described in this RFP.



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2. Describe the population(s) to be served and number of individuals to be served. Describe the rationale for focusing efforts on the proposed population(s), including identifying the nature of the needs of the population(s), and the benefits of participation in the proposed program.
3. Describe your plan to identify, recruit, and enroll youth into the program. If applying to serve OSY, highlight any innovative outreach strategies you will use to reach this population.
4. Describe the intake process, including the collection of basic information from potential clients, informing potential clients of available services in your organization or elsewhere, and determination of client suitability for program services.

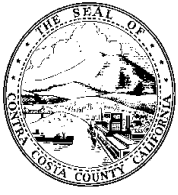
B. Youth Participant Experience

1. Please identify the proposed staff-to-youth ratio.
2. Describe the proposed service delivery model (cohort, open-entry open-exit, hybrid approaches)
3. Detail the key steps and services youth and young adults will experience as they progress through the program from recruitment to exit and follow-up.
4. Attach a client flow chart (not included in the page count).
5. Describe how you will ensure, measure and continuously improve the experience of the youth and young adults in your program.

C. Supportive Services

1. Describe barriers to successful reconnection and completion of education and/or employment that the target population faces.
2. Describe the supportive services (WIOA and non-WIOA) you will use to address these barriers.

D. Performance, Administration and Project Management



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1. Describe your strategy for understanding, monitoring and measuring youth performance measures and outcomes.
2. Describe your process for ensuring quality, compliance and proper documentation for all youth files.
3. Describe how you will ensure funds are used properly and according to the spending plan.

E. Collaboration, Partnerships, Leverage

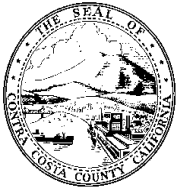
1. Describe the collaborative partnerships you will use to implement the program. Identify demonstrated connections and existing functional partnerships that will be part of this program, including with alternative education, adult education, and postsecondary institutions including community colleges, advanced skills training entities, apprenticeship training, four-year colleges and universities, labor organizations, community-based organizations and/or other service providers.
2. Include leveraged resources and specific roles and responsibilities of each partner.

F. Access and Locations

1. Demonstrate how the proposed program will increase access and address transportation and other barriers for program participants.
2. Address whether the responding organization will maintain a main office, a satellite office or co-locate with other organizations in the targeted service areas.
3. If technology will be a method for service-delivery, detail this in your proposal.

G. Coordinate Services with America's Job Center (one-stops)

1. Under WIOA, young adults who are 18 years or older may be eligible to receive services through WIOA Adult and Dislocated Worker Programs. WIOA mandates that youth services be coordinated throughout the region's America's Job Centers of California (AJCC). Please describe how the agency will coordinate youth services with the America's Job Center of California (AJCC).



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H. Employer Connections

1. Describe your relationship with employers in the WDBCCC's five identified priority industry sectors: Advanced Manufacturing, Health and Life Sciences, Construction/Energy/Engineering, Information Communications Technology, including Digital Media, Transportation and Logistics, and the specific roles employers will play in your program.
2. Describe how you have developed internships, job shadows, occupational skill training, apprenticeships, work experience, job placement, and/or other work-based learning outcomes with employer partners.
3. Describe your approach to job placement and how you will identify employment opportunities for program participants.
4. Describe how you track and manage employer engagement and how you will do this in the proposed program.

6.7 Program Components (25 points)

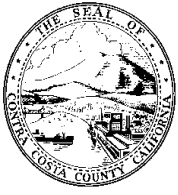
Note: Consideration will be given for applicants' use of innovative, results-based program models that demonstrate an understanding of promising practices in youth development and youth employment.

A. Assessment Strategies

1. Describe the assessment instruments and processes you propose to use with youth and young adults engaged in the program and how the assessment will be used to inform planning and service delivery for the individual youth and the program

B. Educational Services

1. Describe how you will implement tutoring, study skills training, and proven dropout recovery strategies to assist youth and young adults in the completion of secondary school resulting in the attainment of a high school diploma or its recognized equivalent.
2. Describe how you will help youth and young adults prepare for and transition to training or postsecondary education.



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3. Describe how you will connect young people to education/training programs that include occupational skills training, apprenticeship program, and post-secondary education.
4. Describe how these education/training programs will lead to jobs with livable wages.

C. Career Pathways

1. Describe how you will help youth and young adults become aware of career pathways and their respective industry sectors, with a focus on the WDBCCC's five identified priority industry sectors: Advanced Manufacturing, Health and Life Sciences, Construction/Energy/Engineering, and Information Communications Technology including Digital Media.
2. Describe how you will connect youth to education/training that leads to post-secondary degrees and/or industry-recognized certifications.

D. Work Experience

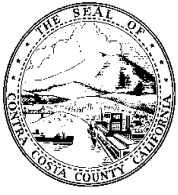
1. Describe how you will provide youth with work-based learning opportunities (internships, work experience, pre-apprenticeship/apprenticeship, job shadows, etc.).
2. Describe how a minimum of 20% of funds will be spent on work experience.
3. Explain your capacity to operate as the "Employer of Record" for paid work experiences.

E. Work Readiness, Financial Literacy, and Entrepreneurship Training

1. Describe the proposed work readiness training and standards for completion.
2. Describe the financial literacy education and entrepreneurial skills training you will offer.

F. Youth Development

1. Describe leadership development opportunities, including community service and peer-centered activities and other positive social and civic behaviors.



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2. Describe how you plan to incorporate adult mentoring for program participants

G. Follow-Up Activities

1. Describe the follow up activities you and your partners will conduct, and how they will meet the minimum standards and expectations of WIOA youth program requirements. (WIOA requires a minimum of one (1) year of follow-up for all youth).

6.8 Past Performance (10 points)

Respondents will be evaluated based upon their ability to meet contractual performance. Describe your recent WIOA performance (if applicable) or detail the outcomes of similar services you have provided. Respondents may be asked to provide References.

6.9 Measures and Results (10 points)

A. WIOA Measures:

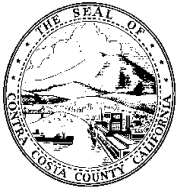
1. Identify the specific elements of your program design that will lead to attainment of the WIOA and other defined performance measures and/or local outcomes. Describe the types of documentation and/or supplemental data that will be used to document performance.

B. Other Impact Measures:

1. Identify other measures you propose to document the program's impact on youth, the overall effectiveness of the program and how it will support the goals of the Strategic Plan of the WDBCCC. Examples might include credential attainment in industry training aligned with the WDBCCC's priority sectors or measures of equity

6.10 Fiscal Management Narrative

- A. Describe how your fiscal system is administered, including responsibilities of the Board of Directors, Executive Director and staff in fiscal management and your fiscal procedures and policies. Describe the experience and qualification of fiscal staff.
- B. Provide a brief description of the lead organization's accounting system and internal controls. Include the following as appropriate:



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1. Overall system (accrual, double entry, automated, or manual).
2. Timekeeping system.
3. Inventory system.
4. Payroll system.
5. Cost allocation and methodology.
6. Ledger distribution for receivables, payables, expenses, disbursements, and petty cash.

C. Describe fiscal procedures and policies.

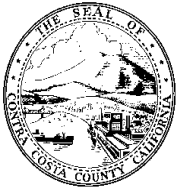
6.11 Budget Summary, Narrative, and Detail (15 points)

- A. Submit a 12-month Budget for the period of July 1, 2021 – June 30, 2022 using the Excel Budget Template (sample shown as Form E). The budget must be submitted in the provided Excel file, which includes detailed instructions.
- B. Describe leveraged funds that the agency or collaborators will bring to this project. This can include cash contributions, staff effort, space, or other revenue generation and in-kind contributions. In answering, list each source of leveraged resources, the dollar value, and the function of each leveraged resource.
- C. Cost Categories

All costs incurred by service providers as a result of this RFP must directly relate to program operations. Costs must be fair, reasonable, allowable, necessary, fully justified, and competitive. Programs may charge an indirect cost rate and profit rate, if applicable. This section describes how costs must be categorized and provides additional information regarding indirect cost rate, profit rate, and a cost allocation plan.

1. Facility and Equipment Costs

- i. Facility depreciation costs are not allowable and equipment purchases may require pre-approval from the state pass-through agency.



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- ii. Respondents with the ability to use facility costs as a leveraged resource are strongly encouraged to do so.

2. Cost Allocation Plan

A Cost Allocation Plan describing the methodology that will be used to prorate common operating costs to each funding source must be submitted with the proposal when costs are prorated to more than one funding source based on benefits received. Examples of pro-rated common operating costs are infrastructure costs (e.g. rent and copier machines), as well as personnel (e.g. receptionist, fiscal staff, senior management) providing benefits to multiple funding sources.

3. Indirect Cost Rate

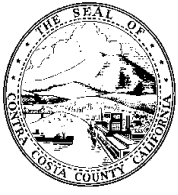
Indirect costs included in the Budget must be supported by an approved federally recognized indirect cost rate negotiated between the sub recipient and the Federal Government or a de minimis indirect cost rate as defined in §200.414(f) Indirect (F&A) costs in 2 CFR 200.

Any non-Federal entity that has never received a negotiated indirect cost rate, except for those non-Federal entities described in Appendix VII to Part 200 of the 2 CFR—States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph D.1.b, may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely.

4. Negotiated Profit for For-Profit Organizations

Profit is any amount in excess of allowable direct and indirect costs. For-profit organization's profit line item shall not exceed 5% of the total project and is subject to negotiation.

The extent to which a Respondent can meet performance objectives while minimizing indirect and profit costs will be a factor in the evaluation process.



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SECTION 7: EVALUATION PROCESS AND PROPOSAL SELECTION

7.1 Evaluation Process

All proposals submitted in compliance with the RFP requirements will be eligible for review and selection. All proposals complete three (3) stages of evaluation: Compliance Review, Fiscal Review, and Bureau Evaluation Committee Review. Proposals will be stored in a designated secure location to insure confidentiality. No proposals will be opened until after the submission deadline identified in the RFP.

7.2 Compliance Review

Compliance Review is a Pass/Fail evaluation.

Contracts Unit staff will review submitted proposals for completeness and technical compliance with the terms and conditions of the RFP. All proposals should adhere to the required format and, in order to be competitive, should include all of the requested information, all sections awarding points, completed forms, and attachments. Proposals that do not follow the Required Proposal Format found in Section 6: REQUIRED PROPOSAL FORMAT would be determined nonresponsive and will not be considered for funding.

Minor irregularities in submissions may be waived. All proposals deemed responsive will be referred to EHSD fiscal staff.

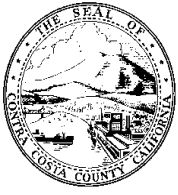
7.3 Fiscal Review

The proposal must receive a fiscal review evaluation score of at least 70% of the total available 100 points; if not, it will be eliminated from further review.

Proposals that do not provide the required audit or financial statements as outlined in Section 6: REQUIRED PROPOSAL FORMAT, will be determined nonresponsive and will not be considered for funding.

Points will be awarded based on the agency's demonstration of:

- Agency solvency;
- Adequate agency accounting systems and internal controls;
- Ability to administer financial system(s); and
- Compliance with budget specifications.



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EHSD Fiscal will review the required audit or audited financial statement included with each proposal. The audit or audited financial statement must be the most recent and complete available. The original proposal with financial statements will be forwarded by the Contracts Unit to the EHSD Fiscal Department for review and evaluation.

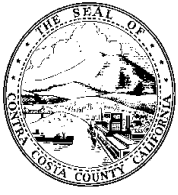
EHSD reserves the right to reject any proposal submitted. EHSD will remove any excess pages from proposals exceeding the stated limits before the proposals are distributed for further evaluation. Minor irregularities in submissions may be waived.

7.4 Bureau Evaluation Committee Review

- A. The Bureau Evaluation Committee will review all proposals then evaluate and score all service and budget elements per the point system included in Section 7.5 Bureau Evaluation Committee Scoring Guidelines.
- B. EHSD and the Bureau Evaluation Committee may use other information available before making final recommendations.
- C. The Bureau Evaluation Committee may be comprised of Employment and Human Services Department staff, community-based organizations staff, private for-profit corporation staff and/or public sector representatives. Members of the Review Panel will be required to sign an impartiality statement.

7.5 Bureau Evaluation Committee Scoring Guidelines

- A. In general, proposals will be evaluated based upon their ability to demonstrate the following:
 - Knowledge of WIOA regulations and federal, state, and local policy;
 - Ability to enroll, retain and effectively serve youth in WIOA programs;
 - Ability to provide a full range of effective youth program services that meet WIOA requirements;
 - Ability to meet performance outcomes;
 - Leveraged resources that utilize collaborative partnerships to increase wrap-around services and create a synergy that produces outcomes greater than the sum of efforts taken independently;
 - Proposed costs are reasonable, allowable, necessary and realistic;
 - Program timelines are reasonable and realistic to support program success;
 - Adequate staffing with the necessary experience and qualifications;
 - Administrative and fiscal capacity to operate the requested program services.



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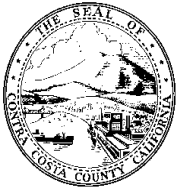
Responsive proposals will be scored and ranked by a team of independent reviewers (the Bureau Evaluation Committee) using the criteria and weight factors included in this RFP packet. The table below provides a summary of the scoring method.

RFP Bureau Scoring Methodology	points
Proposal Title Page, Table of Contents, and Executive Summary	5
Organization Description and Qualifications	10
Program Content <ul style="list-style-type: none">• 25 points - Program Design and• 25 points - Program Components	50
Past Performance	10
Measures and Results	10
Budget Summary, Narrative and Budget Detail	15
Total Available Points	100

7.6 Selection of Service Providers

Under no circumstances will an award be made, at any tier, to a contractor that has been debarred or suspended, or is otherwise excluded from, or ineligible for, participation in federal assistance programs. This is inclusive of the organization and its principal staff.

- A. All proposals will receive equal consideration for funding and determinations will be based upon on the evaluation criteria outlined in this RFP. The Bureau Evaluation Committee will recommend the organization whose proposal is determined to best meet the needs of the WDBCCC. The lowest-cost proposal may not be determined to be the most responsive when all factors of evaluation of the proposal have been considered. However, the quoted budget will be an important factor in the determination of the successful proposal. This recommendation will be presented to the YC.
- B. Additional services may be funded should WDBCCC determine that additional or alternative services would be more effective in meeting the needs of the community or would have greater potential to achieve our local performance goals.



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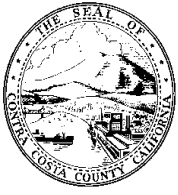
- C. Funded service providers shall be subject to all applicable federal, state, and WDBCCC policies and regulations.

7.7 Workforce Development Board (Local Board) Board Action

- A. Having received the recommendation from the Bureau Evaluation Committee, the YC will present funding recommendations to the Workforce Development Board or Executive Committee of the Local Board, who will make all final funding recommendations to the WDBCCC.

7.8 Contract Award and Negotiations

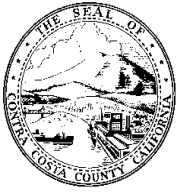
- A. Once the successful Respondent is approved by the Local Board, WDBCCC staff will begin contract negotiations. In some cases, the WDBCCC may request that the contract incorporate changes in the original proposal. Additionally, the WDBCCC contract offer may contain additional terms or terms different from those set forth in this RFP.
- B. As a result of the contract negotiation process, the WDBCCC reserves the right to:
 - 1. Fund all or portions of a proposal and/or;
 - 2. Require that one awardee collaborate with another for the provision of specific services, either prior to execution of an agreement or at any point during the life of the agreement;
 - 3. Use sources of funds, other than WIOA, to fund all or portions of an awardee's program.
- C. The period of performance for the agreement to be awarded is twelve (12) months with an expected begin date of July 1, 2021. Contracts may be renewed for two (2) additional one-year periods based on need, performance and funding availability.



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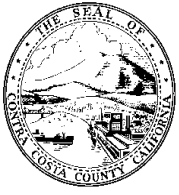
SECTION 8: GENERAL REQUIREMENTS AND INSTRUCTIONS FOR BIDDERS

1. All bidders must submit one (1) proposal package electronically. Send an email to ContractBid@ehsd.cccounty.us with the Subject: RFP 1174 Bidder Request for Submission Instructions. In the body of the email, indicate the bidder's agency name, address, phone number, and email address. You will receive an email response within 24 hours of receipt. **Be sure to allow enough time to receive the instructions and meet the submission deadline of Tuesday, February 2, 2021 at 5:00 pm.** Any proposal received after the deadline will be rejected. Faxed submissions are not acceptable.
2. Proposals and required attachments shall be submitted as specified and must be signed by officials authorized to bind the bidder to the provisions of the RFP. All costs incurred in the preparation of a proposal will be the responsibility of the bidder and will not be reimbursed by the County.
3. A proposal may be withdrawn in person by a bidder's authorized representative prior to 12:00 pm on Tuesday, February 2, 2021. If withdrawing a proposal, the bidder's authorized representative must provide appropriate identification (i.e. driver's license or State issued identification card) and sign a receipt attesting to his/her withdrawal of the proposal.
4. The Recommended Bidders' Conference Webinar for prospective bidders will be held on Tuesday, January 5, 2021 from 1:00 pm to 3:00 pm. Interested parties may RSVP to attend via email at Contractbid@ehsd.cccounty.us.
5. Appeals Process
 - a. Each bidder submitting a proposal to this RFP shall have an opportunity to appeal the funding decision of EHSD. Proposals disqualified for not meeting the deadline for submission are not eligible for appeal.
 - b. All bidders will receive a written and emailed notice from EHSD informing them of the funding decisions. If a bidder wishes to appeal the selection or award decision, the bidder must submit a written appeal request to Employment and Human Services Director, 40 Douglas Drive, Martinez, CA 94553 within ten (10) working days of the postmarked date of the written letter of award status. The appeal will be conducted in accordance with the EHSD appeals process.
 - c. All written letters of appeal must state the following:
 - i. The issue(s) being appealed,



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- ii. How the alleged issue detrimentally effects the appellant, and
 - iii. The rectification sought by the appellant.
- d. An appeal will only be considered valid if there has been a violation of one of the following criteria:
 - i. The procurement process as outlined by the RFP was violated in some manner; and/or
 - ii. Federal, state, and/or EHSD procurement guidelines have been violated.
- e. An appeal will not be allowed:
 - i. To contest individual scores, the rating system, or dissatisfaction with the evaluation results unless there is a violation of the process as outlined above.
- f. Letters of appeal must be addressed to the Employment and Human Services Department Director and received at 40 Douglas Drive, Martinez, CA 94553 no later than 5:00 pm on Thursday, April 22, 2021. Notification of a final decision on an appeal shall be made in writing to the bidder.
- g. Appeals unresolved by the initial appeal process may be pursued with the Contra Costa County Board of Supervisors.
- h. Successful bidder(s) will be expected to promptly enter contract negotiation with EHSD. This may result in mutually agreed upon changes in plans or activities identified in the proposal. As a result of this negotiation, actual contract(s) may include other agreements and clarifications of activities, consistent with the intent of this RFP.
 - i. County will not enter into an agreement with any entity not in good standing with the California Secretary of State.
 - ii. Organizations that have been sanctioned because of non-compliance with the Single Audit Act requirements for managing grant funds will be eligible to apply, however, will not be eligible to receive any funding if awarded under the RFP process until said sanction is removed.
- i. Services will begin upon the signing of a contract according to a mutually agreed upon start-up schedule. The County is not liable for any cost incurred by the contractor prior to the effective date of any contract.



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- j. The selected bidders will be responsible for all services offered in their proposal, whether or not the bidders performs them directly or through subcontractors in multiple organization collaboration.
- k. EHSD will actively monitor service implementation and delivery and provide contract monitoring. Any material breach of contract requirements will constitute grounds for terminating the contract.
- l. Contracts from this RFP will be for a one year period with satisfactory first-year performance as a condition of any future contract renewal for up to two additional years, depending upon funding availability.
- m. EHSD will negotiate contract agreements with the successful bidder(s). The contract term will be July 1, 2021 – June 30, 2022.
- n. Bidders, by submitting a proposal, warrant that they are not currently involved in litigation or arbitration concerning their performance as it relates to the same or similar services to be supplied pursuant to the referenced contract and that no judgments or awards have been made against the bidders on the basis of their performance in supplying the same or similar services, unless such fact is disclosed to EHSD in the proposal. Disclosure will not automatically disqualify the bidders; however, EHSD reserves the right to evaluate the proposal(s) on the basis of facts surrounding such litigation or arbitration. These will be reviewed and decided upon at the discretion of EHSD.



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SECTION 9: CONTRACTING REQUIREMENTS

9.1 County Contract Requirements

Upon acceptance of a proposal and award of a contract by the Board of Supervisors, the successful bidder will enter into a standard County contract that specifies:

Parties to the Contract

Effective Dates

Legal Capacity (Type)

Signatories to the Contract

Service Specifications and Provisions for Reporting, Monitoring, and Evaluation

Fiscal Provisions for method of payment to contractor. A cost reimbursement contract will be negotiated with the bidder.

Program budget segregated into personnel and operating costs, indirect costs and revenue (if any) to allow determination of reasonableness and feasibility of line item allocation.

Provisions for audit

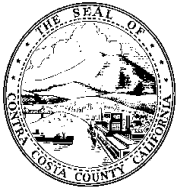
General Conditions Contractors must comply with standard County Contract General Conditions included in this RFP in Appendix 12.1.

Special Conditions, as required. Contractors may have to satisfy additional insurance requirements prior to contract effective date. No contractor will be reimbursed for service until insurance requirements are met.

9.2 Additional Requirements

As applicable, contractor must submit the required audit as specified in Appendix 12.1, General Conditions, Paragraph 27. Required Audit.

- If a consortium of agencies is submitting a proposal, a lead agency must be responsible for overseeing and monitoring its partners. The lead agency must act as the cognizant fiscal agent for the other partners. Partners must have similar budget



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requests for similar items. All other service providers requesting funding under the proposal will be required to subcontract with the lead agency.

- All equipment requests will be evaluated for their necessity and reasonableness in carrying out the program. All equipment requests must explain in detail how the equipment will be used in the performance of services.
- Budgets submitted in response to the RFP will be negotiated on a line item basis. Line items will be examined for reasonableness and necessity in providing services.
- Cost reports shall be fully supported by accounting documentation. Salary and benefit costs allocated to this program shall be supported by detailed time sheets. The grantee must maintain adequate payroll documentation (detailed time sheets sometimes called "functional time sheets") to support compensation paid to bona fide employees. Reimbursement of salary and benefit costs must be based on actual time spent on the program.

9.3 Type of Contract

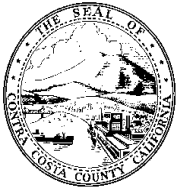
Contracts will be on a cost reimbursement basis with monthly billing required. Contractor is required to provide detailed line-item budgets. All costs reported on monthly and final cost statements shall be supported by appropriate accounting documentation. The documentation shall establish that EHSD is charged a fair and equitable portion of any indirect or shared costs attributable to services performed under this contract.

9.4 Confidentiality

Any Contractor awarded funds under this RFP must maintain all information gathered pertaining to program clients in a secure environment in order to ensure the client's right to confidentiality. The Contractor will not release such information to any Third Party who is not directly responsible for management of the client's services, without the prior written consent of the client.

9.5 Monitoring, Reporting, and Record Keeping

Monitoring: County, state, or federal staff may conduct routine monitoring of all programs. Representatives of EHSD, the State of California, Department of Labor or contractors of these units of government, and others who have a direct concern in administration of this funding, may visit the contractor selected for this program at any time. All agency records must be available for inspection. All areas of the project will be subject to examination, which may include, but not limited to, inspection of clients' case files, attendance records, and financial and bookkeeping records. Clients may be interviewed to verify eligibility, ensure required procedures are being followed, and to ensure provision of adequate services as prescribed by



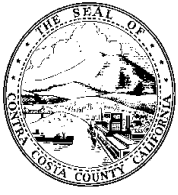
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the contract. In addition, monitoring may include interviews with employers, supervisors, instructors, and staff of agencies partnering with the contractor to ensure provision of agreed-upon services. In the event that contract requirements are not met, termination of the contract may be considered after all other corrective action fails to improve grantee's compliance with contract requirements or performance goals. EHSD will conduct financial monitoring reviews of all sub-recipients.

Reporting: Contractor shall be responsible for submitting accurate management information reports and forms on time and in the manner prescribed by EHSD and will coordinate with EHSD designated staff. Contractor will ensure that fiscal claims are submitted in their entirety and the manner prescribed by the EHSD Fiscal Officer. Contractor shall receive reimbursement for costs by submitting monthly cost statements no later than 30 days from the end of the billing month in which services were rendered.

Record Keeping: Contractor will be expected to maintain complete up-to-date and accurate records and management controls. Complete any required state data collection forms as supplied by EHSD. Maintain adequate records of service provision to document compliance with service plan and information on the performance outcomes stated in this RFP.

Contractor will be expected to maintain complete fiscal and accounting records, including but not limited to, backup documentation to the contract budget and demonstration of acceptable accounting methods to disburse costs.



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SECTION 10: PROPOSAL CHECKLIST

Each bidder must submit one (1) original proposal with attachments included, unless otherwise noted on Proposal Checklist.

Proposals must be presented in the order outlined in the Proposal Checklist and numbered sequentially (excluding the Fiscal Attachments).

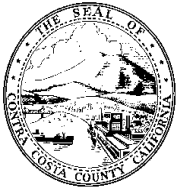
- .. **Proposal Cover Statement** (Form A – 2 pages)
- .. **Terms and Conditions** (Form B – 1 page)
- .. **Table of Contents** (Form C – 1 page)
- .. **Program Narrative** (Maximum 16 pages) and includes: Executive Summary, Organization Description and Qualifications, Program Design, Program Components, Past Performance, and Measures and Results
- .. **Table of Proposed Performance** (Form D – 1 page)
- .. **Client Flow Chart**
- .. **Budget and Budget Narrative** (Form E – no page limit)

Addendums (Optional)

- ☐ **Job Descriptions of Key Management and Program Staff** (as available)
- ☐ **Agency and/or Program Brochures** (as available)

Fiscal Attachments

- ☐ **1** copy of bidder's IRS 501(c)(3) determination letter attached to original proposal copy (if agency is a non-profit organization).
- .. **1** copy of bidder's manual of fiscal procedures and policies, if available, attached to original proposal copy (Reference Section 5.4.III.B.2.c).
- ☐ **1** copy of bidder's last audited financial statement attached to original proposal copy. (Reference Section 5.1.C for alternate submission requirements if audited financial statements are not available.)
- .. **1** copy of current agency budget with revenues and expenses indicated.

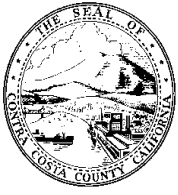


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SECTION 11: REQUIRED FORMS

All forms must be completed and attached to submitted proposals

	<u>Form</u>	<u>Form Title</u>
11.1	A	Proposal Cover Statement
11.2	B	Terms and Conditions
11.3	C	Table of Contents
11.4	D	Table of Proposed Performance
11.5	E	Budget and Budget Narrative Template



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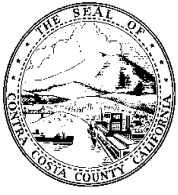
11.1 FORM A: Proposal Cover Statement

FORM A: Proposal Cover Statement

This form must accompany the proposal package when submitted. Only one copy with original signatures in blue ink is required.

PROPOSAL COVER STATEMENT – RFP # 1174				
BIDDER ORGANIZATION NAME				
ADDRESS		Bidder Phone		
		Bidder Fax		
		Web Address		
CONTACT PERSON		Contact Phone		
		Contact E-mail		
		Contact Fax		
ADDRESS OF PROGRAM (if different than above)				
PROGRAM TITLE: WORKFORCE INNOVATION and OPPORTUNITY ACT (WIOA) TITLE I YOUTH PROGRAM SERVICES				
NUMBER OF PARTNERING ORGANIZATIONS				
COLLABORATIVE PARTNERS/SUBCONTRACTORS (If applicable)				
AMOUNT OF FUNDING REQUEST				
TOTAL AMOUNT REQUESTED		\$ _____		
FEDERAL EMPLOYER NUMBER			501(C)(3) EXEMPTION (if applicable)	

PROPOSED PROGRAM SERVICE DELIVERY AREA(S)				East/Far East County 1 West County 1 Central County 1
NUMBER OF YOUTH TO BE SERVED		# of Out-of-School Youth		# of In-School Youth



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FORM A: Proposal Cover Statement (page 2)

AUTHORIZATION

We submit the attached response to the Notice of Request for Proposal No.1174 dated December 17, 2020 and all attachments and declare that: If this Response is accepted by the Board of Supervisors of Contra Costa County, I will enter into a standard contract with Contra Costa County to provide all work specified herein at the costs, which I have proposed, or in accordance with modifications required by Contra Costa County. Funds obtained through this contract will not be used to supplant or augment funding for other programs operated by the bidder/contractor unless stipulated within the proposal and accepted by the County.

AUTHORIZED REPRESENTATIVES: (two signatures required)

Name: _____

Title: Executive Director

Signature: _____

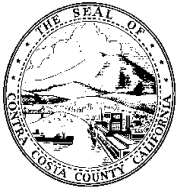
Date: _____

Name: _____

Title: Board President

Signature: _____

Date: _____



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11.2 FORM B: Terms and Conditions

TERMS AND CONDITIONS

We recognize that we must meet all required Terms and Conditions as stated below. If we are unable, this proposal will be considered null and automatically rejected. The Terms and Conditions are:

1. I am authorized by my Board of Directors, Trustees, other legally qualified officer, or as the owner of this agency or business to submit this proposal.
2. We are not currently on any Federal, State of California, or local Debarment List.
3. We will provide records to show that we are fiscally solvent, as requested.
4. We have, or will have, all of the fiscal control and accounting procedures needed to ensure that WIOA funds will be used as required by law and contract.
5. We have additional funding sources and will not be dependent on WIOA funds alone.
6. We will meet all applicable federal, state and local compliance requirements. These include, but are not limited to:
 - Records accurately reflect actual performance.
 - Maintaining record confidentiality, as required.
 - Reporting financial, participant and performance data, as required.
 - Complying with Federal and State non-discrimination provisions.
 - Meeting requirements of Section 504 of the *Rehabilitation Act of 1973*.
 - Meeting all applicable labor laws, including Child Labor Law standards.
7. We will not:
 - Place a WIOA youth in a position that will displace a current employee.
 - Use WIOA money to assist, promote, or deter union organizing.
 - Use WIOA funds to employ or train youth or adults in sectarian activities.
 - Use funds for youth in the construction, operation, or maintenance of any part of a facility to be used for sectarian instruction or religious worship.
 - Use WIOA funds for activities that would interfere with or replace regular academic requirements for eligible youth who are not dropouts.

We hereby assure that we will comply with all of the above statements in this agreement.

Authorized Signature

Title

Date

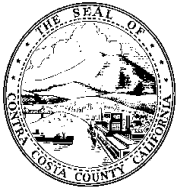
Print Name



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11.3 FORM C: Table of Contents

ITEM	PAGE
Proposal Cover Statement (Form A)	
Terms and Conditions (Form B)	
Table of Contents (list as Form C)	
Program Narrative (maximum 16 pages)	
Executive Summary	
Organization Description and Qualifications	
Program Design	
Program Components	
Past Performance	
Measures and Results	
Table of Proposed Performance (list as Form D)	
Client Flow Chart	
Organizational Chart (Optional)	
Budget and Budget Narrative (Form E)	
 Addendums (Optional)	
Job Descriptions of Key Management and Program Staff (as available)	
Agency and/or Program Brochures (as available)	
 Fiscal Attachments (pagination not required)	
1 copy of bidder's IRS 501(c)(3) determination letter attached to original proposal copy (if agency is a non-profit organization).	
1 copy of bidder's manual of fiscal procedures and policies, if available, attached to original proposal copy (Reference Section 5.4.III.B.2.c).	
1 copy of bidder's last audited financial statement <u>attached to original</u> proposal copy. (Reference Section 5.1.C for alternate submission requirements if audited financial statements are not available.)	
1 copy of current Agency Budget with revenues and expenses indicated.	

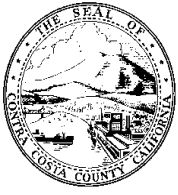


**Contra Costa County
Workforce Development Bureau
REQUEST FOR PROPOSALS (RFP) 1174
WIOA YOUTH PROGRAM SERVICES**

11.4 FORM D: Table of Proposed Performance

WIOA Youth Performance Measures

Performance Measure	Definition	Proposed Performance
Placement in employment, education, or training	The percentage of participants who are in employment, education, or training during the 2 nd quarter after program exit.	
Placement in employment, education, or training	The percentage of participants who are in employment, education, or training during the 4th quarter after program exit.	
Earnings after entry into unsubsidized employment	The median earnings of participants who are in employment during the 2 nd quarter after program exit.	
Credential Attainment Rate	The percentage of participants enrolled in an education or training program who obtain an industry-recognized credential during participation or within 1 year after program exit (Participants who obtain a high school diploma, HiSET, GED must also gain employment, enroll in advanced training, or enroll in post-secondary)	
Measurable skills gains	Percentage of participants in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains, defined as documented academic, technical, occupational or other forms of progress towards such a credential or employment.	



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11.5 FORM E: Budget and Budget Narrative

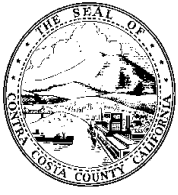
General Instructions

General Instructions

Budget Detail Worksheet for **Cost Reimbursement** Budgets

Purpose: The Budget Detail Worksheet is provided for your use in preparation of the budget and budget narrative. All required information (including the brief budget narrative) must be provided. Any category not applicable to your budget may be left blank. Indicate any **IN KIND (match)** amount in the appropriate category, if applicable. Respondents are required to assign a monetary value to in-kind/cash match and indicate it in the appropriate in-kind/cash match section.

Record Retention: Contractors must retain all documents pertaining to this contract for **five years** from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal /state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractors must make those records available to authorized representatives of the County, the State of California, and the United States Government.
source: (General Conditions, Contra Costa County Standard Form L-5)



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Identifier

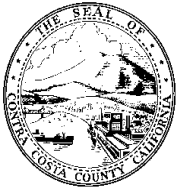
Please complete all fields that apply

Requested	Please Provide
Original Request for Proposal/ Request for Information Number (if available)	
Prior Year Contract Number (if applicable)	
Legal Entity Name	
Doing Business As (DBA)	
Contact Name	
Contact Phone Number	
Alternative Phone Number	
Contact Email Address	

Identifier

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**Contra Costa County
Workforce Development Bureau
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WIOA YOUTH PROGRAM SERVICES**

ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:

Budget Summary (Cost Reimbursement)

This Worksheet is locked.
Information provided in tabs A through J will be summarized below.

Legal Entity Name:

Doing Business As (DBA):

Contact Name:

Contact Email:

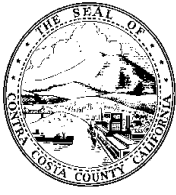
Contact Phone Number:

Budget Category	Cost Reimbursement Amount	In-Kind Amounts	Total
A. Personnel			
B. Fringe Benefits			
C. Travel			
D. Furniture and Equipment			
E. Supplies			
F. Facilities/Infrastructure costs			
G. Consultants/Contracts			
H. Participant Costs			
I. Other			
TOTAL PROJECT COSTS:			

Budget Summary

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ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:

A&B. Personnel & Fringe Benefit

A. Personnel - List each position by title of employee. Manually enter the annual salary, the percentage of time to be allocated to the project, and Cost. If you need to add lines, please do so in the middle of the table so that the formula will stay intact.

For example, an Executive Director making \$80,000 a year could allocate 80% (Percentage of time) of her/his annual salary (\$80,000), and budget \$48,000. (Use decimals as the percentage of time, for example, 80.00 percent should be shown as 0.80).

PERSONNEL

Position	Annual Salary (manual entry)	Percentage of Time (manual entry)	Cost (manual entry)
Example: Executive Director	80,000	0.80	\$ 48,000.00
Add Personnel			
TOTAL:			\$ -

B. Fringe Benefits - Fringe benefits RATE. This RATE is used for budgeting purposes only. Actual reimbursement must be based on actual costs incurred or an approved rate negotiated with the Federal Agency. Briefly explain what is included in the rate.

FRINGE BENEFITS

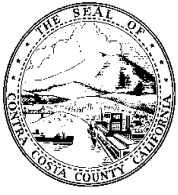
Base (from Total Personnel)	Rate (manual entry)	Total (system calculates)
\$ -		\$ -
TOTAL:		\$ -

PERSONNEL & FRINGE BENEFITS NARRATIVE

A&B. Personnel & Fringe Benefit

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Contra Costa County
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ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:
A&B. Personnel & Fringe Benefit

PERSONNEL (IN-KIND)

Position	Annual Salary (manual entry)	Percentage of Time (manual entry)	Cost (manual entry)
Add Personnel			
IN-KIND TOTAL:			\$ -

FRINGE BENEFITS
(IN-KIND)

Base (from Total Personnel)	Rate (manual entry)	Total (system calculates)
\$ -		\$ -
IN-KIND TOTAL:		\$ -

PERSONNEL & FRINGE BENEFITS NARRATIVE (IN-KIND)

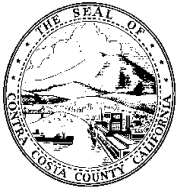
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TOTAL PERSONNEL:	\$ -
TOTAL FRINGE BENEFITS:	\$ -

A&B. Personnel & Fringe Benefit

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Contra Costa County
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ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:

C. Travel

C. Travel – Itemize travel expenses of staff personnel by purpose (e.g., staff training, field interviews, advisory group meetings, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Include the destination and lodging in the narrative. If you need to add lines, please do so in the middle of the table so that the formula will stay intact.

Local Travel (no lodging and no airfare)

Purpose of Travel and Number of Trips	Number of People	Cost per Trip per Person	Total Cost
			\$ -
			\$ -
Local Travel TOTAL:			\$ -

Non-Local Travel

Purpose of Travel and Number of Trips	Number of People	Cost per Trip per Person	Total Cost
			\$ -
			\$ -
Non-Local Travel TOTAL:			\$ -

TRAVEL NARRATIVE

--

TRAVEL (IN-KIND)

Local Travel (no lodging and no airfare)

Purpose of Travel and Number of Trips	Number of People	Cost per Trip per Person	Total Cost
			\$ -
			\$ -
Local Travel TOTAL:			\$ -

Non-Local Travel

Purpose of Travel and Number of Trips	Number of People	Cost per Trip per Person	Total Cost
			\$ -
			\$ -
Non-Local Travel TOTAL:			\$ -

TRAVEL NARRATIVE (IN-KIND)

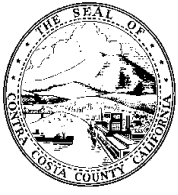
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TOTAL TRAVEL COSTS: \$ -

C. Travel

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WIOA YOUTH PROGRAM SERVICES**

ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:

D. Furniture and Equipment

D. Furniture and Equipment— List items that will be purchased for the organization. Purchase of equipment and furniture may be subject to additional approval. EHSD's acceptance of budgeted items does not indicate the approval of that purchase.

Explain how the equipment and furniture is necessary for the success of the project, and describe the procurement method to be used. . If you need to add lines, please do so in the middle of the table so that the formula will stay intact. Please scroll down.

FURNITURE AND EQUIPMENT Item	Computation		Total Cost
	Quantity	Cost per Item	
			\$ -
			\$ -
			\$ -
			\$ -
TOTAL:			\$ -

FURNITURE AND EQUIPMENT NARRATIVE

--

FURNITURE AND EQUIPMENT (IN-KIND) Item	Computation		Total Cost
	Quantity	Cost per Item	
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
IN-KIND TOTAL:			\$ -

FURNITURE AND EQUIPMENT NARRATIVE (IN-KIND)

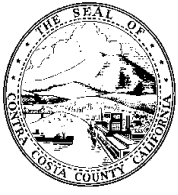
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FURNITURE AND EQUIPMENT TOTAL: \$ -
--

D. Furniture and Equipment

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WIOA YOUTH PROGRAM SERVICES

ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:

E. Supplies

E. Supplies – List items by type (office supplies, postage, training materials, copying paper, computer supplies and consumable items. Generally, supplies include any materials that are consumed during the course of the project. If you need to add lines, please do so in the middle of the table so that the formula will stay intact. Please scroll down.

SUPPLIES NARRATIVE Item	Computation		Total Cost
	Quantity	Cost per Item	
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
TOTAL:			\$ -

SUPPLIES NARRATIVE

--

SUPPLIES (IN-KIND) Item	Computation		Total Cost
	Quantity	Cost per Item	
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
IN-KIND TOTAL:			\$ -

SUPPLIES NARRATIVE (IN-KIND)

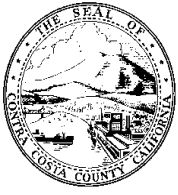
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SUPPLIES TOTAL: \$ -

E. Supplies

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ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:

F. Facilities Infrastructure

F. Facilities/Infrastructure Costs - General costs to run the program, including space rental, facilities maintenance, utilities, phones, general consumable materials and supplies, internet and other costs related to supporting and maintaining organizational infrastructure. Professional services purchased from vendors for facilities and infrastructure costs are included in this category.

Your narrative must include approximate space utilized for this program. Invoicing must be based on actual usage of the space.

If you need to add lines, please do so in the middle of the table so that the formula will stay intact. Please scroll down.

FACILITIES/INFRASTRUCTURE COSTS

Description	Monthly Cost	Number of Months	Total Cost
			\$ -
			\$ -
			\$ -
Add FACILITIES/INFRASTRUCTURE COSTS			\$ -
TOTAL:			\$ -

FACILITIES/INFRASTRUCTURE COSTS NARRATIVE

--

FACILITIES/INFRASTRUCTURE COSTS (IN-KIND)

Description	Monthly Cost	Number of Months	Total Cost
			\$ -
			\$ -
			\$ -
Add FACILITIES/INFRASTRUCTURE COSTS			\$ -
IN-KIND TOTAL:			\$ -

FACILITIES/INFRASTRUCTURE COSTS NARRATIVE (IN-KIND)

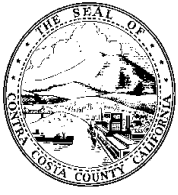
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FACILITIES AND INFRASTRUCTURE TOTAL:	\$ -
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F. Facilities Infrastructure

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ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:

G. Consultants Contracts

G. Consultants/Contracts -

G1. Consultant Fees: For each consultant enter the position, service to be provided, basis (hourly or daily fee (8-hour day)), and estimated time on the project. If you need to add lines, please do so in the middle of the table so that the formula will stay intact. Please scroll down.

CONSULTANT FEES		Computation			Cos.
Position (Title)	Service Provided	Fee	Basis (text)	Quantity (cannot be blank)	
Example: Evaluator	Mental Health Evaluations	\$200.00	hour	500	\$ 100,000.00
					\$ -
					\$ -
					\$ -
Add CONSULTANT FEES					\$ -
TOTAL:					\$ -

CONSULTANT FEES NARRATIVE

--

CONSULTANT FEES (IN-KIND)		Computation			Cost
Position (Title)	Service Provided	Fee	Basis	Quantity	
					\$ -
					\$ -
					\$ -
					\$ -
Add CONSULTANT FEES					\$ -
IN-KIND TOTAL:					\$ -

CONSULTANT FEES NARRATIVE (IN-KIND)

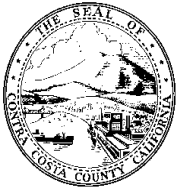
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TOTAL CONSULTANT FEES: \$ -

G. Consultants_Contracts

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ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:
G. Consultants_Contracts

G2. Consultant Expenses - List all expenses to be paid to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.). This includes travel expenses for anyone who is not an employee of the applicant such as participants, volunteers, partners,

CONSULTANT EXPENSES

Local Travel (no lodging and no airfare)

Purpose of Travel and Number of Trips	Number of People	Cost per Trip per Person	Total Cost
			\$ -
			\$ -
Local Travel TOTAL:			\$ -

Non-Local Travel

Purpose of Travel and Number of Trips	Number of People	Cost per Trip per Person	Total Cost
			\$ -
			\$ -
Non-local Travel TOTAL:			\$ -

CONSULTANT EXPENSES NARRATIVE

--

Local Travel (no lodging and no airfare) - IN-KIND

Purpose of Travel and Number of Trips	Number of People	Cost per Trip per Person	Total Cost
			\$ -
			\$ -
Local Travel TOTAL:			\$ -

Non-Local Travel - IN KIND

Purpose of Travel and Number of Trips	Number of People	Cost per Trip per Person	Total Cost
			\$ -
			\$ -
Non-local Travel TOTAL:			\$ -

CONSULTANT EXPENSES (IN-KIND)

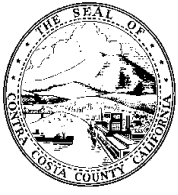
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TOTAL TRAVEL EXPENSES FOR CONSULTANTS: \$0

G. Consultants_Contracts

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ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:
G. Consultants_Contracts

G3. Contracts - Provide a description of the product or service to be procured by contract and an estimate of the cost.

CONTRACTS

Item	Cost
TOTAL: \$ -	

CONTRACTS NARRATIVE

CONTRACTS (IN KIND)

Item	Cost
IN-KIND TOTAL: \$ -	

CONTRACTS NARRATIVE (IN-KIND)

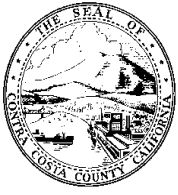
CONTRACTS TOTAL: \$ -

CONSULTANTS/CONTRACTS TOTAL: \$ -
IN-KIND CONSULTANTS/CONTRACTS TOTAL: \$ -

G. Consultants_Contracts

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ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:

H. Participant Costs

H. Participant Costs and/or Direct Costs— Examples of costs directly related to the program are: subsidized wages, supportive services (i.e. bus passes, day care costs, enrollment fees), participant payments (i.e. stipends, incentives), participant supplies (i.e. items/equipment consumable by participants or which become their personal property), tools or clothing related to employment or training, and participant tuition and fees incurred to achieve program objectives. If you need to add lines, please do so in the middle of the table so that the formula will stay intact.

PARTICIPANT COSTS

Item	Cost

TOTAL: \$

PARTICIPANT COSTS NARRATIVE

--

PARTICIPANT COSTS (IN-KIND)

Item	Cost

IN-KIND TOTAL: \$

PARTICIPANT COSTS NARRATIVE (IN-KIND)

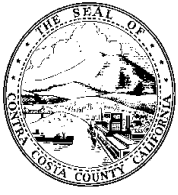
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PARTICIPANT COSTS TOTAL: \$ -

H. Participant Costs

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ATTACHMENT A: BUDGET OF ESTIMATED EXPENDITURES

Contract:

I. Other

I. **Other Costs** - Costs that do not belong to the other listed categories should be included here.
Indirect costs should be listed here.
Only allowable costs under the subaward should be listed. If you need to add lines, please do so in
the middle of the table so that the formula will stay intact. Please scroll down.

OTHER COSTS

Description	Cost
Add OTHER COSTS	
TOTAL:	\$ -

OTHER COSTS NARRATIVE

--

OTHER COSTS (IN-KIND)

Description	Cost
Add OTHER COSTS	
IN-KIND TOTAL:	\$ -

OTHER COSTS NARRATIVE (IN-KIND)

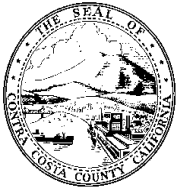
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OTHER COSTS TOTAL:	\$ -
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I. Other

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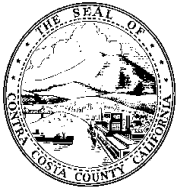
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SECTION 12: APPENDICES

12.1 General Conditions

12.2 WIOA Special Conditions

12.3 Federal Subaward Conditions

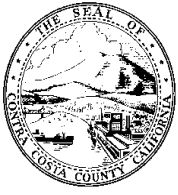


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12.1 General Conditions

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
 - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

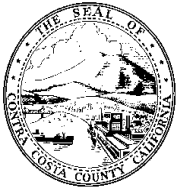
Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.



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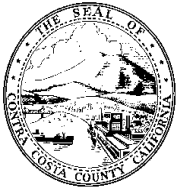
This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.
5. **Termination and Cancellation.**
 - a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
 - b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
 - c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.
6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.
7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.
8. **Modifications and Amendments.**



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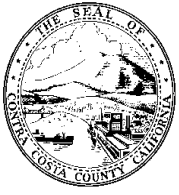
- a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$100,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$100,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
 - b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.
9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.
10. **Choice of Law and Personal Jurisdiction.**
- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
 - b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.
11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.
12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for



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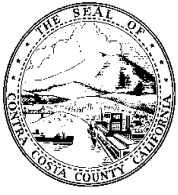
damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.
14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.
15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.



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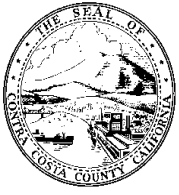
16. **Confidentiality.** To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.
18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.
19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:
 - a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or



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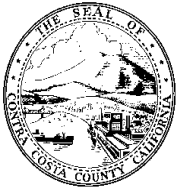
death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.

- b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
 - c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
 - d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract.
20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.



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21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.
24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.

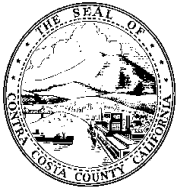


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26. **Endorsements**. In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

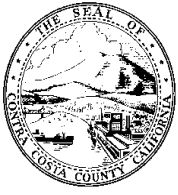
27. **Required Audit**.

- a. If Contractor expends \$750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.
- b. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.
- c. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office, the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.
- d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.



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28. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.
29. **No Implied Waiver.** The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.



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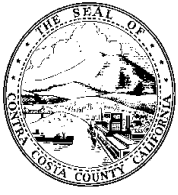
12.2 WIOA Special Conditions

SPECIAL CONDITIONS

(Purchase of Services – Long Form)

Workforce Innovation and Opportunity Act of 2014

1. **Compliance.** In performance of this subaward agreement, Contractor or Subrecipient will fully comply with:
 - A. The provisions of the Workforce Innovation and Opportunity Act (WIOA).
 - B. 29 U.S.C. §§ 3101- 3361 (2014), WIOA Final Regulations, and all legislation, regulations, directives, policies, procedures and amendments issued pursuant thereto.
 - C. All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement WIOA.
 - D. Title 2, Code of Federal Regulations (CFR) Part 200 (Office of Management and Budget Guidance) and Appendices. [OMB Guidance].
 - E. Title 2, CFR Part 2900 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) [Uniform Requirements].
 - F. The provisions of the Jobs for Veterans Act (38 U.S.C. § 4215 (a)) as the law applies to Department of Labor (DOL) job training programs.
 - G. Contractor or Subrecipient will ensure diligence in managing programs under this subaward agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of WIOA.
2. **Nondiscrimination Clause:** As a condition to the award of financial assistance from the DOL under Title I of WIOA, the Contractor or Subrecipient assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:
 - A. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status and gender identity), national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;
 - B. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
 - C. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - D. The Age Discrimination Act of 1975, as amended, which prohibits discrimination



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on the basis of age;

- E. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
- F. Equal Employment Opportunity provisions identified in 41 CFR Part 60, including 41 CFR § 60-1.4

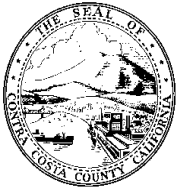
The Contractor or Subrecipient also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to the Contractor's or Subrecipient's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the Contractor or Subrecipient makes to carry out the WIOA Title I-financially assisted program or activity. The Contractor or Subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.

3. **Drug-Free Workplace Requirement:** Contractor or 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:

- A. 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.
- B. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- C. Every employee who works on the proposed subaward agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the subaward agreement.
- D. Failure to comply with these requirements may result in suspension of payments under this subaward agreement or termination of the subaward agreement or both, and Contractor or Subrecipient may be ineligible for award of any future subaward agreements if the Pass-through Entity determines that any of the following has occurred: the Contractor or Subrecipient has made false certification; or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350, et seq.)

4. **Additional Assurances**

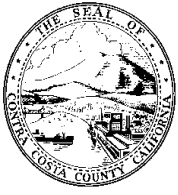
- A. Contractor or Subrecipient will comply with the provisions of the Hatch Act of



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1939, which limit the political activity of certain State and local government employees.

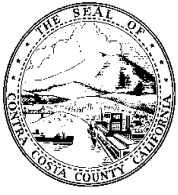
- B. Air/Water Pollution violation certification: Under the State laws, the Contractor or Subrecipient shall not be:
- 1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
 - 2) subject to cease and desist order not subject to review issued pursuant to the California Water Code § 13301 for violation of waste discharge requirements or discharge prohibitions; or
 - 3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
- C. Clean Air Act: Contractor or Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).
- D. Solid Waste Disposal Act: Contractor or Subrecipient shall comply with Section 6002 of the Solid Waste Disposal Act, as amended and 40 CFR Part 247 for procurement items in excess of \$10,000.
5. **Property Management Requirements.** Contractor or Subrecipient shall comply with applicable requirements established by County or under 2 CFR § 200.310 through 200.316, regarding the ownership, use, and disposition of equipment purchased with WIOA funds. Contractor or Subrecipient shall establish a control system to ensure adequate safeguards to prevent loss, damage, or theft to such property, including equipment. Contractor or Subrecipient shall investigate and fully document any loss, damage, or theft to property.
6. **Procurement Standards.** The Contractor or Subrecipient must use the methods of procurement in accordance with 2 CFR § 200.320.
7. **Nepotism.** Contractor or Subrecipient shall comply with the Federal restriction prohibiting nepotism (5 U.S.C. § 3110). Pursuant thereto, Contractor or Subrecipient shall not hire any person in an administrative capacity or staff position funded under this Agreement if a member of the person's immediate family is already employed in an administrative capacity by Contractor or Subrecipient.
8. **Sectarian Activities.** The Contractor or Subrecipient certifies that this subaward agreement 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 California Constitution, regarding separation of church and state.
9. **Davis-Bacon Wage Rates.** Contractor or Subrecipient shall comply with applicable regulations of the DOL regarding payment of prevailing wage rates to all laborers and



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mechanics employed by Contractor or Subrecipient or any subcontractor or Subrecipient in any construction, alteration, or repair, including painting and decorating, of projects, buildings or works which are assisted under this Agreement, in accordance with the Davis-Bacon Act (40 U.S.C. § 3141, et. seq.). Compliance with Davis-Bacon Act (40 U.S.C. § 3141 – 3144 and §3141 – 3148) is required for prime construction contracts in excess of \$2,000.

10. **Contract Work Hours and Safety Standards.** Contractor or Subrecipient shall 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 the employment of mechanics or laborers.
11. **WIOA Participants Complaints.** Contractor or Subrecipient shall provide a process through which WIOA participants shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services.
12. **Debarment and Suspension Certification.** By signing this subaward agreement, the Contractor or Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that the Contractor or Subrecipient will comply with regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension and OMB Guidance 2 CFR Part 180, that the prospective participant (i.e., Contractor or Subrecipient), to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible (such as being listed on the Excluded Parties List System in the System for Award Management, or SAM), or voluntarily excluded from covered transactions by any federal department or agency.
 - B. Have not within a three-year period preceding this subaward agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
 - C. 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.
 - D. Have not within a three-year period preceding this subaward agreement had one or more public transactions (federal, state or local) terminated for cause of default. Where the Contractor or Subrecipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.
13. **Lobbying Restriction.** By signing this subaward agreement, the Contractor or Subrecipient hereby assures and certifies to the lobbying restrictions in 2 CFR § 200.450, 29 CFR Part 93 and in the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

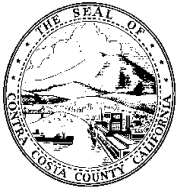


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- A. No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee 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.
 - B. 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 subaward agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - C. The undersigned shall require that the language of the lobbying restrictions be included in the award documents for subaward agreement transactions over \$100,000 (per OMB) at all tiers (including subaward agreements, contracts and subcontracts, under grants, loan, or cooperative agreements), and that all Contractor or Subrecipients shall certify and disclose accordingly.
 - D. This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
14. **Assurance of Non-Duplicative Billing.** Contractor or Subrecipient shall ensure that all amounts billed for services under this Agreement shall not be billed under any other contract that provides the same services to the same clients.
15. **Intangible and Intellectual Property Provisions.**

Federal Funding

- A. Pursuant to 2 CFR § 200.315, if any subaward, funded in whole or in part by the federal government, acquires the title to intangible property, as defined in 2 CFR § 200.59 as including Intellectual Property, which results directly or indirectly from the subaward, the federal government shall have a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use the Intellectual Property for Federal purposes, and to authorize others to do so. Additionally, pursuant to 2 CFR § 2900.13, Intellectual Property developed under this subaward will be licensed under a Creative Commons Attribution license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in the manner specified by the Pass-through Entity.
- B. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The



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Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

- C. The non-Federal entity is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."
- D. The Federal Government has the right to:
 - 1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
 - 2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- E. Freedom of Information Act (FOIA).
 - 1) In response to a FOIA request for research data relating to published research findings produced under a Federal award that were used by the Federal Government in developing an agency action that has the force and effect of law, the Federal awarding agency must request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the Federal awarding agency obtains the research data solely in response to a FOIA request, the Federal awarding agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Federal agency and the non-Federal entity. This fee is in addition to any fees the Federal awarding agency may assess under the FOIA (5 U.S.C. § 552(a)(4)(A)).
 - 2) Published research findings means when:
 - a. Research findings are published in a peer-reviewed scientific or technical journal; or
 - b. A Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law. "Used by the Federal Government in developing an agency action that has the force and effect of law" is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.
 - 3) Research data means the recorded factual material commonly accepted in



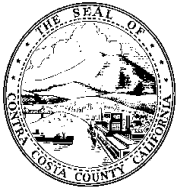
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the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This "recorded" material excludes physical objects (e.g., laboratory samples). Research data also do not include:

- a. Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and
 - b. Personnel and medical information and similar information, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.
- F. Title to intangible property and debt instruments acquired under an award or subaward vests upon acquisition in the recipient. The recipient shall use that property for the originally-authorized purpose, and the recipient shall not encumber the property without written approval of the grant officer. When no longer needed for the originally authorized purpose, disposition of the intangible property shall occur in accordance with the provisions of 29 CFR § 95.36(e).
16. **Confidentiality Requirements:** The State of California and the Contractor or Subrecipient will exchange various kinds of information pursuant to this subaward agreement. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit or when the disclosure is restricted or prohibited by any provision of law. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the EDD, the California Department of Social Services, the California Department of Education, the California Department of Corrections and Rehabilitation, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs.

The Pass-through Entity and Contractor or Subrecipient agree that:

- A. Each party shall keep all confidential information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- B. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- C. The Contractor or Subrecipient agrees that information obtained under this



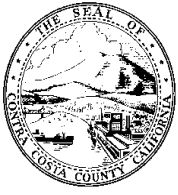
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subaward agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this agreement.

- 1) **Aggregate Summaries:** All reports and/or publications developed by the Contractor or Subrecipient based on data obtained under this Agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
 - 2) **Publication:** Prior to publication, Contractor or Subrecipient shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to California Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
 - 3) **Minimum Data Cell Size:** The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- D. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.
- E. The Contractor or Subrecipient shall notify Pass-through Entity's Information Security Office of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (925) 677-3001. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets.

The Contractor or Subrecipient shall cooperate with the Pass-through Entity in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If the Contractor or Subrecipient learns of a breach in the security of the system which contains confidential data obtained under this Subaward, then the Contractor or Subrecipient must provide notification to individuals pursuant to California Civil Code Section 1798.82.

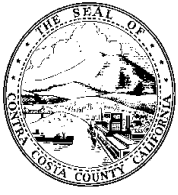
- F. The Contractor or Subrecipient shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Subaward. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water



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damage.

- G. At no time will confidential data obtained pursuant to this Agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- H. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in Section 1798.55 of the California Civil Code, Section 502 of the California Penal Code, Section 2111 of the California Unemployment Insurance Code, Section 10850 of the California Welfare and Institutions Code, and other applicable local, state and federal laws and regulations.
- I. Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- J. Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information, such as, shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- K. If the Pass-through Entity or Contractor or Subrecipient enters into an agreement with a third party to provide WIOA services, the Pass-through Entity or Contractor or Subrecipient agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor or Subrecipient(s), service providers, or employees.
- L. The Contractor or Subrecipient may, in its operation of the America's Job Center of California (AJCC), permit an AJCC Operator to enter into a subcontract to manage confidential information. This subcontract may allow an individual to register for resume distribution services at the same time the individual enrolls in CalJOBS. Contractor or Subrecipient shall ensure that all such subcontracts comply with the intellectual property requirements of this subaward agreement, the confidentiality requirements of this subaward agreement and any other terms of this subaward agreement that may be applicable. In addition, the following requirements must be included in the subcontracts:
 - 1) All client information submitted over the internet to the subcontractor or Subrecipient's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Clients' Social Security numbers must be stored in a separate database within the subcontractor or Subrecipient's network of servers, and protected by a firewall and a secondary database server firewall or AES data encryption. If a subcontractor or Subrecipient receives client Social Security numbers or

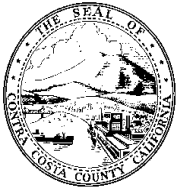


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other confidential information in the course of business, for example a resume-distribution service that provides enrollment in CalJOBS, Social Security numbers must be destroyed within two days after the client registers for CalJOBS. If a subcontractor or Subrecipient obtains confidential information as an agent of the Contractor or Subrecipient, the subcontract must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. Social security numbers and other client specific information shall not be retained for more than three years after a client completes services.

- 2) Client information (personal information that identifies a client such as name and Social Security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor or Subrecipient's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontract.
- 3) An AJCC client must still be given the option to use the AJCC's services, including CalJOBS, even if he or she chooses not to use any services of the subcontractor or Subrecipient. This option shall be prominently, clearly and immediately communicated to the client upon registration within the AJCC or for CalJOBS, the subcontractor or Subrecipient's resume-distribution services, or any other services subcontractor or Subrecipient offers to the client or the AJCC Operator.
- 4) The subcontractor or Subrecipient must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services the subcontractor or Subrecipient offers. The subcontractor or Subrecipient shall not use a client's personal and/or demographic information without the client's prior permission. A link to the subcontractor's or Subrecipient's Privacy Policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
- 5) When the Pass-through Entity modifies State automated systems such as the State CalJOBS System, it shall provide reasonable notice of such changes to the Contractor or Subrecipient. The Contractor or Subrecipient shall be responsible to communicate such changes to the AJCC Operator(s) in the local area.

- M. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation.



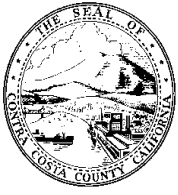
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Contra Costa County, Employment and Human Services Department designee is:

CCC-EHSD
Information Security Officer, Information Systems Manager II
300 Ellinwood Way
Pleasant Hill, CA 94523
Telephone: (925) 677-3001

Revised 04-2019

Approved as to form by County Counsel April 2019



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12.3 Federal Subaward Conditions

- I. The contract meets the conditions of a Federal subaward and the Contractor is subject to the Subrecipient provisions in 2 CFR § 200.
- II. Definitions:
 - A. CFR means Code of Federal Regulations
 - B. CFDA means Catalog of Federal Domestic Assistance
 - C. Subrecipient – – Title 2 CFR section § 200.93
Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
 - D. Subaward – – Title 2 CFR section § 200.92
Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
 - E. Pass-through Entity – – Title 2 CFR section § 200.74
Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.
- III. The pass-through entity is: Contra Costa County
- IV. The Subrecipient is: TBD
- V. The Subrecipient's unique identification number is: TBD
- VI. If applicable, the Federal Award Date is: 07/01/2021-6/30/2022
- VII. If applicable, the Federal Award Identification Number (FAIN) is: Determined upon funding notification from the California Employment Development Department (EDD)
- VIII. The Subaward Period of Performance is: U
- IX. The total amount of Federal Funds Obligated to the subrecipient in this Federal subaward award is: U
- X. The CFDA Number is: 17.259
- XI. The Federal Program Title is: WIOA Youth Program
- XII. The Subrecipient's federally approved indirect cost rate agreement is incorporated by reference if the Subrecipient's budget submitted includes a federally approved indirect cost.
- XIII. The Subrecipient shall use the Federal award in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.

Form Approved by County Counsel 2016